



A G E N D A

Meeting of the Scotts Valley City Council

Date: June 1, 2016

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 5-26-16 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Donna Lind, Mayor Randy Johnson, Vice Mayor Stephany E. Aguilar, Council Member Dene Bustichi, Council Member Jim Reed, Council Member	City Staff Members Chuck Comstock, Interim City Manager Kirsten Powell, City Attorney Taylor Bateman, Acting Community Development Dir Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

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

Interjurisdictional Committees:

✓	Criminal Justice Council	(Lind/Johnson)
✓	Transportation Commission	(Johnson/Lind)
✓	Metro Transit District Board	(Bustichi)
✓	County Integrated Waste Mgmt Local Task Force	(Lind/Hamby)
✓	City/School District Joint Committee	(Reed/Johnson)
✓	AMBAG	(Aguilar/Lind)
✓	LAFCO	(Lind)
✓	City Selection Committee	(Mayor)
✓	League of California Cities Delegate Program	(Aguilar)
✓	Hazardous Materials Advisory Commission	(Ron Whittle)
✓	Cultural Council	(Lind)
✓	Seniors Advisory Council	(Lind)
✓	Santa Margarita Ground Water Basin Advisory Committee	(Lind /Aguilar)
✓	Library Financing Authority/Joint Powers Boards	(CityManager)
✓	Library Advisory Commission	(Vacant)

Standing Local Committees:

✓	Traffic Safety Committee	(Lind/Aguilar)
✓	Economic Development	(Johnson/Bustichi)
✓	Affordable Housing	(Aguilar/Bustichi)
✓	Water Subcommittee	(Bustichi/Lind)
✓	Budget Subcommittee	(Mayor/Vice Mayor)
✓	Sign Subcommittee	(Bustichi/Lind)
✓	Green Building Permit Process Subcommittee	(Lind/Reed)

Project Specific Committees:

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

- A. Approve City Council meeting minutes of 5-18-16
- B. Approve check register – 5-13-16, 5-23-16
- C. General Municipal Election resolutions:
 - (1) Approve Resolution No. 1918 ordering an election, requesting County Elections to conduct the election, and requesting consolidation of the election on November 8, 2016
 - (2) Approve Resolution No. 1918.1 calling a General Municipal Election for the election of members of the City Council; determining that costs of Candidates Statement of Qualifications shall be paid by the candidate and its maximum number of words; and setting hours the polls will be open and closed
- D. Approve denial of claim – Kyle Ness in the amount of \$77,711.83
- E. Professional Engineering Services Agreement with Kennedy/Jenks:
 - (1) Approve the attached Professional Engineering General Service Agreement with Kennedy/Jenks Consultants and authorize the City Manager to sign the agreement
 - (2) Approve Task Order No. 1 for the Treatment Facility Process Evaluation
- F. Approve request for non-collection of fees for The Garden Faire to be held at Skypark Park on June 18, 2016
- G. 1440 New Easement for Storm Drain with Maintenance Agreement and Quit Claim for removing old easement:
 - (1) Approve Resolution No. 1895.10 and Grant of Easement for Storm Drain Purposes, Easement in Gross
 - (2) Approve Resolution No. 1895.11 and Quitclaim Deed to eliminate Drainage Easement

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. Presentation of Scotts Valley Arts Commission Poetry Contest Winners
(Oral Presentation)
- 2. Human Care Alliance presentations/Outside agency funding requests
(CityManager/Comstock)

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

3. Consider approval of Urgency Ordinance No. 189.2 extending a temporary moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition, and/or explosive devices within the City of Scotts Valley for an additional 12 months (Police/Weiss)
 - ➔ Open public hearing
 - ➔ Close public hearing
 - ➔ Approve Urgency Ordinance No. 189.2

REGULAR AGENDA

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

4. Recreation Division budget – Powerpoint/Oral Presentation (Recreation/Ard)
5. Consider approval Resolution No. 1919 approving the new playground equipment for MacDorsa Park (Recreation/Ard)
6. 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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MINUTES

CONSENT AGENDA ITEM A

DATE: 6-1-2016

Meeting of the Scotts Valley City Council

Date: May 18, 2016

POSTING:

The agenda was posted on 5-13-16
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:03 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

Mayor Lind
Vice Mayor Johnson
Council Member Aguilar
Council Member Bustichi
Council Member Reed

Interim City Manager Comstock
City Attorney Powell
Police Chief Weiss
Public Wks Director Hamby
Acting Community Development Director Bateman
Police Lieutenant Walpole
Accountant II Grundy
City Clerk Ferrara

Arrived at 6:18 pm

COMMITTEE REPORTS

Mayor Lind reported that she is an alternate on the Select Committee for the Flight Path and a preliminary has just been released from the FAA. She stated that a public hearing is scheduled for Wednesday, May 25 from 6:00 to 8:00 pm at the Government Center in the Board of Supervisors office with responses to the recommendations on the FAA report.

Mayor Lind reported that she attended the groundbreaking at Pasatiempo Golf Course for the transfer of recycled water to irrigate the Pasatiempo Golf Course.

Mayor Lind reported that she attended a Behavioral Health Seminar as a member of the Criminal Justice Council on Thursday, May 12 with approximately 200 people in attendance

CITY MANAGER REPORT

The City has a new addition in the parking lot at City Hall. A vote by mail drop box was installed that will allow voters to drive through the parking lot and drop off their vote by mail ballots. The drop box will be available 24/7 during election cycles, which is 29 days before any elections held in Santa Cruz County. The County has installed and paid for the drop box, so there was no cost to the City. All cities in Santa Cruz County are having drop boxes installed. The boxes will be removed and stored by the County once the election is over.

PC Weiss introduced three new Scotts Valley Police Explorers: Portia Simmons, Max Thompson and Jacob Westberg, and Police Lieutenant Walpole swore in the new Police Explorers.

PUBLIC COMMENT

Frank Kertai, SV resident, thanked the Council for their support with the LAFCO sphere of influence reorganization that is occurring.

ALTERATIONS TO CONSENT AGENDA

M/S: Aguilar/Johnson

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 5-4-16
- B. Approve check register – 4-29-16, 5-6-16
- C. Approve Agreement between the City of Scotts Valley and Jenny Haruyama for employment as City Manager
- D. Approve Resolution No. 1851.6 temporarily closing a portion of Scotts Valley Drive for the City's 4th of July parade
- E. Approve Resolution No. 1198.66, amending Resolution No. 1198.12, recategorizing hotel uses for purposes of traffic impacts

ALTERATIONS TO REGULAR AGENDA

M/S: Reed/Johnson

To approve the Regular Agenda.

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

REGULAR AGENDA

1. Consider approval of Second Amendment to Recycled Water Supply Use, Maintenance and Operation Agreement between the City of Scotts Valley and the Scotts Valley Water District for Sale of Recycled Water Outside the City Limits

CA Powell presented the written staff report and responded to questions from Council.

M/S: Bustichi/Johnson

To approve the Second Amendment to Recycled Water Supply Use, Maintenance and Operation Agreement between the City of Scotts Valley and the Scotts Valley Water District for Sale of Recycled Water Outside the City Limits.

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

2. Review of 2016-2017 Preliminary Budget:

a. Wastewater Fund

PWD Hamby presented the wastewater fund 2016-2017 preliminary budget and responded to questions from Council.

b. Recreation Fund / Community Center

CM Comstock presented the recreation fund and community center 2016-2017 preliminary budgets and responded to questions from Council.

c. General Fund

CM Comstock presented the General Fund 2016-2017 preliminary budget and responded to questions from Council.

Dan Haifley, O'Neil Sea Odyssey, thanked the Council for their support and gave some statistics on what the City's funding has been able to provide over the years.

3. Future Council agenda items

None.

ADJOURNMENT

The meeting adjourned at 7:13 p.m.

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: May 18, 2016

POSTING:

The agenda was posted on 5-16-16
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 7:20 p.m.

ROLL CALL

Present:	Donna Lind, Mayor	Chuck Comstock, Interim City Manager
	Randy Johnson, Vice Mayor	Kirsten Powell, City Attorney
	Stephany E. Aguilar, City Council Member	John Weiss, Chief of Police
	Dene Bustichi, City Council Member	Scott Hamby, Public Works Director
	Jim Reed, City Council Member	Taylor Bateman, Acting Community Development Dir
		Tracy Ferrara, City Clerk

CONVENE TO CLOSED SESSION

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

- (1) Pursuant to Government Code Section 54956.9b, the City Council met in closed session to confer with their legal counsel regarding potential litigation, 1 case.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:40 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

The City Council directed City staff to continue with the recruitment.

ADJOURNMENT The meeting adjourned at 7:40 p.m.

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

CONSENT AGENDA ITEM B

DATE: 6-1-2016

SCOTTS VALLEY ACCOUNTS PAYABLE
05/16/2016 08:52:55 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 051316 COMMENT... A/P AS OF MAY 13, 2016

