



A G E N D A

Meeting of the Scotts Valley City Council

Date: September 19, 2018

Time: 6:00 p.m.

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 9-14-18 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .

ELECTED OFFICIALS	CITY STAFF MEMBERS
Jim Reed, Mayor Jack Dilles, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Donna Lind, Council Member	Jenny Haruyama, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Tony McFarlane, Administrative Services Director Daryl Jordan, Public Works Director/City Engineer Jessica Kahn, Civil Engineer Kristin Ard, Recreation Division Manager Tracy Ferrara, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

Notice regarding City Council Meetings:

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

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 PM
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PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTERS

- (1) Introduction of new Public Works Director/City Engineer, Daryl Jordan, by City Manager Haruyama
- (2) Presentation on Santa Cruz County Safe Routes to Schools Planning by Ecology Action
- (3) Presentation of Scotts Valley Arts Commission Verse in the Valley Poetry Contest Winners for 2018 by Kristin Ard, Recreation Division Manager

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.
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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.
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ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.
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CONSENT AGENDA

The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any items may do so raising their hand to be recognized by the Mayor.
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- A. Approve City Council minutes of 9-5-18
- B. Approve check registers dated 8-31-18, 9-7-18
- C. Approval documents for The Terrace Subdivision, Tract No. 1599, APN's 022-162-69 and 022-162-74:

- (1) Approve Resolution No. 1910.4, approving the Final Map for The Terrace Subdivision, Tract No. 1599, APN's 022-162-69 and 022-162-74
 - (2) Approve Resolution No. 960.85, authorizing execution of the Subdivision Improvement Agreement for the Terrace Subdivision, Tract No. 1599, Scotts Valley Drive, APN's 022-162-69 and 022-162-74
- D. Approve the First Supplement to the Amended and Restated Joint Exercise of Powers Agreement for the Santa Cruz Libraries Facilities Financing Authority (LFFA)
- E. Approve the Site Rental Agreement between the City of Scotts Valley and the Vineyard Church, for the term November 1, 2018 through October 31, 2021, and authorize the City Manager to execute the agreement
- F. Approve the Amendment to the Site Use Agreement between the City of Scotts Valley and the Scotts Valley/San Lorenzo Valley Soccer Club, for the use of Skypark and Siltanen Park, and authorize the City Manager to execute the Amendment

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.
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REGULAR AGENDA

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

1. Provide direction regarding a recommendation from the Parks and Recreation Commission to maintain Skypark Court #3 as a shared tennis/pickleball court with some minor improvements and convert Court #4 to a permanent pickleball court (Recreation Division Manager Ard)
2. 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(S)

- | | |
|-----|--|
| (1) | Conference with labor negotiator re employee negotiations with Scotts Valley Police Bargaining Unit and Scotts Valley Police Supervisors Association.
Legal Authority: Government Code Section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Administrative Services Director, Labor Consultant |
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RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKE DURING CLOSED SESSION

ADJOURNMENT

ADA NOTICE

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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MINUTES

Meeting of the Scotts Valley City Council

Date: September 5, 2018

Time: 6:00 p.m.

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 8/31/18 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvally.org .

CALL TO ORDER 6:00 PM

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

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Jim Reed, Mayor
Jack Dilles, Vice Mayor
Stephany E. Aguilar, Council Member
Randy Johnson, Council Member
Donna Lind, Council Member

CITY STAFF MEMBERS PRESENT:

Jenny Haruyama, City Manager
Kirsten Powell, City Attorney
Steve Walpole, Chief of Police
Taylor Bateman, Community Development Director
Tony McFarlane, Administrative Services Director
Jessica Kahn, Acting Public Works Director
Tracy Ferrara, City Clerk

SPECIAL SET MATTER

Mayor presented a Mayor's Proclamation honoring Jacob's Heart Children's Cancer Support Services and Childhood Cancer Awareness Month – September 2018.

Alex Dami, Jacob's Heart, received the proclamation, thanked the City for their support, and invited everyone to attend their Kidrageous Carnival event at the Watsonville City Plaza on September 23, 2018 from Noon to 5:00 pm. She also introduced the Calloway family who spoke regarding their experiences with Jacob's Heart.

COMMITTEE REPORTS

CM Aguilar reported that the Affordable Housing Subcommittee met to discuss an affordable housing agreement related to Item 2 on this agenda, which will be discussed later.

CM Lind reported that the Santa Margarita Groundwater Agency Joint Powers Authority Board held a planning meeting and received a key presentation from Piret Harmon, General Manager of the Scotts Valley Water District, regarding the status of the Santa Margarita Aquifer who reported that for a variety of reasons, water usage is at the same levels today as in the early 1990's. CM Lind stated that additional information and a Powerpoint presentation is available online at www.smgwa.org

CM Lind reported that LAFCO met and held a public hearing regarding the merger of Central Fire and Aptos/LaSelva Fire.

CITY MANAGER REPORT

Building Department: I'd like to announce that our new Building Official, Robin Woodman started this week – as you know the City of SV and Capitola are taking advantage of sharing a Building Official, which has resulted in cost savings for both agencies. We will introduce Robin and our new Public Works Director, Daryl Jordan to the community at our next Council meeting.

Glenwood Open Space Preserve: Work continues on the Glenwood Open Space Preserve west trails, which we open to officially open soon. Construction for the east trails are anticipated to begin in December.

Leadership Santa Cruz: Leadership Santa Cruz, a regional leadership opportunity for those wanting to get more involved in the community is underway – Scotts Valley will again be represented – our new Administrative Services Director, Tony McFarlane and Kristin Ard, Recreation Division Manager are participating in the 2018/2019 program.

League of California Cities: I will be attending the League of California Cities Conference in Long Beach next week with Council Members Lind, Aguilar, and Dilles.

PUBLIC COMMENT TIME

Darshana Croskrey, Scotts Valley Senior Center, invited the community to attend the Pancake Breakfast being held at the Senior Center being held on Saturday, September 8, 2018 fall pancake breakfast from 8:00 am to Noon.

Perry Cross, expressed concerns regarding the low amount of property tax received by the City and asked if there was any way for the City to receive a larger portion. City Council Members responded regarding the breakdown of property taxes.

ALTERATIONS TO CONSENT AGENDA

M/S: Lind/Aguilar

To approve the Consent Agenda.

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

CONSENT AGENDA

- A. Approve City Council meeting minutes 8-15-18
- B. Approve check register – 8-10-18, 8-17-18, 8-24-18
- C. Approve amendment to Affordable Housing Agreement for “The Grove” development, a 50-Unit Townhouse Subdivision Planned Development on Polo Ranch Road
- D. Approve Resolution No. 1882.1, authorizing the City Manager, Administrative Services Director, and Senior Accountant as authorized signers on the City’s LAIF account
- E. Approve Resolution No. 1954 opposing Proposition 6 – Voter Approval for Future Gas and Vehicle Taxes and 2017 Tax Repeal Initiative

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Dilles

To approve the Regular Agenda.

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

REGULAR AGENDA

1. **Consideration of Exclusive Negotiation Agreement (ENA) between the City of Scotts Valley and Scotts Valley Town Green Land, LLC**

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

Doug Ross, Developer, stated that they will be holding community meetings to receive input and provide information to the community regarding the Scotts Valley Town Center, and responded to questions from Council.

CM Aguilar requested a future agenda item to consider the dissolution of the Town Center Ad Hoc Subcommittee.

M/S: Johnson/Lind

To approve the Exclusive Negotiation Agreement between the City of Scotts Valley and Scotts Valley Town Green Land, LLC, and authorize the City Manager to execute the agreement.

Carried 4/0/1 (AYES: Dilles, Johnson, Lind, Reed; NOES: Aguilar)

PUBLIC HEARING(S) (To be heard after 6:30 p.m.)
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2. **Consider approval of a General Plan Amendment, Zone, Change, Planned Development Zoning/Permit and Design Review application for 19 new residential apartment units in two buildings on a 0.93 acre site, currently developed as a parking lot, at 4627 Scotts Valley Drive**

CDD Bateman presented the written staff report and responded to questions from Council.

Larry Abitbol, Applicant, spoke regarding the development, stated that is being constructed as housing for his employees at Bay Photo, and responded to questions from Council.

PUBLIC HEARING OPENED – 7:20 PM

Mike Hadley, Scotts Valley resident, expressed concerns regarding high density residential projects, their impacts on the community, and re-zoning of commercial property for residential use.

Perry Cross, Scotts Valley resident, expressed concerns regarding high density residential projects, their impacts on the community, and re-zoning of commercial property for residential use.

Evan Siroky, Santa Cruz YIMBY, spoke in support of the development.

Paul Fruman, Scotts Valley resident and owner of adjoining property, stated that he is generally in support of the development, however, he does not want the development to impact his ability to develop his own property next door.

Corey Warner, Scotts Valley Unified School Board Member, spoke in opposition to the development.

Robert Aldana, Scotts Valley resident, spoke in opposition to the development as proposed.

Val Rebhahn, Scotts Valley Arts Commission, questioned the possibility of increased funding for the Arts Commission.

Natasha Nelson, Scotts Valley resident, spoke in opposition to the development.

