



A G E N D A

Meeting of the Scotts Valley City Council

Date: May 4, 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 4-29-16 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Donna Lind, Mayor Randy Johnson, Vice Mayor Stephany E. Aguilar, Council Member Dene Bustichi, Council Member Jim Reed, Council Member	City Staff Members Chuck Comstock, Interim City Manager Kirsten Powell, City Attorney Taylor Bateman, Acting Community Development Dir Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTER Presentation by Mayor Lind

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 4-20-16
- B. Approve check register – 4-22-16, 4-15-16
- C. Approve production agreement between the City of Scotts Valley and Pyro Spectaculars North, Inc. for the July 4, 2016 fireworks event
- D. Approve site rental agreement between the City of Scotts Valley and Jazzercise for use of the Scotts Valley Community Center from May 1, 2016 to April 30, 2017

ALTERATIONS TO REGULAR AGENDA

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

REGULAR AGENDA

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

- 1. Consider appointment to Highway 17 Access Management Plan Steering Committee (PublicWorks/Hamby)

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

- 2. Consider approval of fee adjustments for various Police, Administrative, Facility Rental, and Recreation fees (CityManager/Comstock)
 - Open public hearing
 - Close public hearing
 - Approve Resolution No. 1198.65
 - Approve Resolution No. 1593.19

REGULAR AGENDA

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

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

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT: City Manager Employment

Legal Authority: 54957

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

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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DATE: 5-4-2016

MINUTES

Meeting of the Scotts Valley City Council

Date: April 20, 2016

POSTING:

The agenda was posted on 4-15-16
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

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

Interim City Manager Comstock
City Attorney Powell
Police Chief Weiss
Public Wks Director Hamby
Acting Community Development Director Bateman
Recreation Division Manager Ard
City Clerk Ferrara

COMMITTEE REPORTS

CM Bustichi reported that Santa Cruz Metropolitan Transit District (SCMTD) Board of Directors will be meeting this Friday in the Watsonville City Council Chambers to discuss the many cuts and changes that need to be made to fix the structural deficit at the SCMTD. He also reported that the SCMTD Board will be holding ongoing public hearings throughout the County regarding the proposed cuts and changes.

CM Aguilar reported that AMBAG met and discussed the draft regional growth forecast that is put together every four years to review transportation, housing, population, and jobs. She stated that the growth forecast is used to support regional planning efforts. She also reported that AMBAG will be meeting with the agencies within each of the counties, San Benito, Monterey, and Santa Cruz, to discuss the impacts to their specific agencies.

Mayor Lind reported that she attended the Seniors Council Area Agency on Aging met with Alex Clifford, General Manager of the Santa Cruz Metropolitan Transit District, to discuss impacts to senior transportation services in Santa Cruz County.

Mayor Lind announced that a conference for a Safer, Healthier Santa Cruz County, sponsored by a Behavioral Health - Criminal Justice Collaboration, is being held on May 12, 2016 from 8:00 am to 4:30 pm at the Enterprise Technology Center in Scotts Valley.

CITY MANAGER REPORT

CM Comstock announced that he will be gone for a few weeks, and Police Chief Weiss will be Acting City Manager during his absence.

PC Weiss announced that the Scotts Valley Police Department is holding "Tip A Cop" tonight at Malone's Grille from 5:00 to 7:30 pm. Local law enforcement will act as "Celebrity Waiters" and Scotts Valley Police Officers will assist the servers with beverage service, serving meals, setting tables, etc, to spread awareness and raise money for Special Olympics of Northern California. Customers are asked to support the event by placing a special "tip" for Special Olympics in the envelope on their table.

PC Weiss announced that the annual Police-In-Pursuit Night at the Races featuring our local law enforcement agencies is being held on Friday, April 22 at 6:00 pm at Watsonville Speedway. He stated that all proceeds will benefit Special Olympics.

PUBLIC COMMENT

Wendy Brannan, SV resident, asked the City Council to change the way they do business.

Mayor Lind reported that the 50 year anniversary committee met and they have received the 50 year anniversary pin, which is being sold through the Parks & Recreation Division and the Chamber of Commerce for \$3. She stated that they have had a lot of response from sponsors and participants for the celebration, which will primarily be held on July 4, with a special community event held on August 2, the actual 50 year anniversary.

CM Bustichi, Board Chair of Valley Churches United, announced that Boulder Creek Post Office had been broken into, and it is possible that envelopes containing checks for Valley Churches United were stolen from the facility. He stated that anyone who donated can contact Valley Churches United to find out if their check was received.

ALTERATIONS TO CONSENT AGENDA

M/S: Aguilar/Bustichi

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 4-6-16
- B. Approve check register – 4-8-16, 4-1-16
- C. Approve First Amendment to Recycled Water Supply Use, Maintenance and Operation Agreement between the City of Scotts Valley and the Scotts Valley Water District for reduction in entitlement
- D. Approve Second Amendment to Recycled Water Supply Use, Maintenance and Operation Agreement between the City of Scotts Valley and the Scotts Valley Water District for use outside the City limits

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Johnson

To approve the Regular Agenda.

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

REGULAR AGENDA

1. Caltrans presentation: Highway 17 Access Management Plan

PWD Hamby presented the written staff report and responded to questions from Council.

Caltrans District 5 representatives: Aileen Loe, Deputy District Director; Kelly McClendon, Associate Transportation Planner; and Joe Erwin, Transportation Engineer, provided a brief summary of the Highway 17 Access Management Plan, gave a PowerPoint presentation, and responded to questions from Council.

Ellen Buckingham, ADA Accessibility Committee for the City, expressed concerns regarding pedestrian access at the Granite Creek overpass at the north end of Scotts Valley.

PWD Hamby responded that the City has been working with Caltrans to make the storm damage improvements that are causing the pedestrian access problems on the Granite Creek overpass.

Wendy Brannan, SV resident, expressed concerns about vegetation management along the Highway 17 and its impacts to residents and traffic.

2. Consider acceptance of City of Scotts Valley Access Audit and Transition Plan

CM Comstock presented the written staff report and responded to questions from Council.

Kristin Ard, Recreation Division Manager, discussed the process the City used to complete the Access Audit and Transition Plan and introduced John McGovern, President of Recreation Accessibility Consultants, LLC, who prepared the Plan.

John McGovern, President of Recreation Accessibility Consultants, LLC gave an overview of the ADA, the process used to complete the City of Scotts Valley Access Audit and Transition Plan, and responded to questions from Council.

Wendy Brannan, SV resident, commented regarding the Access Audit and Transition Plan.

M/S: Bustichi/Aguilar

To accept the City of Scotts Valley Access Audit and Transition Plan and refer the Plan to the ADA Accessibility Committee for their review and comments.

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

3. **Consider approval of 5 year Capital Improvement Plan for 2016 - 2021**

PWD Hamby presented the written staff report and responded to questions from Council.

CM Bustichi recommended consolidating some of the repairs under Item 13, Community Center Improvements - ADA Upgrades, Phase I for efficiency and cost savings instead of spreading them out over multiple years.

CM Aguilar recommended installing a shade structure at the swimming pool at Siltanen Park using Lennar Funds. She stated that the cost is approximately \$8,000.

CM Aguilar recommended including funds to install/update drinking fountains at the parks that are broken or in disrepair.

RDM Ard stated that some of the drinking fountains have already been replaced at the various parks, however, there are three that still need to be replaced at a cost of approximately \$9,800. She stated that a dog fountain could also be installed at the Dog Park for approximately \$1,000.

CM Bustichi recommended looking at using park impact fees for the shade structure instead of using Lennar funds if possible.

Ellen Buckingham, SV resident and ADA Accessibility Committee Member, recommended that the Council get input from the ADA Committee to be sure that proposed improvements do not impact accessibility. She also spoke in support of the shade structure at the pool.

Wendy Brannan, SV resident, recommended updating the Scotts Valley Parks Master Plan. She also spoke in support of replacing the drinking fountains at the parks.

M/S: Aguilar/Bustichi

**To approve the 5 year Capital Improvement Plan for 2016 - 2021 as amended by Council.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)**

4. **Future Council agenda items**

None.

The City Attorney announced that there was not a need for closed session.