DATA-JE-ID DATA COMMENT

W-05132016-725 A/P AS OF MAY 13, 2016

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
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BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	000182 A SIGN ASAP	107370	05/13/16	93.53
	001840 A TOOL SHED, INC.	107371	05/13/16	38.75
	003458 A.S.E.	107372	05/13/16	88,830.00
	003457 ADAMS/TROY	107373	05/13/16	114.68
	000789 ALLEN & ASSOCIATES/JAMES	107374	05/13/16	1,665.00
	003424 ARMSTRONG/ROWAN	107375	05/13/16	30.00
	001670 AT &T	107376	05/13/16	584.47
	000097 AT&T	107377	05/13/16	168.55
	000205 BACK TO EDEN INC	107378	05/13/16	950.00
	.15045 BAY VALVE SERVICE	107379	05/13/16	2,168.04
	001593 BENEDICT DDS/NANETTE	107380	05/13/16	810.40
	000021 BOWMAN & WILLIAMS	107381	05/13/16	15,997.68
	003082 BRANCH/SHARON	107382	05/13/16	90.00
	000437 BRASS KEY LOCKSMITH	107383	05/13/16	104.57
	002091 COMCAST	107384	05/13/16	158.61
	002091 COMCAST	107385	05/13/16	273.34
	003476 CORIX	107386	05/13/16	26,679.01
	003518 CORRIGAN/COLLEEN	107387	05/13/16	90.00
	001546 CRAIG/ROBERT J	107388	05/13/16	1,750.00
	000037 CRYSTAL SPRINGS WATER CO	107389	05/13/16	18.90
	000389 DASSEL'S PETROLEUM INC	107390	05/13/16	3,813.31
	.15047 DECASTRO/DEBBIE	107391	05/13/16	50.00
	.15049 DUDLEY/KIM	107392	05/13/16	50.00
	003324 ECIVIS INC	107393	05/13/16	2,900.00
	003354 ELITE MARTIAL ARTS, INC	107394	05/13/16	42.00
	000191 EMPLOYMENT DEV. DEPT.	107395	05/13/16	113.76
	000054 EWING IRRIGATION PRODUCT	107396	05/13/16	53.64
	001597 FLEMING/JOSEPHINE	107397	05/13/16	3,337.50
	003083 FONG/MICHAEL	107398	05/13/16	144.00
	003502 FREITAS & FREITAS	107399	05/13/16	6,750.00
	001572 HAAS/ROGER	107400	05/13/16	30.00
	000615 HOHMANN/PATRICK J.	107401	05/13/16	253.46
	001895 IMSA	107402	05/13/16	85.00
	000430 INTERSTATE BATTERIES	107403	05/13/16	118.48
	003292 KIMLEY-HORN & ASSOCIATES	107404	05/13/16	5,181.27
	001992 KOSMONT COMPANIES, INC	107405	05/13/16	904.80
	000284 LOGAN & POWELL, LLP	107406	05/13/16	17,760.00
	000195 MESITI-MILLER ENGINEERIN	107407	05/13/16	5,183.50
	000083 MISSION UNIFORM SERVICE	107408	05/13/16	684.80
	001418 MONTEREY REGIONAL	107409	05/13/16	5,200.50
	.15048 MUEHLHAUSER/MRS.LINDA	107410	05/13/16	50.00
	001802 ONTRAC	107411	05/13/16	18.61
	000101 PACIFIC GAS & ELECTRIC C	107412	05/13/16	159.30
	000101 PACIFIC GAS & ELECTRIC C	107413	05/13/16	26.11
	003268 PHILLIPS/WENDY	107414	05/13/16	28.00
	000102 PITNEY BOWES	107415	05/13/16	147.44
	003469 RECREATION ACCESSIBILITY	107416	05/13/16	2,024.00
	003516 RICE LAKE WEIGHING SYSTE	107417	05/13/16	1,400.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
.15046	ROMELE/ASHLEY	107418	05/13/16	200.00	
000134	S.V. WATER DISTRICT	107419	05/13/16	6,873.67	
000405	SILVERSTEIN/THOMAS	107420	05/13/16	2,867.30	
003519	SOMERVILLE CONSTRUCTION/	107421	05/13/16	7,000.00	
003517	SOTO/CARLOS	107422	05/13/16	6,600.00	
003517	SOTO/CARLOS	107423	05/13/16	8,250.00	
001560	TRITON CONSTRUCTION	107424	05/13/16	75.00	
001366	U.S. BANCORP OFFICE	107425	05/13/16	342.03	
001803	VARGAS ACADEMY OF	107426	05/13/16	1,545.36	
003008	WILLIAMS/JESSE	107427	05/13/16	157.62	
002021	ZOOM	107428	05/13/16	414.03	
	GENERAL CHECKING ACCOUNT			231,450.02	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
05/16/2016 08:52:55
GL540R-V08.02 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				231,450.02

RECORDS PRINTED - 000109

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	142,171.85
004	RECREATION	5,509.25
009	PARKS & REC FACILITIES	22,862.00
010	WASTEWATER OPERATIONS	42,249.43
011	TERTIARY TREATMENT PLANT	2,186.65
023	SVRDA SUCCESSOR AGENCY	1,504.80
025	GENERAL TRUST	5,181.27
028	SENIOR CENTER	677.89
033	TREE REPLACEMENT FUND	1,665.00
077	SKYPARK MAINT ASSESS DIST	1,125.69
112	DENTAL INS INTERNAL SERV	933.40
123	COMMUNITY FACILITY CENTER	199.29
150	GENERAL CAPITAL IMPROVEMENTS	5,183.50
TOTAL ALL FUNDS		231,450.02

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	231,450.02
TOTAL ALL BANKS		231,450.02

SCOTTS VALLEY ACCOUNTS PAYABLE
05/23/2016 15:42:23 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 052316 COMMENT... A/P AS OF MAY 23 2016

DATA-JE-ID DATA COMMENT

W-05232016-744 A/P AS OF MAY 23 2016

Run Instructions:

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

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	001405 AFLAC-FLEX ONE	107429	05/23/16	2,845.46
	001626 AGUILAR/STEPHANY	107430	05/23/16	26.24
	001528 AMERICAN MESSAGING	107431	05/23/16	8.73
	003149 AQUATIC BIOASSAY &	107432	05/23/16	3,475.00
	003424 ARMSTRONG/ROWAN	107433	05/23/16	120.00
	001071 BAYSIDE OIL II INC	107434	05/23/16	125.00
	001822 BC LABORATORIES INC.	107435	05/23/16	288.00
	001066 BEHAVIORAL HEALTH CARE I	107436	05/23/16	118.00
	000021 BOWMAN & WILLIAMS	107437	05/23/16	120.00
	003082 BRANCH/SHARON	107438	05/23/16	90.00
	000018 BRINK'S TROPHY SHOPPE	107439	05/23/16	20.00
	001385 CALIFORNIA PUBLIC EMPLOY	107440	05/23/16	122,733.86
	002091 COMCAST	107441	05/23/16	238.47
	001920 DASH MEDICAL GLOVES	107442	05/23/16	585.42
	001537 DYNAMIC PRESS	107443	05/23/16	50.36
	000426 ENTENMANN-ROVIN CO	107444	05/23/16	1,455.23
	003181 ESRI	107445	05/23/16	743.75
	001991 FASTENAL	107446	05/23/16	11.22
	000202 FEDERAL EXPRESS	107447	05/23/16	21.38
	000375 FIRST ALARM SECURITY & P	107448	05/23/16	110.00
	000375 FIRST ALARM SECURITY & P	107449	05/23/16	110.00
	003083 FONG/MICHAEL	107450	05/23/16	114.00
	003520 FULLSOURCE, LLC	107451	05/23/16	160.74
	001572 HAAS/ROGER	107452	05/23/16	60.00
	003523 J.P. CONSTRUCTION	107453	05/23/16	2,062.50
	001660 KING/KATI	107454	05/23/16	45.44
	000332 LABOR READY INC	107455	05/23/16	234.64
	001673 LINCOLN FINANCIAL GROUP	107456	05/23/16	984.29
	003403 MAR-KEN INTERNATIONAL PO	107457	05/23/16	455.00
	003171 MICHALAK/GENE	107458	05/23/16	110.00
	001988 O'REILLY AUTOMOTIVE, INC	107459	05/23/16	18.47
	001982 PEAVEY COMPANY/LYNN	107460	05/23/16	237.33
	000918 PETTY CASH-JEANETTE ROLA	107461	05/23/16	158.98
	000102 PITNEY BOWES	107462	05/23/16	147.44
	001894 S.V. WATER DISTRICT - BU	107463	05/23/16	215.63
	003346 SAN LORENZO	107464	05/23/16	423.28
	000135 SAN LORENZO VALLEY WATER	107465	05/23/16	34.00
	001533 SANTA CRUZ COUNTY BANK	107466	05/23/16	4,196.06
	001533 SANTA CRUZ COUNTY BANK	107467	05/23/16	1,901.67
	000127 SANTA CRUZ SENTINEL	107468	05/23/16	310.42
	000122 SANTA CRUZ/CITY OF	107469	05/23/16	84.47
	000131 SCOTTS VALLEY MEDICAL	107470	05/23/16	176.00
	000160 SEA BERG METAL FABRICATO	107471	05/23/16	6.53
	003085 SHRED-IT US JV LLC	107472	05/23/16	163.66
	000143 SUMMIT UNIFORMS	107473	05/23/16	22.84
	003378 SYMBOL ARTS	107474	05/23/16	1,350.00
	000153 THOMSON REUTERS-WEST	107475	05/23/16	269.86
	003522 V.H.WELDING	107476	05/23/16	833.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
001106	VERIZON WIRELESS	107477	05/23/16	965.72	
003145	WAGE WORKS	107478	05/23/16	149.00	
.15050	XL CONSTRUCTION	107479	05/23/16	45.00	
001910	ZERO MOTORCYCLES	107480	05/23/16	590.00	
	GENERAL CHECKING ACCOUNT			149,822.09	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
05/23/2016 15:42:24
GL540R-V08.02 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				149,822.09

RECORDS PRINTED - 000121

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	120,575.51
004	RECREATION	7,918.32
009	PARKS & REC FACILITIES	17.75
010	WASTEWATER OPERATIONS	19,177.09
011	TERTIARY TREATMENT PLANT	288.00
028	SENIOR CENTER	834.71
050	PINEWOOD EST LNDSCP MAINT DT	34.00
123	COMMUNITY FACILITY CENTER	976.71
TOTAL ALL FUNDS		149,822.09

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	149,822.09
TOTAL ALL BANKS		149,822.09

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: June 1, 2016
TO: Honorable Mayor and City Council
FROM: Tracy A. Ferrara, City Clerk
SUBJECT: **PRESIDENTIAL GENERAL ELECTION RESOLUTIONS**

SUMMARY OF ISSUE

In November of this year, terms will expire for Council Members Dene Bustichi, Randy Johnson, and Donna Lind.

Resolution No. 1918 requests that the County Board of Supervisors approve consolidation of Scotts Valley's general election to fill three full-term Council seats, to be conducted by the County Elections Official, and also approves consolidation with any other jurisdiction that may wish to hold an election on November 8, 2016. Resolution No. 1918.1 officially calls for a presidential general election in the City of Scotts Valley to fill two City Council member seats, sets Candidate Statement qualifications and fee, and poll hours.

Notice of Election: In accordance with the Election Code, the City Clerk will publish and post a "Notice of Election."

FISCAL IMPACT

\$20,000 is the estimated cost for a consolidated election.

STAFF RECOMMENDATION

Council's approval of this item on the Consent Agenda will approve Resolution No's. 1918 and 1918.1.

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**NOTICE TO COUNTY CLERK OF ELECTIVE OFFICES TO BE FILLED
AND TRANSMITTAL OF MAP AND BOUNDARIES**

City of Scotts Valley

To the County Clerk of Santa Cruz County:

- (1) Notice is hereby given that the elective offices of the City of Scotts Valley to be elected at-large at the Presidential General Election scheduled for November 8, 2016, are as follows:

<u>Office</u>	<u>Incumbent's Name</u>	<u>Term</u>
Council Member	Dene Bustichi	2016-2020
Council Member	Randy Johnson	2016-2020
Council Member	Donna Lind	2016-2020

If there is an insufficient number of nominees, city council will decide to fill the office by appointment by E-75 or proceed with the election. If any city measure is on the ballot, the election is held regardless.