PUBLIC HEARING CLOSED – 7:40 PM

CM Dilles stated that he does not support the project as proposed due to concerns regarding building height, mass, and scale; site coverage, side yard setbacks; drive aisle dimensions; parking stalls; and he would like to see an elevator as this is a three-story building. In addition, the proposed development does not match the existing commercial and mixed-use pattern of Scotts Valley Drive. He recommended waiting to consider any re-zoning until the completion of the General Plan update that is currently underway.

CM Aguilar stated that she does not support the project as proposed. She would like to see an elevator due to access issues related to a three-story development, and she does not support the re-zone due to the need for commercial and economic stimulus.

Mayor Reed stated that he does not support the project as proposed and agreed with the comments made by VM Dilles, including concerns regarding building height, mass, and scale; site coverage, side yard setbacks; drive aisle dimensions; parking stalls; and, building access.

CM Lind expressed concerns regarding zoning changes while the City is in the process of updating its General Plan.

Dene Bustichi, representing the Applicant, stated that the applicant is willing to withdraw their application at this time, if necessary, in order to allow them the opportunity to revise the proposed development.

CDD Bateman stated that if the applicant withdraws their project, or if the City Council denies the project, it will cause a restart, and a new application process.

After discussion, the City Council determined that they would not like the applicant to withdraw their application at this time, they would rather have the applicant work with City staff on revisions to the project that comply with the City's General Plan.

M/S: Lind/Johnson

To direct the applicant to work with staff on revisions to the project.

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

REGULAR AGENDA (resumed)

3. **Consider approval of agreement with Carollo Engineers, Inc. in the amount of \$375,000 for the Sanitary Sewer Master Plan Study and Sanitary Sewer Management Plan, and authorize the City Manager to execute the agreement**

CE Kahn presented the written staff report and responded to questions from Council.

M/S: Aguilar/Dilles

To approve the Agreement for Professional Services between the City of Scotts Valley and Carollo Engineers, Inc. for the Sewer Master Plan Study and Sanitary Sewer Management Plan, and authorize the City Manager to execute the agreement.

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

4. Future Council agenda items

VM Dilles requested a future agenda item to discuss an Aging in Place ordinance.

CM Aguilar requested a future agenda item to consider the dissolution of the Town Center Ad Hoc Subcommittee.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 8:20 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54961, the City Council met in closed session to confer with the legal counsel regarding a liability claim – Christen Aceves.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:30 p.m.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Reed announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Approved: _____
Jim Reed, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGENDA ITEM B

DATE: 9-19-2018

SCOTTS VALLEY ACCOUNTS PAYABLE
08/31/2018 15:50:21 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.08 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 083118 COMMENT... A/P AS OF AUG 31 2018

DATA-JE-ID DATA COMMENT

W-08312018-265 A/P AS OF AUG 31 2018

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			
000041	ACC BUSINESS	114323	08/31/18	1,222.77
003457	ADAMS/TROY	114324	08/31/18	47.94
003457	ADAMS/TROY	114325	08/31/18	30.00
001405	AFLAC-FLEX ONE	114326	08/31/18	3,485.40
000620	ALVAREZ/TONY	114327	08/31/18	20.00
003149	AQUATIC BIOASSAY &	114328	08/31/18	4,330.00
001009	ARD/KRISTIN	114329	08/31/18	30.00
.15297	ASHFIELD/CHAR	114330	08/31/18	113.90
000998	ASSOCIATED SERVICES CO.	114331	08/31/18	103.09
001373	BAY TREE, LLC	114332	08/31/18	3,620.38
001066	BEHAVIORAL HEALTH CARE I	114333	08/31/18	128.00
001593	BENEDICT DDS/NANETTE	114334	08/31/18	293.60
000107	BIRT/DUSTIN	114335	08/31/18	20.00
003203	BLUETARP FINANCIAL	114336	08/31/18	39.99
000500	BOLANOS/DORENE	114337	08/31/18	20.00
001633	CAL-WEST LIGHTING & SIGN	114338	08/31/18	3,265.76
001656	CHRISTENSEN DDS/SAM	114339	08/31/18	895.50
000776	DISCOUNT SCHOOL SUPPLY	114340	08/31/18	4,491.05
001944	DITTO'S EMBROIDERY	114341	08/31/18	2,767.51
003160	DIXON & SON TIRE	114342	08/31/18	112.50
001362	DUNCAN AUTO TECH	114343	08/31/18	1,596.79
000098	ESCALON SERVICES	114344	08/31/18	2,984.87
000321	FANTINO DDS/CHRISTINA	114345	08/31/18	306.20
003035	FELTON DENTAL CENTER	114346	08/31/18	148.00
003154	FLANNERY/MARLENE	114347	08/31/18	319.84
001828	GONZALES/GABE	114348	08/31/18	1,637.59
003706	GRANADOS/JUSTIN	114349	08/31/18	20.00
000615	HOHMANN/PATRICK J.	114350	08/31/18	160.80
001308	JOHNSON DDS/BRETT	114351	08/31/18	175.40
001903	JONES/KIMARIE	114352	08/31/18	20.00
003592	KAHN/JESSICA	114353	08/31/18	30.00
002032	KT MECHANICAL INC	114354	08/31/18	2,757.30
003698	LACKEY/ANGELA	114355	08/31/18	1,347.50
001673	LINCOLN FINANCIAL GROUP	114356	08/31/18	1,480.13
.15296	LOCATELLI/AMY	114357	08/31/18	250.00
.15298	MALECKI/MARCIE	114358	08/31/18	136.91
001591	MARKELL/ROD	114359	08/31/18	1,974.00
001815	MC GRATH/TRISH	114360	08/31/18	20.00
003685	MONTEREY BAY ANALYTICAL	114361	08/31/18	445.00
003591	NICHOLS CONSULTING	114362	08/31/18	8,403.61
001787	PETRINI'S GARDENING SERV	114363	08/31/18	75.00
000723	PIED PIPER INC./THE	114364	08/31/18	75.50
003323	POMPETTE/NICOLE	114365	08/31/18	20.00
001097	PRODESSE PROPERTY GROUP	114366	08/31/18	3,523.52
000463	RALEY'S	114367	08/31/18	1,580.72
.15295	RHOADES/SHIRLEY	114368	08/31/18	100.00
003658	SANTA CRUZ OCCUPATIONAL	114369	08/31/18	235.00
000128	SCARBOROUGH LUMBER	114370	08/31/18	1,437.67

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000319 SCOTTS VALLEY CAR WASH	114371	08/31/18	244.78	
	000405 SILVERSTEIN/THOMAS	114372	08/31/18	1,368.00	
	001085 SYCAL ENGINEERING INC	114373	08/31/18	7,835.16	
	003699 THOMAS/PHILIP	114374	08/31/18	20.00	
	003590 VARGAS ACADEMY OF GYMNAS	114375	08/31/18	1,519.00	
	000151 VISION SERVICE PLAN	114376	08/31/18	1,296.75	
	003145 WAGE WORKS	114377	08/31/18	149.00	
	003008 WILLIAMS/JESSE	114378	08/31/18	20.00	
	GENERAL CHECKING ACCOUNT			68,751.43	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/31/2018 15:50:21
GL540R-V08.08 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				68,751.43

RECORDS PRINTED - 000146

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	20,118.63
004	RECREATION	14,432.79
007	DRAINAGE CONSTRUCTION	8,403.61
010	WASTEWATER OPERATIONS	11,475.15
011	TERTIARY TREATMENT PLANT	454.77
012	WASTEWATER CAPITAL RESERVE	1,615.44
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
028	SENIOR CENTER	850.11
077	SKYPARK MAINT ASSESS DIST	150.96
112	DENTAL INS INTERNAL SERV	1,959.50
123	COMMUNITY FACILITY CENTER	137.43
312	POLICE - BUDGET ACT OF 2016	35.14
TOTAL ALL FUNDS		68,751.43

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	68,751.43
TOTAL ALL BANKS		68,751.43

AGENDA ITEM B
DATE: 9-19-2018

SCOTTS VALLEY ACCOUNTS PAYABLE
09/07/2018 17:37:25 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.08 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 090718 COMMENT... A/P AS OF SEPT. 7 2018

DATA-JE-ID DATA COMMENT

W-09072018-277 A/P AS OF SEPT. 7 2018

Run Instructions:
Jobq Banner Copies Form Printer Hold Space LPI Lines CPI CP SP RT
L 01 CASCPT01 Y S 6 066 10

