



AGENDA

Meeting of the
Scotts Valley City Council
In-Person and Remote Access
Date: October 15, 2025
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	Agenda posted on 10-10-2025 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at: www.scottsvalley.gov
ELECTED OFFICIALS		CITY STAFF MEMBERS
Derek Timm, Mayor Donna Lind, Vice Mayor Steve Clark, Council Member Krista Jett, Council Member Greg Wimp, Council Member		Mali LaGoe, City Manager Kirsten Powell, City Attorney Nelson Alfaro, Building Official Cathie Simonovich, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

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, and via Zoom Webinar remote access.

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.gov 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.gov.

Public Participation:

The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: <https://www.youtube.com/@cityofscottsvalley>

For those wishing to participate via Zoom you can join the following ways:

Zoom Webinar meeting link: <https://us02web.zoom.us/j/83295730901>

Or dial one of these numbers: (669) 900-9128 or (669) 444-9171

Webinar ID: 832 9573 0901

Whether attendance is in-person or remote, you will be given opportunities to provide public comment at the appropriate times throughout the meeting. The time limit is up to 3 minutes for an individual, or 5 minutes for someone who is representing a group of three or more, at the discretion of the Mayor. Please note that this is not a question-and-answer time, but simply a time to provide comments to the Council. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted.

How to comment via in-person attendance:

Please proceed to the public comment podium when the Mayor opens the item for public comment.

How to comment via Zoom Webinar:

Use the webinar attendee option to “raise hand” when the Mayor opens the item for public comment. The Clerk will unmute you when it is your turn. If you have joined via Zoom phone call, dial *9 or your phone to “raise your hand”, and the Clerk will unmute you when it is your turn.

CALL TO ORDER 6:00 PM

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.

CITY MANAGER REPORT

PUBLIC COMMENT TIME

This is the opportunity for individuals attending in person to make 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. Written public comment may be emailed to the City Clerk by 5:00 PM on the day of the meeting at csimonovich@scottsvally.gov.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

The Consent Agenda is comprised of items which are intended to be non-controversial and are approved without discussion. Persons wishing to speak on any item may request the item be moved to the Regular Agenda by raising their hand to be recognized by the Mayor. An item will only be moved from the Consent Agenda to the Regular Agenda if a City Council Member requests it to be moved and a majority of the Council agrees.

1. Approve City Council minutes of 10-01-2025
2. Approve check register dated 09-27-2025 through 10-10-2025
3. Approve Rental Use Agreements with Scotts Valley Girls Softball League, Scotts Valley Girls Softball Trouble League and the Scotts Valley Little League
4. Approve update to the 2025 Scotts Valley Interjurisdictional Committee, Commission, Board and Council appointments, Standing Committee and Liaison appointments
5. Approve 2026 Proposed City Council Meeting Schedule

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. Introduction of Ordinance No.102.18, an Ordinance of the City Council of the City of Scotts Valley amending Title 15, Chapter 15.04 by amending Sections 15.04.060 and 15.04.120 to adopt the California Code of Regulations Title 24, 2025 Building Standards Codes and Other Codes and repealing 15.04.070 of the Scotts Valley Municipal Code
2. Future Council Agenda Items

ADJOURNMENT

ADA NOTICE

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) 440-5600 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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MINUTES

Meeting of the
Scotts Valley City Council
Date: October 1, 2025
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 9-26-2025 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvally.gov .
CALL TO ORDER 6:00 PM		

The City Council meeting was called to order at 6:00 PM.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Derek Timm, Mayor
Donna Lind, Vice Mayor
Steve Clark, Council Member
Krista Jett, Council Member
VACANT, Council Member

CITY STAFF MEMBERS PRESENT:

Mali LaGoe, City Manager
Kirsten Powell, City Attorney
Steve Walpole, Police Chief
Stephanie Hill, Administrative Services Director
Rodolfo Onchi, Public Works Director
Taylor Bateman, Community Development
Director
Cathie Simonovich, City Clerk

SPECIAL SET MATTER

1. Appoint City Council Member to vacant seat

City Manager LaGoe and Mayor Timm explained the process for appointing the Council Member.

The following applicants provided public comment: Michael Zeller, Greg Wimp, Cassandra Flores, Orenda Randuch, Alex Titus, Chuck Maffia, and John Lewis.

The following community members provided public comment:

- Speaking in support of Greg Wimp were Darshana Croskrey, Ray Gorski, Danny Reber, Janet Vanderhoof, Anna Pizzenetsky, Heidi Denger, and Laura Owen.
- Speaking in support of Michael Zeller were Allison Kelly, Eric, Dr. Heidi Weber, Aaron Hicks, and Daniel Boynton.
- Speaking in support of Orenda Randuch was Kate Kelsey.
- Speaking in support of Cassandra Flores was Mariana.
- Speaking in support of John Lewis was Matthew Hakimi.

Written comments received prior to the meeting are attached.

Following the ranking of their top three candidates by the Council Members, Mayor Timm announced that Greg Wimp was unanimously selected as the first choice.

M/S: Lind/Clark

To appoint Greg Wimp to fill the vacant City Council seat.

Carried 4/0 (AYES: Timm, Lind, Clark, Jett)

Council took a break at 7:04 PM.

COMMITTEE REPORTS

Mayor Timm brought the meeting back to order at 7:08 PM.

VM Lind attended the 2025 Care Fair where Gail Pellerin honored twelve Mental Health Heros, including one who VM Lind nominated - Kirstin Praly, Horse Sense Education.

VM Lind attended a Santa Cruz Metropolitan Transit District (METRO) board meeting where they received the facilities master plan update and also reviewed the property purchase for 3.5 acres located in Watsonville. Moving the operations to Watsonville will generate a savings of \$500K per month.

VM Lind participated in the Week Without Driving event, along with other representatives from the City, by riding the bus week on the new route 34S which stops at the three schools in the City limits.

VM Lind congratulated Steel Bonnet on their 10-year anniversary.

CM Jett attended the Pathways2Possibilities (P2P) leadership meeting as part of her

work with the Youth Action Network. Scotts Valley High School had a successful recruitment which led to several new members, bringing the total to about 15 students participating regularly. They discussed future involvement with City Council, and CM Jett is looking forward to joining one of their meetings in the near future.

CM Clark noted that the Senior Council will be collaborating with the five work groups in the county during joint strategy sessions. They will be working together on the Master Plan for Aging over the next couple of years by conducting a thorough analysis of the five goals listed in the plan: 1) Housing for all ages and stages, 2) Health reimagined, 3) Inclusion and equity, not isolation, 4) Caregiving that works, and 5) Affording aging.

CM Clark announced that Pacific Gas and Electric (PG&E) has a new program called *Match my Payment* for seniors and low-income customers who have past due balances.

CM Clark noted the Economic Development Committee continues to work with the developers on a potential hotel project located at the north end of town.

CM Clark met with the owner of The Point restaurant as part of the Economic Development Committee business outreach.

CM Clark noted that the Regional Transportation Commission (RTC) meeting will be held October 2 at 9 AM in Watsonville and they will discuss funding options for Segments 8-11 (San Lorenzo River levee to 41st Avenue) of the rail-trail project.

Mayor Timm attended the Central Coast Community Energy (3CE) Policy Committee in San Luis Obispo where they approved the budget, which included voting on electricity rates.

CITY MANAGER REPORT

Regional Intergovernmental Network of Governance (RING): Scotts Valley has been participating over the last couple of years with the county, cities, regional fire districts, and other agencies to work on a new communication system for law enforcement and first responders. The current infrastructure is not only aging, but also not interoperable among the agencies, making it difficult to coordinate responses to countywide emergencies. The various agencies are working collaboratively to determine cost sharing, implementation, and more, and they are close to finalizing the documents which will be presented to their respective governing bodies. Council can look for this item on the agenda in the next couple of months.

Enhanced Infrastructure Financing District (EIFD): City staff met with County staff and the Scotts Valley Fire Chief to have an ongoing discussion about the opportunity to partner through an EIFD. The plan is to bring a resolution of intent for Council

consideration later this fall.

Town Center: The Town Center meetings continue to consume a lot of staff time. However, we are close to releasing the draft Environmental Impact Report (EIR) for public review, with the goal of releasing it by the end of next week.

Resurfacing Project Complete: The resurfacing of the tennis and pickleball courts is complete, and the courts re-opened last weekend.

Skypark Big Kid Playground: The construction on the big kid playground at Skypark is scheduled to start in November. This project was funded through federally earmarked funds from the time that Anna Eshoo was our Congressional Representative.

Pavement Project: The pavement project is experiencing delays from the rain, but information is posted on the City's social media and in the City's newsletter to keep our residents informed. City Manager LaGoe thanked everyone for their patience with the traffic impacts.

Police Department Annual Inspection: The annual inspection of the Police Department was last week and it was a success.

Scotts Valley Drive Redesign Plan: There will be a meeting for the business owners along Scotts Valley Drive to discuss the Scotts Valley Drive Redesign Plan and obtain input. The meeting is Monday, October 6 at 5:30 PM in the City Council Chambers and on Zoom.

Reminders:

- Follow the City on social media
- Subscribe to the City's newsletter

PUBLIC COMMENT TIME

Mayor Timm announced that the Council received a letter from Dientes thanking them for the grant funds through the City's Community Grant Program.

Mayor Timm noted that he participated in the annual Rotary Ride, a 200-mile ride which goes from Healdsburg to Santa Cruz over three days. This event raised almost \$750K for local non-profit organizations, and he thanked everyone who participated in this successful ride.

Sookie Ramos, Community Impact Coordinator for United Way, spoke regarding the Pathways2Possibilities (P2P) program, which is a Scotts Valley youth-led program

supported by the United Way of Santa Cruz County in collaboration with All Children Thrive (ACT). This program helps build skills in advocacy, public speaking, public engagement, and collaboration. Scotts Valley High School welcomed 13 new members to the program, and their energy proves that they are ready to lead. Their goals this year are to increase funding for youth development, create safe youth-friendly spaces, empower youth voices in policymaking, and build long-term support for after-school programs.

Matthew Hakimi, a Scotts Valley resident, is concerned about Brown Act violations and, additionally, he would like to obtain records on the overturned dump truck incident as well as the contract for the hauling company associated with the project at 4575 Scotts Valley Drive.

Alex Titus, a Scotts Valley resident, spoke in support of the RING project, and also spoke in support of PG&E's *Match my Payment* program.

VM Lind announced that October is Breast Cancer Awareness Month and Domestic Violence Awareness Month.

VM Lind showed the flyer for the Week Without Driving.

ALTERATIONS TO CONSENT AGENDA

M/S: Lind/Clark

To approve the Consent Agenda with no alterations.

Carried 4/0 (AYES: Timm, Lind, Clark, Jett)

CONSENT AGENDA

1. Approve City Council minutes of 09-17-2025
2. Approve check register dated 09-13-2025 through 09-26-2025
3. Appoint Scotts Valley Senior Center Advisory Commission at-large member
4. Award contract for Copier Fleet Lease and Maintenance Agreements
5. Approve salary schedule for a Chief Wastewater Plant Operator job classification
6. Approve purchase of replacement dump truck for Wastewater Division in amount of \$242,711.68 and authorize the City Manager to execute any documents necessary to effectuate the purchase

7. Approve contract amendment for David J. Powers & Associates for Environmental Impact Report for the Updated Town Center Specific Plan

PUBLIC HEARINGS

1. Public Hearing to consider adopting new and updated User Fee Schedule and Charges to be effective 01-01-2026

ASD Hill presented this item and noted a correction on the third page of the exhibit as described below.

The published exhibit displayed this information on the third page:

Senior Center Sponsorship				
Senior Center Small Ad	per year	[2]	\$ 75	No change
Senior Center Medium Ad	per year	[2]	\$ 150	No change
Senior Center Large Ad	per year	[2]	\$ 500	No change
Ad Placement in Activity Guide				
City Activity Guide	per guide	[2]	\$ 75	No change

The correct information is as follows:

Advertisement				
City Activity Guide	per guide	[2]	\$ 75	No change
Other publications and advertisements	varies	[5]	Varies on program/ad	No change

Mayor Timm opened the public hearing at 7:32 PM. No members of the public came forward to speak and Mayor Timm closed the public hearing.

M/S: Lind/Clark

To approve Resolution 1198.80 adopting the proposed changes to the User Fee Schedule and Charges with the correction noted above.

Carried 4/0 (AYES: Timm, Lind, Clark, Jett)

ALTERATIONS TO REGULAR AGENDA

None.

REGULAR AGENDA

1. Future Council Agenda Items

None.

ADJOURNMENT

The meeting adjourned at 7:34 PM.

Approved: _____
Derek Timm, Mayor

Attest: _____
Cathie Simonovich, City Clerk

Appointment of City Council Member to Vacant Seat

From Edan Cassidy <edan@trustthecia.com>

Date Mon 9/29/2025 12:08 PM

To Mali LaGoe <mlagoe@scottsvally.gov>; City Council <citycouncil@scottsvally.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

September 29, 2025

Scotts Valley City Manager Lagoe and Honorable Councilmembers,

Our family business has been a member of the Scotts Valley community for 46 years. We closely follow, support, and benefit from the excellent business environment that Scotts Valley provides. The resignation of Councilmember Timms was an unexpected shock, and will be a challenge to replace.

A rare option to fill that seat seems to be available: Greg Wimp.

Greg is an extraordinary, altruistic ball of energy. He's deceptively soft-spoken and humble. His reactions are extremely even-tempered and level-headed, characterized by creative and critical thinking. And, he respects and understands ALL of the interests of Scotts Valley's diverse community.

Greg has submitted an application for his candidacy to fill the open council seat. It may be his ordinarily flawless judgement is temporarily impaired! Word has it that his wife, Kirsten, has even endorsed this idea! This is a once in a lifetime opportunity to further engage a member of this community who will, by their very nature, continue to contribute without compare. Please, do not let this favorable choice slip through Scotts Valley's fingers!

Sincerest regards,
Edan Cassidy, Managing Principal

Edan Cassidy (License 0821825)
Cassidy Insurance Agency, LLC (License 0F74493)
108 Whispering Pines Dr Ste 200
PO Box 67237
Scotts Valley CA 95067-7237

w 831-438-5490 x 1015
f 831-438-5498

COI <http://www.trustthecia.com/certificate-request.html>
fb <https://www.facebook.com/CassidyInsuranceAgency>

Support for Greg Wimp

From Tanya Krause <tkrause@scottsvalleyusd.org>

Date Tue 9/30/2025 9:26 PM

To City Council <citycouncil@scottsvalley.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Scotts Valley City Council,

I am writing to you to express my support for Greg Wimp to fill the vacant City Council seat.

Greg has provided support to the Scotts Valley School District in many ways. He has provided time, support, and assistance during both parcel tax and bond campaigns. He was a member of the Citizens Bond Oversight Committee for a five-year duration and provided the annual report to the Board.

Greg has also been very generous to the school district and our staff, providing Togo's sandwiches for events and offering discounts. He does that for several organizations throughout the county. He is generous with his time and resources.

Greg is responsible, he follows through, is very active in the community, and he is a good listener. He knows the Scotts Valley community well, and he would be a great fit for this role.