- (2) The qualifications of a nominee of an elective officer of the City are as follows: Must be a resident and registered voter within the City of Scotts Valley and must continuously be a resident voter within the City during the term of office.
- (3) The Candidate's Statement of Qualifications shall be limited to 200 words. The candidate is to pay the City Clerk \$282 for the publication of the Candidate's Statement of Qualifications at the time of filing of the statement.
- (4) The votes for City and District elections are resolved by lot according to Elections Code §15651 and §10551. In lieu of resolving a tie vote by lot the District/City may resolve a tie vote by the conduct of a special runoff election, pursuant to §15651(b). A special runoff election shall be held only if the legislative body adopts the provisions of this code prior to the conduct of the election. If a legislative body decides to call a special runoff election in the event of a tie vote, all future elections conducted by that body shall be resolved by the conduct of a special runoff election, unless the legislative body later repeals the authority for the conduct of a special runoff election.
- (5) Date of last map change: ? – there are no changes. Who should we contact from your jurisdiction to come to our office at 701 Ocean Street, Room 210, in Santa Cruz, to review the map on file to confirm the district boundaries and trustee areas (if any)?

Name: Scott Hamby, Public Works Director
E-mail: shamby@scottsvalley.org

Phone: 831-438-5854



Tracy A. Ferrara

Tracy Ferrara, City Clerk

Contact person: Tracy Ferrara, City Clerk
Mailing address: City Hall, 1 Civic Center Drive, Scotts Valley 95066
Telephone: 831-440-5600 FAX: 831-438-2793 Email: tferrara@scottsvalley.org

RESOLUTION NO. 1918

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION

City of Scotts Valley

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities and special districts may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for the statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the Board of Supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section 1302 or 1303, as applicable.

WHEREAS, the resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on November 8, 2016;

NOW THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby orders an election be called and consolidated with any and all elections also called to be held on November 8, 2016, insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the City of Scotts Valley, and the City Council requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Section 10401, 10403 and 10418.

BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby requests the Board of Supervisors to permit the Santa Cruz County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services.

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Elections Department conduct the election for the following offices on the November 8, 2016 ballot:

Council Member	Dene Bustichi
Council Member	Randy Johnson
Council Member	Donna Lind

The above and foregoing resolution was adopted at a duly held regular meeting of the City Council on the 1st day of June 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

CITY OF SCOTTS VALLEY

MEMORANDUM

DATE: June 1, 2016

TO: Honorable Mayor and City Council

FROM: Tracy A. Ferrara, City Clerk

SUBJECT: CLAIM DENIAL

SUMMARY OF ISSUE:

Claimant: Kyle Ness
1229 Pollard Road
Los Gatos, CA 95032

STAFF RECOMMENDATION:

Approval of this item on the Consent Agenda will deny the claim.

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Claim Form 2



CITY OF SCOTTS VALLEY

OFFICE OF THE CITY CLERK
One Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5600 • Facsimile (831) 438-2793 • www.scottsvally.org

RECEIVED
MAY 16 2016

CLAIM FORM

(To be completed by Claimant)

CITY OF SCOTTS VALLEY

CLAIMANT Kyle Ness **Telephone** (206) 427-7080

ADDRESS 1229 Pollard Rd Los Gatos, CA 95032

Description of Claim A temporary fence was not adequately secured, creating a safety hazard. When I was traveling through Sky Park by bicycle on February 17th just prior to noon, the unsecured fence caught a gust of wind and blew into the sidewalk and caught my handlebar & brake lever. This caused the handlebars to turn quickly and slammed me down into the concrete sidewalk. The impact of the fall caused broken bones in my hand. Surgery was required to set the bones. A second surgery is likely needed to free the tendon adhesions with scar tissue.

Location of Occurrence Sky Park, Scotts Valley

Amount of Claim \$77,711.83
(Attach supporting receipts, etc.)

City Employees Involved N/A

Date of Occurrence February 17th, 2016

Witnesses to Occurrence _____
(Name and Address)

Date: 05/16/2016 **Signature** *[Handwritten Signature]*

SEND TO: Scotts Valley City Clerk
One Civic Center Drive
Scotts Valley, CA 95066

City of Scotts Valley

CITY COUNCIL STAFF REPORT

DATE: June 1, 2016

TO: Honorable Mayor and City Council

FROM: Scott Hamby, Public Works Director

SUBJECT: Professional Engineering Services Agreement with Kennedy/Jenks

SUMMARY OF ISSUE:

The attached proposal from Kennedy/Jenks Consultants will allow the City to seek engineering services on an as-needed basis to assist the City with on-going engineering, operations and maintenance activities related to the Wastewater Treatment Facility. Kennedy/Jenks (K/J) designed the largest part of the wastewater facility that was constructed from 1994 to 1997.

The treatment plant experienced problems recently which resulted in the City's inability to deliver recycled water to the Scotts Valley Water District for ten days. Plant staff is not exactly sure of the source; however, it is evident that something was discharged into the sewer system that severely impacted the plant's treatment process.

This recent plant upset brought to light just how susceptible a small treatment facility can be. Because of this, staff contacted K/J to seek a proposal to conduct a study that would highlight short term and long term solutions for treating higher strength wastewater. Water conservation efforts have decreased the natural dilution in wastewater which results in an increased waste concentration of sanitary sewer flows.

Two documents are attached. The first is a General Services Agreement with K/J. This will allow staff to call on K/J from time to time to assist with small plant issues and needs. The second is a specific Task Order to conduct a process evaluation to identify possible upset causes and potential adjustments to the treatment process. The evaluation will also assist with evaluating plant capacity and its ability to handle future additional high loading demands. The Agreement has been reviewed and approved by the City Attorney.

FISCAL IMPACT:

\$12,900 from Wastewater Fund 10

STAFF RECOMMENDATION:

1. Authorize City Manager to approve the attached Professional Engineering General Service Agreement with Kennedy/Jenks Consultants
2. Authorize City Manager to approve Task Order No. 1 for the Treatment Facility Process Evaluation

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| 2. Task Order No. 1 for the Treatment Facility Process Evaluation | 9 |

28 April 2016

Mr. Troy Adams
Wastewater Division Manager
City of Scotts Valley
700 Lundy Lane
Scotts Valley, CA 95066

Subject: Proposal of Professional Engineering Services
WRF General Services
K/J B16600

Dear Mr. Adams:

We are pleased to submit this proposal for providing general professional engineering services to the City of Scotts Valley (City) on an as-needed basis to assist the City with on-going engineering, operations and maintenance activities related to the Wastewater Reclamation Facility (WRF). We are submitting this proposal for the City's consideration based upon your recent telephone conversation with Don Ervin of our Santa Clara office.

Scope of Services

The City has identified a need for on-call professional engineering support to assist City staff from time to time with various aspects of engineering, operating, and maintaining the WRF facilities. The nature and timing of the engineering support required varies depending upon the circumstances of the City's needs. For this reason, there appears to be a benefit to the City in having a general services agreement in place that would facilitate obtaining timely support and reduce the administrative effort required to separately contract for individual services.

We propose that the scope of services for this general services agreement include the following:

1. Supporting City staff with assessing and evaluating operations and processes that form a part of the various elements of the existing treatment system. This support may include services such as site visits, staff interviews, review of process data and operations records, or other similar services.
2. Supporting City staff with developing alternatives for improvements and repairs. This support may include services such as site visits, staff interviews, and research.

Mr. Troy Adams
City of Scotts Valley
28 April 2016
Page 2

3. Supporting City staff by developing and documenting recommendations for improving treatment processes and facility elements that may be deficient, inefficient, or in need of repair; or documenting related alternatives. These services may include developing letter reports, opinions of probable construction costs, or developing drawings and technical specifications.
4. Meeting with City staff to review the findings of various assessments or evaluations and to discuss associated alternatives and recommendations. These meetings may involve developing presentations, or parts of presentations, that could be used by City staff to inform the City's Council of the need for improvements or upcoming work.

We propose that assignments for specific services as described above be made either verbally or in writing (including e-mail) on an on-call, as-needed basis by the City's Wastewater Division Manager or Public Works Director.

Should the City require services that are more focused or in-depth than the services described above, we propose that the general services may be augmented with Task Orders. Task Orders would include written descriptions of the specific scope of work and budget. Task Orders would also be authorized by the City's Wastewater Division Manager or Public Works Director.

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis initially in accordance with our Schedule of Charges dated 1 January 2016, attached. We will update our Schedule of Charges annually at the start of each calendar year. The attached Schedule of Charges will remain in effect through 31 December 2016. We will invoice the City monthly for our services.

Terms and Conditions

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated 1 January 2007 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

Mr. Troy Adams
City of Scotts Valley
28 April 2016
Page 3

If this proposal meets with the City's approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you. Please contact Don Ervin at 650-852-2821 if you have any questions.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Michael E. Joyce
Principal



Donald L. Ervin
Senior Engineer

Enclosure

cc: File

AUTHORIZATION:

CITY OF SCOTTS VALLEY

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Client/Address: City of Scotts Valley
700 Lundy Lane
Scotts Valley, CA 95066

Contract/Proposal Date: 28 April 2016

Schedule of Charges

January 1, 2016

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$120
Designer-Senior Technician	\$155
Engineer-Scientist-Specialist 1	\$130
Engineer-Scientist-Specialist 2	\$150
Engineer-Scientist-Specialist 3	\$165
Engineer-Scientist-Specialist 4	\$180
Engineer-Scientist-Specialist 5	\$195
Engineer-Scientist-Specialist 6	\$220
Engineer-Scientist-Specialist 7	\$245
Engineer-Scientist-Specialist 8	\$260
Engineer-Scientist-Specialist 9	\$280
Project Administrator	\$115
Administrative Assistant	\$95
Aide.....	\$75

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2016 through December 31, 2016. After December 31, 2016, invoices will reflect the Schedule of Charges currently in effect.

Client: City of Scotts Valley

Contract/Proposal Date: 28 April 2016

Standard Conditions

January 1, 2007

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed: (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to

CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.

8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

Standard Conditions (Page 2)

January 1, 2007

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.

City of Scotts Valley
Kennedy/Jenks Consultants
General Professional Engineering Services Agreement
Dated 28 April 2016

Task Order Authorization
Task Order No. 1

Date: 28 April 2016
Task Name: Process Evaluation
Authorized Budget: \$12,900
Completion Date: 26 August 2016
City Authorization:

Name: _____

Signature & Date: _____

Section 1: Background

The City is currently experiencing upsets at its Wastewater Reclamation Facility (WRF). Based on the City's research to date, the City suspects that the upsets may be due to discharges of brewery waste into the collection system. The City desires assistance with assessing and identifying possible indicators of the cause(s) of the upsets and possible adjustments to the treatment process to help mitigate the upsets. Further, the City desires assistance with evaluating the capacity of the WRF and its ability to handle future additional loading, including that from a proposed brewery that is interested in opening as a new business in Scotts Valley.