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000627 ALVAREZ/JOSE F.	114379	09/07/18	29.42	
	000009 AMBAG	114380	09/07/18	3,666.00	
	000563 APPI	114381	09/07/18	4,303.45	
	001670 AT &T	114382	09/07/18	3,679.26	
	000097 AT&T	114383	09/07/18	221.19	
	000614 BATTERIES PLUS	114384	09/07/18	149.40	
	000107 BIRT/DUSTIN	114385	09/07/18	185.28	
	001566 BUSINESS WITH PLEASURE	114386	09/07/18	90.84	
	002075 CENTRAL COAST MEDIA COAL	114387	09/07/18	4,000.00	
	000037 CRYSTAL SPRINGS WATER CO	114388	09/07/18	76.10	
	003043 CSG CONSULTANTS, INC	114389	09/07/18	37,036.56	
	001362 DUNCAN AUTO TECH	114390	09/07/18	790.98	
	001597 ENVIRONMENTAL INNOVATION	114391	09/07/18	2,160.00	
	000582 FERRARA/TRACY A.	114392	09/07/18	30.00	
	001782 FLORES/CARLOS	114393	09/07/18	22.00	
	003502 FREITAS & FREITAS	114394	09/07/18	3,700.00	
	003551 HDL COREN & CONE	114395	09/07/18	645.00	
	000801 HINDERLITER, DE LLAMAS &	114396	09/07/18	1,713.50	
	000615 HOHMANN/PATRICK J.	114397	09/07/18	107.40	
	000666 HOUSING AUTHORITY OF SC	114398	09/07/18	1,000.00	
	003292 KIMLEY-HORN & ASSOCIATES	114399	09/07/18	3,030.75	
	003292 KIMLEY-HORN & ASSOCIATES	114400	09/07/18	5,166.00	
	003011 LOPEZ/PAUL	114401	09/07/18	30.00	
	003565 MANAGEMENT PARTNERS	114402	09/07/18	2,809.63	
	003403 MAR-KEN INTERNATIONAL PO	114403	09/07/18	325.00	
	000050 MELROSE/TAMERA	114404	09/07/18	207.00	
	003171 MICHALAK/GENE	114405	09/07/18	110.00	
	000218 MID VALLEY SUPPLY	114406	09/07/18	1,653.65	
	000083 MISSION UNIFORM SERVICE	114407	09/07/18	997.94	
	000939 NATIONAL COMTEL NETWORK	114408	09/07/18	16.15	
	000101 PACIFIC GAS & ELECTRIC C	114409	09/07/18	49,490.31	
	001982 PEAVEY COMPANY/LYNN	114410	09/07/18	47.96	
	001876 POLITO/BRANDON	114411	09/07/18	114.72	
	000171 RIVERSIDE LIGHTING INC	114412	09/07/18	40.16	
	000134 S.V. WATER DISTRICT	114413	09/07/18	15,770.29	
	000201 SAFETY-KLEEN CORP	114414	09/07/18	915.83	
	001855 SANTA CRUZ DODGE	114415	09/07/18	671.17	
	000576 SANTA CRUZ/COUNTY OF	114416	09/07/18	385.00	
	003179 SCHELLENTRAGER DDS/ROBER	114417	09/07/18	24.00	
	001535 SKIP'S TIRE & AUTO CENTE	114418	09/07/18	822.74	
	001361 STEVENS DDS/JOHN A	114419	09/07/18	102.40	
	000143 SUMMIT UNIFORMS	114420	09/07/18	1,284.79	
	000153 THOMSON REUTERS-WEST	114421	09/07/18	305.00	
	001366 U.S. BANCORP OFFICE	114422	09/07/18	1,260.35	
	000443 WALPOLE/STEVE	114423	09/07/18	236.00	
	GENERAL CHECKING ACCOUNT			149,423.22	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/07/2018 17:37:25
GL540R-V08.08 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				149,423.22

RECORDS PRINTED - 000108

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	80,523.74
002	RECYCLING/ENVIRONMENTAL	4,000.00
004	RECREATION	6,672.98
008	TRAFFIC IMPACT MITIGATION	1,969.99
010	WASTEWATER OPERATIONS	42,381.22
019	AFFORDABLE HOUSING	1,000.00
025	GENERAL TRUST	5,166.00
028	SENIOR CENTER	1,412.33
035	GREEN BUILDING FUNDING	151.54
050	PINEWOOD EST LNDSCP MAINT DT	10.51
077	SKYPARK MAINT ASSESS DIST	3,311.50
112	DENTAL INS INTERNAL SERV	255.80
123	COMMUNITY FACILITY CENTER	1,658.39
150	GENERAL CAPITAL IMPROVEMENTS	909.22
TOTAL ALL FUNDS		149,423.22

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	149,423.22
TOTAL ALL BANKS		149,423.22

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 19, 2018

TO: Honorable Mayor and City Council

FROM: Daryl Jordan, Public Works Director/City Engineer

APPROVED: Jenny Haruyama, City Manager

SUBJECT: **APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE TERRACE SUBDIVISION, TRACT NO. 1599, SCOTTS VALLEY DRIVE (APN'S 022-162-69 AND 022-162-74)**

SUMMARY OF ISSUE

On October 21, 2015, the City Council approved an application filed by Chris Perri, Apple Homes Development, for a Tentative Subdivision Map for a 19 dwelling unit townhouse project, on two adjoining vacant parcels, located on the southeast side of Scotts Valley Drive, Tract No. 1599, LD14-001, PD14-002, DR14-009, APN 022-162-69 and 022-162-74. Staff reviewed the conditions of approval and has found that all necessary conditions were completed prior to the filing of the map.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Approximately \$14,039 was collected from the applicant to cover the intake process and applicable City costs for the Surveyor, Planning and Public Works departments. Impact fees related to this project will be collected prior to issuance of any and all building permits.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No.1910.4, approving the final map, and Resolution No. 960.85 approving the Subdivision Improvement Agreement and Bonds, for The Terrace Subdivision, Tract No. 1599, Scotts Valley Drive, APN's 022-162-69 and 022-162-74.

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RESOLUTION NO. 1910.4

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE FINAL MAP FOR THE TERRACE SUBDIVISION,
TRACT NO. 1599, SCOTTS VALLEY DRIVE (APN'S 022-162-69 AND 022-162-74)**

WHEREAS, the City of Scotts Valley (City) approved the Tentative Map for Tract 1599 (the Subdivision), LD14-001, Planned Development PD14-002, Design Review DR14-009, on October 21, 2015; and

WHEREAS, consistent with the approved Tentative Map, Chris Perri, Apple Homes Development, submitted to the City for approval of Final Map for the Subdivision; and

WHEREAS, staff has reviewed the proposed Final Map and finds it to be technically correct and consistent with the Tentative Map and that all applicable Final Map conditions of approval have been substantially satisfied; and

WHEREAS, the City has determined that the Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of final subdivision maps.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley as follows:

1. The location and configuration of the lots to be created by the Subdivision substantially comply with the previously approved Tentative Map; and
2. The Final Map is categorically exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of parcel subdivision maps; and
3. The City Council of the City of Scotts Valley, pursuant to Government Code Section 66458, hereby approves the Final Map for the Subdivision, a copy of which is hereby attached as Exhibit A and made part of this Resolution.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 19th day of September, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jim Reed, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

OWNER'S STATEMENT

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS FOLLOWS:

WE HEREBY DEDICATE TO PUBLIC USE A STRIP OF LAND DELINEATED AND DESIGNATED AS "INGRESS EGRESS EASEMENT" (IEE) FOR INGRESS AND EGRESS PURPOSES ONLY.

WE HEREBY DEDICATE TO PUBLIC USE AND OFFER TO DEDICATE TO THE CITY OF SCOTTS VALLEY EASEMENTS FOR ANY AND ALL PUBLIC SERVICE FACILITIES INCLUDING BUT NOT LIMITED TO POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPLICANCES THERE TO UNDER, UPON, OR OVER THE LAND DESIGNATED AS "P.S.E." (PUBLIC SERVICE EASEMENT).

OF LOIS, THROUGH 19, INCLUSIVE, AND THEIR LICENSEES, VISITORS, TENANTS AND SERVANTS.

AS OWNER: THE TERRACE OF SCOTTS VALLEY, LLC

TITLE _____

TRACT NO. 1599
THE TERRACE

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

SIGNATURE: _____

PRINT: _____

PRINCIPAL COUNTY OF BUSINESS:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____, 20____, BEFORE
ME _____, PERSONALLY APPEARED

AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES), AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL:

PRINCIPAL COUNTY OF BUTTE

VOL. 1 OF MAPS PAGE

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ

AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURES ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION NUMBER: _____

BENEFICIARY

RECORDS.

SANTA CRUZ, CA 95060

APPLE HOMES DEVELOPMENT INC., A CALIFORNIA CORPORATION, BENEFICIARY FOR PARCELS SHOWN ON THIS MAP UNDER DEED OF TRUST RECORDED AS INSTRUMENT NO. 2017-37404 OF OFFICIAL RECORDS.

