



A G E N D A

Meeting of the Scotts Valley City Council

Date: March 1, 2017

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 2-24-17 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Randy Johnson, Mayor Jim Reed, Vice Mayor Stephany E. Aguilar, Council Member Jack Dilles, Council Member Donna Lind, Council Member	City Staff Members Jenny Haruyama, City Manager Kirsten Powell, City Attorney Taylor Bateman, Acting Community Development Dir Scott Hamby, Public Works Director Steve Walpole, Interim Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

(Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required.)

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

- A. Approve check register – 2-13-17, 2-21-17
- B. Approve second reading and adoption of Ordinance No. 16-ZC-217.2 approving Planned Development District Overlay and Permit PD10-003 for the "Polo Ranch Affordable Housing" project to build two (2) triplexes for six (6) condominiums and related property improvements on a vacant lot located at 4303-A Scotts Valley Drive, APN 022-902-12
- C. Approve renewal of site rental agreement between the City of Scotts Valley and Heart to Hearts Parent Involvement Preschool
- D. Approve the following public access easement resolutions for 1440 Multiversity:
 - (1) Approve Resolution No. 1895.14, a resolution of the City Council of the City of Scotts Valley approving Gaston Circle Public Access Easement Dedication for APN 023-021-17 (portion), 023-022-01, 023-022-02, 023-022-03 (portions), 023-041-09 (portion), Bethany Drive (portion), and Gaston Circle (formerly California Court & Parkway) (portion)
 - (2) Approve Resolution No. 1895.15, a resolution of the City Council of the City of Scotts Valley approving Redwood Auditorium Public Access Easement Dedication for APN No. 023-041-09 (portion)

ALTERATIONS TO REGULAR AGENDA

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

REGULAR AGENDA

(Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.)

1. Consider approval of Pavement Management System Professional Services Agreement with NCE and authorize a budget expenditure appropriation in the amount of \$26,500 (Public Works/Kahn)
2. Consideration of recommended Measure S Library Improvements (City Manager Haruyama)
3. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: March 1, 2017

TO: Honorable Mayor and City Council

FROM: Jessica Kahn, Civil Engineer

Approved: Jenny Haruyama, City Manager

SUBJECT: **APPROVAL OF PAVEMENT MANAGEMENT SYSTEM
PROFESSIONAL SERVICES AGREEMENT AND
AUTHORIZATION OF A BUDGET EXPENDITURE
APPROPRIATION**

SUMMARY OF ISSUE

The City is responsible for the on-going pavement maintenance and rehabilitation of approximately 33.5 miles of streets citywide. The City's street system, one of the largest infrastructure assets in the City's possession, requires appropriate tools, such as a pavement management system (PMS), for managing the ongoing maintenance and improvement of the system. Additionally, the State of California requires local agencies to utilize a pavement management system to properly evaluate and report pavement conditions in order to be eligible for State Transportation Improvement Program (STIP) funding. Measure D requires that the City prepare a five-year program of projects to be funded with Measure Revenues. A PMS will identify those projects relating to local roadway repairs, rehabilitation, reconstruction and intersection improvements.

A pavement management system (PMS) is a tool used to aid the decision making and financial analysis process regarding roadway infrastructure. PMS software programs are used to index and model pavement sections with emphasis on fiscal analysis, maintenance priorities, budgeting, and forecasting. The proposed professional services agreement with NCE is to develop the City's Pavement Management System based on an assessment of current citywide pavement conditions using StreetSaver software. This project is being completed in collaboration with the City of Capitola to reduce costs related to meetings and field data collection. The City of Capitola has successfully used the StreetSaver software to manage a PMS for more than 15 years.

NCE is the consulting engineer for the biennial California Statewide Local Streets and Roads Needs Assessment, sponsored by the League of California Cities and the California State Association of Counties, which evaluates the present condition and future requirements of California's pavement, bridges, sidewalks and other essential transportation components of the local street and road network. Streetsaver was developed by Metropolitan Transportation Commission, the Bay Area transportation

planning commission, and is used by all Bay Area municipalities and widely throughout California. Streetsaver has a wide range of maintenance and fiscal analysis options, mapping integration functions, and is considered easy to use.

The scope of work to be performed by the consultant includes the following:

- Condition Surveys and Pavement Condition Index (PCI) Calculations
- Maintenance and Rehabilitation Decision Tree and History
- Budgetary Analysis and Final Reports

FISCAL IMPACT

The total cost for the proposed scope of work is \$26,500 which will be paid from available Fund 3, Gas Tax. There is no impact to the General Fund. This item was included in the FY 2016/17 budget and will require the appropriation of additional funds.

STAFF RECOMMENDATION

It is recommended that Council approve the attached agreement for professional services with NCE, authorize the City Manager to execute the agreement, and authorize a budget expenditure appropriation in the amount of \$26,500.

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CITY OF SCOTTS VALLEY AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of **March 1, 2017**, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and **NCE**, hereinafter referred to as "CONSULTANT".

RECITALS

- A. CITY desires to retain Consultant for certain professional services as set forth in this Agreement.
- B. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. CONSULTANT possesses the skill, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

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

AGREEMENT

- 1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be **Margot Yapp, P.E., Principal/Vice President, whose address is 501 Canal Blvd., Suite I, Pt. Richmond, CA 94804; telephone: (510) 215-3620; fax: (510) 215-2898; Email: MYapp@ncenet.com.**
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.
- 4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed no later than **July 30, 2017**. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed **\$26,500**. Such compensation shall be paid upon the completion of the services set forth in Section 3.

Payments to CONSULTANT shall be made upon invoices submitted by CONSULTANT to CITY for review and approval. Invoices will be paid by CITY within a reasonable time after said approved invoices are received.

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

CITY shall hold harmless and indemnify CONSULTANT from any damage which may be caused to the CITY's computer network system.

7. **Termination:** This Agreement may be terminated by the CITY immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination.

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

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 8 of this Agreement.

8. **Documents:** Notes, studies, charts, computations, electronic files, and other data and information obtained by CONSULTANT for this project shall, upon receipt of payment for services rendered, be made available to CITY by CONSULTANT at CITY'S request and shall become the property of CITY. In the event CITY alters the document, CITY agrees CONSULTANT shall have no responsibility whatsoever for any claim arising out of, or alleged to

have risen out of, use of the altered document,

All plans, studies, documents, charts, computations, and electronic files prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the CITY upon payment to CONSULTANT for such work, and the CITY shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to CITY upon written request.

9. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

10. **Licenses:** CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. Consultant shall maintain a City of Scotts Valley business license.

11. **Assignment:** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, CONSULTANT shall be fully responsible to CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such contractor other than as otherwise required by law.

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

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

14. **Applicable Law and Attorney's Fees:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Santa Cruz. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to recover its reasonable litigation expenses, including attorney fees.

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

16. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

17. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this **1st day of March, 2017**, at Scotts Valley, California.

CONSULTANT:

CITY OF SCOTTS VALLEY:

By: Margot Yapp, P.E., Principal/Vice President
NCE

Jenny D. Haruyama, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Tracy A. Ferrara, City Clerk

Exhibit A
Description and Scope of Work
Pavement Management Program



Project Understanding & Scope of Work

PROJECT UNDERSTANDING

NCE understands that the City of Scotts Valley is seeking professional consulting services to assist the staff in implementing a Pavement Management System (PMS) using the StreetSaver software. It is assumed that the City does not have a current license to the StreetSaver program and that no database exists.

The City's pavement network is composed of approximately 33.5 centerline miles of publicly maintained streets and no further information is available.

The following scope of work details the tasks required.

SCOPE OF WORK

TASK A – KICKOFF MEETING

NCE will first meet with City staff to kickoff the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- Scope of work, project schedule
- Points of contacts
- Scheduling and access requirements for field work
- Public safety concerns, requirements and procedures
- Quality Control activities
- Maintenance and rehabilitation (M&R) practices, records and costs
- Maintenance budgets
- Available city maps and other relevant data
- Other issues as appropriate

Prior to the kickoff meeting, NCE will prepare a detailed agenda which will be sent to City staff for review prior to the meeting. This task includes NCE purchasing a one-year software license of StreetSaver on the City's behalf.