~~CONVENE TO CLOSED SESSION~~

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

- ~~1. Pursuant to Government Code Section 54957, the City Council met in closed session to confer with their legal counsel regarding City Manager employment.~~

ADJOURNMENT

The meeting adjourned at 8:05 p.m.

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: April 20, 2016

POSTING:

The agenda was posted on 4-15-16
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 2:00 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	
	Jim Reed, City Council Member	

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 2:05 p.m. to discuss the following item:

- (1) Pursuant to Government Code Section 54957, the City Council met in closed session to confer with their legal counsel regarding City Manager employment.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 4:45 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 4:45 p.m.

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

CONSENT AGENDA ITEM B

DATE: 5-4-2016

SCOTTS VALLEY ACCOUNTS PAYABLE
04/15/2016 14:52:19 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 041516 COMMENT... A/P AS OF APRIL 15 2016

DATA-JE-ID DATA COMMENT

W-04152016-677 A/P AS OF APRIL 15 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			
001626	AGUILAR/STEPHANY	107092	04/15/16	41.36
000563	APPI	107093	04/15/16	160.00
001670	AT & T	107094	04/15/16	517.55
000097	AT&T	107095	04/15/16	168.55
003498	BARLOW'S REFRIGERATION &	107096	04/15/16	134.25
003237	BOWEN/TIMOTHY D	107097	04/15/16	1,285.90
000021	BOWMAN & WILLIAMS	107098	04/15/16	9,686.93
000437	BRASS KEY LOCKSMITH	107099	04/15/16	47.46
000756	CENTRAL HOME SUPPLY	107100	04/15/16	555.23
003005	CHALLENGER SPORTS CORPOR	107101	04/15/16	378.00
002091	COMCAST	107102	04/15/16	158.61
002091	COMCAST	107103	04/15/16	238.47
003464	DANIELS/JASON	107104	04/15/16	9.50
000776	DISCOUNT SCHOOL SUPPLY	107105	04/15/16	701.59
001537	DYNAMIC PRESS	107106	04/15/16	325.66
003500	ECOFERT, INC	107107	04/15/16	3,975.00
001997	EPIC SPORTS	107108	04/15/16	746.08
000054	EWING IRRIGATION PRODUCT	107109	04/15/16	259.76
000703	FAMILY SERVICE AGENCY	107110	04/15/16	990.75
000375	FIRST ALARM SECURITY & P	107111	04/15/16	110.00
000375	FIRST ALARM SECURITY & P	107112	04/15/16	110.00
000375	FIRST ALARM SECURITY & P	107113	04/15/16	110.00
001597	FLEMING/JOSEPHINE	107114	04/15/16	2,550.00
003501	FRANKLIN MILLER INC	107115	04/15/16	19,056.90
001892	FRASER & ASSOCIATES	107116	04/15/16	2,375.00
000895	GRANITE CONSTRUCTION CO	107117	04/15/16	690.56
001131	GRUBER DDS/MICHAEL	107118	04/15/16	100.00
000066	KING'S PAINT & PAPER	107119	04/15/16	433.40
000332	LABOR READY INC	107120	04/15/16	117.32
000873	LEDYARD COMPANY	107121	04/15/16	160.88
000083	MISSION UNIFORM SERVICE	107122	04/15/16	856.00
000967	MONTEREY BAY SYSTEMS	107123	04/15/16	89.71
000089	OLIVE SPRINGS QUARRY INC	107124	04/15/16	147.41
.15032	ONETO/JANET	107125	04/15/16	257.99
000101	PACIFIC GAS & ELECTRIC C	107126	04/15/16	89.16
002063	PATEL-CROSKREY/DARSHANA	107127	04/15/16	269.52
003152	PETERSON POWER SYSTEMS,	107128	04/15/16	2,800.00
000723	PIED PIPER INC./THE	107129	04/15/16	55.50
002043	ROYAL WHOLESALE ELECTRIC	107130	04/15/16	912.63
001364	SANTA CRUZ COUNTY	107131	04/15/16	11,117.20
003499	SANTA CRUZ PARENTS.COM	107132	04/15/16	200.00
000131	SCOTTS VALLEY MEDICAL	107133	04/15/16	74.00
000133	SCOTTS VALLEY SPRINKLER	107134	04/15/16	396.13
003085	SHRED-IT US JV LLC	107135	04/15/16	77.50
000405	SILVERSTEIN/THOMAS	107136	04/15/16	3,228.10
002065	SOTO/ART	107137	04/15/16	9.50
003363	SUSCO/JOSEPH	107138	04/15/16	365.00
001560	TRITON CONSTRUCTION	107139	04/15/16	950.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
000146	U.S. POSTMASTER	107140	04/15/16	220.00	
001106	VERIZON WIRELESS	107141	04/15/16	941.80	
003166	WISDOM/ANGIE	107142	04/15/16	445.86	
001625	YOSHIDA DDS/NOREEN	107143	04/15/16	165.00	
002021	ZOOM	107144	04/15/16	417.21	
	GENERAL CHECKING ACCOUNT			70,279.93	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				70,279.93

RECORDS PRINTED - 000100

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	25,390.47
004	RECREATION	11,563.59
010	WASTEWATER OPERATIONS	6,086.67
012	WASTEWATER CAPITAL RESERVE	19,969.53
023	SVRDA SUCCESSOR AGENCY	4,684.03
028	SENIOR CENTER	981.25
112	DENTAL INS INTERNAL SERV	630.00
123	COMMUNITY FACILITY CENTER	974.39
TOTAL ALL FUNDS		70,279.93

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	70,279.93
TOTAL ALL BANKS		70,279.93

SCOTTS VALLEY ACCOUNTS PAYABLE
04/22/2016 13:39:39 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 042216 COMMENT... A/P AS OF APRIL 22, 2016

DATA-JE-ID DATA COMMENT

W-04222016-682 A/P AS OF APRIL 22, 2016

Run Instructions:

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

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
003457	ADAMS/TROY	107145	04/22/16	749.00
001009	ARD/KRISTIN	107146	04/22/16	272.00
003424	ARMSTRONG/ROWAN	107147	04/22/16	90.00
001670	AT &T	107148	04/22/16	1,261.86
000211	AVIS	107149	04/22/16	300.93
001822	BC LABORATORIES INC.	107150	04/22/16	332.00
000021	BOWMAN & WILLIAMS	107151	04/22/16	4,005.00
003082	BRANCH/SHARON	107152	04/22/16	120.00
000437	BRASS KEY LOCKSMITH	107153	04/22/16	11.94
001633	CAL-WEST LIGHTING & SIGN	107154	04/22/16	895.00
001385	CALIFORNIA PUBLIC EMPLOY	107155	04/22/16	123,625.04
000481	CASEY PRINTING	107156	04/22/16	3,407.96
000773	CENTRAL COAST LANDSCAPE	107157	04/22/16	383.00
001051	COASTAL EVERGREEN CORP	107158	04/22/16	850.00
002091	COMCAST	107159	04/22/16	273.34
003028	COMMERCIAL TRUCK CO	107160	04/22/16	238.91
000761	COMMUNITY BRIDGES	107161	04/22/16	2,226.75
001546	CRAIG/ROBERT J	107162	04/22/16	500.00
001103	CREATIVE FORMS & CONCEPT	107163	04/22/16	713.91
003333	D&R ELECTRONICS	107164	04/22/16	3,393.50
000318	DEPT OF TRANSPORTATION	107165	04/22/16	1,119.88
001537	DYNAMIC PRESS	107166	04/22/16	172.61
003248	EARTHWORKS	107167	04/22/16	7,180.00
003286	ENCOMPASS YOUTH SERVICES	107168	04/22/16	272.00
003286	ENCOMPASS YOUTH SERVICES	107169	04/22/16	397.00
003035	FELTON DENTAL CENTER	107170	04/22/16	232.00
003253	FIRST ALARM	107171	04/22/16	129.60
000375	FIRST ALARM SECURITY & P	107172	04/22/16	81.15
003083	FONG/MICHAEL	107173	04/22/16	114.00
003502	FREITAS & FREITAS	107174	04/22/16	9,350.00
000895	GRANITE CONSTRUCTION CO	107175	04/22/16	233.43
001572	HAAS/ROGER	107176	04/22/16	60.00
000604	HOHMANN/JOHN V.	107177	04/22/16	520.00
.15033	HRCPM	107178	04/22/16	84.00
000066	KING'S PAINT & PAPER	107179	04/22/16	860.59
001992	KOSMONT COMPANIES, INC	107180	04/22/16	5,455.62
000332	LABOR READY INC	107181	04/22/16	1,041.22
.15036	LESLIE'S POOL MART	107182	04/22/16	45.00
001673	LINCOLN FINANCIAL GROUP	107183	04/22/16	984.29
000079	LOCC -MONTEREY BAY DIVIS	107184	04/22/16	26.00
000284	LOGAN & POWELL, LLP	107185	04/22/16	16,000.00
003321	LOPEZ/RENE	107186	04/22/16	156.59
003477	MANN/KRISTEN	107187	04/22/16	113.40
003403	MAR-KEN INTERNATIONAL PO	107188	04/22/16	260.00
.15038	MENDOZA/FERNANDO	107189	04/22/16	75.00
003171	MICHALAK/GENE	107190	04/22/16	110.00
001404	MUNICIPAL CODE CORPORATI	107191	04/22/16	900.00
001872	NORTH CENTRAL LABORATORI	107192	04/22/16	166.03