SCOTTS VALLEY, CA 95066

ALPHA LAND SURVEYS, INC.		
4444 SCOTT'S VALLEY DR. #7 SCOTT'S VALLEY CA 95066 (831) 439-4453	P.O. BOX 1146 MORGAN HILL CA 95038 (831) 439-4453	THE TERRACE CITY OF SCOTT'S VALLEY
DATE 5/17/17	JOB# 2017-009	SANTA CRUZ COUNTY
		SHEET 1 OF FOUR

OWNER'S STATEMENT

BEING A SUBDIVISION OF LOT 69 AS SHOWN UPON THAT CERTAIN MAP ENTITLED "TRACT NO. 851, SCOTTS VALLEY HEIGHTS," FILED FOR RECORD DECEMBER 16, 1993 IN VOLUME 73 OF MAPS AT PAGE 15, SANTA CRUZ COUNTY RECORDS, LYING ENTIRELY WITHIN THE CITY OF SCOTTS VALLEY, SANTA CRUZ COUNTY, CALIFORNIA

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

ON _____, 20____, BEFORE _____ WHO PROVED _____
ME _____ PERSONALLY APPEARED _____
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT _____
AND ACKNOWLEDGED TO ME THAT HE/SHE /THEY EXECUTED THE SAME IN _____

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF

WITNESS MY HAND AND OFFICIAL SEAL: _____
 SIGNATURE: _____
 PRINT: _____
 MY COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____
 PRINCIPAL COUNTY OF BUSINESS: _____

STATE OF CALIFORNIA)
COUNTY OF ALBERTA)
NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES
ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH
THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR
VALIDITY OF THAT DOCUMENT.

ON _____ 20_____, BEFORE _____, WHO PROVED
ME _____ PERSONALLY APPEARED _____
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT _____

APPLE HOMES DEVELOPMENT INC., A CALIFORNIA CORPORATION, BENEFICIARY FOR PARCELS SHOWN ON THIS MAP UNDER DEED OF TRUST RECORDED AS INSTRUMENT NO. 2017-37404 OF OFFICIAL RECORDS.

PRESIDENT, APPLE HOMES DEVELOPMENT, INC.
15 SHERMAN COURT
SCOTT'S VALLEY, CA 95066

PRESIDENT, APPLE HOMES DEVELOPMENT, INC.
15 SHERMAN COURT
SCOTT'S VALLEY, CA 95066

[illegible]

1000

ALFIIA LAND 3

SCOTTS VALLEY, CA 95066
(931) 438-4453

MORGAN HILL, CA 95038
(931) 438-4453

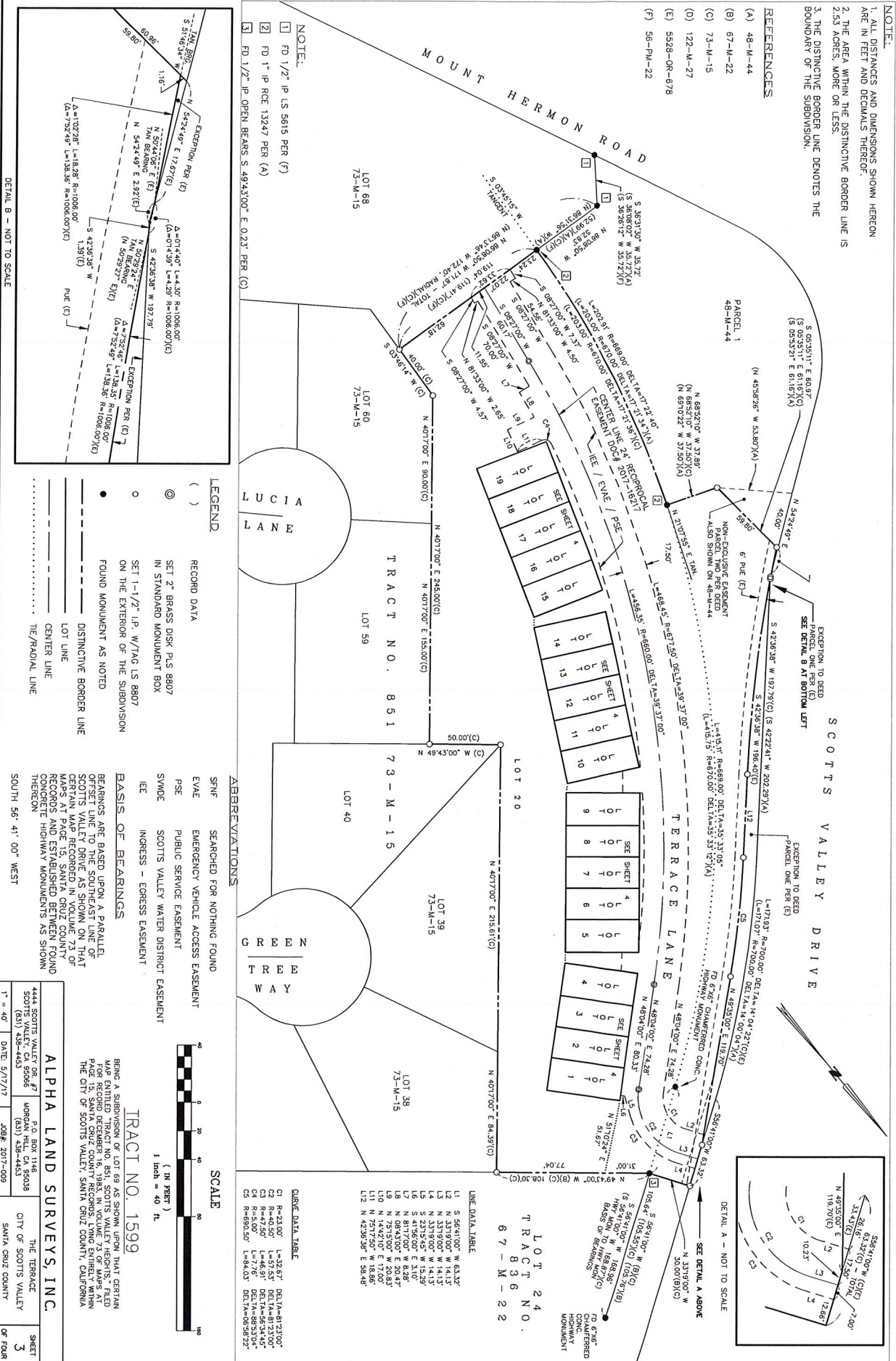
4444 SCOTT'S VALLEY DR. #7 SCOTT'S VALLEY, CA 92066 (831) 438-4453		P.O. BOX 1146 MORRAN HILL, CA 92038 (831) 438-4453	THE TERRACE AT SCOTT'S VALLEY SANTA CRUZ COUNTY	SHEET 1 OF FOUR
DATE: 5/17/17		JOB#: 2017-009		

NOTE:

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 2.53 ACRES, MORE OR LESS.
3. THE DISTINCTIVE BORDER LINE DENOTES THE BOUNDARY OF THE SUBDIVISION.

REFERENCES

- (A) 48-M-44
- (B) 67-M-22
- (C) 73-M-15
- (D) 122-M-27
- (E) 5528-OR-678
- (F) 56-PH-22



RESOLUTION NO. 960.85

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AUTHORIZING EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE TERRACE SUBDIVISION, TRACT NO. 1599,
SCOTTS VALLEY DRIVE (APN'S 022-162-69 AND 022-162-74)**

WHEREAS, the City Council of the City of Scotts Valley desires to enter into a Subdivision Improvement Agreement, attached as Exhibit A, with Chris Perri, Apple Homes Development for the development of a 19 dwelling units townhouse subdivision known as The Terrace, Tract No. 1599, LD14-001, PD14-002, DR14-009 (the "Agreement"); and

WHEREAS, the Agreement will require the Developer to complete approximately \$577,900.13 in public improvements and drainage infrastructure in accordance with the project conditions of approval and City standard construction design as shown on those certain improvement plans dated May 22, 2017, and as noted in attached Exhibit B; and

WHEREAS, Developer has submitted sureties in the amount of \$577,900.13 for Faithful Performance and \$288,950.06 for Labor and Materials. Such sureties have been reviewed and approved by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley that the Subdivision Improvement Agreement with Chris Perri, Apple Homes Development is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of The Terrace Subdivision in the form attached hereto as Exhibit A and is made part of this resolution.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 19th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jim Reed, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

NO RECORDING FEE PER GOV. CODE SEC. 27383

Recorded At Request Of

And When Recorded, Return To:

EXHIBIT A

City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066
Attn: City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

AGREEMENT BY OWNER OR SUCCESSORS IN INTEREST TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS

PROJECT IDENTIFICATION:

This Subdivision Improvement Agreement (the "Agreement") is made and entered into by and between the City of Scotts Valley, a California municipal corporation, hereinafter referred to as "City", and The Terrace of Scotts Valley, LLC hereinafter referred to as "Owners" on March 23, 2018.

RECITALS

A. Owners desire to subdivide and develop the real property described and shown in Exhibit "A" (the "Property") and wish to defer construction of permanent improvements as set forth in Exhibit "B" (the "Improvements") and as shown on those certain plans titled The Terrace at Scott's Valley APN #022-162-69 & 74, dated May 22, 2017.

B. In exchange for the deferment of Owners' obligation as provided herein, Owners agree to complete the Improvements as provided herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

AGREEMENT

1. Agreement Binding On Successors In Interest.

This agreement is an instrument affecting the title and possession of the Property. All of the terms, covenants and conditions herein imposed shall be binding upon and inure to the heirs, successors or assigns of Owners. Upon any sale, division or transfer of the Property, the terms of this Agreement shall apply separately to each parcel and the new owner of each parcel and Owners shall be jointly liable to complete the obligations imposed on Owners by this Agreement.