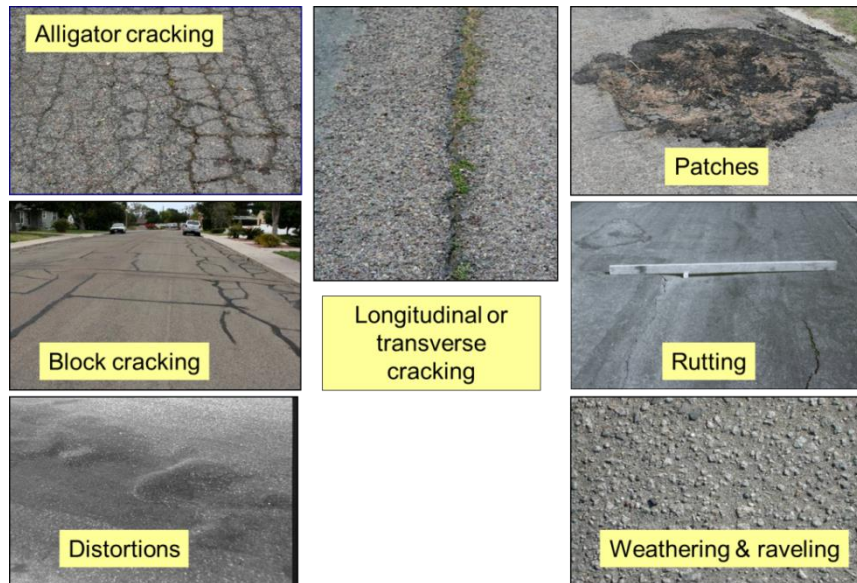
Deliverable for this task:

- Technical memorandum summarizing the results of meeting
- One year license to StreetSaver



TASK B – CONDITION SURVEYS & PCI CALCULATIONS

NCE will perform pavement condition surveys on the City's entire pavement network. A total of 33.5 centerline miles of streets will be surveyed in accordance with MTC's established standards. Approximately one sample unit will be inspected for each 1,000 lineal feet of roadway. Any variation from the established procedures will be to accommodate unique local conditions e.g. gap-graded texture of rubberized asphalt concrete overlays, bleeding, edge cracking, etc. These conditions typically exhibit unique distresses that may not be reflected in any distress manual, so special exceptions will need to be made.



Please note that NCE's condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, drainage issues or short term maintenance that should be performed.

NCE will be responsible for providing all equipment necessary for performance of this task. Should City personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate the City. Individual City staff may also accompany NCE's field crews for up to ½ day each – to gain hands-on training at no additional cost to the City. We have found that this is the most effective training method for agency staff, as they become part of the data collection crew, rather than just an observer.

Data Entry and PCI Calculations

All information collected from the condition surveys will then be downloaded into the StreetSaver database. This task will be performed at NCE's office in





order to provide Quality Control of all data entered into the system. NCE will next perform the pavement condition index (PCI) calculations and correct any errors found.

Quality Control

Quality Control/Quality Assurance (QC/QA) checks are critical on a project such as this when such a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC/QA component into all of our projects. For this project, we have proposed the inclusion of a QC Manager, Mr. James Signore, who will have the following project responsibilities:

- Calibration of all data collection activities
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes as needed
- Comparing the field data collected with on-site conditions
- Review of all data entry functions, including random spot checks
- Review of reports generated and analyses performed to ensure a quality product

A minimum of 5% of the network will be re-inspected by an inspector that was not involved in Task B for QC purposes.

Deliverable for this task:

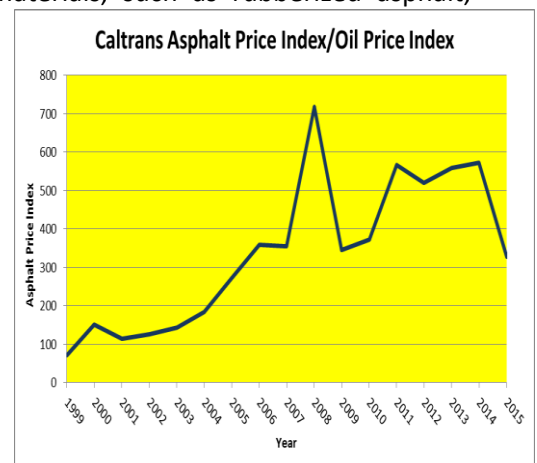
- QC plan
- PCI report
- StreetSaver database with PCI

TASK C – UPDATE MAINTENANCE & REHABILITATION DECISION TREE & HISTORY

Upon completion of the data collection activities, NCE will review maintenance and rehabilitation (M&R) strategies with City staff. This will include the recommendation and selection of appropriate treatments such as slurry seals or overlays, and the determination of treatment unit costs. This will also be an appropriate time to review the use of new treatments or materials, such as rubberized asphalt, rubberized chip seals, REAS, cold-in-place recycling etc. The discussion will include a review of the City's existing resources and historical expenditure levels.

Development of the M&R strategies and reviewing StreetSaver's decision trees are critical steps in any PMS update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. Therefore, NCE consistently emphasizes completion of this step as a separate task.

Since paving construction costs have increased dramatically since 2004 (as much as three times in some cases), NCE strongly





recommends that this be performed prior to any budget analyses. The chart on the left illustrates the volatility in asphalt price index as monitored by Caltrans.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are practical and workable. The M&R alternatives are used to determine effective treatments for each street section based upon criteria such as condition, pavement type, and functional class. Once these M&R alternatives are defined, a treatment unit cost will be determined for each alternative. These alternatives and costs will then be entered into the PMS database for budgetary analyses.

In addition, any M&R history from 2010 to 2016 will be entered into the database.

Deliverables for this task:

- M&R Decision Tree
- M&R history report

TASK D – BUDGETARY ANALYSIS & FINAL REPORTS

Next, NCE will perform a **budget needs** analysis using an analysis period to be determined by the City (assumed to be 5 years, although long-term projections can go as high as 30 years.). This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. The needs analysis identifies road sections that need treatment and applies the M&R decision trees to each section. (This also will identify which streets need deflection testing.) The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

In simplistic terms, the Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The **Budget Scenarios** analyses prioritize sections for repair under constrained, realistic, budgetary assumptions. Multiple funding scenarios may be performed to answer "what-if" questions (the real "meat" of any PMS). NCE will perform up to three budget scenario runs based on input from the City. Typical funding scenarios include:

- Existing funding levels
- Existing funding levels increased (or decreased) by 10%, 20%, etc.
- Funding levels required to maintain (or increase) the PCI over time
- Funding levels to maintain (or decrease) backlog over time

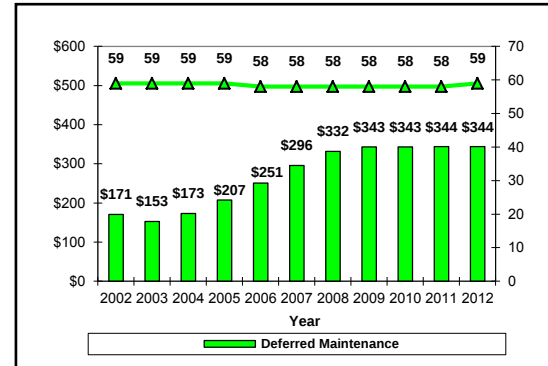
Simply put, the budget scenarios module answers the question: "If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

StreetSaver has powerful prioritization tools that analyses the benefits and costs for each street segment and treatment so that a prioritized list of candidate projects are generated for inclusion in a multi-year work plan. It also has the ability to accommodate projects that are "fixed" e.g. utility trench projects, projects with committed funding.



NCE will next prepare a draft final report that summarizes the results of the surveys and analyses. Specifically, the final report will summarize the overall condition of the City's pavement network, the maintenance & rehabilitation strategies used by the City, the results of budgetary analyses, different budget scenarios and recommendations on the recommended scenario with selected road sections for maintenance and rehabilitation. It will contain:

- Executive Summary
- Inventory reports
- Condition (PCI) reports - current PCI for individual streets as well as average PCI for the network
- Maintenance and rehabilitation history reports
- Budget Needs reports summarizing network needs, costs and conditions
- Budget Scenarios reports with optimized and recommended streets for M&R for each scenario
- Prioritized five year work-plan
- Recommended list of streets for deflection testing



A draft copy of this report will be provided to the City for review. Upon receipt of the City's comments, a final report will be prepared.

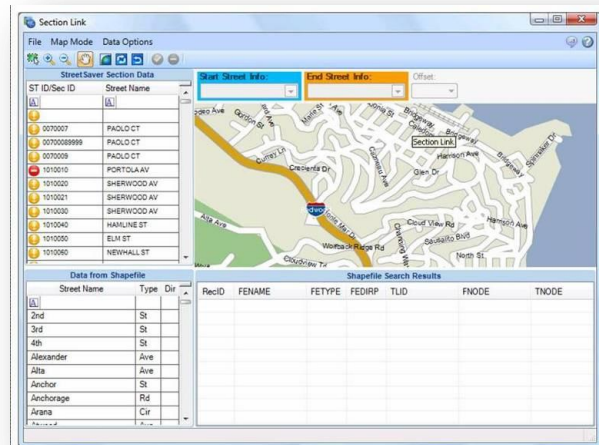
Deliverables for this task:

- Draft Report (electronic)
- Final Report (two hard copies and one electronic copy)
- Completed StreetSaver databases (online)

TASK E – GIS LINKGE (optional)

As an optional task, NCE will ink the StreetSaver database to a GIS shapefile. The GIS linkage consists of matching segments in the basemap based on road name, type and/or direction. The GIS Settings Screen is used to create the link between the StreetSaver™ database and the base map. The ShapeFile ID, Street Name, Street Type and Street Dir fields are selected from the available fields within the base map.