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
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	000909 OPLAND/VALERY	107194	04/22/16	170.00	
	001787 PETRINI'S GARDENING SERV	107195	04/22/16	75.00	
	.15037 PIN CENTER/THE	107196	04/22/16	1,233.50	
	.15034 PLATINUM ROOFING INC	107197	04/22/16	191.00	
	003503 PURETEC INDUSTRIAL WATER	107198	04/22/16	760.64	
	001894 S.V. WATER DISTRICT - BU	107199	04/22/16	217.48	
	000135 SAN LORENZO VALLEY WATER	107200	04/22/16	34.00	
	001919 SANTA CRUZ BEACH BOARDWA	107201	04/22/16	1,399.00	
	001533 SANTA CRUZ COUNTY BANK	107202	04/22/16	3,426.27	
	001533 SANTA CRUZ COUNTY BANK	107203	04/22/16	360.74	
	003287 SLV ELECTRIC, INC	107204	04/22/16	3,060.00	
	.15035 STEEL SOLUTIONS	107205	04/22/16	125.00	
	002053 STEPFORD	107206	04/22/16	2,599.35	
	.15039 SUPER STEAM	107207	04/22/16	165.00	
	000153 THOMSON REUTERS-WEST	107208	04/22/16	269.86	
	001497 TURF & INDUSTRIAL EQUIP.	107209	04/22/16	615.92	
	001831 USA BLUE BOOK	107210	04/22/16	4,663.42	
	000899 VISTA CENTER FOR THE BLI	107211	04/22/16	503.50	
	003145 WAGE WORKS	107212	04/22/16	199.00	
	000443 WALPOLE/STEVE	107213	04/22/16	105.00	
	003166 WISDOM/ANGIE	107214	04/22/16	190.00	
	001625 YOSHIDA DDS/NOREEN	107215	04/22/16	827.50	
	GENERAL CHECKING ACCOUNT			211,022.23	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				211,022.23

RECORDS PRINTED - 000138

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	150,829.13
004	RECREATION	13,955.25
010	WASTEWATER OPERATIONS	20,840.91
011	TERTIARY TREATMENT PLANT	263.50
012	WASTEWATER CAPITAL RESERVE	10,240.00
023	SVRDA SUCCESSOR AGENCY	5,615.62
025	GENERAL TRUST	1,233.50
028	SENIOR CENTER	1,386.74
050	PINEWOOD EST LNDSCP MAINT DT	417.00
112	DENTAL INS INTERNAL SERV	1,606.50
123	COMMUNITY FACILITY CENTER	1,240.58
306	SUPPL LAW ENFORCEMENT SRVS	3,393.50
TOTAL ALL FUNDS		211,022.23

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	211,022.23
TOTAL ALL BANKS		211,022.23

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: May 4, 2016

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

SUBJECT: APPROVAL OF FIREWORKS CONTRACT

SUMMARY OF ISSUE

The City has contracted with Pyro Spectaculars North, Inc. for last five years July 4 events. Staff is recommending approval of the attached agreement with Pyro Spectaculars North, Inc. for the July 4, 2016, event.

Pyro Spectaculars North, Inc. has done shows locally for the City of Santa Cruz and Capitola, as well as larger events for the San Francisco Giants and Oakland Athletics. This year's show for Scotts Valley will again be approximately 20 minutes and will have a larger finale, more salutes, and a gold segment representing the City's 50th birthday. It will include a total of 2,556 shots/shells, which is an increase over last year by 774, and be accompanied by music. The total cost is \$16,500, half of which is due by May 20 and the other half after July 4. The cost of the fireworks is paid by the Advocates from donations and entry tickets to the event. This is the major fundraiser event for the Advocates, a non-profit 501(c)(3) organization which has helped with playground equipment and other parks and recreational needs in the City.

FISCAL IMPACT

The total cost of the fireworks display is \$16,500. This cost will be paid from funds from the Scotts Valley Parks and Recreation Advocates, donations, and proceeds from the fireworks event. No General Fund monies are involved.

STAFF RECOMMENDATION

The City Council to approve the fireworks agreement between Pyro Spectaculars North, Inc. and the City of Scotts Valley and authorize the City Manager to sign the agreement.

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PYRO
SPECTACULARS
by Souza

Pyrotechnic Proposal for

City of Scotts Valley

July 04, 2016

PYRO
SPECTACULARS
by Souza

April 21, 2016

City of Scotts Valley
Kristin Ard
361 Kings Village Road
Scotts Valley, CA 95066

Dear Ms. Ard,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 04, 2016 event. The following proposal outlines your custom designed Program "A" for the amount of \$16,500.00. The various fireworks elements provided are prepared to shoot from the Dirt Lot West of the City Park for 20 minutes.

Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by May 20, 2016 along with your deposit.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Carina Herrera at (909) 355-8120 ext. 239.

Sincerely,
PYRO SPECTACULARS NORTH, INC.



Jeff Thomas
PYRO Show Producer

JT/mc

Enclosures

www.pyrospec.com



Pyro Spectaculars North, Inc.

P.O. Box 6775 • Oakland, CA 94603 • Phone: (510) 397-2055 • Fax: (510) 397-2048

003

Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Product Synopsis • Pyrotechnic Proposal

City of Scotts Valley

PROGRAM A – July 04, 2016

\$16,500.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Opening Salutes	30 Shots
◆ 3" Souza Designer Opening Salutes	10 Shots

Total of Opening 40

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 2.5" Souza Designer Selections	150 Shots
◆ 3" Souza Designer Selections	200 Shots

Total of Main Body - Aerial Shells 350

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Gold Line Custom Multishot Device	300 Shots
◆ Sousa Platinum Line Custom Multishot Device	100 Shots
◆ Sousa Sapphire Line Custom Multishot Device	298 Shots
◆ Sousa Emerald Line Custom Multishot Device	400 Shots
◆ Sousa Ruby Line Custom Multishot Device	360 Shots
◆ Sousa Silver Line Custom Multishot Device	213 Shots

Total of Pyrotechnic Devices 1,671

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 2" Souza Designer Bombardment Shells	100
◆ 2.5" Souza Designer Bombardment Shells	180
◆ 3" Souza Designer Bombardment Shells	215

Total of Grand Finale 495

Grand Total 2,556



The World of Pyro Spectaculars at your Service!