Section 2: Scope of Work

Based on discussions with the City, the scope of work involves:

1. Consulting with WRF staff via phone regarding the nature of the current upset, treatment process data related to the upset that the City has collected to date, and the results of the City's research of the cause(s) of the upsets.
2. Conducting a site visit and onsite meeting with up to three Kennedy/Jenks engineers. The site visit will include a tour of the WRF led by WRF staff to observe and discuss current operations.
3. Reviewing current and recent treatment process data collected and provided by the City.
4. Reviewing data on projected loadings from the proposed new brewery developed by the new brewery's consultant and provided to Kennedy/Jenks by the City.
5. Determining recommended means to deal with current loadings, including potential intermittent high-strength brewery discharges. This will include helping to characterize

the nature of the intermittent high-strength loadings from the new brewery as well as loadings from future additional domestic wastewater that are likely to occur. This work will involve desktop evaluations and consultations with the City. If field sampling and laboratory analysis is determined to be potentially beneficial, it is understood that the City will conduct the sampling and analysis.

6. Assessing if there's an indicator of brewery discharges in the WRF influent that the City might monitor.
7. Evaluating the capacity of the WRF and its ability to handle additional loading from a proposed brewery that is interested in opening as a new business in Scotts Valley. This will involve reviewing record drawings of the existing facilities and recent WRF operating data, and researching typical design ranges for the type of treatment process utilized at the WRF.
8. Preparing a brief technical memorandum that includes a summary of the findings of the review of the WRF, related process data, and projected loadings from the proposed new brewery and from future additional domestic wastewater. The technical memorandum will also include recommendations for addressing the current and projected brewery loadings. Further, the technical memorandum will include recommendations for additional research and/or investigations as appropriate.

Section 3: Schedule

Schedule milestones:

1. 27 April 2016: Consult with WRF staff via phone.
2. 3 May 2016: Conduct WRF site visit and onsite meeting with WRF staff.
3. 6 June 2016: Notice to Proceed (NTP)
4. 4 weeks after NTP: Complete preliminary review of current process data and provide initial observations and recommendations.
5. 4 weeks after NTP: Complete preliminary review of projected brewery loadings and provide initial observations and recommendations.
6. 8 weeks after NTP: Submit draft technical memorandum to City for review and comment.
7. 1 week after receipt of City comments on draft technical memorandum: Submit final technical memorandum to City.

Section 4: Budget

1. Phone consultation:	\$900
2. Site visit:	\$3,500
3. Review process & projected loading data:	\$2,500
4. Technical Memorandum:	\$4,500
5. Project Management:	<u>\$1,500</u>
Total	\$12,900

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: June 1, 2016

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

SUBJECT: REQUEST OF NON-COLLECTION OF FEES FOR CITY PARK

SUMMARY OF ISSUE

The Garden Faire 2016 is scheduled to be held at Skypark on Saturday, June 18, 2016. The applicant will also be using the park on Friday, June 17, 2016 to set up, and they are requesting a non-collection of the City’s fees for this event so that The Garden Faire can use the facilities at Skypark as follows:

- Two soccer fields
- Barbecue area
- Recreation room

The Garden Faire is a 501(c)(3) non-profit corporation that advocates ecologically responsible gardening. The Faire continues its commitment to showcase earth-friendly practices for sustainable gardening and landscaping, responsible use of water in the landscape, and protection of the local watershed and habitat. The Garden Faire is a free, family-friendly, public-service and educational event that includes talks and demonstrations by experts in sustainable gardening and exhibits by local, garden-oriented non-profit community groups, partner organizations and businesses. In addition, the Faire will have children’s activities, live-music, and healthy food and beverage booths. This year’s theme, “Cultivating an Eco-Culture”, acknowledges the change we need to make to sustain the environment we live in.

FISCAL IMPACT

The total fees being asked to not be collected are \$1800.

STAFF RECOMMENDATION

Approval of this item on the consent agenda will authorize the Recreation Division to not collect the fees associated with the use of Skypark on June 18, 2016 for The Garden Faire 2016.

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Letter requesting non-collection of fees	2

The Garden Faire

May 18, 2016

City Manager Chuck Comstock
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA. 95066

RECEIVED
MAY 20 2016

CITY OF SCOTTS VALLEY

RE: Request for Wavier of Facilities Fee

Dear Mr. Comstock

I am writing on behalf of The Garden Faire to ask the City of Scotts Valley to waiver its facility fee for The Garden Faire's use of Skypark on June 18, 2016, from 9:00 a.m. to 5:00 music until 10:00 p.m. The Garden Faire is a 501(c) (3) non-profit organization, Tax EIN is 45-5111480. The Faire advocates ecologically responsible gardening.

The Faire continues its commitment to showcase earth-friendly practices for sustainable gardening and landscaping, responsible use of water in the landscape, and protection of the local watershed and habitat. The Faire is a free, family-friendly, public-service and educational event that includes talks and demonstrations by experts in sustainable gardening and exhibits by local, garden-orientated non-profit community groups, partner organizations and businesses. In addition, the Faire will have children's activities, live music, and healthy food and beverage booths. This year's theme, "Cultivating an Eco-Culture," acknowledges the change we need to make to sustain the environment we live in.

The Faire sponsors several local public agencies and businesses. More information, including a list of the Faire's sponsors, friends, partners and exhibitors, can be found on our website, www.thegardenfaire.org.

For the past ten years, the City of Scotts Valley has generously waived its facilities use fees for the Faire, which benefits local residents, draws thousands of visitors to Skypark and the surrounding businesses and enhances the reputation of the City. We believe that The Garden Faire 2016 will once again make a contribution to Scotts Valley residents and to the extended community,

The Garden Faire appreciates your consideration of our request to wave the facility fee. Should you need any additional information from me in support of this request, please do not hesitate to contact me by phone (831-212-5861).

Cordially,



Sheryl McEwan
Chair, The Garden Faire
P.O. Box 67124
Scotts Valley, CA. 95067

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: June 1, 2016

TO: Honorable Mayor and City Council

FROM: Kimarie Jones, Engineering Tech

APPROVED BY: Scott Hamby, Public Works Director

SUBJECT: Abandonment of Storm Drain Easement, APN 023-041-09
(Portion) & Grant of New Easement

SUMMARY OF ISSUE

As part of the 1440 development, a new drainage main has been installed to serve the project and the area. 1440 DEVCO LLC is offering a new storm drainage easement for the new main. If the City Council accepts this new easement, the one existing Storm Drain Easements located on 1440's property is no longer required. Because the easement is no longer needed, the easement can be vacated in accordance with Streets & Highways Code section 8333.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

1. City Council approve the Resolution 1895.10 for new Storm Drain Easement
2. City Council approve the Resolution 1895.11 Authorizing City Manager to Execute Quitclaim Deeds for Storm Drain.

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1. Resolution 1895.10 and Grant of Easement for Storm Drain Purposes, Easement in Gross.....	2
2. Resolution 1895.11 and Quitclaim Deed to eliminate Drainage Easement.....	11

RESOLUTION NO. 1895.10

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE STORM DRAIN EASEMENT DEDICATION FOR
APN 023-033-09 (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 maintenance and repair of underground storm drain line is hereby accepted. The easement rights herein granted shall include reasonable access over and across the servient Estate within the Storm Drain Easement Area. It is understood that the Storm Drain is to be constructed and installed by Grantor in accordance with plans and specifications approved by the City for the storm drain and in accordance with the permits granted by City. 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 June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy Ferrara, City Clerk

EXHIBIT A

RECORDED AT THE REQUEST OF:
The City of Scotts Valley

WHEN RECORDED RETURN TO:

The City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

GRANT OF EASEMENT FOR STORM DRAIN PURPOSES
EASEMENT IN GROSS
APN 023-041-09

THIS GRANT OF EASEMENT FOR STORM DRAIN ("Storm Drain Easement Agreement") is made as an easement in gross by and between 1440 DEVCO LLC, a California limited liability company, as "Grantor" and The City of Scotts Valley, a municipal corporation, as Grantee, as of _____, 2016 with respect to the real property described herein as:

All of that certain real property situated in the City of Scotts Valley, Santa Cruz County, State of California, described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Servient Estate")

NOW, THEREFORE, in consideration of the mutual covenants and declarations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor now grants to Grantee the easements and rights herein stated for a Storm Drain, which shall exist and endure for the benefit of Grantee and the public as hereinafter provided, over and across the Storm Drain Easement Area within the Servient Estate for the term stated in this Storm Drain Easement Agreement, subject to the terms and conditions stated in this Storm Drain Easement Agreement being kept and fulfilled.

1. Creation of Easements. There is hereby established and granted in favor of Grantee and the public over and across, those portions of the Servient Estate shown on **Exhibit "B"** attached hereto as the Storm Drain Easement Area as a non-exclusive easement in gross for the purpose of use as a Storm Drain to be constructed by Grantor ("Storm Drain") for Grantee and the general public for the term herein stated. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees for the purposes of maintaining, repairing, operating and using the Storm Drain within the Storm Drain Easement Area. It is understood that the Storm Drain is to be constructed and installed by Grantor in accordance with plans and specifications approved by Grantee for the Storm Drain and in accordance with the permits granted by Grantee.

2. Duration of Easement. The easements herein granted shall be perpetual until such time as Grantee terminates or abandons such easements by written instrument.

3. Use of Easement Area. The Storm Drain Easement Area and all improvements installed and located therein may be used by the Grantee for Storm Drain purposes for use by City of Scotts Valley, the Grantee hereunder, for public use, for maintenance, operations, repair, replacement and use of the Storm Drains.

4. Design and Construction of Storm Drain. The Grantor shall be responsible for the design of the Storm Drain which design shall comply with all applicable laws and shall be reviewed and approved by Grantee, not to be unreasonably withheld or delayed. Grantor shall construct the Storm Drain at Grantor's sole cost and expense, with the understanding that all such improvements shall be undertaken in accordance with the approved design and permit thereof, in a reasonable and prudent manner. All construction and installation of improvements hereunder shall be at no cost or expense to Grantee and shall be undertaken consistent in all material respects with the approved plans and city inspection requirements.

5. Maintenance of Storm Drain. The Grantee shall be responsible for general maintenance and repair of the Storm Drain during the term of this Storm Drain Easement Agreement and shall maintain and repair the Storm Drain in a reasonable and prudent manner consistent with the City of Scotts Valley standards and at its sole cost and expense. If Grantee's maintenance and repairs to the Storm Drain Easement Area causes any harm to the Storm Drain Easement Area or the Servient Tenement, Grantee agrees to restore the Storm Drain Easement Area or the Servient Tenement after making any repairs to the Storm Drain Easement Area in the condition of such Storm Drain Easement Area or Servient Tenement, prior to Grantee making such repairs. If Grantor or its successors, assigns, contractors or invitees cause any damage to the Storm Drain Easement Area, Grantor shall repair the Storm Drain Easement Area within a reasonable time at its sole cost.

6. Easement in Gross. The easements and rights granted or created herein as the Easement Areas shall be an easement in gross for the use and benefit of Grantee and for the general public as a Storm Drain easement, and cannot be transferred, assigned, or encumbered.