The City will need to provide a street centerline basemap/shapefile to be uploaded to StreetSaver. This option is the most accurate as all the pavements maintained by the City are included and labeled correctly. This also takes far less time to link the database to the



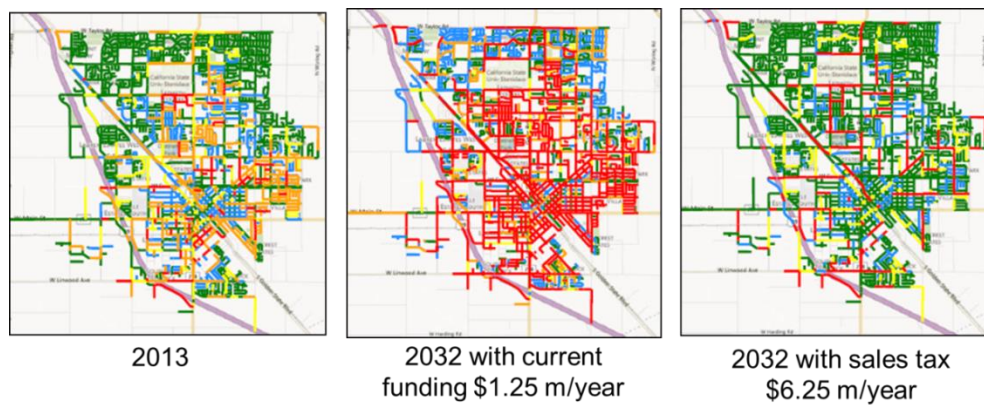


shapefile.

Built-in queries are available with the toolbox to generate maps or export to shape files. Standard Queries include:

- PCI Range by street section
- Future PCI by street section
- Maintenance Treatment History
- Impacts of different budget scenarios
- Sections Selected for Treatment

Once linked, powerful maps can be generated within minutes, as shown in the example below:



This task assumes that the City has street centerline shapefiles that are accurate and can be used for linkage.

Deliverables:

- GIS shapefile linked to StreetSaver database



COST ESTIMATE

NCE's cost estimate for the above scope is shown in the table below. Our costs assume that this project will be conducted concurrently with the City of Capitola, so that travel costs are minimized for meetings and field data collection.

Task Description	Hourly Breakdown by Personnel						Total Cost
	Principal	QC/QA Manager	Project Engineer	Snr/Field Tech	Clerical	MTC Costs	
Task A - Kickoff Meeting	4		4			\$ 1,500	\$ 3,100
Task B - Pavement Condition Surveys & QC	4	4	8	88			\$ 14,400
Task C - Update M&R History & Decision Tree	4		12				\$ 2,900
Task D - Budgetary Analysis and Final Report	4	2	32		4		\$ 6,100
Task E - GIS Mapping (optional)			4	16		\$ 2,013	\$ 4,000
Totals	16	6	60	104	4	\$ 3,513	\$ 30,500

Assumptions:

Task A includes StreetSaver software license for 1 year.

Task B includes 5% reinspection for QC.

Task B assumes walking surveys on 33.5 centerline miles of streets. Field training for City staff at no additional cost.

Task E assumes City has current GIS shapefiles. Includes MTC upload costs.

Meetings are included in Tasks A and C - assumes that meetings with Capitola are held on the same day.

Schedule

Task Description	Weeks from Notice to Proceed												
	1	2	3	4	5	6	7	8	9	10	11	12	13
Task A - Kickoff Meeting													
Task B - Pavement Condition Surveys & QC													
Task C - Update M&R History & Decision Tree													
Task D - Budgetary Analysis and Final Report													
<i>Draft Report</i>													
<i>City Review</i>													
<i>Final Report</i>													
Task E - GIS Mapping (optional)													

Assumptions

Task B assumes no weather delays.

Task D assumes 2 weeks for City review of draft report.

Task E assumes City provided basemap/shapefile.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: March 1, 2017

TO: Honorable Mayor and City Council

FROM: Jenny Haruyama, City Manager

SUBJECT: **CONSIDERATION OF RECOMMENDED MEASURE S LIBRARY IMPROVEMENTS**

SUMMARY OF ISSUE

The City of Scotts Valley is a member of the Library Joint Powers Authority (LJPA) that provides library services to jurisdictions in Santa Cruz County, including the County of Santa Cruz, City of Capitola, and City of Santa Cruz. The LJPA was established in 1996.

On January 18, 2017, the City Council formed a Council Library Facility Upgrade Subcommittee to work with staff to identify and recommend potential library improvement projects funded by Measure S. Measure S, a ballot measure to fund new libraries and/or library improvements, was approved by Santa Cruz County voters on June 7, 2016. Scotts Valley is expected to receive \$3 million in bond proceeds. It is anticipated that the first draw down of bond proceeds will occur in Summer 2017, and should be expended within 3 years of issuance. As a result, JPA members have been asked to identify potential projects and associated costs no later than March 2017.

On February 2, 2017, the Council Library Facility Upgrade Subcommittee met with the City Manager and Susan Nemitz, Santa Cruz Public Libraries Director to discuss and identify potential library improvements that could be completed over the next three fiscal years. The following improvements were identified as recommended projects:

PROPOSED IMPROVEMENTS	ESTIMATED COST	SUGGESTED IMPLEMENTATION SCHEDULE
Sound Attenuation Equipment	\$75,000	FY 17/18
Roof Replacement/Repair (Partial)	\$175,000	FY 17/18
HVAC System Replacement	\$125,000	FY 18/19
Building System Improvements - Keyless Building Entry - Security Cameras (Entry/Exit Points)	\$50,000	FY 18/19
Parking Lot Improvements - Resealing, Striping and Repair	\$25,000	FY 19/20
TOTAL	\$450,000	

AGENDA ITEM 2

DATE: 3-1-2017

The proposed improvements are part of a 3-year planning effort and have been prioritized given current facility needs. Implementation of improvements will be considered in context of the proposed FY 2017/18 – FY 2022/23 Capital Improvement Program (CIP) and presented to Council as part of the FY 2017/18 Annual Operating Budget. Subsequent discussions will occur as part of the City's annual CIP budget development process to appropriately plan for future library improvement needs paid for with Measure S funds.

Priority improvements include addressing noise levels in the library through sound attenuation equipment and repairing roof leaks which were exacerbated from recent storms. Other key projects involve replacing the building's existing HVAC system as it is reaching the end of its life cycle, implementing a keyless entry system and security cameras to monitor entry and exit points, and resealing, striping and repair of the library parking lot. If Council concurs with the Subcommittee's recommendations, approximately \$500,000 in bond proceeds would be drawn down in Summer 2017. The proposed improvements would also be published on the LJPA Measure S website, developed to track the use of Measure S funds and track project progress.

Should there be any remaining funds after the completion of the proposed improvements, the Subcommittee will return to Council with recommended projects for consideration. As future bond drawn downs are scheduled by the LJPA, the Subcommittee will meet as necessary to identify future projects.

FISCAL IMPACT

Should Council concur with the Subcommittee's recommended library facility improvement projects, staff will incorporate them into the upcoming 5-year CIP. The projects would be funded through Measure S funds. Approximately \$500,000 in bond proceeds would be drawn down in Summer 2017.

STAFF RECOMMENDATION

It is recommended that Council consider and provide direction regarding the Library Facility Upgrade Subcommittee's suggested library projects as noted in the table on Page 1 of this report. Upon Council direction, the improvements will be incorporated into the proposed FY 2017/18 – FY 2022/23 CIP.

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None.

CONSENT AGENDA ITEM A
DATE: 3-1-2017

SCOTTS VALLEY ACCOUNTS PAYABLE
02/13/2017 10:55:00 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.05 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 021317 COMMENT... AP 02/13/2017

DATA-JE-ID DATA COMMENT

W-02132017-209 AP 02/13/2017

Run Instructions:

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Check Register

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.15143	ALBANO/DAVID	109572	02/13/17	56.00
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003497	ALVAREZ INDUSTRIES, INC	109574	02/13/17	196.00
000563	APPI	109575	02/13/17	232.67
000998	ASSOCIATED SERVICES CO.	109576	02/13/17	98.61
.15144	AUSTIN/JIM	109577	02/13/17	100.00
.15145	BASSETT/JOHN	109578	02/13/17	68.00
000614	BATTERIES PLUS	109579	02/13/17	4.75
000053	BSN SPORTS	109580	02/13/17	61.13
003174	CAPITAL ONE COMMERCIAL	109581	02/13/17	73.09
000773	CENTRAL COAST LANDSCAPE	109582	02/13/17	383.00
001812	CENTRAL COAST SYSTEMS	109583	02/13/17	609.40
.15148	COAST COUNTIES TOWING, I	109584	02/13/17	400.00
003569	CORDANO SPEARS DENTAL	109585	02/13/17	1,100.00
.15146	CORI/ROBERT	109586	02/13/17	88.00
.15147	CRIVELLO/JOHN	109587	02/13/17	117.74
000037	CRYSTAL SPRINGS WATER CO	109588	02/13/17	40.30
.15152	DAN LEE	109589	02/13/17	260.97
000389	DASSEL'S PETROLEUM INC	109590	02/13/17	4,133.89
000975	DEAN/MICHAEL R.	109591	02/13/17	31.90
.15155	DEL CHIARO/MARVIN	109592	02/13/17	89.99
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000054	EWING IRRIGATION PRODUCT	109596	02/13/17	164.28
000202	FEDERAL EXPRESS	109597	02/13/17	61.83
003253	FIRST ALARM	109598	02/13/17	129.60
003412	GOLDBERG DDS/STUART P	109599	02/13/17	227.20
.15149	GRANGER-JONES/VICTORIA	109600	02/13/17	200.00
000262	GRANITE ROCK COMPANY	109601	02/13/17	643.50
.15150	HEIL/WALTER	109602	02/13/17	49.00
003271	HOME DEPOT CREDIT SERVIC	109603	02/13/17	501.27
000283	HOSE SHOP	109604	02/13/17	770.32
003277	IMPERIAL SPRINKLER SUPPL	109605	02/13/17	128.60
.15151	INVESTOR'S MANAGEMENT CO	109606	02/13/17	632.00
.15153	KAREN LIPPE	109607	02/13/17	100.00
003267	KEEFFE/LAUREL	109608	02/13/17	300.00
000284	LOGAN & POWELL, LLP	109609	02/13/17	14,960.00
.15154	LUMENITE CONTROL TECH.,	109610	02/13/17	1,959.06
000195	MESITI-MILLER ENGINEERIN	109611	02/13/17	1,824.20
003171	MICHALAK/GENE	109612	02/13/17	24.40
000218	MID VALLEY SUPPLY	109613	02/13/17	670.06
001964	MILROY/JUSTIN	109614	02/13/17	1,100.00
.15166	NATIONAL MAH JONGG LEAGU	109615	02/13/17	320.00
001872	NORTH CENTRAL LABORATORI	109616	02/13/17	118.17
001989	NORTHERN SAFETY & INDUST	109617	02/13/17	434.98

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	.15157 PATEL/MAHENDRA	109622	02/13/17	100.00	
	000102 PITNEY BOWES	109623	02/13/17	147.44	
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	.15159 REXFORD/JOY	109625	02/13/17	51.20	
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	000122 SANTA CRUZ/CITY OF	109632	02/13/17	475.56	
	.15162 SCOTTS VALLEY PROPERTY M	109633	02/13/17	1,079.91	
	000405 SILVERSTEIN/THOMAS	109634	02/13/17	1,480.10	
	.15163 SORCI/TOM	109635	02/13/17	198.00	
	001555 STATE BOARD OF EQUALIZAT	109636	02/13/17	3,126.00	
	001844 STERLING WATER TECHNOLOG	109637	02/13/17	11,457.80	
	.15164 STONE/MARK	109638	02/13/17	200.00	
	.15165 STRBAC/VLADAN	109639	02/13/17	100.00	
	001085 SYCAL ENGINEERING INC	109640	02/13/17	1,082.50	
	001366 U.S. BANCORP OFFICE	109641	02/13/17	1,254.57	
	001831 USA BLUE BOOK	109642	02/13/17	251.78	
	001803 VARGAS ACADEMY OF	109643	02/13/17	1,509.20	
	003420 VERIZON WIRELESS - VSAT	109644	02/13/17	50.00	
	003145 WAGE WORKS	109645	02/13/17	160.00	
	.15167 WASTEWATER TECHNOLOGY TR	109646	02/13/17	495.00	
	.15168 WEST MARINE PRO	109647	02/13/17	262.40	
	000154 WINCHESTER AUTO STORES	109648	02/13/17	3.09	
	001880 ZUMAR INDUSTRIES INC	109649	02/13/17	628.87	
	003550 2ND NATURE	109650	02/13/17	3,300.00	
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SCOTTS VALLEY ACCOUNTS PAYABLE
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GL540R-V08.05 PAGE 3

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011	TERTIARY TREATMENT PLANT	2,476.33
012	WASTEWATER CAPITAL RESERVE	1,082.50
023	SVRDA SUCCESSOR AGENCY	1,260.00
028	SENIOR CENTER	1,161.85
050	PINEWOOD EST LNDSCP MAINT DT	383.00
112	DENTAL INS INTERNAL SERV	2,562.20
123	COMMUNITY FACILITY CENTER	411.78
150	GENERAL CAPITAL IMPROVEMENTS	1,824.20
TOTAL ALL FUNDS		83,566.97

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TOTAL ALL BANKS		83,566.97

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003521	CARD SERVICE CENTER	109662	02/21/17	1,558.93
001956	CENTRAL COAST CISM TEAM	109663	02/21/17	900.00
001051	COASTAL EVERGREEN CORP	109664	02/21/17	1,675.00
002091	COMCAST	109665	02/21/17	159.69
002091	COMCAST	109666	02/21/17	274.48
002091	COMCAST	109667	02/21/17	239.60
000761	COMMUNITY BRIDGES	109668	02/21/17	2,292.75
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000207	DEPARTMENT OF JUSTICE	109670	02/21/17	32.00
001257	EBRAHIMIAN DDS/MARK	109671	02/21/17	328.00
001131	GRUBER DDS/MICHAEL	109672	02/21/17	170.00
000057	HACH COMPANY	109673	02/21/17	604.31
000283	HOSE SHOP	109674	02/21/17	2,497.10
000430	INTERSTATE BATTERIES	109675	02/21/17	163.07
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003565	MANAGEMENT PARTNERS	109677	02/21/17	19,647.81
000291	MBASIA	109678	02/21/17	6,321.77
001234	MC GRAW DDS/BERNARD	109679	02/21/17	247.20
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000083	MISSION UNIFORM SERVICE	109681	02/21/17	937.52
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000098	PALACE ART & OFFICE	109686	02/21/17	8,589.41
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001857	PHOENIX GROUP	109688	02/21/17	66.20
001876	POLITO/BRANDON	109689	02/21/17	233.41
000171	RIVERSIDE LIGHTING INC	109690	02/21/17	68.73
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000122	SANTA CRUZ/CITY OF	109696	02/21/17	30.00
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	001106 VERIZON WIRELESS	109701	02/21/17	769.93	
	000155 XEROX CORPORATION	109702	02/21/17	1,792.76	
	001625 YOSHIDA DDS/NOREEN	109703	02/21/17	30.00	
	002021 ZOOM	109704	02/21/17	451.45	
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SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/21/2017 10:27:44
GL540R-V08.05 PAGE 3

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RECORDS PRINTED - 000128

GL540R

FUND RECAP:

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004	RECREATION	1,827.85
010	WASTEWATER OPERATIONS	41,704.89
011	TERTIARY TREATMENT PLANT	3,030.00
028	SENIOR CENTER	851.07
050	PINEWOOD EST LNDSCP MAINT DT	10.18
077	SKYPARK MAINT ASSESS DIST	32.59
112	DENTAL INS INTERNAL SERV	3,893.70
123	COMMUNITY FACILITY CENTER	670.46
150	GENERAL CAPITAL IMPROVEMENTS	2,140.00
TOTAL ALL FUNDS		120,942.59

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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TOTAL ALL BANKS		120,942.59

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: March 1, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Edwards, Senior Planner

REVIEWED: Taylor Bateman, Acting Community Development Director

APPROVED: Jenny D. Haruyama, City Manager

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. 16-ZC-217.2 APPROVING PLANNED DEVELOPMENT DISTRICT OVERLAY (PD10-003) FOR THE “POLO RANCH AFFORDABLE HOUSING” PLANNED DEVELOPMENT ON A VACANT PARCEL LOCATED AT 4303-A SCOTTS VALLEY DRIVE / APN 022-902-12**

SUMMARY OF ISSUE

On February 15, 2017, the City Council approved the first reading and introduction of Ordinance No. 16-ZC-217.2, which approved a Planned Development District Overlay and Permit for the “Polo Ranch Affordable Housing” project. The Ordinance is one of other entitlements approved to allow construction of six (6) low-income (80% of area median) affordable units and related property improvements. The project is the required inclusionary/affordable housing for the previously approved 40-lot “Polo Ranch” subdivision, located on Polo Ranch Road off Santa’s Village Road.

FISCAL IMPACT

The proposed residences are not expected to have a significant fiscal impact to the City. The future homeowners association is required to manage and maintain the internal private streets, drainage/hydrology systems, and recycled water system. The residential buildings will provide limited property tax.

RECOMMENDATION

It is recommended that City Council approve the second reading and adoption of Ordinance No. 16-ZC-217.2.