Explosive Entertainment For all types of events

Full Service Productions

Creative Show Design
Music and Theme Selection
Permit Applications
Insurance and Licensing
Set up and delivery

Products & Effects

Sky Concerts™
SOUSA™ Fireworks Brand
Indoor Stage /Close Proximity Pyro
Custom Logos
Propane Effects
Cryogenics
Confetti and Streamers

Value Added Services

**In-House
Digital Recording Studio**
State of the Art Equipment
24 hour Support Staff
**Pyro University Safety and Training
Courses**
Fire Department Liaison

Consultation Services

Pyro-Program Development
Display Site Surveys
Innovative Product Development
Safety Analysis

Our Commitment

FROM THE DESK OF

James Souza

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

James R. Souza

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2016, by and between **Pyro Spectaculars North, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Scotts Valley**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 04, 2016**, at approximately **9:30 PM**, at **Dirt Lot West Of City Park; 361 Kings Village Road, Scotts Valley, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$16,500.00 USD (SIXTEEN THOUSAND FIVE HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$8,250.00 USD (EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$8,250.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **May 20, 2016**. The balance of the Fee shall be paid no later than **July 05, 2016**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **SCOTTS VALLEY FIRE DISTRICT**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Scotts Valley, 361 Kings Village Road, Scotts Valley, CA 95066.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Scotts Valley
Program A
July 04, 2016
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 20, 2016
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

By: 
Its: President

City of Scotts Valley

By: _____

Its: _____

Print Name

SHOW PRODUCER: Jeff Thomas

SCOPE OF WORK
PYRO SPECTACULARS NORTH, INC. ("PYRO")
and
City of Scotts Valley ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 04, 2016, at approximately 9:30 PM at Dirt Lot West Of City Park; 361 Kings Village Road, Scotts Valley, CA .
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$2,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: May 4, 2016
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: **JAZZERCISE SITE RENTAL AGREEMENT**

SUMMARY OF ISSUE

Jazzercise has requested the use of the Community Center from 6-11am, and Monday through Friday, 5-7pm Monday, Tuesday, Thursday, and Friday. The proposed rental agreement would be for a period of one year, May 1st to April 30th. The rental fee is 25% of the gross receipts for all classes offered, averaging a minimum monthly fee of \$630.00. The use of the Community Center will accommodate growth of Jazzercise classes.

FISCAL IMPACT

Minimum \$7560 annual revenue.

STAFF RECOMMENDATION

Approve the Site Rental Agreement between the City of Scotts Valley and Jazzercise.

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Site Rental Agreement

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SITE RENTAL AGREEMENT

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Landlord," and JAZZERCISE (Melanie Shriver Mulder), hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 360 Kings Village Rd., Scotts Valley on which the Scotts Valley Community Center is located (the "Site").

2. Tenant desires to use the Site for exercises classes on a regular basis.

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

AGREEMENT

A. **PREMISES:** Landlord hereby rents to Tenant and Tenant hereby rents from Landlord from 6am to 11am, Monday through Friday, 5pm to 7pm Monday, Tuesday, Thursday and Friday at the Community Center main room (referred to as the "Premises"). However, in the event Landlord receives a paid reservation for the Premises during one of the times listed above, the Landlord may notify Tenant of such reservation no later than one week prior to the class, and Tenant shall have no rights to use the Premises during that time. Tenant shall have the right to use the Premises at other times, provided it requests such right to use the Premises no later than one week prior to the requested time and the Premises are not already committed to another party by Landlord.

B. **USE OF PREMISES:**

1. **Permitted Uses.** Landlord hereby grants permission to Tenant to occupy the Premises for exercise classes.

2. **Site Facilities.** Tenant shall not make any improvements to the Premises without the prior written consent of the Recreation Division Manager. Any equipment necessary for Tenant's operations shall be provided by Tenant and removed at the end of each class.

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

C. **TERM:** The Term ("Term") of this Agreement shall be for one year, and shall commence on May 1, 2016, and shall terminate on April 30, 2017, unless sooner terminated as provided herein.

D. **RENT:** Tenant agrees to pay Landlord, as Rent for the Premises, 25% of the gross receipts for all classes offered at the Premises. Such payment shall be made in arrears on the fifth of each and every calendar month during the Term to the party and at the address designated in Section G. Such payment shall be accompanied by an income report documenting the income earned by Tenant during that previous month. Landlord shall have the right to audit the books of Tenant to confirm the accuracy of the monthly payment.

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

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

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

Landlord:

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

Tenant:

Melanie Shriver Mulder
DBA Jazzercise
P.O. Box 245
Mt. Hermon Rd. #M134
Scotts Valley, CA 95066
Tel: (805) 801-9620

Handwritten signature and initials in the bottom right corner of the page.

H. LIABILITY AND INDEMNITY:

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

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

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

J. **MAINTENANCE OF PREMISES:** Tenant shall not do anything to cause any damage to the Site. In the event damage is caused by Tenant or any of its customers, Tenant shall promptly repair the damage at its sole cost and expense.

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

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

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

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

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

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

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

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

M. LANDLORD'S REMEDIES:

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

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

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

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

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

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

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

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

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

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

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

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

R. **WAIVER:** The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or

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

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

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

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

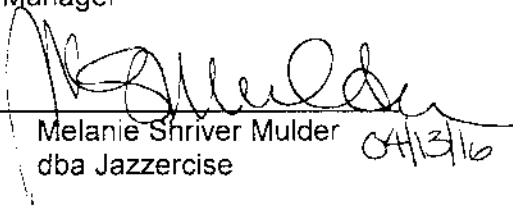
V. MISCELLANEOUS: This Agreement and any attached exhibits and addenda, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Agreement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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement
as of April 10, 2016

LANDLORD:
CITY OF SCOTTS VALLEY

By: _____
Chuck Comstock
City Manager

By: _____
Its: _____

TENANT: 
Melanie Shriver Mulder
dba Jazzercise 04/13/16

City of Scotts Valley

CITY COUNCIL STAFF REPORT

DATE: May 4, 2016

TO: Honorable Mayor and City Council

FROM: Scott Hamby, Public Works Director

SUBJECT: HWY 17 ACCESS MANAGEMENT PLAN - STEERING COMMITTEE APPOINTMENT

SUMMARY OF ISSUE

At Council's last meeting on April 20, Caltrans District 5 representatives presented a status update on the Hwy 17 Access Management Plan (AMP). The Hwy 17 AMP is a long-range plan that will provide access management strategies and recommendations to address access, mobility, and safety needs in the Hwy 17 corridor.

In addition to the presentation, Caltrans extended an invitation to the City Council to appoint a representative for the City of Scotts Valley to sit on the Hwy 17 AMP Steering Committee. The Steering Committee plans to meet again in late summer or early fall to discuss findings from the second phase of public workshops and to discuss finalization of the AMP.

The current Steering Committee is made up of the following members:

- Caltrans: Aileen K. Loe, Deputy District Director, District 5
- Santa Cruz County: John Leopold, Supervisor, District 1
- Santa Cruz County: Bruce McPherson, Supervisor, District 5
- SCCRTC: George Dondero, Executive Director

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Appoint member of the City Council to serve on the Hwy 17 AMP Steering Committee.

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Highway 17 Access Management Plan Fact Sheet

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HWY 17 ACCESS MANAGEMENT PLAN

SUMMARY

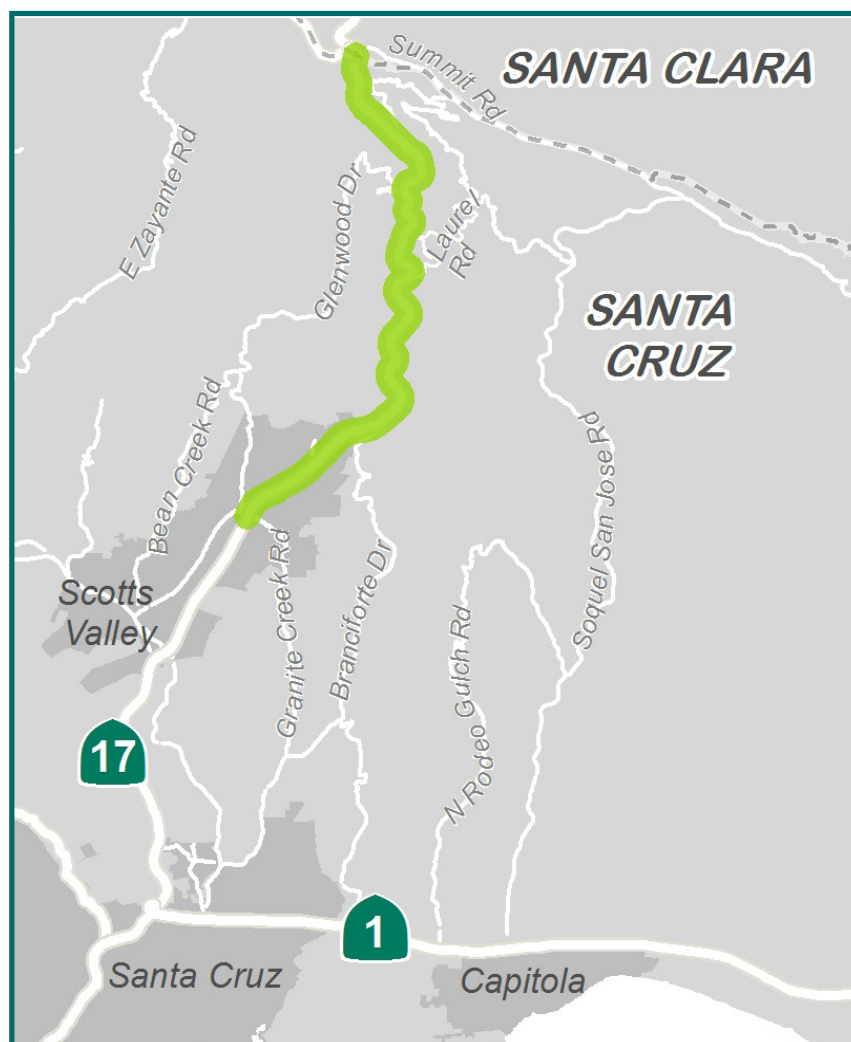
The purpose of the Highway 17 Access Management Plan (Hwy 17 AMP) is to develop access management strategy recommendations to address access, mobility, and safety needs in the Hwy 17 corridor. These recommendations are intended to help preserve the functional integrity of the corridor as a safe and efficient interregional corridor.