Sincerely,

Tanya Krause
Superintendent
Scotts Valley Unified School District
108 Whispering Pines Ste 115
Scotts Valley, California 95066
[831-438-1820 extension 105](tel:831-438-1820)

Supporting Greg Wimp

From Teresa [REDACTED]
Date Wed 10/1/2025 6:15 AM
To City Council <citycouncil@scottsvally.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello City Council,

I'm writing with my strong support and endorsement of Greg Wimp for city council. He is gracious, generous and thoughtful citizen who's taken the time to build trust throughout the area. We have worked side by side at events, fundraisers, non-profits and during the citizen's academy.

I believe he would be an excellent candidate for this position and I support him wholeheartedly.

Sincerely,
Teresa Swart

CEO & Founder

Jacob Martinez

Board of Directors

Jackie Cruz, President
Tony Nethercutt, Pres-elect
Scott S. Smith, Secretary
Diana Peña-Alas, Treasurer
Donna Bebb
Will Bumpus
Marilyn Calciano
Karen Catlin
Rubén Darío Villa
Robert Fabela
Yvette Ireta-Lopez
Martha Niño
Bruce Roberson
Eric M. Ruiz
Martín Vargas-Vega

Locations

Watsonville, CA
Salinas, CA
Gilroy, CA
Modesto, CA
Stockton, CA

Mailing Address

349 Main Street, Suite 202
Watsonville, CA 95076

Phone

831.722-6378

Invest in the NEST!

Donate online at
www.digitalnest.org

Digital NEST is a 501(c)(3)
nonprofit organization

October 1, 2025

Dear Scotts Valley City Council,

It is with great enthusiasm that I write this letter in support of Greg Wimp application to the Scotts Valley City Council. I have had the privilege of knowing Greg for the past 10 years and have come to know him well. Greg is a local business leader who goes beyond just being a small business owner; he is a true community leader.

Greg can often be found volunteering at events, showing up to support organizations, and offering generous support to feed people at events. He has been a great supporter of the Digital NEST by providing food for youth at events and community-based events. Whenever I ask for support, he steps up. I know he not only does this for us but for various nonprofits throughout our county.

He will be an excellent member of the Scotts Valley City Council. He is a natural problem-solver, a thoughtful communicator, and a highly motivated professional who consistently demonstrates care for the community.

I wholeheartedly recommend Greg for Scotts Valley City Council. Please feel free to contact me should you require any further information.

Sincerely,



Jacob Martinez
Founder & Chief Executive Officer



Letter of Support for Greg Wimp, City Council Candidate

From Dedra Bennett <zinnias.dedra@gmail.com>

Date Wed 10/1/2025 7:11 AM

To City Council <citycouncil@scottsvally.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I am writing today in strong support of Greg Wimp for City Council. I cannot think of a better person to represent and serve our community.

Greg brings both experience and heart to the table. As a business owner and active community member, he has first-hand, boots-on-the-ground knowledge of what makes our city thrive. During the challenges of Covid, Greg was instrumental in supporting and driving local commerce, helping businesses and residents weather uncertain times.

What sets Greg apart is his consistent presence and genuine commitment. He shows up—whether it's for our large citywide events, smaller neighborhood gatherings, or the under-recognized causes that need an extra voice. His ability to support both people and projects, no matter how big or small, is a true reflection of his dedication to our community and its future.

Greg's steady, thoughtful, and measured approach will be an asset not only to the City Council but to every resident as we face important decisions for the future of our town. He brings the right balance of leadership, integrity, and humility, and I believe he will serve us all with fairness and respect.

I encourage you to join me in supporting Greg Wimp for City Council.

Warmly ~Dedra

Zinnia's Gift Boutique

Direct: 831.239.1893 Store: 831.430.9466 www.zinniasgiftboutique.com 219c Mt Hermon Rd. Scotts Valley, CA

Home by Zinnia's

zinnias.dedra@gmail.com Direct: 831.239.1893 Store: 831.201.4906 262 Mt Hermon Rd. #102 Scotts Valley, Ca www.homebyzinnias.com

Recommendation for Greg Wimp – Scotts Valley City Council Vacancy

From Dawn Bruckel <dbruckel@ucsc.edu>

Date Wed 10/1/2025 8:00 AM

To City Council <citycouncil@scottsvalley.gov>

CyAs Tech

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Dear Scotts Valley City Council,

I am writing in strong support of Greg Wimp to fill the vacancy on the Scotts Valley City Council.

I first met Greg in 2021 when I began my role as Director of Development and Marketing at United Way of Santa Cruz County. From the very beginning, Greg stood out as someone deeply committed to the well-being of our community. When I reached out to him to explore a partnership, he immediately stepped forward and offered support through his business, Togo's, for our annual golf tournament benefiting youth across Santa Cruz County.

Since then, Greg has consistently shown up for our organization and the broader community. Through Togo's, he has supported not only our golf tournament but also our annual Stuff the Bus event and numerous youth programs throughout the region. Beyond sponsorship, Greg is always present, hands on at events, eager to lend a hand, and dedicated to making a positive impact.

Greg is a community pillar: service oriented, engaged, and genuinely invested in the future of Scotts Valley and Santa Cruz County. I cannot recommend him highly enough for this role. He will bring not only leadership but also a proven record of commitment, collaboration, and care for the people he serves.

Sincerely,
Dawn Bruckel

Dawn Bruckel

Director of Development

Arts Division

University of California, Santa Cruz

<http://arts.ucsc.edu/>

pronouns: she/her/hers

Recommendation - Greg Wimp for Scotts Valley City Council

From James Owen [REDACTED]
Date Wed 10/1/2025 9:38 AM
To City Council <citycouncil@scottsvalley.gov>

CyAs Tech

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To Whom It May Concern:

I am writing to whole-heartedly recommend Greg Wimp for membership in the Scotts Valley City Council. I have known Greg since 2011, both in professional and personal settings, and know Greg to be a man of diplomacy, integrity, and tenacity who represents his organizations and entities with dedication and respect.

I met Greg when I started at Evans Data Corporation, where Greg was the IT manager. Although I did not report to him initially, he was a senior member of our staff. Due to the deadline-driven nature of our roles there, we would often see each other working late into the evening, well after our peers had left. Greg built countless solutions for our firm from scratch and tirelessly worked to keep our production environments and processes running smoothly.

At times, Greg was the only IT personnel on staff, meaning Greg spent long hours without significant interaction with our team and stakeholders unless something was urgently needed. However, Greg was incredibly personable and engaged with colleagues and clients of all types when appropriate. The best example of this came when he was simultaneously running both IT and emcee roles for our Developer Relations Conference. A key sponsor came to him and voiced their concern that their sponsorship efforts were not being equally met by our staff. While simultaneously balancing a variety of immediate IT needs, Greg made a tactful and continued effort to ensure that our conference attendees were aware of our sponsor and the sponsor's specific contributions to the event. Greg's ability to multitask, and to do so with grace, is essential when managing multiple competing interests, as one must do as a city council member.

When Evans Data Corp's ownership promoted Greg to COO, Greg took on a senior management role ahead of individuals who had previously been his hierarchical peers. Through his efforts as COO, he managed difficult personalities, tensions between the business development and production staff, hirings, and firings with respect, affording all parties the dignity of having their voices heard while keeping the orderliness of our daily operations. Greg continued to be amicable and approachable; he did not exercise his authority unless the occasion warranted it. These characteristics are essential for city government and will endear him to your citizens far more than any campaigning can achieve.

When Greg left Evans Data Corp. to franchise four Togo's eateries, he ensured that our team had all the information we needed to proceed in his absence. He left clear documentation, walked through processes with us, and held several discussions with us after he had moved on to his next venture. However, nothing could replace the diligence that he placed in his efforts as IT manager and COO. As such, although we hired IT managers to replace him, we offloaded many of the tasks that Greg accomplished alone to other roles within our organization. Thus, Greg's tireless efforts and the subsequent struggle to replace them clearly illustrate what has made him a successful entrepreneur, manager, and employee for so many years.

Outside of Evans Data Corp., I have known Greg as a friend and erstwhile basketball teammate. Greg's diligence in all facets of his life shines in the athletic field, where he regularly runs with young men who are 20+ years his junior. He competes and brings a level of effort and continuity that emboldens others to play better as a team. He has helped manage volatile situations where tempers flare; Greg is one of the pillars of that regular gathering who continually keeps difficult personalities in check. Further, Greg regularly runs in organized races while wearing his Togo's Man suit, promoting his stores as both the owner and mascot while still posting admirable times. These qualities outside of his business roles reflect the initiative and focus on conflict resolution needed in a role in city government, as well as the commitment he brings to everything he does.

Finally, I have gotten to know Greg as a family man. He is a devoted husband and father. He and his wife, Kirsten, have raised two lovely young adults who are polite, respectful, intelligent, and compassionate, just like their parents. His family was a staple at Evans Data Corp. family events, much as they have been in and around Scotts Valley. Greg and Kirsten have raised their children in Scotts Valley, sent their children to Scotts Valley Unified Schools, and cared deeply about Scotts Valley and its success.

Therefore, I offer my unequivocal recommendation for Greg Wimp. His proven record of diplomacy; tireless dedication; and deep commitment to his colleagues, family, and community make him the ideal candidate who will undoubtedly serve the Scotts Valley City Council and its residents with integrity and distinction.

Should you have any questions, I would be happy to speak with you.

Respectfully,

James "Jim" Owen

--

James "Jim" Owen

Recommendation for Mike Zeller

From Mike Diaz [REDACTED]

Date Wed 10/1/2025 10:48 AM

To Cathie Simonovich <csimonovich@scottsvally.gov>; Mali LaGoe <mlagoe@scottsvally.gov>; Donna Lind <dlind@scottsvally.gov>; Steve Clark <sclark@scottsvally.gov>; Krista Jett <kjett@scottsvally.gov>; Derek Timm <dtimm@scottsvally.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

October 1, 2025

Dear Honorable Members of the City Council,

I am writing to recommend Mike Zeller for appointment to the vacant seat on the Scotts Valley City Council. I have known Mike for approximately five years, first through our daughters' friendship and more recently through coaching girls softball. During this time I have witnessed first hand his dedication to the community and his family, and our two families have grown more close.

Mike brings over twenty years of public service experience to this opportunity, with a proven track record in managing complex funding initiatives and large-scale infrastructure projects in Monterey County. His professional background has equipped him with the technical expertise and fiscal responsibility that Scotts Valley needs in its leadership, particularly as our city navigates growth and infrastructure challenges.

What truly distinguishes Mike, however, is his genuine commitment to community engagement and outreach. He understands that effective governance requires listening to constituents and building bridges across different perspectives. As a parent of two children in our community, Mike has a personal stake in the decisions that will shape Scotts Valley's future.

Through my interactions with Mike over the years, I have consistently observed his integrity, level-headedness, and collaborative approach to problem-solving. These qualities, combined with his extensive experience in public administration and project management, make him exceptionally well-suited to serve on the City Council.

Mike has the experience, temperament, and community connection to step into this role and begin contributing immediately. I strongly encourage you to appoint him to fill this vacancy. Thank you for your consideration.

Sincerely,
Mike Diaz

Letter of Support for Greg Wimp – Scotts Valley City Council

From Kevin Maguire [REDACTED]
Date Wed 10/1/2025 10:55 AM
To City Council <citycouncil@scottsvally.gov>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Council,

I am writing to offer my strong support for **Greg Wimp** in his candidacy for Scotts Valley City Council. Greg is not only a successful entrepreneur and community builder, but also a generous and dedicated leader who has consistently invested his time, energy, and resources into the well-being of Santa Cruz County.

I have known Greg personally for over 20 years. He holds integrity, honesty, and fairness to the highest standards.

As the owner of multiple **Togo's locations**, Greg has created jobs, supported local families, and built opportunities for young people entering the workforce. Beyond his business success, Greg has always placed community first—contributing to countless events, sponsoring local initiatives, and lending a hand wherever it is needed. His impact is felt not just in Scotts Valley, but across all of Santa Cruz County.

What sets Greg apart is his **commitment to service and fairness**. He understands that as a council member, his responsibility is to represent and serve all members of the community. Greg has demonstrated time and again that he is a thoughtful, innovative problem solver who listens carefully, weighs all perspectives, and makes decisions with the best interests of the people at heart.

Scotts Valley deserves a leader who combines business experience, community engagement, and a forward-looking vision. Greg embodies all of these qualities. I am confident that he will approach his role on the council with integrity, creativity, and a genuine dedication to the future of Scotts Valley.

For these reasons, I wholeheartedly support **Greg Wimp for Scotts Valley City Council** and encourage others to join me in backing his campaign.

Sincerely,
Kevin Maguire

Please appoint Greg Wimp for Scotts Valley City Council

From Teresa Maguire [REDACTED]
Date Wed 10/1/2025 10:58 AM
To City Council <citycouncil@scottsvally.gov>

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To Whom It May Concern,

It is my honor to write this letter in support of **Greg Wimp** for Scotts Valley City Council. I have known Greg and his family for over 20 years, and in that time I have witnessed his integrity, generosity, and deep commitment to our community.

Greg is not only a successful entrepreneur, but also someone who has always been there for others. Through his ownership of multiple Togo's locations, he has provided jobs and opportunities for many local families. More importantly, Greg has consistently given back to the community—donating his time, energy, and resources to support countless events and causes throughout Santa Cruz County.

What stands out most to me is Greg's genuine care for people. He is approachable, kind, and dedicated to making a difference. Whether helping a neighbor, sponsoring youth activities, or stepping up for local causes, Greg leads by example. I know that as a council member, he will bring that same spirit of service and fairness to every decision, always putting the needs of Scotts Valley residents first.

As someone who has had the privilege of knowing Greg personally for so many years, I can say without hesitation that he is exactly the type of leader our community needs—thoughtful, hardworking, and deeply rooted in family and community values.

I wholeheartedly support **Greg Wimp for Scotts Valley City Council** and encourage others to do the same.

God Bless,

Teresa L. Maguire
Owner / Director

CAPITOLA CHILD CARE
831-247-8925

City Council member vacancy

From Lisa Berndt <[REDACTED]>

Date Wed 10/1/2025 3:48 PM

To Derek Timm <dtimm@scottsvalley.gov>; Steve Clark <sclark@scottsvalley.gov>; Krista Jett <kjett@scottsvalley.gov>; Donna Lind <dlind@scottsvalley.gov>; City Council <citycouncil@scottsvalley.gov>

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Dear Honorable Mayor and Members of the City Council,

I am writing to express my strong support for the appointment of **Orenda Randuch** and secondly, **Michael Zeller** to serve on the Scotts Valley City Council. Both individuals bring a wealth of experience, dedication, and a deep commitment to our community and the values that make our community wonderful.

Orenda Randuch has demonstrated years of service and leadership in Scotts Valley. Her longstanding involvement in local programs and her ability to listen, collaborate, and take action reflect the kind of steady leadership our city needs. She is deeply rooted in this community, and her perspective will ensure that the voices of residents are heard and valued.

Michael Zeller has consistently shown a thoughtful and pragmatic approach to addressing community issues. His background and professional expertise give him the ability to analyze complex challenges and work toward effective, balanced solutions. He values community input, advocacy, and outreach, qualities essential for a strong City Councilmember.

Together, Orenda and Michael embody the spirit of service and leadership. Appointing either of them would strengthen the Council's ability to guide Scotts Valley with vision, fairness, and dedication to the public good.