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Ordinance No.16-ZC-217.2 (Action Item) Approving PD District Overlay	2
	001

ORDINANCE NO. 16-ZC-217.2

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING PLANNED DEVELOPMENT DISTRICT OVERLAY AND PERMIT
PD10-003 FOR THE “POLO RANCH AFFORDABLE HOUSING” PROJECT TO
BUILD TWO (2) TRIPLEXES FOR SIX (6) CONDOMINIUMS AND RELATED
PROPERTY IMPROVEMENTS ON A VACANT LOT LOCATED
AT 4303-A SCOTTS VALLEY DRIVE / APN 022-902-12.**

WHEREAS, the City of Scotts Valley Planning Department has received an application from Lennar Homes of CA to create six condominiums and one common lot and to build two triplexes and related property improvements, as the required affordable housing for the approved 40-lot Polo Ranch subdivision (located on Polo Ranch Road off Santa’s Village Road) on a vacant lot at 4303-A Scotts Valley Drive/APN 022-902-12.

WHEREAS, Lennar Homes (referred to as “applicant”), has presented substantial evidence which supports the application; and

WHEREAS, the application is a “project” pursuant to the California Environmental Quality Act (“CEQA”), which requires the preparation and certification of an Mitigated Negative Declaration in accordance with the requirements of the California Environmental Quality Act (“CEQA”); and

WHEREAS, the City conducted an Initial Study and prepared a Mitigated Negative Declaration (IS/MND), in accordance with the State CEQA Guidelines and requirements. The IS/MND was duly noticed, published, and distributed for a 20-day public review period from September 14, 2012 - October 3, 2012, and was made available for public review at City Hall and the Planning Department. A public notice of the availability of this document was provided pursuant to the requirements of CEQA. Also, the document was made available to the public from January 5-24, 2017, at City Hall and the Planning Department, pursuant to the requirements of CEQA.

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

WHEREAS, on December 13, 2012, the Planning Commission held a duly published and noticed public hearing pursuant to the requirements of the Scotts Valley Municipal Code and State Law, amended Condition #28, and recommended approval to the City Council; and

WHEREAS, more time was needed to complete an affordable housing agreement, and the application did not proceed to City Council for review; and

WHEREAS, on October 17, 2016, the Applicant expressed its desire to move forward with the Application; and

WHEREAS, due to the amount of time since the Planning Commission hearing on December 13, 2012, staff reviewed the project and the previously prepared Mitigated Negative Declaration and determined that pursuant to CEQA Guidelines, the project will not result in any new avoidable or unavoidable significant effects that would require new mitigation measures or project revisions to reduce effects to less than significant levels; and

WHEREAS, due to the delay associated with the project, on January 19, 2016, the Planning Commission held a duly published and noticed public hearing pursuant to the requirements of the Scotts Valley Municipal Code and State Law, considered the application, took public testimony, amended Condition #28, and recommended approval to the City Council; and

WHEREAS, the City Council held a duly published and noticed public hearing on February 15, 2017, to consider the Mitigated Negative Declaration of the proposed project pursuant to the requirements of the Scotts Valley Municipal Code and State Law and all other information in the record including, but not limited to, public testimony; and, they certified Mitigated Negative Declaration MND12-001 by adopting Resolution No. 1830.4.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley does hereby make the following findings, as further clarified in the City Council staff report dated February 15, 2017, as follows:

SECTION 1: The City Council approves Planned Development District Overlay and Permit PD10-003, based on the following findings:

- A. *That the Planned Development Zoning District Overlay and Permit (PD) furthers the policies of the General Plan.*** The General Plan designates the property as “High Density Residential”, which calls for multi-family residences such as townhouses, apartments or condominiums. General Plan Open Space & Conservation Element Action OSA-382 encourages infill development of vacant lots, while Objective LO-24 requires new residential development to be compatible with surrounding land uses. The project as mitigated and conditioned meets the requirement of this finding in that the project constitutes as an urban infill project. The 2-story designs will integrate with other High-Density housing in the neighborhood. The project will enhance the appearance of the lot and improve the visual quality on that portion of Acorn Court.
- B. *That the PD conforms in all respects to the planned development zoning of the property.*** Planned Developments allow new development to be designed to meet the needs of the individual property and proposed use. The project meets the requirement of this finding in that the PD will allow exceptions to the Municipal Code for reduced front yard setbacks, right side yard setbacks, reduced garage sizes, increased lot coverage, reduced private open space for two units (Plan 1), and no RV parking storage space to meet the needs of the high-density subdivision.

- C. That the inter-relationship between the orientation, location, mass and scale of building volumes, and elevations of buildings, structures, and other uses on-site are appropriate, compatible, and aesthetically harmonious.** The project meets the requirements of this finding in that the site planning and architecture is well-designed and appropriate as an infill project on Acorn Court. The architecture will meet the design standards in that the roof articulation and building massing will be compatible with buildings in the vicinity.
- D. The environmental impacts of the project have been reviewed and considered.** The project meets the requirements of this finding in that the Mitigated Negative Declaration identifies potential significant impacts and ways to reduce the impacts to less than significant levels. As mitigated, both short-term and long-term environmental effects associated with this project will be less than significant. When impacts associated with this project are considered alone, or in combination, they are not significant as mitigated. Mitigation measures and conditions will reduce impacts of the project construction.

NOW THEREFORE, BE IT FURTHER RESOLVED that, after careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony and other evidence submitted in this matter, the City Council approves Planned Development District Overlay and Permit PD10-003 for the applicant to create six condominiums and one common lot and to build two triplexes and related property improvements, as the required affordable housing for the approved 40-lot Polo Ranch subdivision (located off Santa's Village Road) on a vacant lot at 4303-A Scotts Valley Drive / APN 022-902-12, subject to amended Conditions of Approval.

THE ABOVE AND FOREGOING ORDINANCE NO. 16-ZC-217.2 was introduced for a first reading on the 15th day of February, 2017, and passed and adopted on the 1st day of March, 2017, at a duly held meeting of the City Council of the City of Scotts Valley by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Approved: _____

Randy Johnson, Mayor

Attest:

Tracy Ferrara, City Clerk

Approved as to Form:

Kirsten Powell, City Attorney

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: March 1, 2017
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
APPROVED: Jenny Haruyama, City Manager
**SUBJECT: HEART TO HEARTS PARENT INVOLVEMENT
PRESCHOOL SITE RENTAL AGREEMENT RENEWAL**

SUMMARY OF ISSUE

The Heart to Hearts Parent Involvement Preschool has elected to renew their Site Rental Agreement with the City of Scotts Valley for the 2016/17 school year.

The preschool has rented the Community Room above the snack bar and restrooms located in Siltanen Park for the previous five years. The existing Community Room was renovated by the preschool to accommodate their program needs.

FISCAL IMPACT

Approving the renewal of the Site Rental Agreement will generate approximately \$8,400 annually in General Fund revenue.

STAFF RECOMMENDATION

It is recommended that Council approve the attached Site Rental Agreement between the City of Scotts Valley and the Heart to Hearts Preschool and authorize the City Manager to execute the agreement.

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Site Rental Agreement

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SITE RENTAL AGREEMENT

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Landlord," and the HEART TO HEARTS PARENT INVOLVEMENT PRESCHOOL, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 127 Vine Hill School Road, on which the Siltanen Park Community Room is located (the "Site").

2. Tenant desires to use the Site for a preschool on weekday mornings, and storage.

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

AGREEMENT

A. **PREMISES:** Landlord hereby rents to Tenant and Tenant hereby rents from Landlord from 9:00am to 2:00pm on Tuesday through Thursday beginning in Fall unless enrollment increases then they will continue Monday through Friday, the Teen Room and the adjoining room as shown on the map attached hereto as Exhibit A (collectively referred to as the "Premises").

B. **USE OF PREMISES:**

1. **Permitted Uses.** Landlord hereby grants permission to Tenant to occupy the Premises for operation of the preschool and storage.

2. **Site Facilities.** Any improvements to the Premises proposed by Tenant must be approved in advance by the Recreation Division Manager. Any equipment necessary for Tenant's operations shall be installed, constructed, operated and maintained by Tenant at Tenant's sole cost and expense, following Tenant's obtaining all appropriate permits to install, construct and commence operations of Tenant from any public agency having jurisdiction over the issuance of permits related to Tenant's operations. The Recreation Division Manager shall approve all items to be stored on the Site.

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

C. TERM: The Term ("Term") of this Agreement shall be the following: September through May. The Term shall commence on September 1, 2016 and shall terminate on August 31, 2017 unless sooner terminated as provided herein.

D. RENT: Tenant agrees to pay Landlord, as Rent for the Premises, \$700.00 per month for September through May. Such payment shall be made in arrears on the first of each and every calendar month during the Term to the party and at the address designated in Section H.

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

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

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

Landlord:

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

Tenant:

HEART TO HEARTS
PARENT INVOLVEMENT PRESCHOOL
5 Kentwood Court
Scotts Valley, CA 95066
Attn: Donna Hardwick

H. LIABILITY AND INDEMNITY:

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

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

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

J. **MAINTENANCE OF PREMISES:** Throughout the Term, or any Extended Term, Tenant shall, at its sole expense, keep and maintain the Premises in good order, condition and repair. Tenant shall not do anything to cause any damage to the Site.