7. Rights-Servient Estate Owner. The owner of the Servient Estate hereunder shall have the right to use the Servient Estate in any manner which is not inconsistent with this grant of easement which does not materially interfere with the easement rights hereunder granted to the Grantee, and provided that no permanent building structures shall be constructed or placed thereon. However, if Grantor or its successors, assigns, contractors or invitees cause any damage to the Storm Drain Easement Area, Grantor shall repair the Storm Drain Easement Area within a reasonable time at its sole cost.

8. Indemnity. Grantee shall indemnify and hold Grantor free and harmless from and against all cost, damage and/or liability which arises from or relates to the acts or omissions of Grantee, or of Grantee's agents, employees, contractors, or invitees, in improving, maintaining, or using this Storm Drain Easement, except to the extent that such cost, damage and/or liability arises from the negligence or willful misconduct of Grantor or Grantor's agents, employees, contractors, or invitees. Grantor shall indemnify and hold Grantee free and harmless from and against all cost, damage and/or liability which arises from or relates to the acts or omissions of Grantor, or of Grantor's agents, employees, contractors, or invitees, in constructing, improving, maintaining, or using this Storm Drain Easement Area, except to the extent that such cost, damage and/or liability arises from the gross negligence or willful misconduct of Grantee or Grantee's agents, employees, contractors, or invitees.

9. Notices. Any notice request, demand or other communications permitted or required to be given under this Agreement shall be in writing duly addressed to the parties as follows:

GRANTOR:
1440 DEVCO LLC, a California limited liability company
18974 Monte Vista Drive
Saratoga CA 95070
Attn: Scott Kriens

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

Any such notice sent by registered or certified mail, return receipt requested shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) one (1) business day after it is so addressed and sent with the cost of such overnight delivery service prepaid. Notice sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Agreement by giving notice to the other party as provided herein.

10. Arbitration. All disputes, claims and other matters in question arising out of, or relating to, this Storm Drain Easement Agreement, or the breach thereof may, at the election of any of the parties hereto, be decided by arbitration in accordance with the then current Commercial Arbitration Rules of Judicial Arbitration and Mediation ("JAMS"). This agreement to arbitrate shall be specifically enforceable in any court of law under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitration shall be held in Santa Clara County.

11. Attorneys' Fees. In the event any party hereto institutes legal action or arbitration to enforce or interpret its rights under this Storm Drain Easement Agreement, then the prevailing party or parties shall be entitled to reasonable attorneys' fees in addition to other costs of suit as awarded by the court or arbitrator.

12. Governing Law. This Storm Drain Easement Agreement shall be governed under the laws of California.

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

Grantor:

1440 DEVCO LLC, a California limited liability company

By: _____

Its: _____



KEN BAKER
MANAGER

Grantee:

City of Scotts Valley, a California municipal corporation

By: _____

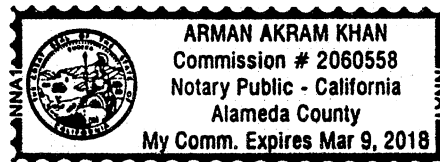
Its: _____

A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached and not the truthfulness, accuracy, or validity of that document.

On MAY 24th 2016 before me, ARMAN AKRAM KHAN, Notary Public, personally appeared KEN BAKER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Seal]



A notary public or other officer completing the certificate verifies only the identity of the individual who signed the document to which the certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

(Signature)

[Seal]

Exhibit "A" - Servient Estate

Parcel IV:

All that real property in Santa Cruz County being a part of Rancho San Augustine, Santa Cruz County California, and beginning at the Southeast corner of Lot 135 as shown on that certain map entitled "Tract No. 77 Bethany Park Assemblies of God Campground" filed for record in Volume 28 of Maps at Page 71, Santa Cruz County Records, thence along the Easterly and Southerly boundary of the above mentioned subdivision North 18° 42' East 336.00 feet; North 71° 18' East 55.52 feet; North 18° 42' West 105.03 feet; North 29° 41' East 354.70 feet; North 44° 58' East 141.12 feet; South 39° 43' E. 257.49 feet; North 33° 48' 10" East 309.42 feet to the corner of Lots 224 and 225 of the above-mentioned subdivision; thence leaving said boundary South 8° 59' E. to the middle of Carbonaro Creek; thence Southwesterly down the middle of Carbonaro Creek to a point from which the Southeast corner of the above-mentioned Lot 135 bears South 73° 16' West; thence South 73° 16' West to the point of beginning.

APN 023-041-09

EXHIBIT B

NEW STORM DRAIN EASEMENT

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

BEING A 10.00 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF STORM DRAIN FACILITIES OVER A PORTION OF THE LANDS CONVEYED TO 1440 DEVCO, LLC, DESCRIBED AS PARCEL IV, IN THE GRANT DEED, FILED FOR RECORD JUNE 30, 2014, IN DOCUMENT #2014-0020976, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF A 10.00 FOOT WIDE EASEMENT, DESCRIBED IN EXHIBIT D, IN THE GRANT DEED FILED FOR RECORD OCTOBER 22, 1980, IN BOOK 3253, AT PAGE 532, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL TWO IN THE GRANT DEED FROM NORTHERN CALIFORNIA AND NEVADA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD TO BETHANY BIBLE COLLEGE, RECORDED DECEMBER 28, 1954 IN VOLUME 997 OF OFFICIAL RECORDS AT PAGE 112, SANTA CRUZ COUNTY RECORDS, DISTANT THEREON SOUTH 29° 41' WEST 52.05 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS NORTH 29° 41' EAST 354.70 FEET IN SAID DEED, SAID POINT OF BEGINNING LYING ON THE GENERAL SOUTHEASTERLY LINE OF BETHANY DRIVE, AS SHOWN ON THAT CERTAIN 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; THENCE LEAVING SAID POINT OF BEGINNING AND SAID GENERAL SOUTHEASTERLY LINE OF BETHANY DRIVE, SOUTHERLY ALONG THE CENTER LINE OF THE 10.00 FOOT WIDE EASEMENT DESCRIBED IN SAID EXHIBIT D, SOUTH 11° 18' 48" EAST, A DISTANCE OF 127.34 FEET; THENCE SOUTH 82° 14' 33" EAST, A DISTANCE OF 84.05 FEET; THENCE SOUTH 17° 48' 35" EAST, A DISTANCE OF 101.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING AND LEAVING THE 10.00 FOOT WIDE EASEMENT IN SAID EXHIBIT D, NORTH 31° 10' 21" WEST, A DISTANCE OF 34.37 FEET; THENCE NORTH 44° 29' 59" WEST, A DISTANCE OF 214.08 FEET TO SAID SOUTHEASTERLY LINE OF BETHANY DRIVE, FROM WHICH THE POINT OF BEGINNING BEARS NORTH 29° 41' 00" EAST, 57.91 FEET DISTANT.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE ON SAID SOUTHEASTERLY LINE OF BETHANY DRIVE AND ON THE RESPECTIVE SIDELINES OF SAID 10.00 WIDE EASEMENT, DESCRIBED IN EXHIBIT D, BOOK 3253, AT PAGE 532, OFFICIAL RECORDS OF SANTA CRUZ COUNTY .

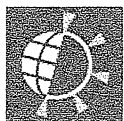
SEE EXHIBIT A, PAGE 2 OF 2, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



APN 023-041-09 (PORTION)

JOB # G13033, OCTOBER 5, 2015



IFLAND SURVEY

Surveying - Mapping - GPS

303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

JOB NO. G13033

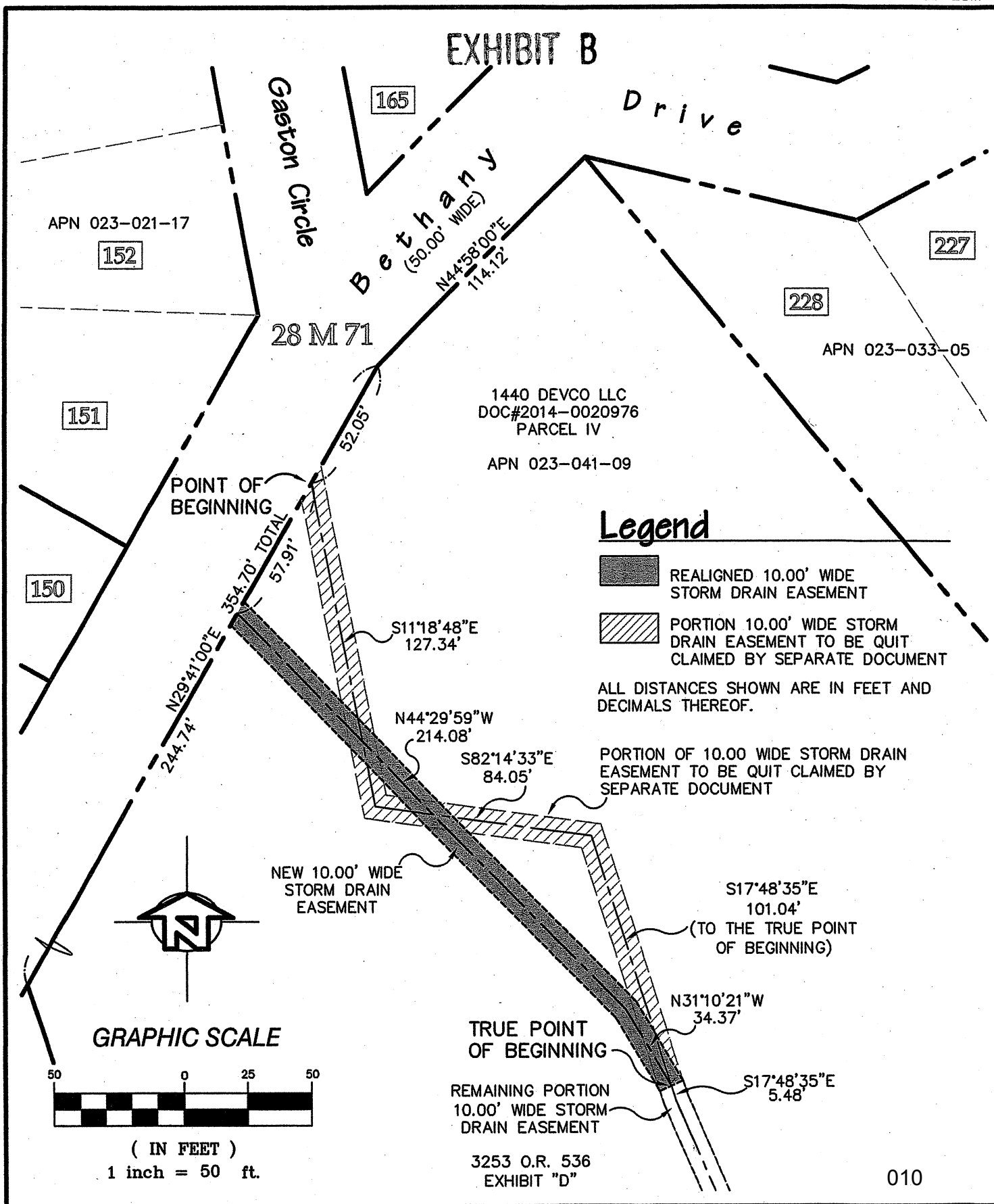
SHEET NO. 2 OF 2

CALCULATED BY JLB DATE 10/05/15

SCALE: 1" = 50'

NEW SD ESMT

EXHIBIT B



RESOLUTION NO. 1895.11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE SUMMARY VACATION OF STORM DRAIN EASEMENT FOR APN 023-041-09 (PORTION)

WHEREAS, the City previously obtained a storm drain easement on that certain property known as APN 023-041-09 (Portion); and

WHEREAS, the properties that would have used this easement have been connected to an alternative drainage; and

WHEREAS, the property owner has asked that the storm drain easement be vacated as the drainage easement is no longer necessary in the particular location; and

WHEREAS, the City Engineer endorses said vacation of the storm drain easement.