STUDY ROLE

The strategies, recommendations, and concepts identified in this plan are intended to be considered for inclusion in future fiscally-constrained Regional Transportation Plans. The strategies will include cost estimate ranges as well as a financial plan for implementation. This plan will allow Caltrans and its transportation planning partners to proactively manage the existing and future access along the corridor. The plan will also be used as an integral tool for promoting environmental and economic sustainability for the communities along the corridor.

STUDY AREA LIMITS

The study area limits begin in the city of Scotts Valley at the Granite Creek Road interchange and extend north to the Santa Cruz-Santa Clara county line. This segment of the corridor is 7.1 miles in length. The study area operates as a conventional highway without control of access, meaning traffic flow may be interrupted by intersections, driveways, and traffic signals. Caltrans' will maintain the corridor as a conventional highway with strategic access management.



study process

System and regional transportation planning analysis and studies precede initiation of studies of a specific transportation improvement project.



Hwy 17 AMP



Identify Project in Fiscally
Constrained Regional
Transportation Plan



Project
Study Report



PROJECT TEAM OVERVIEW

The success of a corridor-wide approach is dependent on partnerships with a variety of groups and local agency partners to develop recommended strategies for Hwy 17 AMP.

- **Lead Agency:** Caltrans, District 5
- **Key Local Partners:**
 - Santa Cruz County
 - Santa Cruz County Regional Transportation Commission (SCCRTC)



STEERING COMMITTEE

The Steering Committee is a **high-level leadership group** that provides guidance on the overarching vision and direction of the plan.

- **Caltrans:** Aileen K. Loe, Deputy District Director, District 5
- **Santa Cruz County:** John Leopold, Supervisor, District 1
- **Santa Cruz County:** Bruce McPherson, Supervisor, District 5
- **SCCRTC:** George Dondero, Executive Director

The Steering Committee members have developed a **Study Charter**. The Charter establishes a shared commitment and identifies roles and responsibilities for the project. It also serves as a framework for cooperation and coordination beyond the study to ensure the long-term efficiency of the local and state transportation systems.



PROJECT DEVELOPMENT TEAM

The Project Development Team (PDT) is a **staff-level** group of public agencies and Caltrans functional units to provide local and technical expertise, including:

- **Caltrans**
- **California Highway Patrol (CHP)**
- **County of Santa Cruz**
- **SCCRTC Transportation Planning**
- **City of Scotts Valley**

69%

of corridor management studies have used some kind of cooperative agreement (Transportation Research Board).



PUBLIC AND STAKEHOLDERS

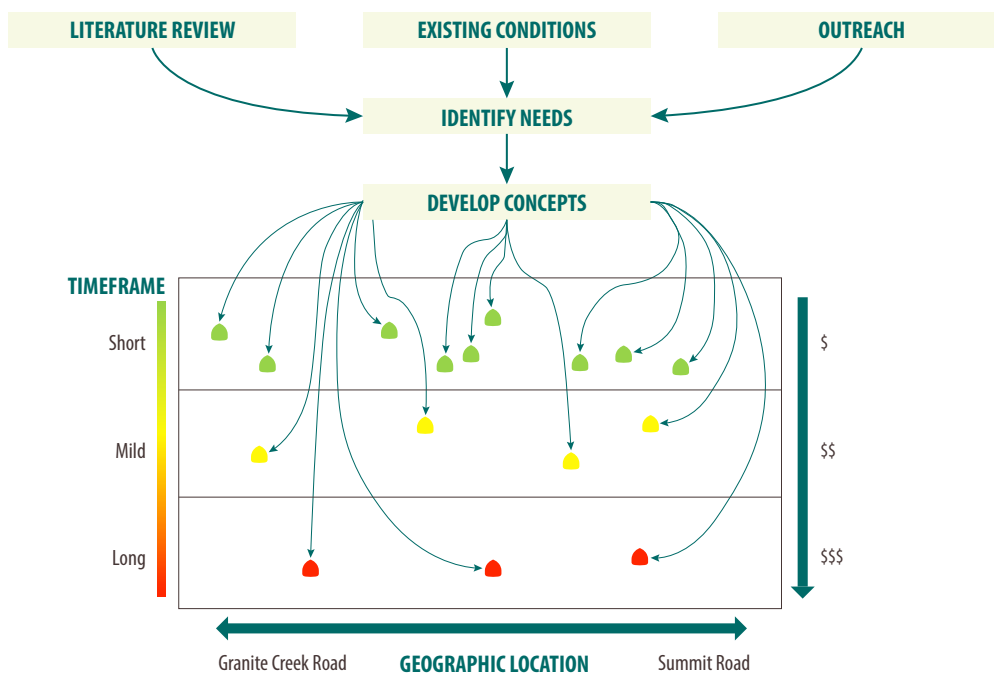
Success hinges on **robust public and stakeholder involvement** that includes:

- Sourcing of goals and solutions from the community.
- Community-guided decision making.
- Implementation of a state-of-the-art public engagement strategy facilitated by MIG, a planning and public engagement firm, to include multiple platforms of engagement.



WORK PLAN

The final concepts and strategy recommendations will be based on the output from three activities: literature review and best practices; existing conditions and access management characteristics; and public outreach and engagement.



LEGEND

● **Small Scale / Low Cost / Short Term**



Median barrier, etc.

● **Medium Scale / Medium Cost / Interim**



Driveway Consolidation, etc.

● **Large Scale / High Cost / Long Term**



Grade Separation (Interchange, Overcrossing, Undercrossing)

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

DATE: May 4, 2016

TO: Honorable Mayor and City Council

FROM: Chuck Comstock, Acting City Manager

SUBJECT: **PUBLIC HEARING TO CONSIDER ADJUSTMENTS TO
VARIOUS POLICE, ADMINISTRATIVE, FACILITY RENTAL,
AND RECREATION FEES**

SUMMARY OF ISSUE

Once a year at this time the City reviews and adjusts the City fee structure. All fees except recreation, park facilities, and the Community Center are listed on the attached Exhibit A to Resolution No. 1198.65. They are normally adjusted by the consumer price index (CPI). The recreation, park facility, and Community Center fees are discussed separately and are attached to Resolution No. 1593.19.

The CPI the City uses is the San Francisco Bay Area-All Urban Consumers. For the year ended February 2016 the CPI rate was 3%. If this percentage was applied to the existing fees, the amount of each fee increase can be seen on Exhibit A to Resolution 1198.65. Staff is recommending the CPI increase of 3% this year.

The recreation fees are discussed below and are attached to Resolution No. 1593.19.

Recreation / Park Facilities / Community Center / Senior Center Fees:

A recap of the recreation, park facilities, Community Center, and Senior Center fees are listed on the attached Exhibit A to Resolution No. 1593.19. For this upcoming fiscal year, staff is recommending the following changes for Recreation.