K. **TERMINATION:** Either party has the right to terminate this Agreement at any time upon providing the other party ninety (90) days' written notice for any reason or no reason. Should either party terminate pursuant to this provision, the termination shall be subject to the surrender provisions set out above, as if it were the last day of the Term.

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

1. The complete abandonment of the Premises by Tenant;
2. Failure to pay two (2) continuous installments of Rent or any other monies due and payable hereunder, said failure continuing for a period of ten (10) days after written notice thereof from Landlord to Tenant;

3. A general assignment by Tenant for the benefit of creditors, without the prior written approval of Landlord, which approval shall not be unreasonably withheld;

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

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

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

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

M. LANDLORD'S REMEDIES:

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

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

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

2. **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, and if Landlord terminates this Agreement in compliance with applicable law, to re-enter the Premises and remove all persons and property from the

Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of March 1, 2017.

LANDLORD:
CITY OF SCOTTS VALLEY

TENANT:
HEART TO HEARTS PARENT
INVOLVEMENT PRESCHOOL

By: _____
Jenny D. Haruyama
City Manager

By: _____
Its: _____

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: March 1, 2017
TO: Honorable Mayor and City Council
FROM: Ken Anderson, City Engineer
APPROVED: Jenny Haruyama, City Manager
SUBJECT: PUBLIC ACCESS EASEMENTS

SUMMARY OF ISSUE

Two public access easements are being created to allow roadway, sidewalks, vehicular and pedestrian access at 1440 Multiversity. The first easement will be located on the former Gaston Circle given that all parcels can be accessed via that particular street via Bethany Drive. The second easement will provide public access from Bethany Drive to the Redwood Auditorium.

FISCAL IMPACT

There is no fiscal impact associated with this action. While the easements will be public, the Grantor will be responsible for all required maintenance and repair. These obligations have been recorded in the deed as described in the attached resolution.

STAFF RECOMMENDATION

It is recommended that Council take the following actions:

1. Approve Resolution No. 1895.14, a resolution of the City Council of the City of Scotts Valley approving Gaston Circle Public Access Easement Dedication for APN 023-021-17 (portion), 023-022-01, 023-022-02, 023-022-03 (portions), 023-041-09 (portion), Bethany Drive (portion), and Gaston Circle (formerly California Court & Parkway) (portion)
2. Approve Resolution No. 1895.15, a resolution of the City Council of the City of Scotts Valley approving Redwood Auditorium Public Access Easement Dedication for APN No. 023-041-09 (portion).

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RESOLUTION NO. 1895.14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING GASTON CIRCLE PUBLIC ACCESS EASEMENT DEDICATION FOR
APN 023-021-17 (PORTION), 023-022-01, 023-022-02, 023-022-03 (PORTIONS),
023-041-09 (PORTION), BETHANY DRIVE (PORTION)
GASTON CIRCLE (FORMERLY CALIFORNIA COURT & PARKWAY) (PORTION)**

BE IT RESOLVED by the City Council of the City of Scotts Valley (The "City") that the grant of easement, a copy of which is attached hereto as Exhibit A and shown on the map as Exhibit B, both of which are hereby incorporated by the reference, which was provided to the City from 1440, DEVCO LLC, A California Limited Liability Company ("Grantor"), for the location and use of roadway, vehicular and pedestrian access is hereby accepted. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees and the general public for the purposes of using the Public Access Easement Area for roadway, sidewalks, vehicular access and pedestrian access and use. It is understood that the roadway and sidewalk improvements are to be constructed and installed by Grantor in accordance with plans and specifications approved by the City and in accordance with the permits granted by City.

BE IT FURTHER RESOLVED that the City Clerk is directed to certify said acceptance on said deed and have the same recorded in the Office of the County Recorder for the County of Santa Cruz.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 1st day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Randy Johnson, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

EXHIBIT B

PUBLIC ACCESS EASEMENT

LEGAL DESCRIPTION (GASTON CIRCLE)

SITUATE IN THE CITY OF SCOTTS VALLEY, RANCHO SAN AUGUSTINE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

BEING AN EASEMENT FOR PUBLIC ACCESS OVER A PORTION OF LOT 153, A PORTION OF LOT 165, A PORTION OF GASTON CIRCLE, A 50.00 FOOT WIDE RIGHT OF WAY, FORMERLY KNOWN AS CALIFORNIA COURT & PARKWAY, AND A PORTION OF BETHANY DRIVE, A 50.00 FOOT WIDE RIGHT OF WAY, AS ALL ARE SHOWN ON THE MAP ENTITLED "TRACT NO.77, BETHANY PARK ASSEMBLIES OF GOD CAMPGROUND", FILED FOR RECORD JANUARY 12, 1948, IN VOLUME 28 OF MAPS, AT PAGE 71, SANTA CRUZ COUNTY RECORDS AND OVER A PORTION OF PARCEL IV OF THE LANDS CONVEYED TO 1440 DEVCO LLC, FILED FOR RECORD ON JUNE 30, 2014, AT DOCUMENT NUMBER 2014-0020976, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDELINE OF SAID BETHANY DRIVE, FROM WHICH THE NORTHWESTERLY CORNER OF LOT 228, AS SHOWN ON SAID TRACT MAP, BEARS NORTH 44° 58' WEST 103.47 FEET DISTANT; THENCE ALONG THE FOLLOWING COURSES: SOUTH 20° 13'55" EAST 11.50 FEET; SOUTH 29° 08'29" EAST 59.54 FEET; SOUTH 81° 34' 08" EAST 13.63 FEET TO A STATION, SAID STATION BEING ON THE NORTHEASTERLY SIDELINE OF THE REALIGNED BETHANY DRIVE AS DESCRIBED IN THE **OFFER OF DEDICATION FILED FOR RECORD ON _____, AT DOCUMENT NUMBER 2017-_____, OFFICIAL RECORDS OF SANTA CRUZ COUNTY**; THENCE SOUTHWESTERLY, ALONG SAID REALIGNED BETHANY DRIVE, ON A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET AND A RADIAL BEARING OF SOUTH 42° 59'42" EAST, THROUGH A CENTRAL ANGLE OF 13° 44' 29", AN ARC LENGTH OF 63.56 FEET; THENCE LEAVING SAID REALIGNED BETHANY DRIVE NORTHWESTERLY THE FOLLOWING COURSES: NORTH 15° 35' 37" EAST 21.12 FEET; NORTH 29° 08' 29" WEST 77.58 FEET; NORTH 11° 19' 20" WEST 145.55 FEET; SOUTH 78° 40'40" WEST 14.44 FEET; NORTH 11° 21' 10" WEST 3.21 FEET; NORTH 23° 42' 05" EAST 10.01 FEET; NORTH 11° 19' 20" WEST 5.82 FEET; NORTH 78° 40' 40" EAST 8.70 FEET; NORTH 11° 19' 20" EAST 109.65 FEET; NORTH 33° 39' 37" EAST 54.25 FEET; NORTH 56° 20' 23" WEST 5.47 FEET; NORTH 33° 39' 37" EAST 15.00 FEET; SOUTH 56° 20' 23" EAST 5.47 FEET; NORTH 33° 39' 37" EAST 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 56.00 FEET, THROUGH A CENTRAL ANGLE OF 53° 52' 13", AN ARC LENGTH OF 52.65 FEET; THENCE NORTH 20° 12' 36" WEST 37.67 FEET; NORTH 69° 47' 24" EAST 37.50 FEET; NORTH 81° 40' 25" EAST 10.67 FEET; SOUTH 08° 19' 35" EAST 13.00 FEET; SOUTH 81° 40' 25" WEST 7.94 FEET; SOUTH 20° 12' 36" EAST 24.39 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 93.50 FEET, THROUGH A CENTRAL ANGLE OF 09° 03' 19", AN ARC LENGTH OF 14.78 FEET; THENCE NORTH 80° 14' 20" EAST 4.05 FEET; SOUTH 09° 45' 40" EAST 12.57 FEET; SOUTH 80° 14' 20" WEST 4.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 93.50 FEET AND A RADIAL BEARING OF NORTH 86° 33' 37" EAST, THROUGH A CENTRAL ANGLE OF 37° 06' 00", AN ARC LENGTH OF 60.54 FEET; THENCE SOUTH 33° 39' 37" WEST 47.34 FEET; SOUTH 56° 20' 23" EAST 5.68 FEET; SOUTH 33° 39' 37" WEST 13.70 FEET; NORTH 56° 20' 23" WEST 7.18 FEET; SOUTH 33° 02' 33" WEST 26.66 FEET; SOUTH 42° 16' 45" EAST 7.69 FEET; NORTH 79° 12' 15" EAST 4.57 FEET; SOUTH 10° 47' 45" EAST 6.00 FEET; SOUTH 79° 12' 15" WEST 15.43 FEET; SOUTH 02° 47' 58" WEST 16.04 FEET; SOUTH 11° 19' 20" EAST 16.13 FEET; NORTH 78° 40' 40" EAST 18.94 FEET; SOUTH 11° 19' 20" EAST 14.00 FEET; SOUTH 78° 40' 40" WEST 18.94 FEET; SOUTH 23° 18' 13" EAST 16.92 FEET; NORTH 78° 40' 40" EAST 8.78 FEET; SOUTH 11° 19' 20" EAST 7.00 FEET; SOUTH 78° 40' 40" WEST 6.58 FEET; SOUTH 11° 19' 20" EAST 51.67 FEET; NORTH 78° 40' 40" EAST 5.00 FEET; SOUTH 11° 19' 20" EAST 11.21 FEET; SOUTH 78° 40' 40" WEST 5.00 FEET; SOUTH 11° 19' 20" EAST 57.39 FEET AND SOUTH 20° 13' 55" EAST 10.61 FEET TO THE POINT OF BEGINNING.