2. Improvements.

2.1 Owners agree to construct the Improvements as indicated on the attached exhibit "B". The Improvements required by City generally consist of curbs, gutters, sidewalk, driveways, and other miscellaneous improvements.

2.2 The Owners shall, within twenty-four (24) months of the date of this Agreement, complete to the satisfaction of the City Engineer, all Improvements in accordance with City's plans and specifications.

In the event Owners fail and/or neglect to complete all Improvements within twenty-four (24) months of the date of this Agreement, City shall have the right at any time thereafter to complete the Improvements at Owners' expense; provided, however, the City Council may in its sole discretion, extend the completion period for an additional period of time upon written request by Owners.

3. Performance Of Work. Owners agree to perform the work, construct and install the Improvements and make the payments required by City within the time period of completion established herein and in a good workmanlike manner, in accordance with accepted construction practices and the plans and specifications for the improvements and to the satisfaction of the City Engineer. Owners agree to commence and complete the Improvements within a period of twenty-four (24) months from the date of this Agreement and to notify City at least forty-eight (48) hours prior to commencement of work. If it becomes necessary for City to construct the Improvements, permission is granted to City by Owners to enter upon to the property of Owners as may be necessary for City to construct the Improvements.

4. Improvement Plan Warranty. Owners warrant the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the City Council accepts the work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Owners shall make whatever changes are necessary to accomplish the work as promised.

5. Maintenance of Improvements and Guarantee Of Work. City agrees to accept for maintenance, only those Improvements which are constructed and completed in accordance with City's standards and requirements and are installed within public rights-of-way or easements dedicated and accepted as complete by City resolution, after the expiration of one (1) year from and after the date of satisfactory completion and acceptance by the City. Owners shall maintain all the Improvements at Owners' sole cost and at all times prior to acceptance of the Improvements by City. After acceptance of the dedicated portion of the Improvements by City, Owners shall continue to maintain at their sole cost and expense the private portion of the Improvements. Owners guarantee that all completed Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the date the City Council accepts the work as complete. Owners agree to correct, repair, or replace, at Owners' sole cost and expense, any defects in said work.

Owners agree to provide necessary temporary drainage facilities, access road(s) or other improvements required by City Engineer, to assume responsibility for the proper functioning thereof, to submit plans to City for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

6. Bond, Cash Deposit or Instrument Of Credit. Concurrent with the execution hereof, Owners shall furnish:

a. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least one hundred percent (100%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the faithful performance of this Agreement; and

b. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least fifty percent (50%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the payment of all persons, furnishing materials, equipment or labor in connection with this work.

The surety on any bond or instrument of credit shall be satisfactory to the City Engineer. Pursuant to Government Code Section 66499(a) all bonds shall be from an authorized corporate surety in the State of California. An instrument of credit shall be from an institution subject to regulation by the State of California or the Federal government, and shall pledge that the funds necessary to carry out the forms of the Agreement are on deposit and guaranteed for payment. The cash deposit may take the form of a Certificate of Deposit which shall name the City of Scotts Valley as the holder of the certificate. The certificate shall be held by City until satisfactory completion of all Improvements and upon certification of the City Engineer of satisfactory completion, shall be released by the City and endorsed over to Owners, along with any interest earned thereon. Should City be required to use any funds deposited to satisfy the requirements of this Agreement, City may use all principal and accrued interest to complete the Improvements. Principal and interest, if any, remaining after the satisfactory completion of the Improvements shall be returned to the Owners by City.

7. Insurance. Owners shall maintain, or shall require any contractor engaged by Owners to perform work, to maintain, at their sole cost and expense, at all times during the performance of the work called for herein, a comprehensive public liability and property damage insurance policy with City as additional named primary insured, for bodily injury (including death) with limits of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence and property damage limits of not less than Five Hundred Thousand Dollars (\$500,000). Owners shall provide City with a certificate evidencing such policy with a clause requiring the insurance carrier to give thirty (30) day written notice to the City's City Manager, in advance of the policy being canceled for any reason whatsoever.

8. Indemnity. Owners shall assume the defense with counsel selected by City and shall hold harmless, defend and indemnify City, its agents, servants or employees, from every expense, liability or payment, including attorney's fees, against any and all actions including claims or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the negligent acts or omissions of City, its agents, servants or employees) arising out of performance of any of the duties, promises, covenants or conditions arising out of this agreement, including but not limited to injury, death, loss or damage is a consequence of, or arises out of, or is incidental to, the deferment of permanent drainage facilities or the adequacy, safety, use, or non-use of temporary drainage facilities, the performance or non-performance of the work, by Owners or any other persons or parties pursuant to authorization by Owners.

9. Time Is Of The Essence. Time is of the essence in this Agreement.

10. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

11. Attorney's Fees. If either party hereto incurs any expense, including reasonable attorneys' fees, in connection with any action or proceeding instituted by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party reasonable expenses and attorneys' fees in the amount determined by the Court, whether or not such action or proceeding goes to final judgement. In the event of a settlement or final judgement in which neither party is awarded all of the relief prayed for, the prevailing party as determined by the Court shall be entitled to recover from the other party reasonable expenses and attorneys' fees.

12. Notices. All required notices shall be in writing and delivered in person or by Registered U.S. Mail, postage pre-paid. Notices required to be given to City shall be addressed as follows:

Public Works Director
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

Notices required to be given to Owners shall be addressed as follows:

The Terrace of Scotts Valley, LLC

15 Sherman Court

Scotts Valley, Ca. 95066

Either party may change such address by notice in writing to the other party. Thereafter, notices shall be addressed and transmitted to the new address.

13. Costs. Owner shall pay when due, all cost of the Improvements, including city fees and inspections.

14. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included or referred to in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, the counsel of his own advisors, and the warranties, representation, and covenants in the Agreement itself and those referred to in the Agreement. The language in all parts of this Agreement shall be in all cases construed simply, according to its fair meaning and not for or against City or Owners, regardless of which party drafted the particular language which is being construed, all parties having been represented by adequate counsel.

IN WITNESS WHEREOF, the City and the Owners have executed this Improvement Agreement as of the date first set forth above.

"CITY"
CITY OF SCOTTS VALLEY

BY: _____
JENNY D. HARUYAMA, CITY MANAGER

ATTEST:

TRACY FERRARA, CITY CLERK

APPROVED AS TO FORM:

KIRSTEN POWELL, CITY ATTORNEY

THE TERRACE OF SCOTTS VALLEY, LLC

BY: 
CHRIS PERRI, AUTHORIZED SIGNATORY

(ATTACH ACKNOWLEDGMENTS)

California All-Purpose Acknowledgement

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

State of California

County of Santa Cruz

On 03/23/2018 before me, Yamato Inoue, Notary Public

Date

Insert Name and Title of the Officer

personally appeared Chris Petti

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

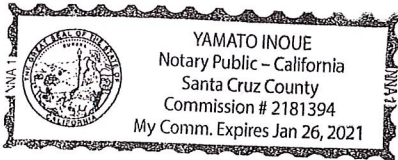
I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer - Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☒ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer - Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

Order Number: 4408-4725425

Page Number: 5

LEGAL DESCRIPTION

Real property in the City of Scotts Valley, County of Santa Cruz, State of California, described as follows:

PARCEL ONE:

BEING LOT 69, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "TRACT NO. 851, SCOTTS VALLEY HEIGHTS", FILED FOR RECORD DECEMBER 16, 1983, IN VOLUME 73 OF MAPS, AT PAGE 15, SANTA CRUZ COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION OF LOT 69 AS CONVEYED TO THE CITY OF SCOTTS VALLEY BY DEED RECORDED JUNE 24, 1994 IN VOLUME 5528, PAGE 678, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

PARCEL TWO:

A NON EXCLUSIVE EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

BEGINNING AT A POINT ON THE PROPOSED EASTERLY BOUNDARY OF SCOTTS VALLEY DRIVE FROM WHICH THE POINT OF OSCILLATION OF A 200 FOOT RADIUS CURVE AND A 750 FOOT RADIUS CURVE ALONG THE STATION LINE OF THE FIRST SAID SUPERSEDED STATE HIGHWAY BEARS NORTH 19° 01' 08" EAST, 81.41 FEET DISTANT, SAID POINT BEING DELINEATED ON THAT CERTAIN RECORD OF SURVEY MAP OF A PART OF MT. HERMON ROAD, RECORDED IN VOLUME 32, OF MAPS, AT PAGE 61, SANTA CRUZ COUNTY RECORDS, SAID POINT ALSO BEING THAT CERTAIN ENGINEER'S STATION A6 619+97.69 P.O.C. Y3 0 + 00.00 B.C. AS SAID STATION IS DELINEATED ON SHEET NO. 5 OF THE CONSTRUCTION LAYOUT SHEETS FOR ROAD IV SCR 5 A; THENCE FROM SAID POINT OF BEGINNING AND LEAVING SAID PROPOSED EASTERLY LINE OF SCOTTS VALLEY DRIVE SOUTH 05° 53' 21" EAST 61.16 FEET; THENCE NORTH 45° 58' 26" WEST, 53.80 FEET TO SAID EASTERLY LINE; THENCE ALONG SAID EASTERLY LINE NORTH 54° 06' 39" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