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

1. This vacation is made in accordance with Streets & Highways Code section 8333.
2. The storm drain easement to be vacated is located on that certain parcel APN 023-041-09 (Portion) more specifically shown in Tract No. 77 "Bethany Park Assemblies of God Campground", in Volume 28 of Maps, at Page 71, filed for record in the office of the Records of the County of Santa Cruz, State of California on January 12, 1948.
3. The vacation is being made due to the fact that the easement is no longer needed because parcels that would have used this easement have been connected to an alternative drainage main.
4. From and after the date this resolution is recorded, the storm drain easement abandoned no longer constitutes a drainage easement.
5. The City Council of the City of Scotts Valley hereby approves that the proposed vacation is approved.

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 3rd day of February, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy Ferrara, City Clerk

No recording fee per Gov. Code Sec. 27383

WHEN RECORDED MAIL TO:

1440 DEVCO LLC
P.O. Box 141
Saratoga, Ca. 95071-1141

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENT TO:

Same as above

NO CASH CONSIDERATION
DOCUMENTARY TRANSFER TAX \$ NO CONSIDERATION / R & T 11911
COMPUTED ON THE CONSIDERATION OR VALUE OF PROPERTY CONVEYED: OR
COMPUTED ON THE CONSIDERATION OR VALUE LESS LIENS OR ENCUMBRANCES

REMAINING AT THE TIME OF SALE.

AS DECLARED BY THE UNDERSIGNED GRANTOR

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX—FIRM NAME

APN: 023-041-09 PORTION

QUITCLAIM DEED

For a Valuable Consideration, receipt of which is hereby acknowledged, I (We) **THE CITY OF SCOTTS VALLEY, a CALIFORNIA MUNICIPAL CORPORATION ("GRANTEE")**

Hereby REMISE, RELEASE AND FOREVER QUIT CLAIM TO **1440 DEVCO LLC**, A CALIFORNIA LIMITED LIABILITY COMPANY

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE CITY OF **SCOTTS VALLEY**, COUNTY OF **SANTA CRUZ** STATE OF **CALIFORNIA**, DESCRIBED AS

SEE EXHIBIT A

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

THIS DEED IS GIVEN FOR THE PURPOSE OF ELIMINATING ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THAT CERTAIN EASEMENT FOR (PORTION) STORM DRAIN PURPOSES AS CONTAINED IN THAT CERTAIN GRANT DEED CONVEYED TO THE CITY OF SCOTTS VALLEY, RECORDED ON OCTOBER 22, 1980, IN BOOK 3253, AT PAGE 532, OFFICIAL RECORDS OF SANTA CRUZ COUNTY

Dated: _____

Signature: _____
Chuck Comstock, City Manager

EXHIBIT A

QUIT CLAIM PORTION STORM DRAIN EASEMENT

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

BEING A PORTION OF THE 10.00 FOOT WIDE STORM DRAIN EASEMENT, DESCRIBED IN EXHIBIT "D", IN BOOK 3253, AT PAGE 536, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND BEING TEN FEET IN WIDTH, MEASURED AT RIGHT ANGLES TO AND ALONG THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM NORTHERN CALIFORNIA AND NEVADA DISTRICT COUNCIL OF THE ASSEMBLIES OF GOD TO BETHANY BIBLE COLLEGE RECORDED DECEMBER 28, 1954 IN VOLUME 997 OF OFFICIAL RECORDS AT PAGE 112, SANTA CRUZ COUNTY RECORDS, DISTANT THEREON SOUTH 29° 41' WEST 52.05 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS NORTH 29° 41' EAST 354.70 FEET IN SAID DEED, SAID POINT OF BEGINNING LYING ON THE GENERAL SOUTHEASTERLY LINE OF BETHANY DRIVE, AS SHOWN ON THAT CERTAIN 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; THENCE FROM SAID POINT OF BEGINNING, LEAVING SAID GENERAL SOUTHEASTERLY LINE OF BETHANY DRIVE, SOUTH 11° 18' 48" EAST, A DISTANCE OF 127.34 FEET; THENCE SOUTH 82° 14' 33" EAST, A DISTANCE OF 84.05 FEET; THENCE SOUTH 17° 48' 35" EAST, A DISTANCE OF 100.45 FEET, A LITTLE MORE OR LESS, TO THE CENTER LINE OF SAID 10.00 FOOT WIDE STORM DRAIN EASEMENT.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT ARE LENGTHENED OR SHORTENED TO TERMINATE ON SAID SOUTHEASTERLY LINE OF BETHANY DRIVE.

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

END OF DESCRIPTION



APN 023-041-09 (PORTION)

JOB # G13033, JANUARY 4, 2016



IFLAND SURVEY

Surveying - Mapping - GPS

303 Potrero Street, Suite 43-108, Santa Cruz, CA 95060
Tel 831.426.7941 Fax 831.426.6266

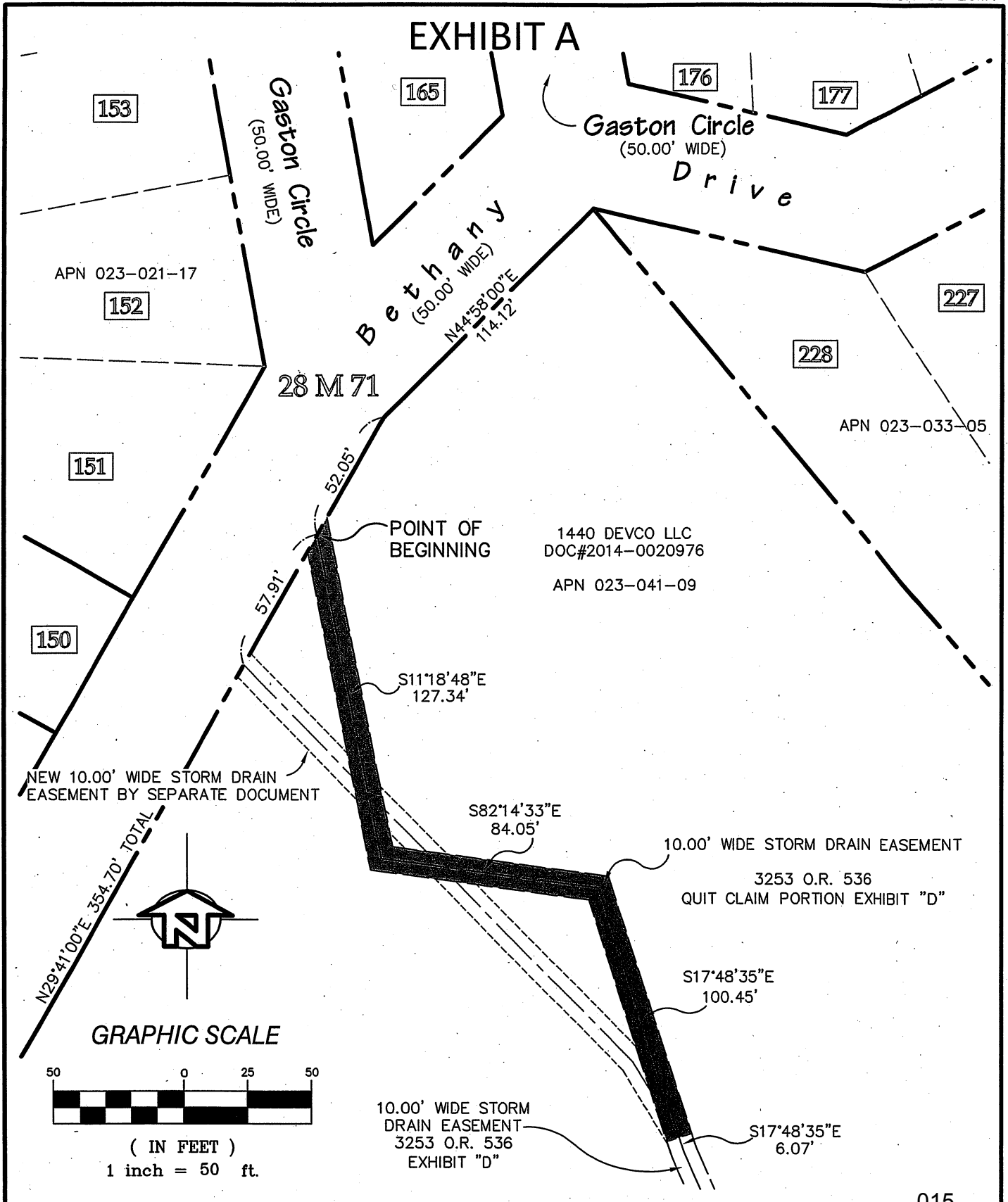
JOB NO. G13033

PAGE NO. 2 OF 2

CALCULATED BY JLB DATE 01/04/16

SCALE: 1" = 50'

QUIT CLAIM PORTION SD ESMT



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: June 1, 2016
TO: Honorable Mayor and City Council
FROM: Chuck Comstock, Interim City Manager
SUBJECT: **OUTSIDE AGENCY FUNDING REQUESTS**

SUMMARY OF ISSUE

Members of the Human Care Alliance and the Arts Council will be making their oral presentations to the City Council for fiscal year 2016-17 funding assistance.

Of the 21 agencies funded by Scotts Valley, eight are requesting no COLA, seven are requesting a 3% cost of living increase (COLA), three are requesting a 5% COLA, one is requesting 2% and one is requesting 15%. The increase to the budget if all of the Human Care Alliance organizations received the same COLA is provided below:

1.0% COLA	\$ 500
2.0% COLA	1,000
3.0% COLA	1,497
5.0% COLA	2,495

Two agencies are requesting additional funding above a COLA. Explanations for those requests are attached to this report.

FISCAL IMPACT

Discretionary funds within the General Fund are used to fund these programs. The proposed 2016-17 budget includes \$49,894 for Human Care Alliance funding and \$1,000 for the Arts Council. A total of \$56,611 is being requested for 2016-17 by the Human Care Alliance organizations.