Thank you for your consideration and for your continued service to our community.

Sincerely,

--

Lisa Berndt

Sidesaddle Circle, Scotts Valley

City Council member vacancy

From Christina McQueen <[REDACTED]>

Date Wed 10/1/2025 3:29 PM

To Derek Timm <dtimm@scottsvalley.gov>; Steve Clark <sclark@scottsvalley.gov>; Krista Jett <kjett@scottsvalley.gov>; Donna Lind <dlind@scottsvalley.gov>; City Council <citycouncil@scottsvalley.gov>

Cc Bryan McQueen <bryan.mcqueen@gmail.com>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Honorable Mayor and Members of the City Council,

I am writing to express my strong support for the appointment of **Orenda Randuch** and secondly, **Michael Zeller** to serve on the Scotts Valley City Council. Both individuals bring a wealth of experience, dedication, and a deep commitment to our community and the values that make our community wonderful.

Orenda Randuch has demonstrated years of service and leadership in Scotts Valley. Her longstanding involvement in local programs and her ability to listen, collaborate, and take action reflect the kind of steady leadership our city needs. She is deeply rooted in this community, and her perspective will ensure that the voices of residents are heard and valued.

Michael Zeller has consistently shown a thoughtful and pragmatic approach to addressing community issues. His background and professional expertise give him the ability to analyze complex challenges and work toward effective, balanced solutions. He values community input, advocacy, and outreach, qualities essential for a strong City Councilmember.

Together, Orenda and Michael embody the spirit of service and leadership. Appointing either of them would strengthen the Council's ability to guide Scotts Valley with vision, fairness, and dedication to the public good.

Thank you for your consideration and for your continued service to our community.

Sincerely,

Christina & Bryan McQueen

San Augustine Way

Scotts Valley, CA 95066

In Support of Gregory Wimp

From Paul Goldberg <paulg@homelessgardenproject.org>

Date Wed 10/1/2025 4:32 PM

To City Council <citycouncil@scottsvally.gov>

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Dear Scotts Valley City Council,

I'm writing with deep admiration and gratitude for the contributions of Gregory Wimp to the Homeless Garden Project. In his capacity as owner of Togo's restaurant, he has been a generous supporter of our work, serving people experiencing homelessness with transitional employment. Greg regularly provides donations of food for our trainees and volunteers, including being a regular supporter of our annual Martin Luther King Jr Day of Service. I am so appreciative for all he does for the community and believe he is a tremendous asset to our community.

With deep appreciation,
Paul Goldberg
Director of Development
Homeless Garden Project

A little vote for Alex Titus

From Elana Titus [REDACTED]
Date Wed 10/1/2025 5:50 PM
To City Council <citycouncil@scottsvalley.gov>

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Dear Members of the Scotts Valley City Council,

I'm writing today as a proud resident of Scotts Valley and as the wife of Alexander Titus, to express my wholehearted support for his continued involvement in shaping the future of our city.

Alexander brings a rare blend of strategic thinking, deep integrity, and genuine care for our community. Whether he's engaging with local families, supporting innovative solutions, or advocating for thoughtful development, he consistently leads with both vision and humility. His background in science and business, paired with his commitment to public service, makes him uniquely equipped to help our city navigate complex challenges with clarity and purpose.

More than anything, Alexander listens. He takes the time to understand diverse perspectives, and he works tirelessly to build bridges—not just between ideas, but between people. I've seen firsthand how much he values transparency, collaboration, and long-term impact. Scotts Valley deserves leaders who are not only capable, but deeply invested in the well-being of every resident. Alexander is that kind of leader.

Thank you for your time and for your dedication to our city. I hope you'll continue to support Alexander's contributions and consider the value he brings to our shared future.

Thanks,
Elana Titus

Alexander Titus appointment to City Council

From Tony Petronio <[REDACTED]>
Date Wed 10/1/2025 5:47 PM
To City Council <citycouncil@scottsvally.gov>

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To Whom It May Concern,

I am writing this email in support of my good friend, Alexander Titus, for appointment to Scotts Valley City Council.

I have known Alex for over 13 years and have seen him grow into a strong leader. As a mentor and his former manager, I can tell you Alex takes on any new responsibility with passion and hard work, and always ensures success in the endeavours he partakes in. He is an excellent project manager, and knows how to motivate people to meet goals. I can see him being very effective as a council member, working with others, and his kind heart and calm demeanor will be of great benefit to address the challenges that are faced by Scotts Valley.

He also has a deep love for Scotts Valley, as evidenced by him applying his meteorology background to work with the police chief to get involved with the National Weather Service in Monterey, after the tornado that impacted Scotts Valley in December of 2024.

Best Regards,
Tony Petronio

Letter of support for Alex Titus

From Larry Miller [REDACTED]
Date Wed 10/1/2025 5:42 PM
To City Council <citycouncil@scottsvally.gov>
Cc Denise Miller <denisej199@gmail.com>

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To whom it may concern,

My wife, Denise, and I have lived in Scotts Valley for over 12 years. We have a foster daughter who went through middle school and high school here and we have a son in first grade at Vine Hill. We plan to live in Scotts Valley for the rest of our lives.

We know Alex and his family very well. His kids go to school at Vine Hill with our son. We know how passionate Alex is about our town. He is always keeping us up-to-date on what is happening in the community what issues we need to pay attention to. He is very supportive of the schools, which means a lot to us and the other parents we know. We see him at the Vine Hill often and at the school fundraisers. We think he would be an amazing addition to the city council and we hope that he will be appointed.

Sincerely,

Larry and Denise Miller
[REDACTED] Bordeaux Lane

September 27, 2025

Mayor Timm and Council Members,

[REDACTED] Although, I am unable to attend the upcoming Council Meeting of October 1, 2025. I want to affirm my interest as well as my commitment to the time requirements should I be selected to complete the current vacant term. As I related in my application, I believe Scotts Valley would benefit from a robust and contested election for an open seat in the 2026 election cycle. If selected, I would commit to not being a candidate in 2026. My current position on the Planning Commission has given me a clear understanding of the challenges faced with the state mandated Housing Element. Years of living and working in Scotts Valley have given me a sense of the wants and needs of our community. I have the time to commit to the demands of a council member.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Maffia". The signature is written in a cursive, flowing style.

Chuck Maffia

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-10100-000-000-000000					
134799	10/03/25	A SIGN ASAP	235.79	0	Regular
134800	10/03/25	AT&T	285.94	0	Regular
134801	10/03/25	BAY TREE, LLC	4,604.58	0	Regular
134802	10/03/25	DUNCAN AUTO TECH	136.19	0	Payment Manager
134803	10/03/25	LLOYD'S TIRE SERVICE INC.	112.17	0	Regular
134804	10/03/25	MEREDITH ROBERTS	1,000.00	0	Regular
134805	10/03/25	MP EXPRESS, INC.	85.13	0	Regular
134806	10/03/25	O'REILLY AUTOMOTIVE, INC	26.87	0	Regular
134807	10/03/25	PASCALE DROZEK	1,000.00	0	Regular
134808	10/03/25	PRODESSE PROPERTY GROUP	5,378.40	0	Regular
134809	10/03/25	ROD MARKELL	1,974.00	0	Regular
134810	10/03/25	SCARBOROUGH LUMBER	163.93	0	Regular
134811	10/10/25	A TOOL SHED, INC.	350.20	0	Regular
134812	10/10/25	ADOBE ANIMAL HOSPITAL SOQUEL	206.98	0	Regular
134813	10/10/25	AGILE OCCUPATIONAL MEDICINE	684.00	0	Regular
134814	10/10/25	AMAZON CAPITAL SERVICES	1,572.92	0	Regular
134815	10/10/25	AT&T	1,970.91	0	Regular
134816	10/10/25	AT&T	166.59	0	Regular
134817	10/10/25	AT&T	58.49	0	Regular
134818	10/10/25	AXON ENTERPRISE, INC	43,593.14	0	Regular
134819	10/10/25	BENJAMIN NOBLE	2,103.75	0	Regular
134820	10/10/25	CALIFORNIA COAST UNIFORM CO	35.00	0	Regular
134821	10/10/25	COMCAST	675.41	0	Payment Manager
134822	10/10/25	COMCAST	1,050.55	0	Regular
134823	10/10/25	COUNTY OF SANTA CLARA	1,490.79	0	Regular
134824	10/10/25	CROSSROADS SOFTWARE INC	33,400.00	0	Regular
134825	10/10/25	CRYSTAL SPRINGS WATER CO	312.05	0	Regular
134826	10/10/25	CSG CONSULTANTS, INC	15,139.50	0	Regular
134827	10/10/25	DARRYL PANG	375.00	0	Regular
134828	10/10/25	DARSHANA CROSKREY	34.99	0	Regular
134829	10/10/25	DAWN BANKS	160.00	0	Regular
134830	10/10/25	DUNCAN AUTO TECH	158.13	0	Payment Manager
134831	10/10/25	GOOD CITY COMPANY	14,620.00	0	Regular
134832	10/10/25	HINDERLITER, DE LLAMAS & ASSOC	3,034.35	0	Regular
134833	10/10/25	KARRIYMA PEKARY	250.00	0	Regular
134834	10/10/25	LINDA KAEMPFER BAKER	150.00	0	Regular
134835	10/10/25	M-GROUP	12,420.00	0	Regular
134836	10/10/25	MARY LOUISE DEFALCO	44.00	0	Regular
134837	10/10/25	NATIONAL COMTEL NETWORK INC.	9.26	0	Regular
134838	10/10/25	NBS GOVERNMENT FINANCE GROUP	3,275.36	0	Regular
134839	10/10/25	NICOLAY CONSULTING GROUP	5,000.00	0	Regular
134840	10/10/25	NORTH BAY FORD-LINCOLN-	603.44	0	Regular
134841	10/10/25	PETTY CASH - LAUREN LAMBERT	256.21	0	Regular
134842	10/10/25	PHILLIP D NEUMAN	36,134.53	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
134843	10/10/25	PRESS BANNER	550.75	0	Regular
134844	10/10/25	PURE VALLEY WATER, INC	1,040.15	0	Regular
134845	10/10/25	RALEY'S	25.14	0	Regular
134846	10/10/25	REGIONAL GOVERNMENT SERVICES	5,810.40	0	Regular
134847	10/10/25	SANTA CRUZ CNTY TAX COLLECTOR	606.84	0	Regular
134848	10/10/25	SCOTTS VALLEY ED. FOUNDATION	7,500.00	0	Regular
134849	10/10/25	SHARPS SOLUTIONS, LLC	95.00	0	Regular
134850	10/10/25	SHARRON BARTH	18.00	0	Regular
134851	10/10/25	U.S. BANCORP OFFICE	1,138.68	0	Regular
134852	10/10/25	U.S. POSTMASTER	500.00	0	Regular
134853	10/10/25	VISIT SANTA CRUZ COUNTY	13,416.18	0	Regular
134854	10/10/25	WAGE WORKS	125.00	0	Regular
134855	10/10/25	WILLIAM WISEMAN	18,834.00	0	Regular
134856	10/10/25	WIZIX TECHNOLOGY GROUP, INC	14.50	0	Payment Manager
134857	10/10/25	ZOLL MEDICAL CORPORATION	482.90	0	Payment Manager
134858	10/10/25	ACE PORTABLE SERVICES	2,174.86	0	Payment Manager
134859	10/10/25	AMAZON CAPITAL SERVICES	72.77	0	Regular
134860	10/10/25	ANDERSON PACIFIC ENG INC.	4,777.60	0	Regular
134861	10/10/25	BELLOWS PLUMBING HEATING & AIR	27,251.06	0	Regular
134862	10/10/25	BUSINESS WITH PLEASURE	117.71	0	Regular
134863	10/10/25	CARLOS SOTO	19,362.50	0	Regular
134864	10/10/25	CENTRAL HOME SUPPLY	140.95	0	Regular
134865	10/10/25	CHAD PRICE	130.00	0	Regular
134866	10/10/25	COMMUNITY TREE SERVICE, INC.	6,650.00	0	Payment Manager
134867	10/10/25	COMPLETE MAILING SERVICE	213.94	0	Regular
134868	10/10/25	CRYSTAL SPRINGS WATER CO	8.00	0	Regular
134869	10/10/25	ENTERPRISE FM TRUST	11,863.03	0	Regular
134870	10/10/25	ENVIRONMENTAL INNOVATIONS	10,015.64	0	Regular
134871	10/10/25	FIRST ALARM	144.03	0	Regular
134872	10/10/25	GRAHAM CONTRACTORS INC	3,984.00	0	Regular
134873	10/10/25	GRAINGER	286.53	0	Regular
134874	10/10/25	HOSE SHOP	2,326.37	0	Regular
134875	10/10/25	INTERSTATE SALES	718.32	0	Regular
134876	10/10/25	JEREMY LONG	369.24	0	Regular
134877	10/10/25	K & D LANDSCAPING, INC.	5,151.93	0	Regular
134878	10/10/25	MID VALLEY SUPPLY	1,688.92	0	Payment Manager
134879	10/10/25	MISSION UNIFORM SERVICE	287.31	0	Payment Manager
134880	10/10/25	MONTEREY BAY ANALYTICAL SVCS	837.80	0	Regular
134881	10/10/25	NATIONAL COMTEL NETWORK INC.	8.25	0	Regular
134882	10/10/25	O'REILLY AUTOMOTIVE, INC	16.43	0	Payment Manager
134883	10/10/25	OLIN CORPORATION AS SOLE	5,094.73	0	Regular
134884	10/10/25	PACIFIC GAS & ELECTRIC CO	83,489.43	0	Regular
134885	10/10/25	PURETEC INDUSTRIAL WATER	59.66	0	Regular
134886	10/10/25	RDO EQUIPMENT CO.	414.99	0	Regular
134887	10/10/25	RICE LAKE WEIGHING SYSTEMS, INC	1,823.11	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
134888	10/10/25	ROSS RECREATION EQUIPMENT INC.	547.30	0	Regular
134889	10/10/25	S.V. WATER DISTRICT	12,752.67	0	Regular
134890	10/10/25	SAN LORENZO VALLEY WATER DISTR	336.26	0	Regular
134891	10/10/25	SCARBOROUGH LUMBER	747.52	0	Regular
134892	10/10/25	SUPERIOR ALARM COMPANY	96.00	0	Regular
134893	10/10/25	THE PIED PIPER INC.	311.00	0	Payment Manager
134894	10/10/25	WEX BANK	9,980.42	0	Regular

85	Checks total:	446,150.72
0	ACH total:	
0	EFTPS total:	
0	Wire transfer total:	
11	Payment Manager total:	12,595.65
96	GRAND TOTALS	458,746.37

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 10/15/2025
TO: Honorable Mayor and City Council
FROM: Allison Pfefferkorn, Recreation Division Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Approve Rental Use Agreements with Scotts Valley Girls Softball League, Scotts Valley Girls Softball Trouble League and the Scotts Valley Little League**

SUMMARY OF ISSUE

The Scotts Valley Little League, Scotts Valley Girls Softball and Scotts Valley Girls Softball Trouble League have had a long history of providing positive, enriching youth sports in Scotts Valley at Siltanen Park. Throughout the years, the Leagues have been charged a per player fee based on the Recreation Fee Schedule for the use of the Siltanen fields to hold practices and games. Since 2016, there has only been a \$3 increase in the per player cost. Historically, the Leagues took a larger role in maintaining the sports fields and amenities at Siltanen Park. Now that the City is fully staffed and its maintenance team has the capacity to conduct extra work on a regular basis to maintain the quality of the sports fields to a higher level than other general recreational areas of our City Parks, it is appropriate for the City to charge sports field rental fees that help to recoup those additional costs.