APN: 022-162-69 and 022-162-74

EXHIBIT B

The Terrace at Scotts Valley - Onsite Improvements For Public Works - bonding purposes

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY (APPROX.)	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
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Site Improvements

1	AC pavement - 4" AC / 8" AB (Heavy Duty)	12,700	SF	9.25	\$ 117,475.00
2	AC pavement - 4" AC / 6" AB (Light Duty)	5,882	SF	7.75	\$ 45,585.50
3	Sidewalk (4" Conc. / 3" Sand)	2,495	SF	7.25	\$ 18,088.75
4	PerVIOUS Pavers	2,345	SF	12.50	\$ 29,312.50
5	Vertical curb	885	LF	14.00	\$ 12,390.00
6	Valley Gutter	443	LF	25.00	\$ 11,075.00
7	Rolled Curb	472	LF	22.00	\$ 10,384.00
8	Signage (trunc. domes, ADA signs, etc.)	1	LS	6,000.00	\$ 6,000.00
9	Pavement Striping	1	LS	5,000.00	\$ 5,000.00
Subtotal					\$ 255,310.75

Site Utilities

Wet Utilities

10	Sanitary Sewer - 8" PVC SDR-35	67	LF	68.00	\$ 4,556.00
11	Sanitary Sewer - 6" PVC SDR-26	485	LF	62.00	\$ 30,070.00
12	Sanitary Sewer Lateral- 4" PVC SDR-26	19	EA	720.00	\$ 13,680.00
13	Sanitary Sewer - 48" Manhole (8' average depth)	4	EA	5,200.00	\$ 20,800.00
14	Storm Drainage - UG Chambers	1,360	SF	45.00	\$ 61,200.00
15	Storm Drainage - 12" HDPE Pipe	95	LF	74.00	\$ 7,030.00
16	Storm Drainage - 8" HDPE Pipe	652	LF	58.00	\$ 37,816.00
17	Storm Drainage - 6" HDPE Pipe	627	LF	50.00	\$ 31,350.00
18	Storm Drainage - 2'x2' Drop Inlet	5	EA	1,600.00	\$ 8,000.00
19	Storm Drainage - V64 Drain Inlet	4	EA	1,200.00	\$ 4,800.00
20	Storm Drainage - 48" Manhole (8' average depth)	3	EA	5,900.00	\$ 17,700.00
21	Storm Drainage - 8" Area Drain	22	EA	400.00	\$ 8,800.00
Subtotal					\$ 245,802.00

Subtotals Combined **\$ 501,112.75**
10% Contingency **\$ 50,111.28**

GRAND TOTAL **\$ 551,224.03**

Note: The above cost estimate does not include the following:

1. Construction Staking / surveying
2. City fees
3. SWPPP fees and inspections
4. Dry Utilities (Gas, Telecommunication, Electric)
5. Landscaping



The Terrace at Scotts Valley - Offsite Improvements
for bonding purposes

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY (APPROX.)	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
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Offsite Improvements

1	Sawcut and removal of existing sidewalk	126	SF	7.00	\$ 882.00
2	Sawcut and removal of existing curb and gutter	24	LF	5.00	\$ 120.00
3	AC pavement - 4" AC/ 8" AB (Heavy Duty)	100	SF	9.25	\$ 925.00
4	Sidewalk (4" Conc / 3" Sand)	160	SF	7.25	\$ 1,160.00
5	Sanitary Sewer - 8" PVC SDR-35	69	LF	68.00	\$ 4,692.00
6	Sanitary Sewer - POC to Existing Sanitary Sewer	1	EA	3,500.00	\$ 3,500.00
7	Storm Drainage - POC to Existing Storm Drain	2	EA	2,500.00	\$ 5,000.00
8	Storm Drainage - 15" RCP Pipe	28	LF	74.00	\$ 2,072.00
9	Storm Drainage - 48" Manhole (8' average depth)	1	EA	5,900.00	\$ 5,900.00
Subtotal					\$ 24,251.00

10% Contingency

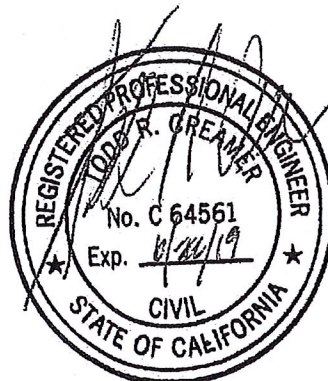
\$ 2,425.10

GRAND TOTAL

\$ 26,676.10

Note: The above cost estimate does not include the following:

1. Construction Staking / surveying
2. City fees
3. SWPPP fees and inspections
4. Dry Utilities (Gas, Telecommunication, Electric)
5. Landscaping



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 19, 2019

TO: Honorable Mayor and City Council

FROM: Jenny D. Haruyama, City Manager

SUBJECT: **APPROVE FIRST SUPPLEMENT TO AMENDED AND
RESTATED JOINT EXERCISE OF POWERS AGREEMENT TO
THE SANTA CRUZ LIBRARIES FACILITIES FINANCING
AUTHORITY (LLFA)**

SUMMARY OF ISSUE

In 2016, the Santa Cruz Libraries Facilities Financing Authority (LFFA) formed a Community Facilities District to finance the modernization, upgrade and/or repair of local libraries in Santa Cruz, Aptos, Live Oak, Scotts Valley, Boulder Creek, Capitola, Felton and La Selva Beach. On June 7, 2016, Santa Cruz County voters approved Measure S, which authorized the LFFA to issue up to \$67,000,000 in bonds, and levy a special tax annually on parcels within the Community Facilities District to pay debt service on the bonds and directly pay the costs of the authorized library projects. Pursuant to the LFFA Amended and Restated Joint Exercise of Powers Agreement (JPA Agreement), the City of Scotts Valley received \$3 million in Measure S funding.

Beginning with the first levy in Fiscal Year 2016/17, Measure S revenues exceeded initial projections, increasing the amount of funding available. This was largely due to the fact that the initial projection, which was used to calculate the annual levy was higher than anticipated and the pricing and costs of the first bond issuance in June 2017 were lower than expected.

On August 30, 2018, the LFFA Board unanimously recommended approval of the First Supplement to the JPA Agreement that distributes the additional revenues based on the original formula from the existing JPA Agreement. This Supplement must be approved by each JPA member agency (Capitola, Santa Cruz and Scotts Valley, and Santa Cruz County).

Specifically, the proposed amendment updates the maximum funding amounts to be distributed to each jurisdiction based on a revenue increase of 25%. That increase will result in Scotts Valley receiving an additional \$750,000 in library funding. The distribution percentages remain the same.

FISCAL IMPACT

Approval of the attached amended agreement would provide at 25% increase to each jurisdiction's maximum amount for a total increase of \$15.5 million, from \$62 million to \$77.5 million.

	Original Maximum Amount	Modified Maximum Amount	Percentage
City of Capitola	\$8,000,000	\$10,000,000	12.90%
City of Santa Cruz	\$25,000,000	\$31,250,000	40.32%
City of Scotts Valley	\$3,000,000	\$3,750,000	4.84%
County of Santa Cruz	\$26,000,000	\$32,500,000	41.94%
Total	\$62,000,000	\$77,500,000	100.00%

Scotts Valley would receive an additional \$750,000, making its total maximum allocation \$3,750,000.

STAFF RECOMMENDATION

It is recommended that the City Council approve the First Supplement to the Amended and Restated Joint Exercise of Powers Agreement for the Santa Cruz Libraries Facilities Financing Authority (LFFA).

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SANTA CRUZ LIBRARIES FACILITIES FINANCING AUTHORITY

FIRST SUPPLEMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

This FIRST SUPPLEMENT TO AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (this "First Supplement"), dated _____, 2018, is entered into by and among the CITY OF SANTA CRUZ, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, the CITY OF SCOTTS VALLEY, a general law city and municipal corporation duly organized and existing under the laws of the State of California, the CITY OF CAPITOLA, a general law city and municipal corporation duly organized and existing under the laws of the State of California, and the COUNTY OF SANTA CRUZ, a California county duly organized and existing under the laws of the State of California.

BACKGROUND:

1. The Cities and the County previously entered into an Amended and Restated Joint Exercise of Powers Agreement dated February 28, 2017 (the "Original Agreement"), which governs the joint powers authority known as the Santa Cruz Libraries Facilities Financing Authority (the "Authority"), whose members are the Cities and the County, for the purpose of financing the acquisition, construction and improvement of public library facilities (the "Public Library Improvements") through the formation of a community facilities district under the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53311 of said Code (the "Mello-Roos Act") and the authorization and issuance of bonds under the Mello-Roos Act.

2. The Cities and the County desire to amend the Original Agreement to modify certain terms regarding the distribution of Special Taxes and Net Bond Proceeds, as set forth in this First Supplement.

3. This First Supplement is entered into in accordance with Section 14 of the Original Agreement. Capitalized terms used but not defined in this First Supplement have the meanings set forth in the Original Agreement.