STAFF RECOMMENDATION

Provide staff direction with funding changes, if any.

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2016-17 FUNDING REQUESTS

	2015-16 Funded	COLA Request	Additional Funding Request	2016-17 Request	COLA Increase %
Advocacy, Inc	\$ 1,491	\$ 75		\$ 1,566	5.03%
Assisted Living Project	1,087			1,087	
Cabrillo College Stroke Center	5,518		276	5,794	
California Grey Bears	1,213	71		1,284	5.85%
Community Bridges:					
-Meals on Wheels	5,690			5,690	
-Lift Line	2,952			2,952	
-Mountain Community Resources	261			261	
Child Development Resource Center	616			616	
Court Appointed Special Advocates (CASA)	809	16		825	1.98%
Conflict Resolution Center	739	24		763	3.25%
Dientes Community Dental Care	1,295	41		1,336	3.17%
Encompass:					
-Santa Cruz AIDS Project	1,087			1,087	
-Youth Services Counseling	1,587			1,587	
Family Services Agency:					
-I-You Venture	684	21		705	3.07%
-Senior Outreach	684	21		705	3.07%
-Suicide Prevention	684	21		705	3.07%
-WomenCARE	543	16		559	2.95%
-Counseling - North County	1,368	41		1,409	3.00%
Homeless Services Center	396			396	
Hospice Caring Project	523			523	
Monarch Services (Women's Crisis Support)	3,261	489		3,750	15.00%
Second Harvest Food Bank	3,840	123		3,963	3.20%
Senior Citizens Legal Services	2,579	83		2,662	3.20%
Seniors Council / Project Scout	2,895	171	5,000	8,066	5.91%
Senior Network Services	1,410	45		1,455	3.19%
Vista Center for the Blind	2,014			2,014	
Volunteer Center	2,537	127		2,664	5.01%
Walnut Avenue Women's Center:					
-Domesic Violence Services	1,631	49		1,680	3.00%
-Family Support Services	250	8		258	3.00%
-Youth Development	250			250	
Total Funded	<u>\$ 49,894</u>	<u>\$ 1,441</u>	<u>\$ 5,276</u>	<u>\$ 56,611</u>	

2016-17 ADDITIONAL FUNDING REQUESTS

Cabrillo Stroke and Disability Center - \$276

To fund an increase of one month per year for the Coordinator position, bringing the position back to an eleven month position. Asking for a funding increase of 5% per Jurisdiction in 2016-17 to support this position expansion.

Seniors Council (Project Scout) - \$5,000

Requesting \$3,500 towards the restoration of five hours per week for the Program Coordinator. Also requesting \$1,500 for ongoing operating expenses and to purchase new computer equipment.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: June 1, 2016

TO: Honorable Mayor Lind and City Council Members

FROM: John P. Weiss, Chief of Police

SUBJECT: URGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW COMMERCIAL OPERATIONS ENGAGED IN THE SALE OF FIREARMS, AMMUNITION, AND /OR EXPLOSIVE DEVICES WITHIN THE CITY OF SCOTTS VALLEY FOR AN ADDITIONAL 12 MONTHS

SUMMARY OF ISSUE

On September 2, 2015, the City Council approved Ordinance No. 189, an urgency ordinance establishing a temporary (45-days) moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley, in accordance with Government Code Section 65858.

On October 14, 2015 the City Council adopted Urgency Ordinance No. 189.1, which extended the moratorium for ten (10) months and fifteen (15) days from October 17, 2015. This extended time period was needed for City staff to complete an adequate study into appropriate land use regulations for these types of uses.

Government Code Section 65858 also requires that 10 days prior to the expiration of the ordinance, the City Council shall issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the ordinance. The attached report describes the steps already undertaken by City staff and is available at City Hall for public inspection.

The extension of this moratorium is necessary to protect the public health, safety and welfare while staff completes its study of this issue. Since the October 2015 extension of this moratorium, study and review of this issue have been stalled by the retirements of both our City Manager and Community Development Director. Due to the limited staff in the Planning Department, staff has been unable to complete its review of this issue and propose a zoning ordinance amendment for this use. Accordingly, this extension will provide the time for our new Community Development Director to complete a review

of this issue and to evaluate concerns regarding the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley. In addition, recent case law has been rendered which must be further studied and analyzed to determine the potential impacts on land use regulation of the sale of firearms, ammunition and explosives.

It should be noted that all four of the current gun shop owners in Scotts Valley were contacted regarding the reasons for this extension.

FISCAL IMPACT

Researching appropriate land use regulations, drafting ordinances and preparing the appropriate environmental review for the proposed ordinances will require a significant commitment of staff time.

STAFF RECOMMENDATION

Introduce and adopt Ordinance No. 189.2, an Urgency Ordinance of the City Council of the City of Scotts Valley Extending a Moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley, in order to provide the City with more time to determine whether to adopt an ordinance further regulating such uses.

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ORDINANCE NO. 189.2

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY EXTENDING A MORATORIUM ON THE ESTABLISHMENT OF NEW COMMERCIAL OPERATIONS ENGAGED IN THE SALE OF FIREARMS, AMMUNITION, AND/OR EXPLOSIVE DEVICES WITHIN THE CITY OF SCOTTS VALLEY

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

WHEREAS, at the City Council meeting on August 19, 2015, the City Council received extensive public comments for approximately two hours on the issue of whether the City of Scotts Valley should consider adopting regulations concerning the business operations and sales of firearms and ammunition. At the conclusion of that meeting, the City Council directed staff to study the issues involved and meeting with existing firearms dealers; and

WHEREAS, on September 2, 2015 the City Council of the City of Scotts Valley adopted Ordinance No. 189 as an urgency ordinance imposing a forty-five (45) day moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley; and

WHEREAS, on October 14, 2015, before Ordinance No. 189 expired by operation of law on October 17, 2015, the City Council of the City of Scotts Valley adopted Ordinance No. 189.1 to extend the urgency ordinance imposing a moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition and/or explosive devices to extend the moratorium for an additional 10 months and 15 days to allow more time to study and analyze possible land use controls; and

WHEREAS, Government Code section 65858 authorizes an extension of an urgency ordinance, after a noticed public hearing, to protect the public health, safety and welfare through adoption of an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, pursuant to Government Code section 65858(d), the City Council has accepted a report prepared by City staff describing the study and measures that have been taken to date to alleviate the condition which led to the adoption of the initial emergency ordinance; and

WHEREAS, Government at all levels has a substantial interest in protecting the people from those who acquire guns lawfully or illegally and then use them to commit crimes resulting in injury or death of their victims or who use them in the commission of other coercive crimes such as robbery and sexual assault; and

WHEREAS, the sales of firearms and ammunition are not currently regulated under the Scotts Valley Municipal Code; and

WHEREAS, the sale of firearms, ammunition and /or explosive devices has raised the following public health, safety and welfare concerns: school safety; parks, school routes, and residences in close proximity to such sales; and potential negative influences of such sales on children; and

WHEREAS, while the City studies the issues requested by the City Council on August 19, 2015, concerning potential land use regulations of the sale of firearms, ammunition and explosive devices, considerable uncertainty exists as to whether future sales of firearms, ammunition, and/or explosive devices within the City of Scotts Valley will be subject to new land use regulations (zoning, conditional use permit, etc.) and ultimately be in conflict with the existing Scotts Valley Municipal Code. Without an immediate moratorium, a new retail establishment selling firearms could obtain a business license in the City of Scotts Valley within a matter of a few business days; and

WHEREAS, other California cities have adopted zoning ordinances and business regulations that govern the sales of firearms and ammunition; and

WHEREAS, the City Council has conducted a noticed public hearing pursuant to Government Code section 65090 and has complied with Government Code section 65858 which provide for the extension of an urgency measure of an interim ordinance to protect public health, safety and welfare, by a four-fifths (4/5) vote of the City Council. Adopting this extension to the interim ordinance as an urgency measure to prohibit the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley is consistent with the stated requirements.

NOW THEREFORE, BASED UPON THE FOREGOING AND ALL EVIDENCE SUBMITTED TO IT, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AS FOLLOWS:

SECTION 1: PURPOSE AND FINDINGS.

- A. The above recitals are incorporated herein and each relied upon independently by the City Council as findings for its adoption of this urgency interim ordinance.
- B. The City of Scotts Valley Zoning Ordinance does not currently include regulation concerning the sale of firearms, ammunition or explosive devices.
- C. The City Council previously conducted approximately two hours of community discussions during a City Council meetings on August 19, 2015, and received concerned comments, written and oral, urging the City Council to regulate the sale of firearms, ammunition, and /or explosive devices.

- D. Additional time is necessary for the City to study the issues raised by the community and the City Council concerning the sales of firearms, ammunition, and explosive devices.
- E. Extension of the moratorium on the establishment of commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices is necessary to avoid the previously identified current and immediate threat to the public health, safety, and welfare.

SECTION 2: INTERIM SUSPENSION OF PERMITS, APPROVAL OR OTHER ENTITLEMENTS.

There shall be an interim moratorium on land use approvals and building permits in all zoning districts for the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley, which include any site, facility, or location of such uses. Based on the findings set forth herein, no permits, licenses, zoning ordinance interpretation of amendment or other applicable entitlements for use, which has as its result the final approval or allowance of the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley, shall be granted or approved by any employee, department or commission of the City as defined above for a period of one year beginning upon the expiration of the Ordinance No. 189.1, September 1, 2016, unless appealed or extended by a later enacted ordinance.

SECTION 3: IMMEDIATE THREAT TO HEALTH, SAFETY AND WELFARE.

Based on the findings set forth herein, this ordinance is adopted pursuant to California Government Code section 65858 and is required to address a current and immediate threat to public health, safety and welfare. The City Council has determined that granting land use approvals or building permits for the establishment of new commercial operations engaged in the sale of firearms, ammunition, and/or explosive devices within the City of Scotts Valley could result in a threat to public health, safety and welfare.

SECTION 4: URGENCY PERIOD.

This ordinance is declared to be an urgency ordinance for preserving the public health, safety and welfare and to take effect and be enforced on and after September 1, 2016, the day that Ordinance No. 189.1 expires. The City intends there to be no gap in the moratorium period so that the moratorium is in effect continuously through the end of the extension granted by this Ordinance.

SECTION 5: AMENDMENTS TO ORDINANCE.

The City Council by ordinance after notice of public hearing, by the affirmative vote of at least four-fifths (4/5) of the City Council Members, may modify, amend, delete or add to this ordinance upon a finding that such action will implement and enforce the goals, policies and purpose of this ordinance.

SECTION 6: 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 7: 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 8: COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT.

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

SECTION 9: EFFECTIVE DATE.