Following the direction of the City Council, the Recreation Division has been evaluating fees and expenses and creating a cost recovery policy which emphasizes a beneficiary of service philosophy. In January 2025, the City Council approved the updated Recreation Fee Schedule which states that Sports Leagues and Club rental fees are established through separate agreements.

Over the past six months, City staff and representatives from the Softball and Little Leagues have met several times to collaboratively develop field use agreements and update rental fees that are equitable and sustainable for the City and the Leagues. Five-year agreements have been negotiated to establish a predictable fee structure, document communication expectations for schedules, reservations, and field closures as well as clarify facility maintenance responsibilities and volunteer project opportunities. The purpose of this approach is to provide guidelines for collaboration as well as clarity of when the leagues are not using the City's facilities and therefore, they are available to the public or other interested sports users. The fee schedule steadily brings overall rental fees in line with the City's long-term cost recovery goals while avoiding sudden or burdensome cost impacts on leagues and their participants. Using a phased approach, leagues and families have the ability to plan and budget for the changes in advance, making the transition more manageable. This structure

reflects a balance between the City's financial sustainability goals and the need to keep recreation opportunities accessible and sustainable for the community.

These agreements will provide a framework for the City and Leagues to work together to continue to build a supportive, strong, ongoing partnership with the shared goal of providing youth sports opportunities to the residents of Scotts Valley.

FISCAL IMPACT

The following charts depict the 5-year fees for each league. These fees reflect the number of fields used, the length of the season (number of hours used) and the approximate number of participants in each program. These fees collectively begin to approach 50% cost recovery for sports-related field maintenance on the five ball fields at Siltanen Park by the fifth year.

Rental Fee Schedule	2026 season	2027 season	2028 Season	2029 Season	2030 Season
Little League	\$ 2,388	\$ 3,288	\$ 4,338	\$ 5,538	\$ 7,338
Girls Softball	\$ 3,073	\$ 3,871	\$ 4,802	\$ 5,866	\$ 7,462
Trouble League	\$ 1,100	\$ 1,412	\$ 1,776	\$ 2,192	\$ 2,816

STAFF RECOMMENDATION

It is recommended that Council authorize the City Manager to execute Rental Use Agreements with the Scotts Valley Girls Softball League, Scotts Valley Girls Softball Trouble League and the Scotts Valley Little League in a form acceptable to the City Attorney.

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1. 2026 Softball MOU final
2. 2026 Little League MOU final
3. 2026 Trouble Softball MOU Final

RENTAL USE AGREEMENT FOR THE SILTANEN PARK SPORTS FIELDS

THIS RENTAL USE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Facility Owner," and SCOTTS VALLEY GIRLS SOFTBALL LEAGUE, hereinafter referred to as "Site User."

RECITALS

- A. The Facility Owner owns Siltanen Park located at 127 Vine Hill Road, Scotts Valley, California, 95066 (the "Property").
- B. The Lower Fields 3 & 4, Upper Field #2, are located within the Siltanen Park (the "Premises").
- C. Site User desires to use the Premises for the purpose of youth softball.
- D. Facility Owner and the Site User desire to enter into this Agreement to formalize Site User's use of the Premises.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Facility Owner and Site User agree as follows:

AGREEMENT

- A. PREMISES:** Facility Owner hereby rents to Site User and Site User hereby rents from Facility Owner the Premises, as shown on Exhibit A attached hereto.
- B. USE OF PREMISES:**
 - 1. Permitted Uses.** Facility Owner hereby grants permission to Site User to occupy the Premises for youth softball for the time periods agreed upon as set in Section B.3.a-c. Site User shall have the right to use the Premises at other times, provided it requests such right to use the Premises no later than two (2) weeks prior to the requested time and the Premises are not already committed to another party by Facility Owner. Additional rental fees will apply based on the City's current Fee Schedule.
 - 2. Conditions of Use of Premises.** Site User shall comply with all conditions listed in Exhibit B attached hereto. City reserves the right to close the Premises or portion thereof for any reason that may require facility closure.
 - 3. Season Schedule.**
 - a. Blackout Dates**
 - i. Facility Owner shall have the right to designate blackout dates for special events and scheduled field maintenance.
 - ii. Facility Owner shall notify Site User of any blackout dates no later than one (1) month prior to the season schedule deadline for that season.
 - b. Schedule Submission**
 - i. Site User shall submit the preliminary season schedule to the Facility Owner no

later than first week of November for the following year and the Final season schedule by the first week of February, at the beginning of the season.

ii. The season schedule submission shall include the following information: days, times, events, field use. This includes practice, games, coaches meeting, field workdays, tryouts, or other regular league activities.

iii. Submission of dates and times shall not constitute a guarantee of availability until confirmed in writing by the Facility Owner. Facility Owner will provide confirmation within 15 days of receiving the final submission each season.

c. **Tournaments, Camps, Clinics and other non-routine activities** are subject to a facility reservation made at least two weeks in advance and based on the then current hourly fee listed in the City's Annual Fee Schedule and availability is subject to Recreation's facility rental calendar. Tournaments may be subject to a Special event reservation and must be requested using the City's standard special event form, comply with all special event rules and be reserved a minimum of 60 days in advance.

d. **Field Closures and Rescheduled Activities:** The City has sole authority to close the fields for any reason. Failure to notify the City of date or time changes of field use due to inclement weather or other cause may result in the field being unavailable for League Use.

Any rescheduled activities due to field closures or inclement weather, if moved to a date not included in the confirmed season schedule, must receive approval from the facility owner.

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

D. TERM: The Term ("Term") of this Agreement shall commence on October 10, 2025 and shall terminate on October 1, 2030, unless sooner terminated as provided herein, and shall apply only during the confirmed season schedule.

E. RENT: Site User agrees to pay Facility Owner, as Rent for the Premises the amounts below. Such payments shall be made by March 1st of each year to the City address designated in Section F.

F. The annual field use base field schedule is as follows:

	2026	2027	2028	2029	2030
Girls Softball	\$3,073	\$3,871	\$4,802	\$5,866	\$7,462

1. **Included in Rent:** Regular league activities; tryouts, regularly scheduled games, and regular team practices not to exceed 700 field hours per year. Regular activities that are rescheduled due to inclement weather or field closure are also included in the Rent.
2. **Excluded from Rent:** Tournaments, camps, clinics, fundraisers, gear swaps, end of the season celebrations, use of the snack shack.

G. TEAM ROSTER. Site User shall submit the team rosters to Facility Owner, in compliance with insurance requirements, by March 1st of each year.

H. UTILITIES: Facility Owner shall maintain all utilities on the Site including water and electricity.

I. NOTICE: Any formal notice, request, demand, or instruction related to the terms of the Agreement to be given to either party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by electronic mail provided that an original copy of the transmission shall be mailed by regular mail, to Facility Owner and Site User at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder. This notice provision shall not apply to general updates or information provided between Site User and Facility Owner.

Facility Owner:	Site User:
CITY OF SCOTTS VALLEY	SCOTTS VALLEY GIRLS SOFTBALL
One Civic Center Drive Scotts Valley, CA 95066	715 Tabor Drive
Attn: Finance Department	Scotts Valley, CA 95066
Tel: (831) 440-5600	

J. LIABILITY AND INDEMNITY:

1. Of Facility Owner. Site User shall indemnify and hold harmless Facility Owner, and its employees, elected officials, consultants, agents, invitees, and independent contractors (collectively "Agents") of Facility Owner against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Site User's use of the Premises or from any activity done, permitted or suffered by Site User in or about the Premises. If any action or proceeding is brought against Facility Owner or any of its Agents by reason of any such

claim, upon notice from Facility Owner, Site User shall defend the same at Site User's expense by counsel reasonably satisfactory to Facility Owner.

2. Of Site User. Facility Owner shall indemnify and hold harmless Site User, and its players, families, guests, invitees, agents or customers (collectively "Agents") of Site User against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Facility Owner's use of the Premises or from any activity done, permitted or suffered by Facility Owner in or about the Premises. If any action or proceeding is brought against Site User by reason of any such claim, upon notice from Site User, Facility Owner shall defend the same at Facility Owner's expense by counsel reasonably satisfactory to both Site User and Facility Owner.

The obligations of Site User and Facility Owner under this Section I shall survive any termination of this Agreement.

K. SURRENDER: Site User agrees that on the last day of the Term, Site User shall surrender and vacate the Premises in good condition and repair (damage by Acts of God, fire, and normal wear and tear excepted). The obligations herein shall survive the termination of the Agreement.

L. MAINTENANCE AND REPAIR OF PREMISES: Maintenance of the Premises is the shared responsibility of the Facility Owner and Site User as described in Exhibit B.

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

N. SITE USER'S DEFAULT: The occurrence of any one of the following events shall constitute an event of Default on the part of Site User ("Default"):

- 1.** The complete abandonment of the Premises by Site User;
- 2.** Failure to pay Rent by the first week of March each year, said failure continuing for a period of ten (10) days after written notice thereof from Facility Owner to Site User;
- 3.** A general assignment by Site User for the benefit of creditors, without the prior written approval of Facility Owner, which approval shall not be unreasonably withheld;
- 4.** The filing of a voluntary petition in bankruptcy by Site User, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Site User's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Site User continues to make timely rental payments to Facility Owner;
- 5.** Failure in the performance of any of Site User's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from Facility Owner to Site User, provided that, if Site User has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) business day period despite reasonable diligence, Site User shall not be in Default under

this subsection unless Site User fails thereafter diligently and continuously to cure such failures; or

6. Unauthorized repairs or maintenance of the Premises.

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

O. FACILITY OWNER'S REMEDIES:

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

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

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

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

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

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

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

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

thirty (30) days.

Q. LIABILITY INSURANCE: During the Term of this Agreement, Site User shall, at Site User's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits in the amount required by the Monterey Bay Area Self Insurance Authority for the Facility Owner and subject to the requirements as more specifically provided in Exhibit C attached hereto.

R. ASSIGNMENT BY SITE USER: Site User shall not voluntarily or by operation of law assign all or any part of Site User's interest in the Agreement or in the Premises, without Facility Owner's prior written consent, which consent may be withheld in the sole and absolute discretion of Facility Owner or conditioned.

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

T. WAIVER: The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Facility Owner shall not be deemed to be a waiver of any preceding breach by Site User, other than the failure of Site User to pay the particular rental so accepted, regardless of Facility Owner's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Facility Owner on any Default by Site User or in the exercise of any right or remedy of Site User shall impair such a right or remedy or be construed as a waiver. Any waiver by Facility Owner of any Default must be in writing and shall not be a waiver of another Default concerning the same or any other provisions of this Agreement.

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

V. SUBORDINATION: Facility Owner shall have the right to cause this Agreement to be and remain subject and subordinate to any and all mortgages and deeds of trust, if any ("Encumbrances") that are now or may hereafter be executed covering the Premises, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that upon the foreclosure of any such mortgage or deed of trust, so long as Site User is not in Default, the holder thereof ("Holder") shall agree in writing to recognize Site User's rights under this Agreement as long as Site User shall pay the Rent and observe and perform all the provisions of this Agreement to be observed and performed by Site User. Within twenty (20) days after Facility Owner's written request, Site User shall execute, acknowledge, and deliver any and all reasonable documents required by Facility Owner or the Holder to effectuate such subordination. If Site User fails to do so, such failure shall constitute a Default by Site User under

this Agreement. Pursuant to the terms of this paragraph, Site User hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers, or remedies under such Encumbrance.

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

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

IN WITNESS WHEREOF, Facility Owner and Site User have executed this Agreement as of the 1st day of October 2025.

FACILITY OWNER:	SITE USER:
CITY OF SCOTTS VALLEY	SCOTTS VALLEY GIRLS SOFTBALL
By: Mali LaGoe, City Manager	By: Kelly Weaver, President of Scotts Valley Softball
Approved as to form by: Kirsten Powell, City Attorney	

EXHIBIT A

PREMISIS



EXHIBIT B

Sports League Field Conditions of Use of Premises

Field Preparation Responsibilities

The Site User shall be responsible for all routine field preparation, including, but not limited to, line marking, infield grooming, bases, and pitcher's mound.

Field preparation activities may occur during approved daylight hours to minimize the impact to public users of the Site.

Field Maintenance Responsibilities

The Public Works Department Maintenance team shall maintain the Premises including mowing, irrigation, fertilizing, and pest control and artificial turf maintenance. The Maintenance Division Manager ("MDM") may provide Site User with the schedule of planned maintenance activities at the Site Users request.

Fields are generally mowed weekly during sports season. If routine mowing or watering will be interrupted, the Recreation Division Manager will notify the Site User as soon as possible.

Control of burrowing rodents will be scheduled twice a month, generally on Tuesdays. Methods will include physical and chemical controls. If burrows pose a risk to safety, Maintenance will repair the damage, normally by backfilling the topsoil.

The Site User may request to assist with any of these activities from time to time. Requests should be directed to the MDM. The MDM may approve or deny requests, in their sole discretion, as determined to be in the best interest of the City.

In the event the MDM approves the request of Site User to assist with maintenance, all persons performing field prep work, operating special equipment or field maintenance must have a completed volunteer waiver on file with the Recreation Division Manager.

Fertilizing and pest control activities may require special licensure or certification. Only individuals with required licenses or certifications will be allowed to participate in activities requiring such licensure or certification. Licenses and/or certifications must be submitted to the MDM for verification. A written request must be made to the MDM to conduct any fertilization or pest control. Such activities may commence only when given approval from MDM. All activities shall comply with state and local regulations that apply, including maintenance of application logs.

Only the MDM has the authority to close the Premises for maintenance activities and public safety.

General Park Maintenance

The Public Works Department Maintenance team shall maintain in good order the surrounding structures and grounds of the Property, including, but not limited to, landscaped areas, dumpsters service, parking lots, restrooms, access, pathways, and other public areas.

If a facility requires maintenance that may interrupt league activity, Site User will be notified with a description of the issue and the estimated return to service.

The Site User is responsible for reporting issues or concerns related to park maintenance for emergency and non-emergencies:

Non-emergency contact: pwmaint@scottsvally.gov

Emergency contact: 831-440-5670

Damage to Site

During the Term, Site User shall not do anything to cause any damage to the Premises. In the event damage is caused by Site User or any of its players, families, guests, invitees, agents or customers, Site User shall be responsible, at its sole cost and expense, to repair the damage. Site User shall inform the MDM of any damages to the Premises. Repair work must be approved in advance by the MDM.

Volunteer Labor

In the event the MDM approves work to be performed by the Site User, the Site User shall not hire professional contractors, vendor or service providers to perform work on the Premises. Under no circumstances shall the Site User pay any individual or company to work on the Premises. The Site User may utilize volunteers to perform any approved work to the Premises approved by the MDM provided all volunteers complete the City's volunteer form and return it to the City prior to any work.