AGREEMENT:

For and in consideration of the premises and the material covenants hereinafter contained, the Parties hereto hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Amendment of Original Agreement.* The Original Agreement is hereby amended as follows:

(a) Section 2(b)(ii). Paragraph of (b)(ii) of Section 2 of the Original Agreement is hereby deleted and amended in its entirety by the following:

(ii) Maximum Distributions to Parties. The Facilities Authority shall distribute the

Special Taxes and Net Bond Proceeds to each of the Parties in the maximum amounts specified below using the percentages specified below (adjusted for rounding) in order to undertake and complete the construction of the Public Library Improvements:

Member	Maximum Amount	Percentage
City of Capitola	\$10,000,000	12.90%
City of Santa Cruz	\$31,250,000	40.32%
City of Scotts Valley	\$3,750,000	4.84%
County of Santa Cruz	\$32,500,000	41.94%
Total	\$77,500,000	100.00%

Changes to the total amount of the Bonds to be issued, or to the distribution of Special Taxes and Net Bond Proceeds among the Parties, shall require an amendment to this Agreement by the unanimous affirmative vote of all of the Directors, in accordance with the further requirements set forth in Section 14, and shall be subject to the requirements of the Mello-Roos Act and the Joint Powers Act.

(b) Section 2(b)(iii). Paragraph of (b)(iii) of Section 2 of the Original Agreement is hereby deleted and amended in its entirety by the following:

(iii) Distribution of Special Tax Proceeds. Prior to issuance of Bonds, any net Special Tax collected in excess of amounts needed to administer the CFD shall be distributed twice annually in January and June, or as soon as practical upon receipt (but in no event less than twice annually), to each of the Parties in the percentages shown above.

After the issuance of Bonds, any net Special Tax collected in excess of amounts needed to pay each Party's allocable share of debt service on Bonds and to administer the Bonds and the CFD shall be distributed annually on September 2 to each of the Parties in accordance with the Bond Expenditure Plan.

When the total of net Special Taxes and Net Bond Proceeds distributed to the Parties equals the maximum amounts specified in Section 2 (ii) and a total of \$77,500,000, further distribution of net Special Taxes to each of the Parties shall be made in accordance with the Bond Expenditure Plan subject to the unanimous affirmative vote of all of the Directors.

Each of the Parties shall deposit or cause to be deposited all Special Tax proceeds it receives into a separate account to track revenues, expenses and fund balance, which will also be subject to an independent audit every year during the term of this Agreement. Each of the Parties shall spend all Special Tax proceeds in accordance with the JCFA, and will be required to execute and deliver certifications and make representations and covenants regarding the administration and expenditure of net Special Taxes, as may be required by bond counsel in order to ensure compliance with applicable provisions of Mello-Roos Act.

SECTION 2. *Authority*. This First Supplement is being executed pursuant to and in accordance with Section 14 of the Original Agreement.

SECTION 3. *Original Agreement Continues in Effect.* Except as amended and supplemented by this First Supplement, the Original Agreement shall remain in full force and effect.

SECTION 4. *Effective Date.* This First Supplement shall become effective upon the date hereof.

Approved As To Form:



Jones Hall, A Professional Law Corporation

Date: August 23, 2018

IN WITNESS WHEREOF, the Parties hereto have caused this First Supplement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF SANTA CRUZ

By: _____

Attest:

CITY OF SCOTTS VALLEY

By: _____

Attest:

CITY OF CAPITOLA

By: _____

Attest:

COUNTY OF SANTA CRUZ

By: _____

Attest:

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

DATE: September 19, 2018
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
APPROVED: Jenny D. Haruyama, City Manager
SUBJECT: APPROVE THE VINEYARD CHURCH SITE RENTAL AGREEMENT

SUMMARY OF ISSUE

The City of Scotts Valley and Vineyard Church have agreed upon terms on a new three year site rental agreement for the use of the Community Center. The current lease expires on October 31, 2018.

Under the new terms, the Church will have use of the main hall all day on Sundays, Halloween and Christmas Eve. The agreement also includes two hours a week for study groups charged at the non-profit rate of \$75 per hour. Additional rental opportunities at the non-profit rate will be made available to the Church provided that the site is available and two weeks' notice has been given. The Church will continue to have exclusive use of the East Wing side and will be responsible for its maintenance. The City will continue to provide janitorial services as part of regular maintenance of the Community Center.

The rental agreement will commence on November 1, 2018 and terminate on October 31, 2021. The proposed monthly rent is \$7,065, reflecting a \$494 increase over the previous rent for the first year, with a 2% CPI increase for year two and 4% CPI increase for year three.

FISCAL IMPACT

If approved, the total revenue generated over the three year lease period would be approximately \$261,191.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Site Rental Agreement between the City of Scotts Valley and the Vineyard Church, and authorize the City Manager to execute the agreement.

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SITE RENTAL AGREEMENT

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Landlord," and the VINEYARD CHURCH, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 360 Kings Village Road, Scotts Valley, CA, on which the Community Center is located (the "Site").
2. Tenant desires to use a portion of the Site for its church subject to the terms of this Agreement.

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 the Site as follows:

- Exclusive use of the East Wing side.
- This Site on Sundays from 7:00 a.m. to 10:00 p.m.
- The Site on Halloween and Christmas Eve from 7:00 a.m. to 10:00 p.m.
- Use of the Site for two hours per week charged at non-profit rate.
- If the Site is available, Tenant may rent the Site at the non-profit rate no earlier than two weeks before the event/use.

B. **USE OF PREMISES:**

1. **Permitted Uses.** Landlord hereby grants permission to Tenant to occupy the Premises for church services, church offices, church programs, storage and occasional meetings. Tenant shall not provide services or run any programs overnight at the Site; however, Tenant shall be permitted to have overnight events which last only one night with the prior written consent of the Recreation Division Manager which may be withheld in the sole discretion of the Recreation Division Manager.

2. **Site Facilities.** Tenant has the right to use the chairs and tables on the Site provided the chairs and tables are returned to their storage location after each use. Tenant has the right to use the two storage sheds on the Site and the locking storage in the kitchen. With the exception of the tables and chairs provided, equipment necessary for Tenant's operations shall be installed, constructed, operated and maintained by Tenant at Tenant's sole cost and expense, following Tenant's obtaining all appropriate permits to install, construct and commence operations of Tenant from any public agency having jurisdiction over the issuance of permits related to Tenant's operations.

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.

4. **Landlord's Use of the Site.** Landlord shall be entitled to use the Site in the event of an emergency during which time the Site is used as a shelter. In addition, Tenant will work with Landlord to accommodate the needs of Landlord to use the Site.

C. **TERM:** The Term ("Term") of this Agreement shall be for three (3) years, and shall commence on November 1, 2018, and shall terminate on October 31, 2021, unless sooner terminated as provided herein.

D. **RENT:** Tenant agrees to pay Landlord, as Rent for the Site as outlined in Section A above, Seven Thousand Sixty Five Dollars (\$7065.00) per month plus 2% CPI for year two and 4% CPI for year three. Such payment shall be made on the first of each and every calendar month during the Term to the party and at the address designated in Section G. Upon execution of this Agreement, Tenant shall pay Landlord the first month and the last month of rent.

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
1 Civic Center Drive
Scotts Valley, CA 95066
Attn: City Manager
Tel: 831-440-5600
Fax: 831-438-2793

Tenant:

VINEYARD CHURCH
360 Kings Village Road
Scotts Valley, CA 95066

H. **LIABILITY AND INDEMNITY:**

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

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

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

J. **MAINTENANCE OF PREMISES:** Throughout the Term, or any Extended Term, Tenant shall, at its sole expense, keep and maintain the Premises in good order, condition and repair. Tenant shall not do anything to cause any damage to the Site. Landlord shall provide janitorial services to the Premises as part of Landlord's regular maintenance of the Community Center. Landlord shall provide daily janitorial service and supplies to the restrooms in the Premises.

K. **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.

L. **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.

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.

M. **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.

N. **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 there under 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.

O. **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.

P. **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 the 19th day of September, 2018.

LANDLORD:
CITY OF SCOTTS VALLEY

TENANT:
VINEYARD CHURCH

By: Jenny D. Haruyama
Its: City Manager

By: _____
Its: _____

ATTEST:

Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 19, 2018

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

APPROVED: Jenny D. Haruyama, City Manager

SUBJECT: **AMENDMENT TO SITE USE AGREEMENT WITH THE SV/SLV
SOCCER CLUB FOR THE USE OF SKYPARK AND SILTANEN
PARK**

SUMMARY OF ISSUE

The City of Scotts Valley currently has a five year Site Rental Agreement with the Scotts Valley/San Lorenzo Valley Youth Soccer Club for the use of Skypark Soccer Fields, Siltanen Park Fields #1, #2, Adult Softball, and Girl's Softball Fields, that terminates on November 30, 2020. Upon examination, it was found that the agreement contains language in Section A that is not pertinent or appropriate to this rental agreement, allowing for reservation of the fields by others during set rental periods. This language is typically used in an agreement in which the City does not receive rent from the organization, but instead receives a percentage of their profit as payment, and was included in error. The amended language is shown below, and an amendment to the agreement has been prepared to remove this language.