In accordance with California Government Code section 65858, this ordinance shall be in full force and effect for a period of one year from September 1, 2016. Passed for the purpose of adoption on this 1st day of June, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Donna Lind, Mayor

ATTEST:

Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: May 17, 2016

TO: Honorable Mayor Lind and City Council Members

FROM: John P. Weiss, Chief of Police

SUBJECT: WRITTEN REPORT PURSUANT TO GOVERNMENT CODE SECTION 65858 REGARDING MEASURES TAKEN TO ALLEVIATE CONDITIONS RESULTING IN THE ADOPTION OF AN URGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF NEW COMMERCIAL OPERATIONS ENGAGED IN THE SALE OF FIREARMS, AMMUNITION, AND /OR EXPLOSIVE DEVICES WITHIN THE CITY OF SCOTTS VALLEY

On October 14, 2015, the City Council approved Ordinance No. 189.1, an urgency ordinance extending a moratorium on the establishment of new commercial operations engaged in the sale of firearms, ammunition, and /or explosive devices within the City of Scotts Valley, in accordance with Government Code Section 65858, which will expire on September 1, 2016, if not extended.

Since then, City staff began the following measures to alleviate the conditions that led to the adoption of the interim ordinance, which are ongoing:

- Collect data from cities on how they regulate firearm sales and whether they are processed as a retail use or home occupation.
- Conduct field visits to inventory existing uses in the City.
- Meet with existing operators to understand their land use needs.
- Collect and analyze data of existing uses and the demand for such uses.
- Prepare recommendations and related ordinances, staff reports and other documentation, as necessary, for consideration by the City Council.
- Contacted approximately 20 city and county agencies to date and there is a mix of cities that regulate these uses away from sensitive areas such as schools and
- others, require a use permit and others that process as a normal business in a retail zone and the primary licensing process is handled by State and local Police Department.
- Research other firearms ordinances.
- Noted the recent Ninth U.S. Circuit Court of Appeals ruling regarding zoning and gun shops in Alameda County, California.

It is anticipated that completion of the above measures may take the full amount of the twelve (12) month ordinance extension. This is due to the fact that the City's Community Development Director retired in February 2016. His successor must now take over this process, in addition to the numerous projects the City is involved with. Further, the City Manager retired in December 2015 and his successor will not assume office until mid-July 2016.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: June 1, 2016
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: **MACDORSA PARK, NEW PLAYGROUND DESIGN**

SUMMARY OF ISSUE

On March 1, 2016, Recreation Division Manager Ard submitted a grant application to Miracle Recreation Equipment Company for help with costs for replacing the play equipment at MacDorsa Park. This grant works in such a way that some monies are provided, however, the majority of the grant is awarded through California Multiple Awards Schedule (CMAS), which allows local government to source out playground equipment at a discounted rate without going to bid.

The grant application was accepted and a new design was presented to the Parks and Recreation Commission at their March meeting. The Commission was in favor of the new 'rocks and ropes' components, however, it was recommended this wait until their April 21 meeting in order to post a public meeting notice, asking for feedback from the public, since the new proposed design was so different from what is currently at MacDorsa Park. A notice was posted at the City's parks, in the Scotts Valley Banner, on My Scotts Valley, and a mailer was sent out.

At the April meeting, RDM Ard presented two designs for the Commissioners and the public to give input on. The attached design is what the Commissioner's recommended for Council approval, taking into consideration the input given. The design consists of rocks to jump back and forth on, logs to walk across, rocks to climb over, three ADA panels (drums, fire truck, ball popper), and a rope element.

The project application met the deadlines and criteria for community need, therefore Miracle Recreation Equipment Company recommended the manufacturer provide an \$8000 grant towards the playground equipment, and \$300 for the safety panel sign. The total for the park playground improvements is \$59,946. The 2015/16 CIP has \$50,000 from Park Impact Fees, and the other \$10,000 will be funded by the Scotts Valley Advocates.

FISCAL IMPACT

The Park DIF approved \$50,000 in the City’s 2015/16 budget year and \$10,000 from the Advocates approved at their May 10, 2016 meeting.

STAFF RECOMMENDATION

That the City Council to authorize the City Manager to execute an agreement between the City and Miracle Recreation Equipment Company for the installation of the new MacDorsa Park Design.

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RESOLUTION NO. 1919

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE NEW PLAYGROUND EQUIPMENT FOR MACDORSA PARK**

WHEREAS, the Parks and Recreation Division of the City of Scotts Valley has received a proposal for \$59,964, to improve the playground equipment at MacDorsa Park, working with Miracle Recreation Equipment Company; and

WHEREAS, the project is determined to be categorically exempt from CEQA, Class 1 (Section 15301 – Existing Facilities); and

WHEREAS, Recreation Division Manager Ard submitted and received an \$8,000 grant from Miracle Recreation Equipment Company to assist in the costs associated with replacing the play equipment at MacDorsa Park; and

WHEREAS, the Parks and Recreation Commission met on March 17, 2016 and approved the 'rocks and ropes' components, but recommended this wait until their April 21, 2016 regular meeting, after letters were sent to the surrounding neighborhoods inviting the public to provide input on the park design; and

WHEREAS, the Parks and Recreation Commission approved and recommended the attached designs be submitted to the City Council for their approval.

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

SECTION 1: The environmental determination represents the independent judgment of the City;

SECTION 2: The categorical exemption is hereby approved.

SECTION 3: The design for the MacDorsa Park playground as shown on Exhibit A is hereby approved.

SECTION 4: That City Council authorizes the City Manager to execute an agreement between the City and Miracle Recreation Equipment Company for the installation of the new MacDorsa Park Design.

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 of June, 2016, by the following vote:

AYES:

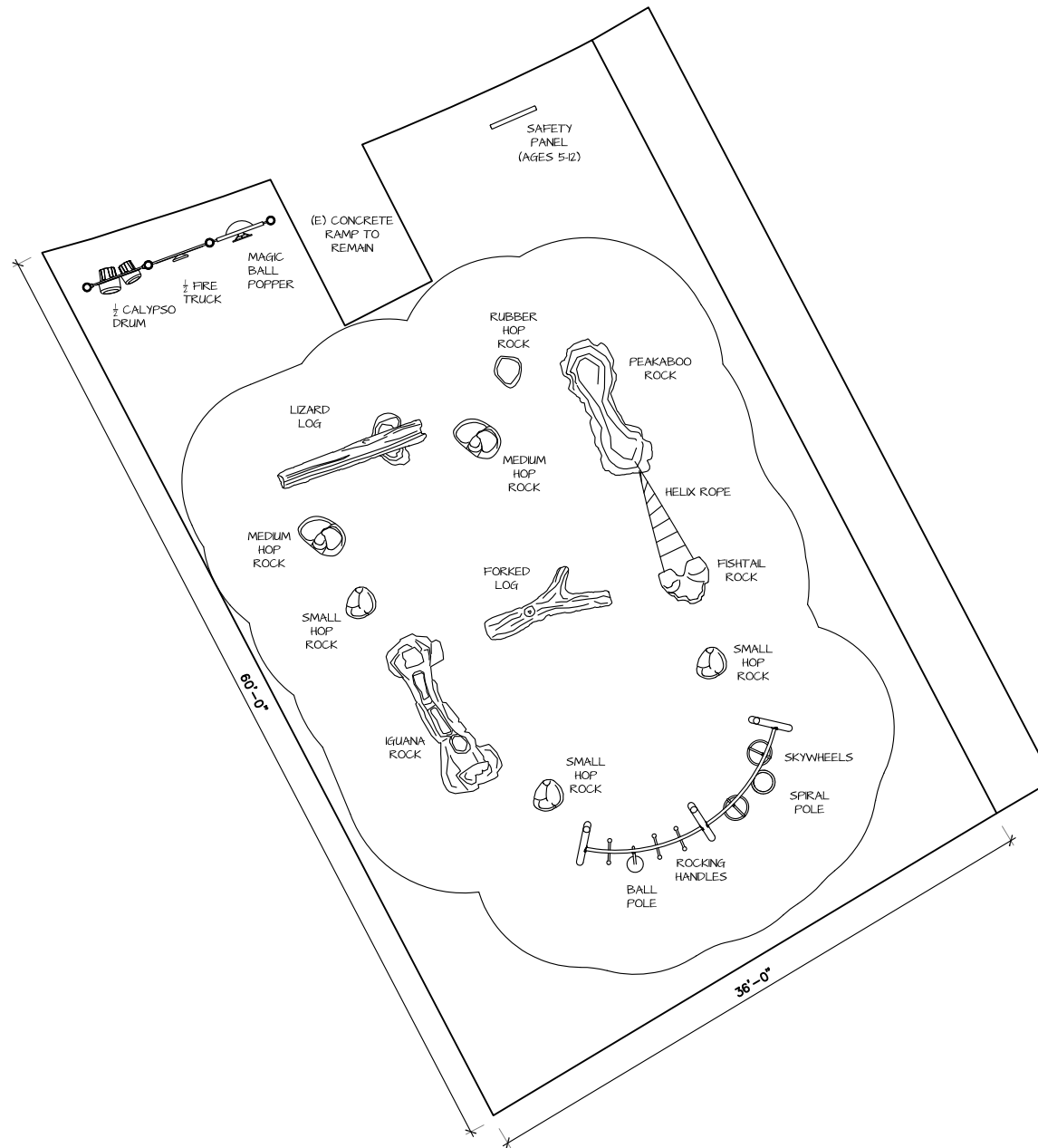
NOES:

ABSTAIN:

ABSENT:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk



Reverse View



Plan View



MacDorsa Park
Scotts Valley, CA
5/5/16

MacDorsa Park, Scotts Valley-Estimated Cost Summary

May 9 2016



Description	Estimated Equipment	Estimated Tax	Estimated Freight	Subtotal
16_0272 MacDorsa_003				
Main Structure with Rocks and Ropes	\$ 34,602	\$ 2,941	\$ 2,076	\$ 39,619
Nexus Velocity	\$ 6,089	\$ 518	\$ 365	\$ 6,972
ADDED ADA Panels	\$ 4,158	\$ 353	\$ 249	\$ 4,761
Safety Panel Sign	FREE	\$ -	\$ -	\$ -
Equipment Subtotal	\$ 44,849	\$ 3,812	\$ 2,691	\$ 51,352
AWARDED GRANT per Kristin Ard's Application	\$ 8,000			
Certified Mfg Installation over prepped site	\$ 16,594	\$ -		\$ 16,594
Subtotal	\$ 61,443	\$ 3,812	\$ 2,691	\$ 67,946
GRAND TOTAL with Awarded Grant	\$ 53,443	\$ 3,812	\$ 2,691	\$ 59,946

Exclusions:

Demo/Disposal of existing equipment and in-ground footers
 Site Prep and spoils offhaul
 New Wood Chip surfacing if needed

Inclusions:

CMAS/NJPA Pricing Structure with additional Grant Discount

Prevailing Wages Applied
 DIR # 1000015853
 CSL # 981433

Grant Award expires May 20 2016

Submitted by David Yosso 5/9/16