Approvals

Special Equipment: Any machinery or equipment (vehicles, implements, power tools, accessories, etc) intended for use outside of routine field preparation must receive prior approval from the MDM. The Site User shall submit a request for approval, detailing the specifications and intended use of such equipment, person(s) operating the special equipment and volunteer waivers at least 5 days in advance of the use of the special equipment.

Field Marking: Lining, use of signs, driving of stakes, or other activity that will alter existing field conditions must be approved by the MDM in advance.

Landscaping: If Site User desires to add landscaping or modify the existing landscaping on the Premises, Site User shall submit a prior written request to the MDM which includes drawings of the proposed landscaping or modifications. MDM shall approve or deny the request at their sole discretion, based on the best interest of the Facility Owner. If the request to add to or modify the landscaping is granted, Site User shall only utilize volunteers to perform the work.

Signs: Any sponsorship or promotional signs to be hung on the backstop, fencing or facility structure must be approved by the RDM and comply with the City's municipal code. Approved signs shall be removed at the end of the Term.

Storage

Site User can make a request to the MDM and RDM to store items on the Premises. No items shall be stored on the Premises without the prior written consent of the MDM and the RDM. Any items stored on the Premises without the prior written consent of the MDM and RDM may be removed by the MDM. MDM may request Site User to remove stored items if they become unsafe at any time.

The City assumes no responsibility for lost, stolen or damaged property within a storage unit or any damage to the storage unit.

Access/keys to compliant storage units will be provided by City.

New storage: A request for a new storage unit may be made to the RDM. The RDM will determine if the installation of a new storage unit is in the best interest of the City and may approve or deny the request in their sole discretion. If approved, new installation or construction of any kind must be performed solely by volunteers and comply with applicable state, federal and local laws and obtain any required permits.

Access to Fields

Use of vehicles, including golf carts, ATVs, UTVs, etc. within the Property or the Premises must be approved in advance by the MDM.

Environmental Health and Safety

Any Site User activities must be managed in a way that is compliant with any applicable environmental health and safety code(s). The Facility Owner is not responsible for any regulatory violations or penalties that may result from Site User's activities.

Exhibit C:
Insurance Requirements for Rental of Facilities

Site User shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the Premises and the activities of the Site User, players, families, guests, invitees, agents or customers. Site User shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Site User, players, families, guests, invitees, agents or customer.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage. (**Note** – required only if auto is used in performance of work).
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (**Note** – required only if Site User has employees).
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the Site User maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Site User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require The Site User to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or

equipment furnished in connection with such work or operations.

2. For any claims related to this contract, the **Instructor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the Entity. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Additional Insured Status

The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Site User including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Site User's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Site User's insurance coverage shall be primary insurance and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees, or volunteers shall be excess of the Site User's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Site User hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Site User may acquire against the Landlord by virtue of the payment of any loss under such insurance. Site User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Landlord.

Verification of Coverage

Site User shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Landlord before the Term commences. All certificates and endorsements are to be received and approved by the Landlord *at least five days* before Site User commences activities.



Exhibit E
CITY OF SCOTTS VALLEY
Volunteer Project Form

Project Name: _____

Date(s) of project: _____ **Time of project:** _____

Location of project:

Organization (if applicable):

Point Person(s): **Name, Phone Number & Email**

Scope of the Project:

Materials Needed: *(List all required tools, supplies, and resources for the project.)*

Item	Quantity	Provided by	Use

--	--	--	--

Staff Use _____

Estimated Staff Time: _____

Estimated Cost to City: _____

Estimated Donated Funds: _____

Approved: _____ YES _____ NO- Notes: _____

Maintenance Division Manger

Recreation Division Manager

Exhibit E



Activity: _____

Date/s: _____

Volunteer Waiver & Release of Liability, Assumption of Risk and Indemnity Agreement - Adult

Please print all information, sign where asked for signature.

Volunteer Applicant Name: _____

Address: _____ Phone: _____

E-mail: _____

I, _____, (hereafter the “Undersigned”) being an adult over the age of eighteen (18), desire to participate in volunteer activities (the “Activity”) of the City of Scotts Valley (the “City”). THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which otherwise may be sustained as a result of being engaged in such Activity.

1. In exchange for participating in the Activity, the Undersigned on behalf of his or her self, heirs, estate, insurers, representatives and assigns hereby fully releases, waives, discharges and covenants not to sue the City of Scotts Valley, its employees, elected and appointed officials, volunteers, attorneys, agents and any other person(s) acting on the City’s behalf (hereafter the ‘Releasees’) from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) to the Undersigned or any other person, arising out of or relating to the Undersigned’s participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.
2. The Undersigned understands and acknowledges responsibility for any injury or damage the Undersigned causes to others during the Activity and hereby agrees to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) caused by my negligence or willful misconduct, in the performance of the Activity.
3. **COVID-19:** By signing this waiver to volunteer with the City, the Undersigned acknowledges that you have read, understand, and will comply with all measures outlined by the State of California Governor’s Office as outlined at www.COVID.CA.GOV, as well as any restrictions put in place by the Santa Cruz County Public Health Officer as they pertain to safety and preparedness for COVID-19. All volunteers are encouraged to stay home should they have a fever or other COVID-19 symptoms. Volunteers must

comply with all state and local social distancing requirements, including the wearing of a mask, in effect at the time of the Activity. Individuals deemed high risk by the CDC or CA Department of Public Health, including those with underlying medical conditions are responsible for reading and understanding the following CDC guidance for groups of people with an increased risk for severe illness: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in this program, and I hold the City harmless from any and all COVID- 19 related liability or responsibility due to my participation in this program.

4. The Undersigned hereby grants to the City of Scotts Valley and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the City of Scotts Valley and their legal representatives and assigns from all claims and liability relating to said photographs.
5. The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.
6. The Undersigned understands and covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Civil Code Section 1542, which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

I hereby certify I have never been arrested for or convicted of any felony or misdemeanor involving sexual or physical abuse of any adult or child, or any felony narcotics offense. If deemed necessary for the program for which I choose to volunteer, I authorize the City of Scotts Valley to obtain my criminal records and understand that the fact that I am applying to volunteer will be reported to law enforcement agencies. All statements and information submitted on this application are true and correct

Signed: _____

Date: _____

Signed: _____ Date: _____

RENTAL USE AGREEMENT FOR THE SILTANEN PARK SPORTS FIELDS

THIS RENTAL USE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Facility Owner," and SCOTTS VALLEY LITTLE LEAGUE, hereinafter referred to as "Site User."

RECITALS

- A. The Facility Owner owns Siltanen Park located at 127 Vine Hill Road, Scotts Valley, California, 95066 (the "Property").
- B. The Majors Field and Upper Field #1 are located within the Property (the "Premise").
- C. Site User desires to use the Premise for the purpose of youth baseball.
- D. Facility Owner and the Site User desire to enter into this Agreement to formalize Site User's use of the Premises.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Facility Owner and Site User agree as follows:

AGREEMENT

A. PREMISE: Facility Owner hereby rents to Site User and Site User hereby rents from Facility Owner the Premises, as shown on Exhibit A attached hereto.

B. USE OF PREMISES:

1. Permitted Uses. Facility Owner hereby grants permission to Site User to occupy the Premises for youth baseball for the time periods agreed upon as set in Section B.3.a-c. Site User shall have the right to use the Premises at other times, provided it requests such right to use the Premises no later than two (2) weeks prior to the requested time and the Premises are not already committed to another party by Facility Owner. Additional rental fees will apply based on the City's current Fee Schedule.

2. Conditions of Use of Premises. Site User shall comply with all conditions listed in Exhibit C attached hereto. City reserves the right to close the Premises or portion thereof for any reason that may require facility closure.

3. Season Schedule.

a. Blackout Dates

- i. Facility Owner shall have the right to designate blackout dates for special events and scheduled field maintenance.
- ii. Facility Owner shall notify Site User of any blackout dates no later than one (1) month prior to the season schedule deadline for that season.

b. Schedule Submission

- i. Site User shall submit the preliminary season schedule to the Facility Owner no

later than first week of November for the following year and the Final season schedule by the first week of February, at the beginning of the season.

ii. The season schedule submission shall include the following information: days, times, events, field use. This includes practice, games, coaches meeting, field workdays, tryouts, or other regular league activities.

iii. Submission of dates and times shall not constitute a guarantee of availability until confirmed in writing by the Facility Owner. Facility Owner will provide confirmation within 15 days of receiving the final submission each season.

c. **Tournaments, Camps, Clinics and other non-routine activities** are subject to a facility reservation made at least two weeks in advance and based on the current hourly fee listed in the City's Annual Fee Schedule and availability is subject to Recreation's facility rental calendar. Tournaments may be subject to a Special event reservation and must be requested using the City's standard special event form, comply with all special event rules and be reserved a minimum of 60 days in advance.

d. **Field Closures and Rescheduled Activities:** The City has sole authority to close the fields for any reason. Failure to notify the City of date or time changes of field use due to inclement weather or other cause may result in the field being unavailable for League Use.

Any rescheduled activities due to field closures or inclement weather, if moved to a date not included in the confirmed season schedule, must receive approval from the facility owner.

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

D. TERM: The Term ("Term") of this Agreement shall commence on October 10, 2025 and shall terminate on October 1, 2030, unless sooner terminated as provided herein, and shall apply only during the confirmed season schedule.

E. RENT: Site User agrees to pay Facility Owner, as Rent for the Premises the amounts below. Such payments shall be made by March 1st of each year to the City address designated in Section H. The annual field use base field schedule is as follows:

	2026	2027	2028	2029	2030
Little League	\$2,388	\$3,288	\$4,338	\$5,538	\$7,338

Included in Rent: Regular league activities; tryouts, regularly scheduled games, and regular team practices not to exceed 1200 field hours per year Regular activities that are rescheduled due to inclement weather or field closure are also included in Rent.

Excluded in Rent: Tournaments, camps, clinics, fundraisers, gear swaps, end of the season celebrations.

F. TEAM ROSTER. Site User shall submit the team rosters to Facility Owner, in compliance with insurance requirements, by March 1st of each year.

G. UTILITIES: Facility Owner shall maintain all utilities on the Site including water and electricity.

H. NOTICE: Any formal notice, request, demand, or instruction related to the terms of the Agreement to be given to either party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by electronic mail provided that an original copy of the transmission shall be mailed by regular mail, to Facility Owner and Site User at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder. This notice provision shall not apply to general updates or information provided between Site User and Facility Owner.

Facility Owner:	Site User:
CITY OF SCOTTS VALLEY	SCOTTS VALLEY LITTLE LEAGUE
One Civic Center Drive Scotts Valley, CA 95066	P.O. Box 66268
Attn: Finance Department	Scotts Valley, CA 95067
Tel: (831) 440-5600	

I. LIABILITY AND INDEMNITY:

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

2. Of Site User. Facility Owner shall indemnify and hold harmless Site User, and its players, families, guests, invitees, agents or customers (collectively "Agents") of Site User against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Facility Owner's use of the Premises or from any activity done, permitted or suffered by Facility Owner in or about the Premises. If any action or proceeding is brought against Site User by reason of any such claim, upon notice from Site User, Facility Owner shall defend the same at Facility Owner's expense by counsel reasonably satisfactory to both Site User and Facility Owner.

The obligations of Site User and Facility Owner under this Section I shall survive any termination of this Agreement.

J. SURRENDER: Site User agrees that on the last day of the Term, Site User shall surrender and vacate the Premises in good condition and repair (damage by Acts of God, fire, and normal wear and tear excepted). The obligations herein shall survive the termination of the Agreement.

K. MAINTENANCE AND REPAIR OF PREMISES: Maintenance of the Premises is the shared responsibility of the Facility Owner and Site User as described in Exhibit C.

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

M. SITE USER'S DEFAULT: The occurrence of any one of the following events shall constitute an event of Default on the part of Site User ("Default"):

1. The complete abandonment of the Premises by Site User;
2. Failure to pay Rent by the first week of March each subsequent year, said failure continuing for a period of ten (10) days after written notice thereof from Facility Owner to Site User;
3. A general assignment by Site User for the benefit of creditors, without the prior written approval of Facility Owner, which approval shall not be unreasonably withheld;
4. The filing of a voluntary petition in bankruptcy by Site User, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Site User's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Site User continues to make timely rental payments to Facility Owner;
5. Failure in the performance of any of Site User's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from Facility Owner to Site User, provided that, if Site User has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) business day period despite reasonable diligence, Site User shall not be in Default under this subsection unless Site User fails thereafter diligently and continuously to cure such

failures; or

6. Unauthorized repairs or maintenance of the Premises.

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

N. FACILITY OWNER'S REMEDIES:

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

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

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

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

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

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

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

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

P. LIABILITY INSURANCE: During the Term of this Agreement, Site User shall, at Site User's

expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits in the amount required by the Monterey Bay Area Self Insurance Authority for the Facility Owner and subject to the requirements as more specifically provided in Exhibit C attached hereto.

Q. ASSIGNMENT BY SITE USER: Site User shall not voluntarily or by operation of law assign all or any part of Site User's interest in the Agreement or in the Premises, without Facility Owner's prior written consent, which consent may be withheld in the sole and absolute discretion of Facility Owner or conditioned.

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

S. WAIVER: The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Facility Owner shall not be deemed to be a waiver of any preceding breach by Site User, other than the failure of Site User to pay the particular rental so accepted, regardless of Facility Owner's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Facility Owner on any Default by Site User or in the exercise of any right or remedy of Site User shall impair such a right or remedy or be construed as a waiver. Any waiver by Facility Owner of any Default must be in writing and shall not be a waiver of another Default concerning the same or any other provisions of this Agreement.

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

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

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

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

IN WITNESS WHEREOF, Facility Owner and Site User have executed this Agreement as of the 1st day of October 2025.

FACILITY OWNER: CITY OF SCOTTS VALLEY	SITE USER: SCOTTS VALLEY LITTLE LEAGUE
By: Mali LaGoe, City Manager	By: Jason Robideaux, President of Scotts Valley Little League
Approved as to form by: Kirsten Powell, City Attorney	

EXHIBIT A

PREMISIS



EXHIBIT B

Sports League Field Conditions of Use of Premises

Field Preparation Responsibilities

The Site User shall be responsible for all routine field preparation, including, but not limited to, line marking, infield grooming, bases, and pitcher's mound.

Field preparation activities may occur during approved daylight hours to minimize the impact to public users of the Site.

Field Maintenance Responsibilities

The Public Works Department Maintenance team shall maintain the Premises including mowing, irrigation, fertilizing, and pest control and artificial turf maintenance. The Maintenance Division Manager ("MDM") may provide Site User with the schedule of planned maintenance activities at the Site Users request.

Fields are generally mowed weekly during sports season. If routine mowing or watering will be interrupted, the Recreation Division Manager will notify the Site User as soon as possible.

Control of burrowing rodents will be scheduled twice a month, generally on Tuesdays. Methods will include physical and chemical controls. If burrows pose a risk to safety, Maintenance will repair the damage, normally by backfilling the topsoil.

The Site User may request to assist with any of these activities from time to time. Requests should be directed to the MDM. The MDM may approve or deny requests, in their sole discretion, as determined to be in the best interest of the City.

In the event the MDM approves the request of Site User to assist with maintenance, all persons performing field prep work, operating special equipment or field maintenance must have a completed volunteer waiver on file with the Recreation Division Manager.