SEE EXHIBIT B, PAGE 3 OF 3, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

INSERT STAMP HERE

APN 023-021-17 (PORTION)

APN 023-022-01, -02 & -03 (PORTIONS)

APN 023-041-09 (PORTION)

BETHANY DRIVE (PORTION)

GASTON CIRCLE (FORMERLY CALIFORNIA COURT & PARKWAY)(PORTION)

PREPARED BY IFLAND SURVEY

JOB # G13033, FEBRUARY 11, 2017



IFLAND SURVEY

Surveying - Mapping - GPS

5300 Soquel Avenue, Suite 101, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

JOB NO. G13033

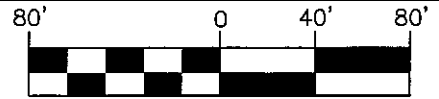
PAGE NO. 3 OF 3

CALCULATED BY JLB DATE 02/11/17

SCALE: 1" = 80'

GASTON PUBLIC ACCESS EASEMENT

EXHIBIT B

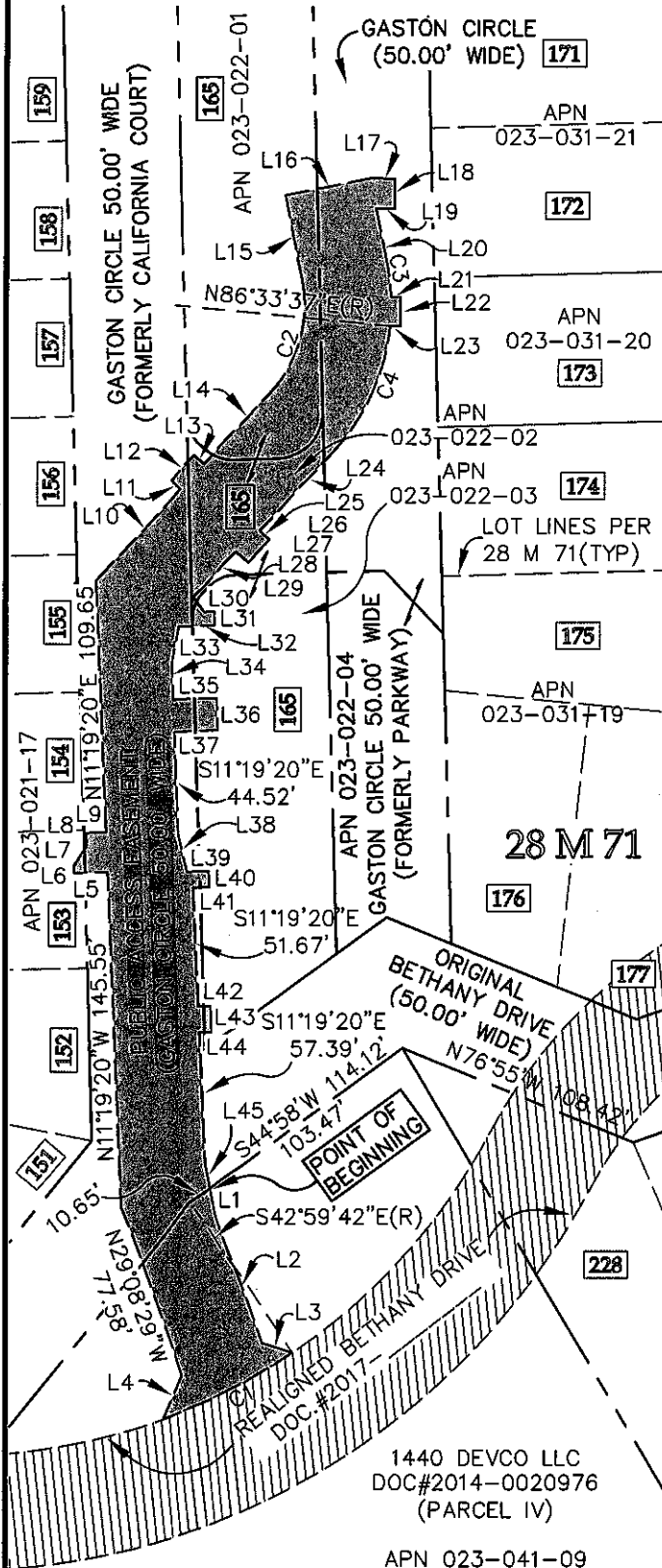


(GRAPHIC SCALE IN FEET)
1 Inch = 80 Feet

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	265.00'	013°44'29"	63.56'
C2	56.00'	053°52'13"	52.65'
C3	93.50'	009°03'19"	14.78'
C4	93.50'	037°06'00"	60.54'

LINE TABLE		
Line #	Length	Direction
L1	11.50	S20°13'55"E
L2	59.54	S29°08'29"E
L3	13.63	S81°34'08"E
L4	21.12	N15°35'37"E
L5	14.44	S78°40'40"W
L6	3.21	N11°21'10"W
L7	10.01	N23°42'05"E
L8	5.82	N11°19'20"W
L9	8.70	N78°40'40"E
L10	54.25	N33°39'37"E
L11	5.47	N56°20'23"W
L12	15.00	N33°39'37"E
L13	5.47	S56°20'23"E
L14	42.15	N33°39'37"E
L15	37.67	N20°12'36"W
L16	37.50	N69°47'24"E
L17	10.67	N81°40'25"E
L18	13.00	S08°19'35"E
L19	7.94	S81°40'25"W
L20	24.39	S20°12'36"E
L21	4.05	N80°14'20"E
L22	12.57	S09°45'40"E
L23	4.59	S80°14'20"W

LINE TABLE		
Line #	Length	Direction
L24	47.34	S33°39'37"W
L25	5.68	S56°20'23"E
L26	13.70	S33°39'37"W
L27	7.18	N56°20'23"W
L28	26.66	S33°02'33"W
L29	7.69	S42°16'45"E
L30	4.57	N79°12'15"E
L31	6.00	S10°47'45"E
L32	15.43	S79°12'15"W
L33	16.04	S02°47'58"W
L34	16.13	S11°19'20"E
L35	18.94	N78°40'40"E
L36	14.00	S11°19'20"E
L37	18.94	S78°40'40"W
L38	16.92	S23°18'13"E
L39	8.78	N78°40'40"E
L40	7.00	S11°19'20"E
L41	6.58	S78°40'40"W
L42	5.00	N78°40'40"E
L43	11.21	S11°19'20"E
L44	5.00	S78°40'40"W
L45	10.61	S20°13'55"E



005

RESOLUTION NO. 1895.15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING REDWOOD AUDITORIUM PUBLIC ACCESS EASEMENT
DEDICATION FOR APN 023-041-09 (PORTION)**

BE IT RESOLVED by the City Council of the City of Scotts Valley (The "City") that the grant of easement, a copy of which is attached hereto as Exhibit A and shown on the map as Exhibit B, both of which are hereby incorporated by the reference, which was provided to the City from 1440, DEVCO LLC, A California Limited Liability Company ("Grantor"), for the location and use of roadway, vehicular and pedestrian access is hereby accepted. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees and the general public for the purposes of using the Public Access Easement Area for pedestrian access and use. It is understood that the roadway and fire turnaround improvements are to be constructed and installed by Grantor in accordance with plans and specifications approved by the City and in accordance with the permits granted by City.