For 2016-17 staff is recommending increases to the childcare fees and other fees that were not increased or added in the last two years. Fees are usually evaluated and increased every other year, however childcare fees along with some other fees had not been raised for the past four years to stay competitive with other programs in the area. The amount of each fee increase can be seen on Exhibit A to Resolution 1593.19. Staff is recommending the increases this year.

No changes are recommended for the rental fees for the Park Facilities, Community Center, or Senior Center at this time.

FISCAL IMPACT:

By adjusting the fee schedule, the City's fees will be more reflective of the actual cost to provide those services. The new fees will be effective in 60 days following City Council adoption, or July 3, 2016, except for the Recreation fees which will be effective in 30 days, or June 6, 2016.

STAFF RECOMMENDATION:

1. That Council adopt Resolution 1198.65 amending certain fees and charges for City police and administration to be effective July 3, 2016.
2. That Council adopt Resolution 1593.19 amending fees and charges for recreation services, to be effective June 6, 2016.

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RESOLUTION NO. 1198.65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SCOTTS VALLEY AMENDING CERTAIN FEES AND CHARGES
FOR CITY POLICE, ADMINISTRATIVE, FACILITY RENTAL, PLANNING,
BUILDING, AND PUBLIC WORKS SERVICES**

WHEREAS, Resolution No. 1198.10 establishing a Schedule of Fees and Charges for City Services was adopted by the City Council of the City of Scotts Valley on June 6, 1990;

WHEREAS, the City Council has amended the Schedule of Fees and Charges for City Services by Resolution from time to time since June 6, 1990;

WHEREAS, the City is desirous of further amending the Schedule of Fees and Charges;

WHEREAS, heretofore the City Council adopted Ordinance No. 138.1 on October 3, 1990, amending Ordinance No. 138 relating to the establishment of a fee and service charge revenue/cost comparison system;

WHEREAS, pursuant to Section 3.40.040 (a) of Ordinance No. 138, rates of fees and charges to be charged and collected in order to recover the percentage of costs reasonably borne in providing City services shall be set by resolution; and pursuant to Section 3.40.050 and 3.40.060 of said ordinance, any new or increased charges are to be set after public hearing and notice as required in said sections; and

WHEREAS, notice of time and place of public hearing, including a general explanation of the matter to be considered has been provided in compliance with the provisions of said ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section I. Fee Schedule Adoption The "Schedule of Fees and Charges" is hereby amended as stated in Exhibit A to this Resolution.

Section 2. Effective Date This Resolution shall take effect 60 days following its adoption.

This resolution was duly and regularly adopted and passed by the City Council of the City of Scotts Valley, California, at a regular meeting thereof held on the 4th day of May, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Donna Lind, Mayor

ATTEST: _____
Tracy Ferrara, City Clerk

CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PLANNING DEPARTMENT FEES</u>		
Application Intake & File Maintenance		
Minor or Singular Discretionary Permit Applications	\$ 72 per Planning application	\$ 74 per Planning application
Major Discretionary Permits or Multiple Applications Filed for One Project	\$ 139 per Planning application	\$ 143 per Planning application
Annexation Fee	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
Amendment	Minor: \$ 839 per hearing Major: \$ 139 per hour	\$ 864 per hearing \$ 143 per hour
Appeal Processing:	25% of original permit fee or approved application with minimum of \$139	25% of original permit fee or approved application with minimum of \$143
Bee Keeping Permit	\$ 139	\$ 143
Certificate of Compliance	\$ 700 plus any research required by City Attorney billed at hourly rate.	\$ 721 plus any research required by City Attorney billed at hourly rate.
Code Compliance	\$ 139 per hour	\$ 143 per hour
Cultural Resource Alteration	\$ 839	\$ 864
Design Review: Commercial / Industrial	\$ 839	\$ 864
Residential	\$ 839	\$ 864
Residential with hillside	\$ 1,120	\$ 1,154
+ Per Each Additional 100 SQ FT in excess of 1,000 SQ FT of building for parcels to be developed with structure	\$ 5	\$ 5
Freestanding Signs & Sign Programs	\$ 347	\$ 357
Signs with Staff Level Review	\$ 139	\$ 143
Development Agreement	\$ 3,500 minimum fee for up to 25 hours of processing. \$139/ hour to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing. \$143/ hour to be charged after first 25 hours.
Environment Assessment	\$ 139	\$ 143
Environmental Impact Report, Administration	\$ 3,500 plus 15% of contract cost	\$ 3,605 plus 15% of contract cost
Final Inspection	\$ 315	\$ 324

CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PLANNING DEPARTMENT FEES (cont'd)</u>		
Fish & Game Certification:		
City Filing Fee	\$ 139	\$ 143
F & G Negative Declaration Fee	As set by Fish and Game	As set by Fish and Game
F & G EIR Fee	As set by Fish and Game	As set by Fish and Game
General Plan Amendment	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
General Plan Maintenance	\$ 0.0046 per \$1 building valuation (all building permits)	\$ 0.0047 per \$1 building valuation (all building permits)
Historical Landmark Determination	\$ 1,120	\$ 1,154
Home Occupation Review	\$ 87	\$ 90
IPHCP Certificate of Inclusion	\$ 315	\$ 324
Land Divisions:		
Subdivision / Tentative Map Entitlement (5 lots or more)	\$ 3,500 minimum fee for up to 25 hours of processing, plus \$77 per lot. \$139/hr to be charged after first 25 hrs.	\$ 3,605 minimum fee for up to 25 hours of processing, plus \$79 per lot. \$143/hr to be charged after first 25 hrs.
Subdivision / Tentative Map Recordation Approval (5 lots or more)	\$ 1,120 minimum fee for up to 8 hours of processing, \$139/hr to be charged after first 8 hours.	\$ 1,154 minimum fee for up to 8 hours of processing, \$143/hr to be charged after first 8 hours.
Minor Land Division / Parcel Map - Tentative (4 lots or less)	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
Minor Land Division / Parcel Map - Final (4 lots or less)	\$ 559 minimum fee for up to 4 hours of processing, \$139/hr to be charged after first 4 hours.	\$ 576 minimum fee for up to 4 hours of processing, \$143/hr to be charged after first 4 hours.
Lot Line Adjustment Review	\$ 139	\$ 143
Mitigation Monitoring	\$ 139 per hour	\$ 143 per hour
Mitigated Negative Declaration	\$ 5,606 minimum fee for up to 40 hours of processing, \$139/hr to be charged after first 40 hours.	\$ 5,774 minimum fee for up to 40 hours of processing, \$143/hr to be charged after first 40 hours.
Negative Declaration	\$ 2,804 minimum fee for up to 20 hours of processing, \$139/hr to be charged after first 20 hours.	\$ 2,888 minimum fee for up to 20 hours of processing, \$143/hr to be charged after first 20 hours.

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CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PLANNING DEPARTMENT FEES (cont'd)</u>		
Notice of Determination:		
City Filing Fee	\$ 139	\$ 143
County Fee (subject to change)	As set by County	As set by County
Planned Development	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
Preliminary Review	\$ 1,120	\$ 1,154
Public Hearing Notice and Radius Noticing:		
Planning Commission Meeting	\$ 190	\$ 196
City Council Meeting	\$ 190	\$ 196
Recordation Fee:		
City Filing Fee	\$ 139	\$ 143
County Recorder Fee (subject to change)	\$7 first page, \$3 per page after	\$7 first page, \$3 per page after
Road Name Change	\$ 139	\$ 143
Time Extension:		
Planning Commission Meeting	\$ 827	\$ 852
City Council Meeting	\$ 1,113	\$ 1,146
Tree Removal Permit - Heritage Tree	\$ 669	\$ 689
- Protected Tree	\$ 50	\$ 50
Use Permit:		
Commercial or Industrial - Minor	\$ 827	\$ 852
Commercial or Industrial - Major	\$ 1,397	\$ 1,439
Residential	\$ 827	\$ 852
Variance Application	\$ 2,100	\$ 2,163
Zone Change	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
Zoning Ordinance	\$ 19	\$ 20
Zoning Ordinance Amendment	\$ 3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.	\$ 3,605 minimum fee for up to 25 hours of processing, \$143/hr to be charged after first 25 hours.
Zoning Plan Check:		
Over the counter	\$ 72	\$ 74
Minor	\$ 347	\$ 357
Major	\$ 559	\$ 576
Hillside	\$ 700	\$ 721
Zoning Research / Letters	\$ 139 per hour	\$ 143 per hour

CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>BUILDING DEPARTMENT FEES</u>		
Application Intake & File Maintenance: Building Permit	\$ 72 per Building application	\$ 74 per Building application
Appeal Processing-Building:	25% of original permit fee or approved application with minimum of:	25% of original permit fee or approved application with minimum of:
City Council Appeals	\$ 86	\$ 89
Board of Appeals appeal	\$ 86	\$ 89
Demolition permit	\$ 182	\$ 187
Energy & handicapped accessibility regs.		
Residential	\$ 62	\$ 64
Commercial	\$ 185	\$ 191
Green Building Education Fund	\$ 0.0025 per \$1 building valuation (all building permits)	\$ 0.0025 per \$1 building valuation (all building permits)
Grading Inspection (residential)	\$ 182	\$ 187
Grading Inspection (commercial)	\$ 365	\$ 376
Change of Occupancy Permit	\$ 161	\$ 166
Final Occupancy Review	\$ 111	\$ 114
Other misc. inspections & reinspections	\$ 90	\$ 93
Re-roof permit	\$ 276	\$ 284
Plan/permit revision	\$ 139	\$ 143
Septic tank inspection	\$ 185	\$ 191
Sewer Lateral Connection Inspection	\$ 185	\$ 191
Records research - building (per hour)	\$ 139 per hour	\$ 143 per hour

CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PUBLIC WORKS - Engineering Division</u>		
Annexation	\$ 871	\$ 897
Application Intake Fee - Final Map	\$ 72	\$ 74
Design Review: Commercial / Industrial	\$ 51	\$ 53
Residential	\$ 51	\$ 53
Residential with hillside	\$ 72	\$ 74
Development Agreement	\$ 249	\$ 256
Environmental Impact Report, Administration	\$ 420	\$ 433
General Plan Amendment	\$ 177	\$ 182
Land Divisions:		
Subdivision / Tentative Map		
Entitlement (5 lots or more)	\$ 1,189	\$ 1,225
Subdivision / Tentative Map Recordation		
Approval (5 lots or more)	\$ 378	\$ 389
Minor Land Division / Parcel Map		
(4 lots or less)	\$ 534	\$ 550
Minor Land Division / Parcel Map Record		
Approval (4 lots or less)	\$ 107	\$ 110
Lot Line Adjustment (or Lot Merger)	\$ 800 plus recording fee	\$ 824 plus recording fee
Mitigated Negative Declarations	\$ 279	\$ 287
Use Permit		
Commercial or Industrial - Minor	\$ 182	\$ 187
Commercial or Industrial - Major	\$ 311	\$ 320
Residential	\$ 182	\$ 187
Variance	\$ 72	\$ 74
Certificate of Correction	\$ 559	\$ 576
Easement/Abandonment Request	\$ 3,576	\$ 3,683
Encroachment Permit	greater of 6% of cost of improvement or \$99	greater of 6% of cost of improvement or \$102
Public Improvement Plan Check (per page)	\$ 179 per page	\$ 184 per page
Parcel Map or Amending Parcel Map Check	\$ 1,978 + any actual surveyor cost over \$1,117	\$ 2,037 + any actual surveyor cost over \$1,151
Final Map or Amending Final Map Check	(\$1,978 + \$172 per lot over 4) + (any actual surveyor costs over \$1,103 + \$138 per lot over 4)	(\$2,037 + \$177 per lot over 4) + (any actual surveyor costs over \$1,136 + \$142 per lot over 4)

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PUBLIC WORKS - Engineering Division (cont'd)</u>		
Flood Hazard Confirmation	\$ 63	\$ 65
House Moving Permit	\$ 2,369	\$ 2,440
On-site Civil Permit Up to \$500,000	greater of 6% of cost of improvement or \$87	greater of 6% of cost of improvement or \$87
\$500,000 to \$1,000,000	\$30,000+3% over \$500,000	\$30,000+3% over \$500,000
\$1,000,000 plus	\$45,000+2% over \$1,000,000	\$45,000+2% over \$1,000,000
Reversion to Acreage	\$ 341	\$ 351
Revision to Plan Check	\$ 139	\$ 143
Retrieval of Illegal Signs	\$ 41	\$ 42
Segregation of Assessment	\$ 86	\$ 89
Plus: Per Lot	\$ 2 per Lot	\$ 2 per Lot
Storm Water Compliance Review Fee (per page)	\$ 179	\$ 184
Waiver of Traffic Impact	\$ 1,563	\$ 1,610
Wide and Overweight Vehicle	\$ 31	\$ 32
Records research - engineering (per hour)	\$ 139 per hour	\$ 143 per hour
Miscellaneous Hourly Rate	\$ 139 per hour	\$ 143 per hour
 <u>WASTEWATER OPERATIONS</u>		
Discharge report review	\$ 365	\$ 376
Wastewater stoppage investigation	\$ 84 per hour	\$ 87 per hour
Direct Discharge Permit	\$ 127 per hour	\$ 131 per hour

CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
POLICE		
Police alarm services		
Business Subscribers:		
Annual subscriber registration fee	\$ 30	\$ 31
Fourth false alarm in one month	\$ 37	\$ 38
Fifth false alarm in one month	\$ 43	\$ 44
Sixth false alarm in one month	\$ 58	\$ 60
Any false alarm over six	\$ 82	\$ 84
Residential Subscribers:		
Annual subscriber registration fee	\$ 30	\$ 31
Fourth false alarm in one month	\$ 36	\$ 37
Fifth false alarm in one month	\$ 42	\$ 43
Sixth false alarm in one month	\$ 80	\$ 82
Auto Impound	\$ 96	\$ 99
Auto Repo Release	\$ 15	\$ 15
Auto Abatement	\$ 171	\$ 176
Bingo Games License Fee	\$ 82	\$ 84
Clearance Letter	\$ 38	\$ 39
Computer run (police)	\$ 44	\$ 45
DUI Emergency Response	\$ 2.10 per minute, per officer	\$ 2.16 per minute, per officer
Parking Citations Copies:		
- single-sided	\$ 0.12 per page	\$ 0.12 per page
- double-sided	\$ 0.15 per page	\$ 0.15 per page
Police Photograph Sale:		
- Polaroid	\$ 2.50 per photo	\$ 2.58 per photo
- Digital	\$ 0.25 per photo	\$ 0.26 per photo
Police Report - single-sided page	\$ 0.12 per page	\$ 0.12 per page
- double-sided page	\$ 0.15 per page	\$ 0.15 per page
Special security service incurred in responding to loud or unruly gathering following 1st response	\$ 2.10 per minute, per officer	\$ 2.16 per minute, per officer
Speed Surveys (per street):		
- single-sided page	\$ 0.12 per page	\$ 0.12 per page
- double-sided page	\$ 0.15 per page	\$ 0.15 per page
Taxicab Driver's Permit	\$ 79	\$ 81
Firearms:		
CCW permit - 2 yr standard permit (new)	\$ 190	\$ 190
CCW permit - 2 yr standard (renewal)	\$ 42	\$ 42
CCW permit - 3 yr judge permit (new)	\$ 90	\$ 90
CCW permit - 3 yr judge (renewal)	\$ 59	\$ 59
1-3 firearms surrendered	\$ 65	\$ 65
4-6 firearms surrendered	\$ 96	\$ 96
7-9 firearms surrendered	\$ 128	\$ 128
10 and above firearms surrendered	\$ 150 + \$12 per weapon over 10	\$ 150 + \$12 per weapon over 10
Filing Fee for an appeal to the City Council of firearms decision by Chief of Police	\$ 38	\$ 39