Fertilizing and pest control activities may require special licensure or certification. Only individuals with required licenses or certifications will be allowed to participate in activities requiring such licensure or certification. Licenses and/or certifications must be submitted to the MDM for verification. A written request must be made to the MDM to conduct any fertilization or pest control. Such activities may commence only when given approval from MDM. All activities shall comply with state and local regulations that apply, including maintenance of application logs.

Only the MDM has the authority to close the Premises for maintenance activities and public safety.

General Park Maintenance

The Public Works Department Maintenance team shall maintain in good order the surrounding structures and grounds of the Property, including, but not limited to, landscaped areas, dumpsters service, parking lots, restrooms, access, pathways, and other public areas.

If a facility requires maintenance that may interrupt league activity, Site User will be notified with a description of the issue and the estimated return to service.

The Site User is responsible for reporting issues or concerns related to park maintenance for emergency and non-emergencies:

Non-emergency contact: pwmaint@scottsvally.gov

Emergency contact: 831-440-5670

Damage to Site

During the Term, Site User shall not do anything to cause any damage to the Premises. In the event damage is caused by Site User or any of its players, families, guests, invitees, agents or customers, Site User shall be responsible, at its sole cost and expense, to repair the damage. Site User shall inform the MDM of any damages to the Premises. Repair work must be approved in advance by the MDM.

Volunteer Labor

In the event the MDM approves work to be performed by the Site User, the Site User shall not hire professional contractors, vendor or service providers to perform work on the Premises. Under no circumstances shall the Site User pay any individual or company to work on the Premises. The Site User may utilize volunteers to perform any approved work to the Premises approved by the MDM provided all volunteers complete the City's volunteer form and return it to the City prior to any work.

Approvals

Special Equipment: Any machinery or equipment (vehicles, implements, power tools, accessories, etc) intended for use outside of routine field preparation must receive prior approval from the MDM. The Site User shall submit a request for approval, detailing the specifications and intended use of such equipment, person(s) operating the special equipment and volunteer waivers at least 5 days in advance of the use of the special equipment.

Field Marking: Lining, use of signs, driving of stakes, or other activity that will alter existing field conditions must be approved by the MDM in advance.

Landscaping: If Site User desires to add landscaping or modify the existing landscaping on the Premises, Site User shall submit a prior written request to the MDM which includes drawings of the proposed landscaping or modifications. MDM shall approve or deny the request at their sole discretion, based on the best interest of the Facility Owner. If the request to add to or modify the landscaping is granted, Site User shall only utilize volunteers to perform the work.

Signs: Any sponsorship or promotional signs to be hung on the backstop, fencing or facility structure must be approved by the RDM and comply with the City's municipal code. Approved signs shall be removed at the end of the Term.

Storage

Site User can make a request to the MDM and RDM to store items on the Premises. No items shall be stored on the Premises without the prior written consent of the MDM and the RDM. Any items stored on the Premises without the prior written consent of the MDM and RDM may be removed by the MDM. MDM may request Site User to remove stored items if they become unsafe at any time.

The City assumes no responsibility for lost, stolen or damaged property within a storage unit or any damage to the storage unit.

Access/keys to compliant storage units will be provided by City.

New storage: A request for a new storage unit may be made to the RDM. The RDM will determine if the installation of a new storage unit is in the best interest of the City and may approve or deny the request in their sole discretion. If approved, new installation or construction of any kind must be performed solely by volunteers and comply with applicable state, federal and local laws and obtain any required permits.

Access to Fields

Use of vehicles, including golf carts, ATVs, UTVs, etc. within the Property or the Premises must be approved in advance by the MDM.

Environmental Health and Safety

Any Site User activities must be managed in a way that is compliant with any applicable environmental health and safety code(s). The Facility Owner is not responsible for any regulatory violations or penalties that may result from Site User's activities.

Exhibit C

Insurance Requirements for Rental of Facilities

Site User shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the Premises and the activities of the Site User, players, families, guests, invitees, agents or customers. Site User shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Site User, players, families, guests, invitees, agents or customer.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident** for bodily injury and property damage. (**Note** – required only if auto is used in performance of work).
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (**Note** – required only if Site User has employees).
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.

If the Site User maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Site User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require The Site User to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.

2. For any claims related to this contract, the **Instructor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
3. The Insurance Company agrees to **waive all rights of subrogation** against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the Entity. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Additional Insured Status

The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Site User including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Site User's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Site User's insurance coverage shall be primary insurance and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees, or volunteers shall be excess of the Site User's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Site User hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Site User may acquire against the Landlord by virtue of the payment of any loss under such insurance. Site User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Landlord.

Verification of Coverage

Site User shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Landlord before the Term commences. All certificates and endorsements are to be received and approved by the Landlord *at least five days* before Site User commences activities.



Exhibit E
CITY OF SCOTTS VALLEY
Volunteer Project Form

Project Name: _____

Date(s) of project: _____ **Time of project:** _____

Location of project:

Organization (if applicable):

Point Person(s): **Name, Phone Number & Email**

Scope of the Project:

Materials Needed: *(List all required tools, supplies, and resources for the project.)*

Item	Quantity	Provided by	Use

Staff Use _____

Estimated Staff Time: _____

Estimated Cost to City: _____

Estimated Donated Funds: _____

Approved: _____ YES _____ NO- Notes: _____

Maintenance Division Manger

Recreation Division Manager

Exhibit E



Activity: _____

Date/s: _____

Volunteer Waiver & Release of Liability, Assumption of Risk and Indemnity Agreement - Adult

Please print all information, sign where asked for signature.

Volunteer Applicant Name: _____

Address: _____ Phone: _____

E-mail: _____

I, _____, (hereafter the “Undersigned”) being an adult over the age of eighteen (18), desire to participate in volunteer activities (the “Activity”) of the City of Scotts Valley (the “City”). THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which otherwise may be sustained as a result of being engaged in such Activity.

1. In exchange for participating in the Activity, the Undersigned on behalf of his or her self, heirs, estate, insurers, representatives and assigns hereby fully releases, waives, discharges and covenants not to sue the City of Scotts Valley, its employees, elected and appointed officials, volunteers, attorneys, agents and any other person(s) acting on the City’s behalf (hereafter the ‘Releasees’) from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) to the Undersigned or any other person, arising out of or relating to the Undersigned’s participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.
2. The Undersigned understands and acknowledges responsibility for any injury or damage the Undersigned causes to others during the Activity and hereby agrees to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) caused by my negligence or willful misconduct, in the performance of the Activity.
3. **COVID-19:** By signing this waiver to volunteer with the City, the Undersigned acknowledges that you have read, understand, and will comply with all measures outlined by the State of California Governor’s Office as outlined at www.COVID.CA.GOV, as well as any restrictions put in place by the Santa Cruz County Public Health Officer as they pertain to safety and preparedness for COVID-19. All volunteers are encouraged to stay home should they have a fever or other COVID-19 symptoms. Volunteers must comply with all state and local social distancing requirements, including the wearing of a mask, in effect at the time of the Activity. Individuals deemed high risk by the CDC or

CA Department of Public Health, including those with underlying medical conditions are responsible for reading and understanding the following CDC guidance for groups of people with an increased risk for severe illness: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in this program, and I hold the City harmless from any and all COVID- 19 related liability or responsibility due to my participation in this program.

4. The Undersigned hereby grants to the City of Scotts Valley and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the City of Scotts Valley and their legal representatives and assigns from all claims and liability relating to said photographs.
5. The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.
6. The Undersigned understands and covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Civil Code Section 1542, which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

I hereby certify I have never been arrested for or convicted of any felony or misdemeanor involving sexual or physical abuse of any adult or child, or any felony narcotics offense. If deemed necessary for the program for which I choose to volunteer, I authorize the City of Scotts Valley to obtain my criminal records and understand that the fact that I am applying to volunteer will be reported to law enforcement agencies. All statements and information submitted on this application are true and correct

Signed: _____

Date: _____

Signed: _____ Date: _____

RENTAL USE AGREEMENT FOR THE SILTANEN PARK SPORTS FIELDS

THIS RENTAL USE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Facility Owner," and SCOTTS VALLEY GIRLS TROUBLE SOFTBALL LEAGUE, hereinafter referred to as "Site User."

RECITALS

- A. The Facility Owner owns Siltanen Park located at 127 Vine Hill Road, Scotts Valley, California, 95066 (the "Property").
- B. The Lower Fields 3 & 4, Upper Field #2, are located within the Siltanen Park (the "Premises").
- C. Site User desires to use the Premises for the purpose of youth softball.
- D. Facility Owner and the Site User desire to enter into this Agreement to formalize Site User's use of the Premises.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Facility Owner and Site User agree as follows:

AGREEMENT

- A. PREMISES:** Facility Owner hereby rents to Site User and Site User hereby rents from Facility Owner the Premises, as shown on Exhibit A attached hereto.
- B. USE OF PREMISES:**
 - 1. Permitted Uses.** Facility Owner hereby grants permission to Site User to occupy the Premises for youth softball for the time periods agreed upon as set in Section B.3.a-c. Site User shall have the right to use the Premises at other times, provided it requests such right to use the Premises no later than two (2) weeks prior to the requested time and the Premises are not already committed to another party by Facility Owner. Additional rental fees will apply based on the City's current Fee Schedule.
 - 2. Conditions of Use of Premises.** Site User shall comply with all conditions listed in Exhibit B attached hereto. City reserves the right to close the Premises or portion thereof for any reason that may require facility closure.
 - 3. Season Schedule.**
 - a. Blackout Dates**
 - i. Facility Owner shall have the right to designate blackout dates for special events and scheduled field maintenance.
 - ii. Facility Owner shall notify Site User of any blackout dates no later than one (1) month prior to the season schedule deadline for that season.
 - b. Schedule Submission**
 - i. Site User shall submit the preliminary season schedule to the Facility Owner no

later than first week of March for summer season and first week of June for fall season. Final season schedule submission due by the first week of May for summer season and first week of August for fall season.

ii. The season schedule submission shall include the following information: days, times, events, field use. This includes practice, games, coaches meeting, field workdays, tryouts, or other regular league activities.

iii. Submission of dates and times shall not constitute a guarantee of availability until confirmed in writing by the Facility Owner. Facility Owner will provide confirmation within 15 days of receiving the final submission each season.

c. **Tournaments, Camps, Clinics and other non-routine activities** are subject to a facility reservation made at least two weeks in advance and based on the current hourly fee listed in the City's Annual Fee Schedule and availability is subject to Recreation's facility rental calendar. Tournaments may be subject to a Special event reservation and must be requested using the City's standard special event form, comply with all special event rules and be reserved a minimum of 60 days in advance.

d. **Field Closures and Rescheduled Activities:** The City has sole authority to close the fields for any reason. Failure to notify the City of date or time changes of field use due to inclement weather or other cause may result in the field being unavailable for League Use.

Any rescheduled activities due to field closures or inclement weather, if moved to a date not included in the confirmed season schedule, must receive approval from the facility owner.

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

D. TERM: The Term ("Term") of this Agreement shall commence on October 10, 2025 and shall terminate on October 1, 2030, unless sooner terminated as provided herein, and shall apply only during the confirmed season schedule.

E. RENT: Site User agrees to pay Facility Owner, as Rent for the Premises the amounts below. Such payments shall be made by May 1st of each year to the City address designated in Section H. The annual field use base field schedule is as follows:

	2026	2027	2028	2029	2030
Girls Softball: Trouble	\$1,100	\$1,412	\$1,776	\$2,192	\$2,816

Included in Rent: Regular league activities; tryouts, regularly scheduled games, and regular team practices not to exceed 700 field hours per year. Regular activities that are rescheduled due to inclement weather or field closure are also included in the Rent.

Excluded from Rent: Tournaments, camps, clinics, fundraisers, gear swaps, end of the season celebrations, use of snack shack.

F. TEAM ROSTER. Site User shall submit the team rosters to Facility Owner, in compliance with insurance requirements, by May 1st for Summer and August 1st for Fall of each year.

G. UTILITIES: Facility Owner shall maintain all utilities on the Site including water and electricity.

H. NOTICE: Any formal notice, request, demand, or instruction related to the terms of the Agreement to be given to either party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by electronic mail provided that an original copy of the transmission shall be mailed by regular mail, to Facility Owner and Site User at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder. This notice provision shall not apply to general updates or information provided between Site User and Facility Owner.

Facility Owner:	Site User:
CITY OF SCOTTS VALLEY	SCOTTS VALLEY GIRLS TROUBLE SOFTBALL LEAGUE
One Civic Center Drive Scotts Valley, CA 95066	5 S Circle Drive
Attn: Finance Department	Santa Cruz, Ca 95060
Tel: (831) 440-5600	

I. LIABILITY AND INDEMNITY:

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

2. Of Site User. Facility Owner shall indemnify and hold harmless Site User, and its players, families, guests, invitees, agents or customers (collectively "Agents") of Site User against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Facility Owner's use of the Premises or from any activity done, permitted or suffered by Facility Owner in or about the Premises. If any action or proceeding is brought against Site User by reason of any such claim, upon notice from Site User, Facility Owner shall defend the same at Facility Owner's expense by counsel reasonably satisfactory to both Site User and Facility Owner.

The obligations of Site User and Facility Owner under this Section I shall survive any termination of this Agreement.

J. SURRENDER: Site User agrees that on the last day of the Term, Site User shall surrender and vacate the Premises in good condition and repair (damage by Acts of God, fire, and normal wear and tear excepted). The obligations herein shall survive the termination of the Agreement.

K. MAINTENANCE AND REPAIR OF PREMISES: Maintenance of the Premises is the shared responsibility of the Facility Owner and Site User as described in Exhibit B.

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

M. SITE USER'S DEFAULT: The occurrence of any one of the following events shall constitute an event of Default on the part of Site User ("Default"):

1. The complete abandonment of the Premises by Site User;
2. Failure to pay Rent by the first week of March each subsequent year, said failure continuing for a period of ten (10) days after written notice thereof from Facility Owner to Site User;
3. A general assignment by Site User for the benefit of creditors, without the prior written approval of Facility Owner, which approval shall not be unreasonably withheld;
4. The filing of a voluntary petition in bankruptcy by Site User, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Site User's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Site User continues to make timely rental payments to Facility Owner;
5. Failure in the performance of any of Site User's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from Facility Owner to Site User, provided that, if Site User has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) business day period despite reasonable diligence, Site User shall not be in Default under this subsection unless Site User fails thereafter diligently and continuously to cure such

failures; or

6. Unauthorized repairs or maintenance of the Premises.

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

N. FACILITY OWNER'S REMEDIES:

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

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

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

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

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

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

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

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

P. LIABILITY INSURANCE: During the Term of this Agreement, Site User shall, at Site User's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits in the amount required by the Monterey Bay Area Self Insurance Authority for the Facility Owner and subject to the requirements as more specifically provided in Exhibit C attached hereto.

Q. ASSIGNMENT BY SITE USER: Site User shall not voluntarily or by operation of law assign all or any part of Site User's interest in the Agreement or in the Premises, without Facility Owner's prior written consent, which consent may be withheld in the sole and absolute discretion of Facility Owner or conditioned.