BE IT FURTHER RESOLVED that the City Clerk is directed to certify said acceptance on said deed and have the same recorded in the office of the County Recorder for the County of Santa Cruz.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 1st day of March, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Randy Johnson, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

EXHIBIT B

PUBLIC ACCESS EASEMENT

LEGAL DESCRIPTION (REDWOOD AUDITORIUM)

SITUATE IN THE CITY OF SCOTTS VALLEY, RANCHO SAN AUGUSTINE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

BEING AN EASEMENT FOR PUBLIC ACCESS OVER A PORTION OF PARCEL IV OF THE LANDS CONVEYED TO 1440 DEVCO LLC, FILED FOR RECORD ON JUNE 30, 2014, AT DOCUMENT NUMBER 2014-0020976, OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY SIDELINE OF BETHANY DRIVE, A 50.00 FOOT WIDE RIGHT OF WAY AS SHOWN ON THE MAP ENTITLED "TRACT NO.77, BETHANY PARK ASSEMBLIES OF GOD CAMPGROUND", FILED FOR RECORD JANUARY 12, 1948, IN VOLUME 28 OF MAPS, AT PAGE 71, SANTA CRUZ COUNTY RECORDS, FROM WHICH THE NORTHEASTERLY CORNER OF LOT 143, AS SHOWN ON SAID TRACT MAP BEARS SOUTH 29° 41' WEST, 14.61 FEET DISTANT; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY SIDELINE OF SAID BETHANY DRIVE, NORTH 29° 41' 00" EAST 28.58 FEET; THENCE LEAVING THE SOUTHEASTERLY SIDELINE OF SAID BETHANY DRIVE THE FOLLOWING COURSES: NORTH 74° 05' 05" EAST 32.00 FEET, NORTH 26° 47' 42" EAST 40.53 FEET, SOUTH 63° 12' 18" EAST 20.00 FEET, SOUTH 26° 47' 42" WEST 17.19 FEET, SOUTH 63° 12' 18" EAST 21.39 FEET, SOUTH 42° 52' 42" EAST 150.18 FEET, SOUTH 16° 14' 45" EAST 60.53 FEET, NORTH 73° 45' 15" EAST 24.29 FEET, SOUTH 16° 14' 45" EAST 9.89 FEET, SOUTH 73° 45' 15" WEST 11.92 FEET, SOUTH 16° 14' 45" EAST 13.22 FEET, SOUTH 70° 59' 22" EAST 13.07 FEET, SOUTH 13° 19' 48" EAST 4.13 FEET, SOUTH 31° 55' 26" WEST 16.92 FEET, SOUTH 16° 14' 45" EAST 4.79 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 98° 00' 35", AN ARC LENGTH OF 34.21 FEET, NORTH 65° 44' 40" EAST 38.98 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 17.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", AN ARC LENGTH OF 26.70 FEET, NORTH 24° 15' 20" WEST 18.00 FEET, NORTH 65° 44' 40" EAST 22.00 FEET, SOUTH 24° 15' 20" EAST 9.68 FEET, NORTH 65° 44' 40" EAST 7.78 FEET, SOUTH 24° 15' 20" EAST 12.00 FEET, SOUTH 65° 44' 40" WEST 10.78 FEET, SOUTH 24° 15' 20" EAST 37.32 FEET, SOUTH 65° 44' 40" WEST 68.61 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 98° 00' 35", AN ARC LENGTH OF 94.08 FEET, NORTH 16° 14' 45" WEST 94.87 FEET, NORTH 42° 52' 42" WEST 99.08 FEET, SOUTH 05° 59' 26" WEST 21.02 FEET, SOUTH 14° 09' 18" EAST 14.50 FEET, SOUTH 42° 52' 42" EAST 14.48 FEET, SOUTH 47° 07' 18" WEST 8.00 FEET, NORTH 42° 52' 42" WEST 12.70 FEET, NORTH 14° 09' 18" WEST 27.09 FEET, NORTH 04° 42' 26" WEST 28.78 FEET, NORTH 42° 52' 42" WEST 28.31 FEET, SOUTH 74° 05' 05" WEST 80.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SEE EXHIBIT B, PAGE 2 OF 2, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

INSERT STAMP HERE

APN 023-041-09 (PORTION)
PREPARED BY IFLAND SURVEY
JOB # G13033, FEBRUARY 11, 2017



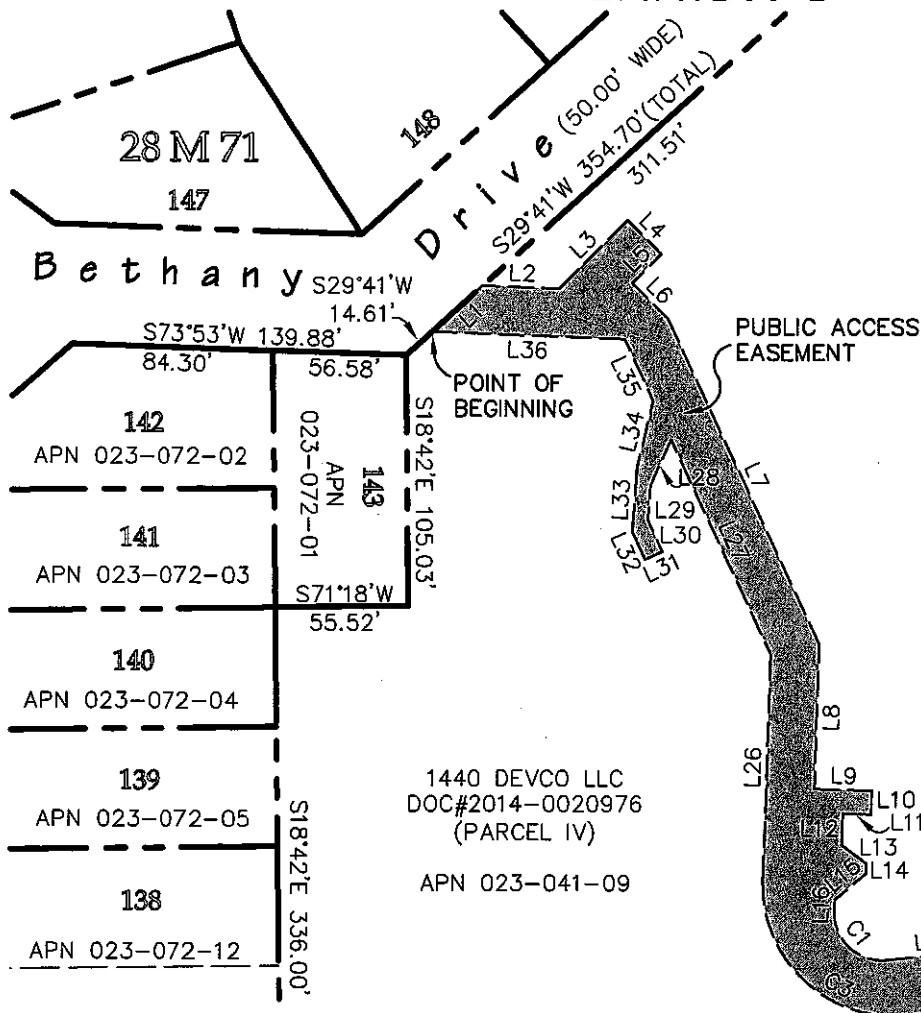
IFLAND SURVEY

Surveying - Mapping - GPS

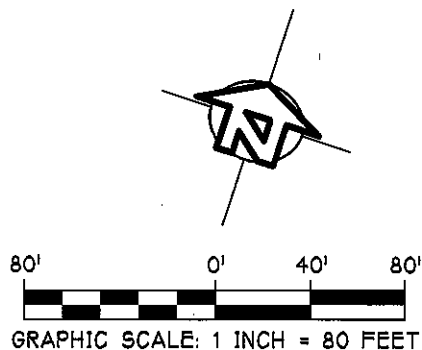
5300 Soquel Avenue, Suite 101, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

JOB NO. G13033
PAGE NO. 2 OF 2
CALCULATED BY JLB DATE 02/11/17
SCALE: 1" = 80'
REDWOOD AUDITORIUM PUBLIC ACCESS EASEMENT

EXHIBIT B



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	98°00'35"	34.21'
C2	17.00'	90°00'00"	26.70'
C3	55.00'	98°00'35"	94.08'



LINE TABLE		
Line #	Length	Direction
L1	28.58	N29°41'00"E
L2	32.00	N74°05'05"E
L3	40.53	N26°47'42"E
L4	20.00	S63°12'18"E
L5	17.19	S26°47'42"W
L6	21.39	S63°12'18"E
L7	150.18	S42°52'42"E
L8	60.53	S16°14'45"E
L9	24.29	N73°45'15"E
L10	9.89	S16°14'45"E
L11	11.92	S73°45'15"W
L12	13.22	S16°14'45"E

LINE TABLE		
Line #	Length	Direction
L13	13.07	S70°59'22"E
L14	4.13	S13°19'48"E
L15	16.92	S31°55'26"W
L16	4.79	S16°14'45"E
L17	38.98	N65°44'40"E
L18	18.00	N24°15'20"W
L19	22.00	N65°44'40"E
L20	9.68	S24°15'20"E
L21	7.78	N65°44'40"E
L22	12.00	S24°15'20"E
L23	10.78	S65°44'40"W
L24	37.32	S24°15'20"E

LINE TABLE		
Line #	Length	Direction
L25	68.61	S65°44'40"W
L26	94.87	N16°14'45"W
L27	99.08	N42°52'42"W
L28	21.02	S5°59'26"W
L29	14.50	S14°09'18"E
L30	14.48	S42°52'42"E
L31	8.00	S47°07'18"W
L32	12.70	N42°52'42"W
L33	27.09	N14°09'18"W
L34	28.78	N4°42'26"W
L35	28.31	N42°52'42"W
L36	80.84	S74°05'05"W