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 3, 2016**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>MISCELLANEOUS & ADMINISTRATIVE</u>		
Entertainment permit	\$ 62	\$ 64
Entertainment permit renewal	\$ 27	\$ 28
City overhead	15%	15%
Rental of council chambers	\$ 20 per hour	\$ 21 per hour
Solicitor's Permit	\$ 30 per day, per person	\$ 31 per day, per person
Occasional Sales Permit	\$ 10	\$ 10
Returned check charges	\$ 11	\$ 11
COBRA health administrative fee	2% of health premium	2% of health premium
Notary service fee	\$ 10 per signature	\$ 10 per signature
<u>MISCELLANEOUS DUPLICATION</u>		
Sale of Aerial Photo Copies - full page	\$ 1.25 per page	\$ 1.29 per page
- 1/4 page	\$ 1.25 per page	\$ 1.29 per page
Video Tape Duplication	\$ 4.80 per VHS Tape	\$ 4.94 per VHS Tape
Audio tape duplication	\$ 2.00 per tape	\$ 2.06 per tape
Digital copies on CD's	\$ 0.25 per CD	\$ 0.26 per CD
Digital copies on DVD's	\$ 0.75 per DVD	\$ 0.77 per DVD
Photocopies - other:		
- single-sided page	\$ 0.12 per page	\$ 0.12 per page
- double-sided page	\$ 0.15 per page	\$ 0.15 per page
Map blueprint copies (24x36 & up)		
- Copied by City	\$ 1.25 per page	\$ 1.29 per page
- copied by vendor	Vendor cost	Vendor cost
<u>MISCELLANEOUS DEPT. DOCUMENTS</u>		
Residential Design Handbook	\$ 6	\$ 6
<u>ELECTIONS</u>		
Petition Filing Fee	\$ 200	\$ 200

RESOLUTION NO. 1593.19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SCOTTS VALLEY AMENDING CERTAIN FEES AND
CHARGES FOR CITY RECREATION SERVICES**

WHEREAS, Resolution No. 1198.10 establishing a Schedule of Fees and Charges for City Services was adopted by the City Council of the City of Scotts Valley on June 6, 1990;

WHEREAS, the City Council has amended the Schedule of Fees and Charges for City Services by Resolution from time to time since June 6, 1990;

WHEREAS, the City is desirous of further amending the Schedule of Fees and Charges;

WHEREAS, heretofore the City Council adopted Ordinance No. 138.1 on October 3, 1990, amending Ordinance No. 138 relating to the establishment of a fee and service charge revenue/cost comparison system;

WHEREAS, pursuant to Section 3.40.040 (a) of Ordinance No. 138, rates of fees and charges to be charged and collected in order to recover the percentage of costs reasonably borne in providing City services shall be set by resolution; and pursuant to Section 3.40.050 and 3.40.060 of said ordinance, any new or increased charges are to be set after public hearing and notice as required in said sections; and

WHEREAS, notice of time and place of public hearing, including a general explanation of the matter to be considered has been provided in compliance with the provisions of said ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Fee Schedule Adoption The "Schedule of Fees and Charges" is hereby amended as stated in Exhibit A to this Resolution.

Section 2. Effective Date This Resolution shall take effect 30 days following its adoption.

This resolution was duly and regularly adopted and passed by the City Council of the City of Scotts Valley, California, at a regular meeting thereof held on the 4th day of May, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Donna Lind, Mayor

ATTEST: _____
Tracy Ferrara, City Clerk

CITY OF SCOTTSDALE CURRENT FEE SCHEDULE		2016	PROPOSED FEE SCHEDULE
RECREATION:			
Childcare school program fees - Full Time	\$3.30 / hour		\$3.50 / hour
Childcare school program fees - Part Time	\$4.05 / hour		\$4.25 / hour
Childcare school program fees for hours over part-time schedule (when scheduled as part-time)	\$15/hour until full-time cost is reached		same
Childcare school program late payment	Lesser of \$25 or cost of program		same
Childcare school program late pick-up	\$5 for 1st 15 mins. & \$10 per extra 15 min		\$5.50 for 1st 15 mins. & \$11 per extra 15 min
Childcare school program school year drop-in:			
Before School	\$6.50 / drop-in		\$7 / drop-in
Kinder Kamp	\$20 / drop-in		\$21 / drop-in
After School - regular school day	\$20 / drop-in		\$21 / drop-in
After School - minimum school day	\$30 / drop-in		\$31 / drop-in
Parents Night Out - First child	\$20		\$25
-Each additional sibling	\$15		\$20
Childcare summer program drop-in	\$65 / day		same
Childcare summer program fees - Full Time	\$3.30 / hour		same
Childcare summer program fees - Part Time	\$4.05 / hour		same
FIELDS:			
Ballfields for season:			
Youth/non-profit	\$10/player		\$11/player
Adult resident	\$20/player		\$21/player
Adult non-resident	\$30/player		\$31/player
Private facility use	per schedule		per schedule
Administration fees	\$5		\$6
SPORTS:			
Open Gym	\$3		\$4
Adult volleyball	\$320 / team		same
Adult softball	\$525 / team		same
Youth basketball	\$65 / participant		same
Adult basketball	\$400 / team		same
Adult soccer	\$435 / team		same
Pickle Ball League	\$160 / team		same
Pickle Ball Tournament	\$30 / 2-player team		same
Forfeit fee (team)	\$25		same
Protest fee (refunded if protest upheld)	\$10		same
Swimming lesson (8 lessons)	\$60		\$62
Private Swimming lesson (6 lessons)	\$100		\$103
Swim Punch Card (10 punches)	\$25		\$26
Open recreational swim	\$3		same
Twilight Swim	\$10 / person		same
Practice Swim (3 week session)	15 / per person		same
Tennis (4 lessons)	\$63		\$65
Tennis lights key rental per 3 months	\$20		\$21
Tennis Tournament	\$30		same
Adult Dodgeball	\$205 / team		same
Bocce ball	\$10 / player		same
CLASSES/TRIPS:			
Classes	Cost - varied		same
Trips and tours	Cost - varied		same
NON-RESIDENT FEES:			
Program/class amount:			
1.00 - 10.00	\$4		\$5
11.00 - 25.00	\$5		\$6
26.00 - 40.00	\$6		\$7
41.00 - 70.00	\$7		\$8
71.00 +	\$8		\$9
Sports leagues	\$10 / person		same

Scotts Valley Recreation Division Facility Rental Fee Chart

# Of People	Resident Fee	Non-Resident Fee	Deposit
up to 50	\$20/hr \$200/day	\$25/hr \$250/day	None
up to 100	\$30/hr \$300/day	\$35/hr \$350/day	None
up to 250	\$300/day	\$425/day	\$300
up to 500	\$600/day	\$850/day	\$1,000
up to 1,000	\$1,200/day	\$1,570/day	\$1,500

Siltanen Park

Community Room, Ball Fields, Group BBQ

Skypark

Birthday Gazebo, Group BBQ, Ball Fields, Recreation Room

Vine Hill, Brook Knoll

Recreation Division Modulares

Hocus Pocus

BBQ area

MacDorsa Park

BBQ/includes Gazebo

Siltanen Park Pool Fees

\$125 per 2 hrs fee includes 2 Lifeguards, 38 people max, 2 picnic tables, small BBQ

Athletic Field Lights

\$15.00/hr

Fee Charge Activities

Activities on City property that charge a fee for participation will be charged a 10% fee in addition to the rental fee

Accidental Facility Alarm Activation Fee

\$50 fee for activation of facility alarm either for non-emergency, on accident, or as a false alarm

SCOTTS VALLEY RECREATION DIVISION

	<u>Current Fee</u>	<u>Proposed Fee</u>
COMMUNITY CENTER FEES		
Hourly Rental – Resident	\$87	\$87
Daily Rental – Resident	\$950	\$950
Hourly Rental – Non Resident	\$95	\$95
Daily Rental – Non Resident	\$1,050	\$1,050
Discount for Non-Profit - 501(c)(3)	25%	25%
Cleaning Fee – No Tables and Chairs	\$150	\$150
Cleaning Fee – With Tables and Chairs	\$200	\$200
Damage Deposit	\$200	\$200
Special Event Insurance Administrative Fee	\$10	\$10
 SENIOR CENTER FEES		
Hourly Rental, Main Room – Resident	\$60	\$60
Hourly Rental, Main Room – Non Resident	\$67	\$67
Discount on Main Room for Non-Profit 501(c)(3)	\$10	\$10
Hourly Rental, Library – Resident	\$20	\$20
Hourly Rental, Library – Non Resident	\$25	\$25
Special Event Insurance Administrative Fee	\$10	\$10