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

S. WAIVER: The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Facility Owner shall not be deemed to be a waiver of any preceding breach by Site User, other than the failure of Site User to pay the particular rental so accepted, regardless of Facility Owner's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Facility Owner on any Default by Site User or in the exercise of any right or remedy of Site User shall impair such a right or remedy or be construed as a waiver. Any waiver by Facility Owner of any Default must be in writing and shall not be a waiver of another Default concerning the same or any other provisions of this Agreement.

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

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

to the exercise of any other rights, powers, or remedies under such Encumbrance.

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

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

IN WITNESS WHEREOF, Facility Owner and Site User have executed this Agreement as of the 1st day of October 2025.

FACILITY OWNER:	SITE USER:
CITY OF SCOTTS VALLEY	SCOTTS VALLEY GIRLS TROUBLE SOFTBALL LEAGUE
By: Mali LaGoe, City Manager	By: Nick Torres, Scotts Valley Trouble Softball League
Approved as to form by: Kirsten Powell, City Attorney	

EXHIBIT A

PREMISIS



EXHIBIT B

Sports League Field Conditions of Use of Premises

Field Preparation Responsibilities

The Site User shall be responsible for all routine field preparation, including, but not limited to, line marking, infield grooming, bases, and pitcher's mound.

Field preparation activities may occur during approved daylight hours to minimize the impact to public users of the Site.

Field Maintenance Responsibilities

The Public Works Department Maintenance team shall maintain the Premises including mowing, irrigation, fertilizing, and pest control and artificial turf maintenance. The Maintenance Division Manager ("MDM") may provide Site User with the schedule of planned maintenance activities at the Site Users request.

Fields are generally mowed weekly during sports season. If routine mowing or watering will be interrupted, the Recreation Division Manager will notify the Site User as soon as possible.

Control of burrowing rodents will be scheduled twice a month, generally on Tuesdays. Methods will include physical and chemical controls. If burrows pose a risk to safety, Maintenance will repair the damage, normally by backfilling the topsoil.

The Site User may request to assist with any of these activities from time to time. Requests should be directed to the MDM. The MDM may approve or deny requests, in their sole discretion, as determined to be in the best interest of the City.

In the event the MDM approves the request of Site User to assist with maintenance, all persons performing field prep work, operating special equipment or field maintenance must have a completed volunteer waiver on file with the Recreation Division Manager.

Fertilizing and pest control activities may require special licensure or certification. Only individuals with required licenses or certifications will be allowed to participate in activities requiring such licensure or certification. Licenses and/or certifications must be submitted to the MDM for verification. A written request must be made to the MDM to conduct any fertilization or pest control. Such activities may commence only when given approval from MDM. All activities shall comply with state and local regulations that apply, including maintenance of application logs.

Only the MDM has the authority to close the Premises for maintenance activities and public safety.

General Park Maintenance

The Public Works Department Maintenance team shall maintain in good order the surrounding structures and grounds of the Property, including, but not limited to, landscaped areas, dumpsters service, parking lots, restrooms, access, pathways, and other public areas.

If a facility requires maintenance that may interrupt league activity, Site User will be notified with a description of the issue and the estimated return to service.

The Site User is responsible for reporting issues or concerns related to park maintenance for emergency and non-emergencies:

Non-emergency contact: pwmaint@scottsvally.gov

Emergency contact: 831-440-5670

Damage to Site

During the Term, Site User shall not do anything to cause any damage to the Premises. In the event damage is caused by Site User or any of its players, families, guests, invitees, agents or customers, Site User shall be responsible, at its sole cost and expense, to repair the damage. Site User shall inform the MDM of any damages to the Premises. Repair work must be approved in advance by the MDM.

Volunteer Labor

In the event the MDM approves work to be performed by the Site User, the Site User shall not hire professional contractors, vendor or service providers to perform work on the Premises. Under no circumstances shall the Site User pay any individual or company to work on the Premises. The Site User may utilize volunteers to perform any approved work to the Premises approved by the MDM provided all volunteers complete the City's volunteer form and return it to the City prior to any work.

Approvals

Special Equipment: Any machinery or equipment (vehicles, implements, power tools, accessories, etc) intended for use outside of routine field preparation must receive prior approval from the MDM. The Site User shall submit a request for approval, detailing the specifications and intended use of such equipment, person(s) operating the special equipment and volunteer waivers at least 5 days in advance of the use of the special equipment.

Field Marking: Lining, use of signs, driving of stakes, or other activity that will alter existing field conditions must be approved by the MDM in advance.

Landscaping: If Site User desires to add landscaping or modify the existing landscaping on the Premises, Site User shall submit a prior written request to the MDM which includes drawings of the proposed landscaping or modifications. MDM shall approve or deny the request at their sole discretion, based on the best interest of the Facility Owner. If the request to add to or modify the landscaping is granted, Site User shall only utilize volunteers to perform the work.

Signs: Any sponsorship or promotional signs to be hung on the backstop, fencing or facility structure must be approved by the RDM and comply with the City's municipal code. Approved signs shall be removed at the end of the Term.

Storage

Site User can make a request to the MDM and RDM to store items on the Premises. No items shall be stored on the Premises without the prior written consent of the MDM and the RDM. Any items stored on the Premises without the prior written consent of the MDM and RDM may be removed by the MDM. MDM may request Site User to remove stored items if they become unsafe at any time.

The City assumes no responsibility for lost, stolen or damaged property within a storage unit or any damage to the storage unit.

Access/keys to compliant storage units will be provided by City.

New storage: A request for a new storage unit may be made to the RDM. The RDM will determine if the installation of a new storage unit is in the best interest of the City and may approve or deny the request in their sole discretion. If approved, new installation or construction of any kind must be performed solely by volunteers and comply with applicable state, federal and local laws and obtain any required permits.

Access to Fields

Use of vehicles, including golf carts, ATVs, UTVs, etc. within the Property or the Premises must be approved in advance by the MDM.

Environmental Health and Safety

Any Site User activities must be managed in a way that is compliant with any applicable environmental health and safety code(s). The Facility Owner is not responsible for any regulatory violations or penalties that may result from Site User's activities.

Exhibit C
Insurance Requirements for Rental of Facilities

Site User shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the Premises and the activities of the Site User, players, families, guests, invitees, agents or customers. Site User shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Site User, players, families, guests, invitees, agents or customer.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work).
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if Site User has employees).
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

If the Site User maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Site User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require The Site User to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations.
2. For any claims related to this contract, the Instructor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies.
3. The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the Entity. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Additional Insured Status

The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Site User including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Site User's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Site User's insurance coverage shall be primary insurance and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Landlord, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees, or volunteers shall be excess of the Site User's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Site User hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Site User may acquire against the Landlord by virtue of the payment of any loss under such insurance. Site User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Landlord.

Verification of Coverage

Site User shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Landlord before the Term commences. All certificates and endorsements are to be received and approved by the Landlord at least five days before Site User commences activities.



Exhibit E

CITY OF SCOTTS VALLEY

Volunteer Project Form

Project Name: _____

Date(s) of project: _____ Time of project: _____

Location of project:

Organization (if applicable):

Point Person(s): Name, Phone Number & Email

Scope of the Project:

Materials Needed: (List all required tools, supplies, and resources for the project.)

Item	Quantity	Provided by	Use

Staff Use _____

Estimated Staff Time: _____

Estimated Cost to City: _____

Estimated Donated Funds: _____

Approved: _____ YES _____ NO- Notes: _____

Maintenance Division Manger

Recreation Division Manager

Exhibit E



Activity: _____

Date/s: _____

**Volunteer Waiver & Release of Liability, Assumption of Risk and
Indemnity Agreement - Adult**
Please print all information, sign where asked for signature.

Volunteer Applicant Name: _____

Address: _____ Phone: _____

E-mail: _____

I, _____, (hereafter the “Undersigned”) being an adult over the age of eighteen (18), desire to participate in volunteer activities (the “Activity”) of the City of Scotts Valley (the “City”). THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which otherwise may be sustained as a result of being engaged in such Activity.

1. In exchange for participating in the Activity, the Undersigned on behalf of his or her self, heirs, estate, insurers, representatives and assigns hereby fully releases, waives, discharges and covenants not to sue the City of Scotts Valley, its employees, elected and appointed officials, volunteers, attorneys, agents and any other person(s) acting on the City’s behalf (hereafter the ‘Releasees’) from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) to the Undersigned or any other person, arising out of or relating to the Undersigned’s participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.
2. The Undersigned understands and acknowledges responsibility for any injury or damage the Undersigned causes to others during the Activity and hereby agrees to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) caused by my negligence or willful misconduct, in the performance of the Activity.
3. COVID-19: By signing this waiver to volunteer with the City, the Undersigned acknowledges that you have read, understand, and will comply with all measures outlined by the State of California Governor’s Office as outlined at www.COVID.CA.GOV, as well as any restrictions put in place by the Santa Cruz County Public Health Officer as they pertain to safety and preparedness for COVID-19. All volunteers are encouraged to stay home should they have a fever or other COVID-19 symptoms. Volunteers must comply with all state and local social distancing requirements, including the wearing of a mask, in effect at the time of the Activity. Individuals deemed high risk by the CDC or

CA Department of Public Health, including those with underlying medical conditions are responsible for reading and understanding the following CDC guidance for groups of people with an increased risk for severe illness: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in this program, and I hold the City harmless from any and all COVID- 19 related liability or responsibility due to my participation in this program.

4. The Undersigned hereby grants to the City of Scotts Valley and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs of me, for advertising and any other promotional purposes and in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release the City of Scotts Valley and their legal representatives and assigns from all claims and liability relating to said photographs.
5. The Undersigned expressly agrees that the foregoing release and waiver and indemnity agreement are intended to be as broad and inclusive as permitted by California law.
6. The Undersigned understands and covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Civil Code Section 1542, which reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS. No oral representations, statements or inducement, apart from this written agreement have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

I hereby certify I have never been arrested for or convicted of any felony or misdemeanor involving sexual or physical abuse of any adult or child, or any felony narcotics offense. If deemed necessary for the program for which I choose to volunteer, I authorize the City of Scotts Valley to obtain my criminal records and understand that the fact that I am applying to volunteer will be reported to law enforcement agencies. All statements and information submitted on this application are true and correct.

Signed: _____

Date: _____

Signed: _____ Date: _____

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 10/15/2025
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Approve update to the 2025 Scotts Valley Interjurisdictional Committee, Commission, Board and Council appointments, Standing Committee and Liaison appointments**

SUMMARY OF ISSUE

Following the resignation of Councilmember Timms, the Council unanimously voted to appoint Councilmember Lind as Vice Mayor. The Council then voted unanimously to appoint Greg Wimp to the vacant council seat on October 1, and Councilmember Wimp was subsequently sworn-in on October 7. The attachment lists the updated assignments and the changes are summarized below. New assignments for 2026 will be brought to the Council for approval on January 20, 2026.

- Mayor Timm is assigned to the Economic Development Committee
- Vice Mayor Lind is assigned to the Santa Cruz City Selection Committee as the alternate
- Vice Mayor Lind is assigned to the Interagency Advisory Task Force Subcommittee
- Vice Mayor Lind is assigned to the Budget Subcommittee
- Vice Mayor Lind is assigned to the League of California Cities as the alternate designated liaison
- Councilmember Wimp is assigned to the Arts Council of Santa Cruz County Board of Directors
- Councilmember Wimp is assigned to the Santa Cruz County Integrated Waste Management Local Task Force
- Councilmember Wimp is assigned to the Santa Margarita Groundwater Agency Joint Powers Authority
- Councilmember Wimp is assigned to the Consolidated Oversight Board
- Councilmember Wimp is assigned to the Santa Cruz County Local Agency Formation Commission (LAFCO) as an Ex-officio member

FISCAL IMPACT

There is no fiscal impact associated with this action.

STAFF RECOMMENDATION

It is recommended that the Council approve Mayor Timm's proposed changes to the 2025 Interjurisdictional Committee, Commission, Board and Council appointments, Standing Committee and Liaison appointments.

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1. Interjurisdictional Committee Meeting Assignments - updated 10-7-2025

2025 SCOTTS VALLEY COMMITTEE, COMMISSION and BOARD APPOINTMENTS

INTERJURISDICTIONAL COMMITTEES/BOARDS/COUNCILS				
COMMITTEE	REPRESENTATIVE/ ALTERNATE	MEETING DAYS	MEETING TIME	MEETING LOCATION
Association of Monterey Bay Area Governments Board of Directors http://www.ambag.org/	R: Timm A: Lind	2 nd Wednesday	6:00 pm	Monterey
Arts Council of Santa Cruz County Board of Directors http://www.artscouncilsc.org/	R: Wimp	Quarterly		Tannery Arts Center
Santa Cruz City Selection Committee	R: Mayor A: Vice Mayor	Varies	Varies	Varies
City/School District Joint Committee	R: Jett and Timm	As needed	Varies	Alternates: City / School District
Criminal Justice Council *CM Lind also serves on the Executive Committee https://santacruzjc.org/	R: Lind A: Clark	2 nd Thursday Quarterly, First Meeting in Feb	3:00 - 5:00 pm	Varies
Housing for Health Partnership Policy Board https://homelessactionpartnership.org/About/HousingforHealthPartnershipPolicyBoard.aspx	R: City Manager	3 rd Wednesday Bi-monthly	3:00pm	Capitola
Interagency Advisory Task Force Subcommittee (Water, School, Fire, City)	R: Mayor and Vice Mayor	N/A	N/A	N/A
Library Advisory Commission https://www.santacruzpl.org/library_boards/LAC/	R: Pamela Woll, Community Member	1/13, 4/14, 5/19, 8/18, 10/20	Mondays 6:30 – 8:00 pm	Varies
Library Financing Authority	R: Clark and Lind	January / July		Santa Cruz

COMMITTEE	REPRESENTATIVE/ ALTERNATE	MEETING DAYS	MEETING TIME	MEETING LOCATION
Library Facilities Financing Authority https://www.santacruzpl.org/library_boards/LFFA/ Library Joint Powers Authority Board https://www.santacruzpl.org/library_boards/LJPB/	R: City Manager A: Administrative Services Director	1 st Thursday Feb / May / June / Sep / Nov	Thursdays 9:00 - 11:00 am	Varies
Santa Cruz County Integrated Waste Management Local Task Force http://dpw.co.santa-cruz.us/Home/RecyclingSolidWaste/Recycling/LocalTaskForce.aspx	R: Wimp or Public Works Director A: Public Works Analyst	1 st Thursday Feb / June / Sep / Dec	3:00 - 5:00 pm	Santa Cruz
Santa Cruz County Regional Transportation Commission (RTC) http://sccrtc.org/meetings/commission/agendas/	R: Clark A: Gine Johnson, Community Member	1 st Thursdays Monthly, No meeting in July	9:00 am	Varies
Santa Cruz County Youth Action Network Jurisdictional Representatives Team http://www.sccyan.org/	R: Jett	As Needed	Varies	Varies
Santa Cruz METRO https://www.scmtd.com/en/agency-info/board/board-meeting-schedule	R: Lind	4 th Friday Jan / Feb / Mar / Apr / June / Aug / Sep / Oct 3 rd Friday May / Nov / Dec	9:00 am	Varies
Santa Margarita Groundwater Agency Joint Powers Authority http://smgwa.org/meetings/	R: Wimp A: Lind	4 th Thursday Jan / Mar / May / Oct	6:00 – 8:00 pm	Santa Margarita Comm. Room
Seniors Advisory Council http://www.seniorscouncil.org/	R: Clark	3 rd Thursday Monthly	10:00 am - Noon	Varies