"A. **PREMISES:** Landlord hereby rents to Tenant and Tenant hereby rents from Landlord for the time periods as set out in Attachment A, the Skypark Soccer Fields and the Siltanen Park Fields #1, #2, Adult Softball, and Girl's Softball (collectively referred to as the "Premises"). ~~However, in the event Landlord receives a paid reservation for any of the Premises during one of the times listed on Attachment A, 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 earlier than one week prior to the requested time and the Premises are not already committed to another party by Landlord."

FISCAL IMPACT

There is no fiscal impact. Rental fees will remain the same through the term of the agreement.

STAFF RECOMMENDATION

It is recommended that the City Council approve the Amendment to the Site Use Agreement between the City of Scotts Valley and the Scotts Valley/San Lorenzo Valley Soccer Club for the use of Skypark and Siltanen Park, and authorize the City Manager to execute the Amendment.

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AMENDMENT TO SITE RENTAL AGREEMENT

THIS AMENDMENT TO 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 SCOTTS VALLEY/SAN LORENZO VALLEY YOUTH SOCCER CLUB, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 361 Kings Village Rd., Scotts Valley on which the Skypark Park is located and 127 Vine Hill School Rd., Scotts Valley on which Siltanen Park is located (the "Sites").
2. Landlord and Tenant entered into that certain Site Rental Agreement dated March 23, 2016, which enables Tenant to use the Sites for the purposes of youth soccer on a regular basis (the "Agreement").
3. The parties desire to amend the Agreement to ensure that Tenant has the right to use the Sites during the times reflected in the Agreement.

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

AGREEMENT

1. Section A of the Agreement is hereby amended to read as follows:

"A. **PREMISES**: Landlord hereby rents to Tenant and Tenant hereby rents from Landlord for the time periods as set out in Attachment A, the Skypark Soccer Fields and the Siltanen Park Fields #1, #2, Adult Softball, and Girl's Softball (collectively referred to as the "Premises"). Tenant shall have the right to use the Premises at other times, provided it requests such right to use the Premises no earlier than one week prior to the requested time and the Premises are not already committed to another party by Landlord."
2. Except as expressly provided in this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the Amendment and the Agreement, the terms of the Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the 19th day of September, 2018.

LANDLORD:
CITY OF SCOTTS VALLEY

TENANT:
SCOTTS VALLEY/SAN LORENZO
VALLEY YOUTH SOCCER CLUB

By: Jenny D. Haruyama
Its: City Manager

By: _____
Its: _____

ATTEST:

Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

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 SCOTTS VALLEY/SAN LORENZO VALLEY YOUTH SOCCER CLUB, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 361 Kings Village Rd., Scotts Valley on which the Skypark Park is located and 127 Vine Hill School Rd., Scotts Valley on which Siltanen Park is located (the "Sites").

2. Tenant desires to use the Sites for the purposes of youth soccer 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 for the time periods as set out in Attachment A, the Skypark Soccer Fields and the Siltanen Park Fields #1, #2, Adult Softball, and Girl's Softball (collectively referred to as the "Premises"). However, in the event Landlord receives a paid reservation for any of the Premises during one of the times listed on Attachment A, 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 earlier 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 youth soccer.

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 use.

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 four years and eight months, and shall commence on April 1, 2016, and shall terminate on November 30, 2020, unless sooner terminated as provided herein.

D. **RENT:** Tenant agrees to pay Landlord, as a One Time Donation upfront for maintenance of Premises, \$22,500.00 due at the start this agreement. As Rent for the Premises for year 2016, Tenant will pay \$13,500.00, and for years 2017-2020, \$18,500.00 per year. Such payments shall be made by May 31 of each corresponding year during the Term to the party and at the address designated in Section G.

E. **UTILITIES:** Landlord shall pay for water and trash 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:

SCOTTS VALLEY/SAN LORENZO
VALLEY YOUTH SOCCER CLUB
P.O. Box 67038
Scotts Valley, CA 95067-7038

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 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 the 23rd day of March, 2016.

LANDLORD:
CITY OF SCOTTS VALLEY

By: 
Chuck Comstock
City Manager

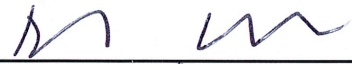
Attest:


Tracy A. Ferrara, City Clerk

Approved as to form:


Kirsten Powell, City Attorney

TENANT:

By: DAVID OKRANT

Its: SV/SLV SOCCER CLUB
PRESIDENT

4/14/16

Attachment A:

Scotts Valley/San Lorenzo Valley Soccer Club Skypark& Siltanen field Use

Skypark filed Use Dates – Reference Field Layout for Field Numbering Scheme, Reference A.

04/01/2016-06/19/2016

- Monday, Wednesday, Thursday, Friday, Skypark Field #1 and #2, 3:00 pm – dusk
- Saturday Skypark Field #1 and #2 8:00 am - dusk
- Sunday Skypark Field #1 and #2, 8:00 am – dusk
- **See below for additional unavailable dates**

06/19/2016-07/24/2016

- Monday – Friday, Skypark Field #1, #2. 1:00 pm – dusk (Tuesdays all fields end at 5 pm)
- Saturday & Sunday, Skypark Field #1, #2. 8:00 am – dusk
- **See below for additional unavailable dates**

07/24/2016 – 08/28/2016

- Monday – Friday, Skypark Field #1, #2, and #3 1:30 pm – dusk
- Saturday & Sunday, Skypark Field #1, #2, and #3 fields, 8:00 am – dusk
- **See below for additional unavailable dates**

08/29/2016-11/20/2016

- Monday – Friday, Skypark Field #1, #2, and #3 Fields 3:00 pm – dusk
- Saturday & Sunday, Skypark Field #1, #2, and #3 fields, 8:00 am – dusk
- **See below for additional unavailable dates**

Fields Not Available to Scotts Valley/San Lorenzo Valley Youth Soccer Club on the following dates:

May: 5/1, 5/7, 5/15

June: 6/17, 6/18, 6/19, 6/24, 6/25, 6/26

July: 7/1, 7/2, 7/3, 7/4, 7/16, 7/17, 7/23, 7/31

August: 8/12, 8/13, 8/14, 8/19, 8/20, 8/21, 8/27, 8/28

September: 24, 25 (Santa Cruz Classic working with SVSLV soccer) All Day.

October: Pending Baseball Schedule

SV/SLV Youth Soccer club will work closely with Scotts Valley Middle School in an effort to accommodate SVMS' very limited fall soccer league play schedule. SV/SLV Youth Soccer Club will accommodate Scotts Valley Middle School on Field #3 as identified in field layout image, Reference A.

SV/SLV Youth Soccer club will work closely with Scotts Valley Recreation Department in order to accommodate the limited youth summer soccer camps, including their own, which utilize the fields one or two weeks each summer.

Additional dates may be scheduled with the Recreation Division Manager, depending on availability.

Siltanen Field Use Dates:

07/01/2016 – 11/20/2016

- Monday – Friday, 3 Fields 3:00 pm – dusk (Includes two upper fields and field space between lower baseball fields)
- Saturday & Sunday, 3 fields, 8:00 am – dusk

11/14/2016– 11/18/2016

- Monday – Thursday 1 lower field Large Softball field under lights (All Star Games) 6 pm to 9pm

Reference A: Skypark Field Layout – Reference



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 19, 2018

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manger

APPROVED: Jenny D. Haruyama, City Manager

SUBJECT: **CONSIDERATION OF A PERMANENT PICKLEBALL COURT AT
SKYPARK PARK**

SUMMARY OF ISSUE

For the past four years, pickleball and tennis players have been sharing two of the four tennis courts (courts 3 and 4) at Skypark Park. Court 3 is lined predominantly for tennis with an underlay for pickleball and Court 4 is predominantly pickleball with an underlay for tennis.

Currently, pickleball is played on Thursday evenings and Saturday mornings, using temporary nets. Pickleball consistently has 30 to 40 players utilizing all 8 courts. At times, attendance has reached as high as 52 players with 20 of the players waiting on the sidelines. To accommodate everyone, game times are shortened. In addition, the Recreation Division Office receives several calls within the community and from out of town guests inquiring about the availability of pickleball courts.

Given the growing interest and participation level of pickleball, the Parks and Recreation Commission, at its November 16, 2017 meeting considered a recommendation to convert an existing court for permanent pickleball use. Specifically, the Commission discussed and unanimously agreed to recommend the following proposal for Council consideration:

Skypark Court 3:

- Court 3 would remain a shared pickleball and tennis court and include the following recommended tennis related improvements:
 - a) Painting thinner pickleball lines
 - b) Eliminating the crossover of pickleball lines over tennis lines
 - c) Painting pickleball lines in blue or black

Skypark Court 4:

- Court 4 would be converted to a permanent pickleball court. Recommended improvements would include restriping and installing permanent pickleball nets.

FISCAL IMPACT

The cost of the proposed project is approximately \$5,200, which will be funded by the Scotts Valley Advocates. As a result, there is no fiscal impact to the General Fund.

STAFF RECOMMENDATION

It is recommended that City Council consider and provide direction regarding the proposed park improvements that would maintain Skypark Court 3 as a shared pickball/tennis court and convert Court 4 for permanent pickball use.