SANTA CRUZ CITY SELECTION COMMITTEE APPOINTMENTS		
BOARD/COMMISSION	REPRESENTATIVES	MEETING DATE
Central Coast Community Energy Policy Board Central Coast Community Energy Operations Board (Appointed by the City Selection Committee 1/27/2025) https://3cenergy.org/about-us/leadership/	Policy R: Timm Operations R: City Manager	https://3cenergy.org/news/vents/
Santa Cruz County Consolidated Oversight Board (Appointed by the City Selection Committee 11/4/24 – Open Ended) https://www.co.santa-cruz.ca.us/Departments/RedevelopmentSuccessorAgency(RSA)/ConsolidatedOversightBoard.aspx	R: Wimp	As Needed
Santa Cruz County Local Agency Formation Commission (LAFCO) (Appointed by the City Selection Committee 1/27/25) http://www.santacruzlafco.org/	R: Capitola Rep Ex-officio: Wimp	1 st Wednesday Monthly 10 am - Noon
Visit Santa Cruz County (VSCC) Board of Directors Representative - Scotts Valley and Capitola (Appointed by City Selection Committee per VSCC Bylaws on 7/1/2023) https://www.santacruz.org/partners/board-meeting-agendas	R: D. Timm	3 rd Wednesday Bi Monthly

STANDING CITY COUNCIL COMMITTEES		
COMMITTEE	MEMBERS	MEETING DATE
Traffic Safety Committee <i>The purpose of the Traffic Safety Committee is to review and analyze traffic safety issues and concerns raised by residents, and if necessary make recommendations to the City Council.</i>	Lind and Jett	As needed
Economic Development Committee <i>The purpose of the Economic Development Committee is to provide guidance on matters specifically related to business attraction, retention, and expansion, and commercial development within the City. The Committee's recommendations are subject to confirmation by the City Council.</i>	Timm and Clark	As needed

Affordable Housing Committee <i>The purpose of the Affordable Housing Committee is to discuss the City's terms and requirements for affordable housing per the Scotts Valley Municipal Code (SVMC) Section 14.01.030 as it relates to new residential development. The Committee's recommended terms are subject to confirmation by the City Council. In accordance with Resolution No. 1940, adopted 2-21-2018, in addition to those duties outlined in</i>	Jett and Timm	As needed
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PROJECT SPECIFIC CITY COUNCIL SUBCOMMITTEES Limited Duration – One Year (updated 1-15-2025)		
SUBCOMMITTEES	MEMBERS	MEETING DATE
Town Center Development Subcommittee Established by Resolution No. 1960.6, Adopted 1-15-2025 and effective through 1-15-2026 <i>The purpose of the Town Center Development Subcommittee is to oversee the update to the Town Center Specific Plan, and explore infrastructure financing and development components for City Council consideration and action.</i>	Jett and Timm	As needed
FY 25/26 Budget Subcommittee Resolution No. 1959.14, Adopted 1-15-2025 and effective through 1-15-2026 <i>The purpose of the Council FY 25/26 Budget Subcommittee is to monitor the City's ongoing economic situation and make recommendations for the FY 2025/26 City Budget, revenue enhancements and ongoing refinement of the City's Fiscal Sustainability Plan.</i>	Mayor and Vice Mayor	As needed

DESIGNATED CITY LIAISONS <i>For communication and coordination purposes only.</i>	
ORGANIZATION	DESIGNATED LIAISON
League of California Cities http://www.cacities.org/	Mayor A: Vice Mayor
Scotts Valley Chamber of Commerce https://scottsvallychamber.com/	Clark

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 10/15/2025
TO: Honorable Mayor and City Council
FROM: Cathie Simonovich, City Clerk
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Approve 2026 Proposed City Council Meeting Schedule**

SUMMARY OF ISSUE

Scotts Valley Municipal Code Section 2.24.010 establishes regular City Council meeting times on the first and third Wednesdays of each month at 6:00 PM. While City Ordinance sets forth the City Council meeting schedule, it is recommended that the Council formally adopt its schedule on an annual basis. The schedule does not typically reflect special meetings such as study sessions, however in 2026 a City Council workshop will occur in the month of March.

Historically, the City Council has cancelled the first meeting in January of each year due to the public's availability during the holiday season. Additionally, meetings during the month of July are cancelled given peak travel and vacation times. This cancellation is also consistent with other public agency schedules in Santa Cruz County.

It is recommended that Council adopt the 2026 City Council Meeting Schedule below:

MONTH	1st WEDNESDAY	3rd WEDNESDAY
January	No meeting - 7th	21st
February	4th	18th
March*	4th	18th
April	1st	15th
May	6th	20th
June	3rd	17th
July	No Meeting - 1st	No Meeting - 15th
August	5th	19th
September	2nd	16th
October	7th	21st

November	4th	18th
December	2nd	16th
*City Council Workshop - March 12th and 13th		

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the 2026 Council meeting schedule.

STAFF RECOMMENDATION

Staff recommends Council approve the proposed 2026 City of Scotts Valley City Council Meeting Schedule.

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None

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 10/15/2025
TO: Honorable Mayor and City Council
FROM: Nelson Alfaro, Building Official
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Introduction of Ordinance No.102.18, an Ordinance of the City Council of the City of Scotts Valley amending Title 15, Chapter 15.04 by amending Sections 15.04.060 and 15.04.120 to adopt the California Code of Regulations Title 24, 2025 Building Standards Codes and Other Codes and repealing 15.04.070 of the Scotts Valley Municipal Code**

SUMMARY OF ISSUE

Every three (3) years, the Building, Plumbing, Mechanical, Electrical and other Building Codes (collectively referred to as the “Building Codes”) are updated to include the most current construction and engineering principles and practices. Under the purview of the California Building Standards Commission, the newly revised California Building Standards Codes are published for required local adoption. This process is to ensure that the latest construction, engineering and life safety techniques become standard practice throughout the State. The mandatory effective date of the 2025 Building Standards is January 1, 2026.

The Building Codes proposed for adoption include the following:

- PART 1 2025 CALIFORNIA ADMINISTRATIVE CODE
- PART 2 2025 CALIFORNIA BUILDING CODE- Volumes 1 & 2
- PART 2.5 2025 CALIFORNIA RESIDENTIAL CODE
- PART 3 2025 CALIFORNIA ELECTRICAL CODE
- PART 4 2025 CALIFORNIA MECHANICAL CODE
- PART 5 2025 CALIFORNIA PLUMBING CODE
- PART 6 2025 CALIFORNIA ENERGY CODE
- PART 7 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE
- PART 8 2025 CALIFORNIA HISTORICAL BUILDING CODE
- PART 10 2025 CALIFORNIA EXISTING BUILDING CODE
- PART 11 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE
- PART 12 2025 CALIFORNIA REFERENCED STANDARDS CODE
- 2024 International Property Maintenance Code (hereafter referred to as the “IPMC”), as published by the International Code Council.

The proposed ordinance repeals the 2022 California Building Codes and replaces them with the 2025 Building Codes. The 2025 Building Codes include modifications to some of the 2022 California Building Codes, including, but not limited to, the following:

- The City is no longer able to approved amendments to the Building Codes for residential units based on local conditions.

The State of California has enacted Assembly Bill 130, which establishes a statewide moratorium on the adoption or amendment of building standards for residential units by cities and counties for the period **October 1, 2025, through June 1, 2031**. During this time, local jurisdictions are prohibited from enacting new “reach codes,” green building ordinances, or other local amendments that would make residential construction requirements more restrictive than those contained in the California Building Standards Code. The 2025 California Building Standards Code will take effect on January 1, 2026, and remain in force for residential construction throughout the moratorium period, providing regulatory stability. The next residential code update cycle will not occur until the **2031 code cycle**, allowing developers and local governments to plan projects without fear of mid-cycle code changes that could impact cost and timing.

- The State of California has enacted the **2025 California Wildland Urban Interface Code (CWUIC, Title 24, Part 7)** in direct response to the significant and ongoing increase in wildfire destruction, particularly within designated wildland urban interface (WUI) zones. Historically, California’s regulatory measures addressing wildfire risk were dispersed across Chapter 7A of the California Building Code, Chapter 49 of the California Fire Code, and Section R337 of the California Residential Code. The 2025 CWUIC consolidates these provisions into a single, comprehensive regulatory framework governing building construction, defensible space requirements, and development standards within WUI areas.

The 2025 CWUIC provides, among other requirements:

- **Ignition resistant construction standards:** Mandating that roofs, wall assemblies, windows, exterior doors, vents, decks, and other building components be constructed of materials and assemblies specifically tested and approved for resistance to ignition from embers and radiant or convective heat.
- **Defensible space mandates:** Requiring fuel modification or removal of flammable vegetation within specified distances (generally 100 feet or to the property line) to reduce the risk of structure’s ignition and facilitate fire suppression efforts.
- **Material listing and testing compliance:** Requiring that all materials and assemblies utilized within WUI construction be approved under the State Fire Marshal’s Building Materials Listing Program, and that they meet prescribed testing and performance standards.
- **Applicability:** Extending these provisions to all new structures, additions, and certain exterior alterations located within State Responsibility Areas (SRAs), Very High Fire Hazard Severity Zones (VHFHSZs), and other locally designated high hazard areas.

- **Effective date:** Establishing January 1, 2026, as the mandatory enforcement date in coordination with the State's triennial code adoption cycle.

This unified code framework is intended to enhance public safety, mitigate wildfire risk, and ensure statewide consistency in WUI construction and land use standards.

FISCAL IMPACT

The City will be required to purchase new building code books in the amount of approximately \$1,900.

STAFF RECOMMENDATION

It is recommended that the City Council introduce Ordinance No.102.18, an Ordinance of the City Council of the City of Scotts Valley amending Title 15, Chapter 15.04 by amending Sections 15.04.060 and 15.04.120 to adopt the California Code of Regulations Title 24, 2025 Building Standards Codes and Other Codes and repealing 15.04.070 of the Scotts Valley Municipal Code.

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1. Ordinance No. 102.18 Code Adoption 2025KP

ORDINANCE NO.102.18

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SCOTTS VALLEY AMENDING TITLE 15, CHAPTER 15.04 BY AMENDING
SECTIONS 15.04.060 AND 15.04.120 TO ADOPT THE CALIFORNIA CODE OF
REGULATIONS TITLE 24, 2025 BUILDING STANDARDS CODES AND OTHER
CODES AND REPEALING 15.04.070 OF THE SCOTTSVALLEY MUNICIPAL CODE**

WHEREAS, approximately every three years, new model building code standards are reviewed, modified and approved by the California Building Standard Commission, and thenceforth mandated for local jurisdiction enforcement within 180 days of publication; and

WHEREAS, historically, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, cities and counties were permitted to may make changes to the California Building Standards Code or the other regulations thereafter adopted upon; and

WHEREAS, the State of California has enacted Assembly Bill 130 (AB 130), which prohibits cities and counties from adopting or amending building standards for residential units from the period of October 1, 2025, through June 1, 2031.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AS FOLLOWS:

SECTION 1. Section 15.04.060 of Chapter 15.04, Title 15 is hereby amended to read as follows:

“15.04.060 Adoption of Codes

For the purpose of establishing proper regulations for building construction and for installation of mechanical, plumbing and electrical systems, the following codes or portions thereof hereinafter set forth are adopted and incorporated in this chapter by reference and made a part hereof as though fully set forth, without further publication or posting thereof:

- A. California Code of Regulations (hereinafter to as “CCR”) TITLE 24, PART 1
2025 CALIFORNIA ADMINISTRATIVE CODE
- B. CCR TITLE 24, PART 2 2025 CALIFORNIA BUILDING CODE- Volumes 1 & 2,
including Appendices B, C, H, I and J
- C CCR TITLE 24, PART 2.5 2025 CALIFORNIA RESIDENTIAL CODE,
including Appendices AA, BF, CI
- D. CCR TITLE 24, PART 3 2025 CALIFORNIA ELECTRICAL CODE

- E. CCR TITLE 24, PART 4 2025 CALIFORNIA MECHANICAL CODE
- F. CCR TITLE 24, PART 5 2025 CALIFORNIA PLUMBING CODE, including appendices A, H, I and K
- G. CCR TITLE 24, PART 6 2025 CALIFORNIA ENERGY CODE
- H. CCR TITLE 24, PART 7 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE including Appendix I
- I. CCR TITLE 24, PART 8 2025 CALIFORNIA HISTORICAL BUILDING CODE
- K. CCR TITLE 24, PART 10 2025 CALIFORNIA EXISTING BUILDING CODE including appendices Chapter A, D
- L. CCR TITLE 24, PART 11 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE
- M. CCR TITLE 24, PART 12 2025 CALIFORNIA REFERENCED STANDARDS CODE
- N. 2024 International Property Maintenance Code, as published by the International Code Council.”

SECTION 2. Section 15.04.070 of Chapter 15.04, Title 15 is hereby repealed in its entirety.

SECTION 3. Section 15.04.120 of Chapter 15.04, Title 15 is hereby amended to read as follows:

“15.04.120 – Board of appeals

A. Appeals for Commercial Projects.

Appeals of orders, decisions, or determinations made by the Building Official regarding the application and interpretation of the California Building Code for commercial projects shall be conducted in accordance with the procedures set forth in Appendix B of the 2025 California Building Code, as adopted and amended by the City.

B. Appeals for Residential Projects.

Appeals of orders, decisions, or determinations made by the Building Official regarding the application and interpretation of the California Residential Code for residential projects shall be conducted in accordance with the procedures set

forth in Appendix AA of the 2025 California Residential Code, as adopted and amended by the City.

C. Appeals for California Wildland-Urban Interface (WUI) Standards.

Appeals of orders, decisions, or determinations made by the Building Official regarding the application and interpretation of the WUI Standards shall be conducted in accordance with the procedures set forth in Appendix I of the 2025 California Wildland-Urban Interface Code, as adopted and amended by the City.

D. Appeals for Existing Buildings.

Appeals of orders, decisions, or determinations made by the Building Official regarding the application and interpretation of the California Existing Building Code shall be conducted in accordance with the procedures set forth in Appendix D of the 2025 California Existing Building Code, as adopted and amended by the City.

E. Judicial Review.

The decision of the appeals process under any of the above sections shall constitute the City's final administrative decision. The time for seeking judicial review of such decisions shall be governed by California Code of Civil Procedure Section 1094.6, as that section may be amended from time to time, which section is hereby adopted by reference."

SECTION 4. 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 5. 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 6. CEQA COMPLIANCE. The City Council finds and determines that the enactment of this Ordinance is not a "project" as that term is used in the California Environmental Quality Act ("CEQA"), (Cal. Pub. Res. Code Section 21000 et seq.) or the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

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

This Ordinance is herein introduced on the 15th day of October, 2025 and adopted on the 5th day of November 2025 at a duly held meeting of the City Council of the City of

Scotts Valley by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved:

Derek Timm, Mayor

Attest:

Cathie Simonovich, City Clerk

Approved as to Form:

Kirsten Powell, City Attorney