



# A G E N D A

## Meeting of the Scotts Valley City Council

**Date: March 20, 2019**

**Time: 6:00 pm**

| CONTACT INFORMATION                                                                        | MEETING LOCATION                                                         | POSTING                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Scotts Valley<br>1 Civic Center Drive<br>Scotts Valley, CA 95066<br>(831) 440-5600 | City Council Chambers<br>1 Civic Center Drive<br>Scotts Valley, CA 95066 | The agenda was posted 3-15-19<br>at City Hall, SV Senior Center, SV<br>Library and on the Internet at<br><a href="http://www.scottsvalley.org">www.scottsvalley.org</a> . |

| ELECTED OFFICIALS                                                                                                                       | CITY STAFF MEMBERS                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jack Dilles, Mayor<br>Randy Johnson, Vice Mayor<br>Donna Lind, Council Member<br>Jim Reed, Council Member<br>Derek Timm, Council Member | Jenny Haruyama, City Manager<br>Kirsten Powell, City Attorney<br>Steve Walpole, Chief of Police<br>Taylor Bateman, Community Development Director<br>Tony McFarlane, Administrative Services Director<br>Daryl Jordan, Public Works Director<br>Tracy Ferrara, City Clerk |

| MEETING NOTICE AND AGENDA PACKET MATERIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Notice regarding City Council Meetings:</b><br/>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.</p> <p><b>Agenda and Agenda Packet Materials:</b><br/>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: <a href="http://www.scottsvalley.org">www.scottsvalley.org</a> 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 <a href="http://www.scottsvalley.org">www.scottsvalley.org</a>.</p> <p><b>Televised Meetings:</b><br/>City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.</p> |

**CALL TO ORDER 6:00 PM**

**PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE**

**ROLL CALL**

**SPECIAL SET MATTER**

1. Presentation from U.S. Geological Survey (Public Works Director Jordan)

**COMMITTEE REPORTS**

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

**CITY MANAGER REPORT**

**PUBLIC COMMENT TIME**

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

**ALTERATIONS TO CONSENT AGENDA**

Council can remove or add items to the Consent Agenda.

**CONSENT AGENDA**

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

- A. Approve check registers dated 3-8-19, 3-1-19
- B. Approve second reading and adoption of Ordinance No. 16-ZC-211.1 approving a Planned Development District Overlay (PD18-001) for the development of a four-lot single-family residential subdivision on a 0.42-acre site located at 22 Blake Lane, APN 022-902-16
- C. Approve Agreement for Professional Services with Kimley-Horn and Associates for planning related services for the Oak Creek Park Mixed-Use Commercial and Residential Project and authorize the City Manager to execute the agreement
- D. Approve Resolution No.1830.6, approving the parcel map and Resolution No. 960.87 approving the Subdivision Improvement Agreement and Bonds, for Scotts Valley Triplexes Subdivision, Tract No. 1594, Scotts Valley Drive, APN 022-902-12

- E. Approve the Lot Line Adjustment between APN 023-161-04 (54 Cumbre Lane) and APN 070-331-09
- F. Approve the O&M Agreement for 260 Mount Hermon Road, APN No's. 022-231-27 and 022-231-28, The Hangar at Skypark LLC
- G. Authorize the Mayor or his/her designee to travel to the State Capitol and speak on behalf of the City to the State Legislature about proposed legislation or legislative matters previously acted upon by the Council

|                                      |
|--------------------------------------|
| <b>ALTERATIONS TO REGULAR AGENDA</b> |
|--------------------------------------|

|                                                        |
|--------------------------------------------------------|
| Council can remove or add items to the Regular Agenda. |
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|-----------------------|
| <b>REGULAR AGENDA</b> |
|-----------------------|

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

- 1. Discussion of Five-Year Capital Improvement Plan (CIP) for Fiscal Year 2019/20 (Administrative Services Director McFarlane)
- 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.)

|                                  |
|----------------------------------|
| <b>CONVENE TO CLOSED SESSION</b> |
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|----------------------------------|
| <b>CLOSED SESSION SUBJECT(S)</b> |
|----------------------------------|

- |     |                                                                                                                                                                                                                                                                                                       |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | Conference with legal counsel regarding public employment.<br>Legal Authority: Government Code Section 54957<br>Title: City Manager<br>Staff Present: City Manager, City Attorney                                                                                                                     |
| (2) | Conference with legal counsel regarding existing litigation.<br>Legal Authority: Government Code Section 54956.9<br>Name of Case: Beam vs. City of Scotts Valley (MBA 18-0125) and Janet Gulch<br>Staff Present: City Manager, City Attorney, Administrative Services Director, Public Works Director |

|                                  |
|----------------------------------|
| <b>RECONVENE TO OPEN SESSION</b> |
|----------------------------------|

|                                                    |
|----------------------------------------------------|
| <b>REPORT ON ACTION TAKE DURING CLOSED SESSION</b> |
|----------------------------------------------------|

|                    |
|--------------------|
| <b>ADJOURNMENT</b> |
|--------------------|

**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.



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; Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000; or, from or to Speech-to-Speech, English & Spanish 1-800-854-7787), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

SCOTTS VALLEY ACCOUNTS PAYABLE  
03/07/2019 15:40:09 Check Register

CITY OF SCOTTS VALLEY  
GL050S-V08.12 COVERPAGE  
GL540R

Report Selection:

RUN GROUP... 030819 COMMENT... AP 03/08/19

DATA-JE-ID DATA COMMENT  
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W-03082019-645 AP 03/08/19

Run Instructions:

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

| BANK   | VENDOR                   | CHECK# | DATE     | AMOUNT    |
|--------|--------------------------|--------|----------|-----------|
| BA     | GENERAL CHECKING ACCOUNT |        |          |           |
| 001219 | ALHAMBRA                 | 115710 | 03/08/19 | 132.85    |
| 001219 | ALHAMBRA                 | 115711 | 03/08/19 | 64.83     |
| 002031 | ASTRO EVENTS OF SAN JOSE | 115712 | 03/08/19 | 207.00    |
| 001670 | AT & T                   | 115713 | 03/08/19 | 301.31    |
| 000097 | AT&T                     | 115714 | 03/08/19 | 247.35    |
| 003742 | AVALOS/KEVIN             | 115715 | 03/08/19 | 116.55    |
| 000437 | BRASS KEY LOCKSMITH      | 115716 | 03/08/19 | 50.91     |
| 000018 | BRINK'S TROPHY SHOPPE    | 115717 | 03/08/19 | 60.09     |
| 001566 | BUSINESS WITH PLEASURE   | 115718 | 03/08/19 | 56.08     |
| 003714 | CAPITOLA/CITY OF         | 115719 | 03/08/19 | 21,709.56 |
| 000773 | CENTRAL COAST LANDSCAPE  | 115720 | 03/08/19 | 383.00    |
| 001051 | COASTAL EVERGREEN CORP   | 115721 | 03/08/19 | 1,400.00  |
| 002091 | COMCAST                  | 115722 | 03/08/19 | 146.20    |
| 003043 | CSG CONSULTANTS, INC     | 115723 | 03/08/19 | 95,627.68 |
| 001896 | D & G SANITATION         | 115724 | 03/08/19 | 103.55    |
| 001362 | DUNCAN AUTO TECH         | 115725 | 03/08/19 | 435.58    |
| 001537 | DYNAMIC PRESS            | 115726 | 03/08/19 | 46.97     |
| 001597 | ENVIRONMENTAL INNOVATION | 115727 | 03/08/19 | 3,492.72  |
| 000098 | ESCALON SERVICES         | 115728 | 03/08/19 | 1,380.48  |
| 000321 | FANTINO DDS/CHRISTINA    | 115729 | 03/08/19 | 467.20    |
| 001828 | GONZALES/GABE            | 115730 | 03/08/19 | 485.41    |
| 001856 | HUB INTERNATIONAL        | 115731 | 03/08/19 | 388.38    |
| 000275 | IFLAND ENGINEERS INC     | 115732 | 03/08/19 | 1,680.00  |
| 003289 | JETMULCH INC             | 115733 | 03/08/19 | 5,583.54  |
| 003292 | KIMLEY-HORN & ASSOCIATES | 115734 | 03/08/19 | 4,379.28  |
| 003292 | KIMLEY-HORN & ASSOCIATES | 115735 | 03/08/19 | 2,009.64  |
| 003292 | KIMLEY-HORN & ASSOCIATES | 115736 | 03/08/19 | 1,712.32  |
| 003292 | KIMLEY-HORN & ASSOCIATES | 115737 | 03/08/19 | 2,585.34  |
| 003011 | LOPEZ/PAUL               | 115738 | 03/08/19 | 305.22    |
| 003403 | MAR-KEN INTERNATIONAL PO | 115739 | 03/08/19 | 195.00    |
| 001234 | MC GRAW DDS/BERNARD      | 115740 | 03/08/19 | 284.00    |
| 001926 | MICROTECH SCIENTIFIC     | 115741 | 03/08/19 | 59.95     |
| 000218 | MID VALLEY SUPPLY        | 115742 | 03/08/19 | 671.49    |
| 003685 | MONTEREY BAY ANALYTICAL  | 115743 | 03/08/19 | 740.00    |
| 001615 | OLIN CORP-CHLOR ALKALI   | 115744 | 03/08/19 | 2,102.81  |
| 001536 | PAPA                     | 115745 | 03/08/19 | 80.00     |
| 000723 | PIED PIPER INC./THE      | 115746 | 03/08/19 | 75.50     |
| 000463 | RALEY'S                  | 115747 | 03/08/19 | 615.21    |
| 001844 | STERLING WATER TECHNOLOG | 115748 | 03/08/19 | 3,547.14  |
| 003699 | THOMAS/PHILIP            | 115749 | 03/08/19 | 78.00     |
| 000153 | THOMSON REUTERS-WEST     | 115750 | 03/08/19 | 305.00    |
| 001141 | TRIAXIAL DATA SYSTEMS    | 115751 | 03/08/19 | 1,012.50  |
| 001366 | U.S. BANCORP OFFICE      | 115752 | 03/08/19 | 1,260.35  |
| 003751 | WESTEK                   | 115753 | 03/08/19 | 373.24    |
| 000154 | WINCHESTER AUTO STORES   | 115754 | 03/08/19 | 33.03     |
| 001625 | YOSHIDA DDS/NOREEN       | 115755 | 03/08/19 | 170.00    |

GENERAL CHECKING ACCOUNT

157,162.26

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SCOTTS VALLEY ACCOUNTS PAYABLE  
CITY OF SCOTTS VALLEY  
03/07/2019 15:40:09  
GL540R-V08.12 PAGE 2

Check Register

| BANK           | VENDOR | CHECK# | DATE | AMOUNT     |
|----------------|--------|--------|------|------------|
| REPORT TOTALS: |        |        |      | 157,162.26 |

RECORDS PRINTED - 000080

GL540R

FUND RECAP:

| FUND            | DESCRIPTION                  | DISBURSEMENTS |
|-----------------|------------------------------|---------------|
| ----            | -----                        |               |
| 001             | GENERAL                      | 129,603.96    |
| 002             | RECYCLING/ENVIRONMENTAL      | 3,492.72      |
| 004             | RECREATION                   | 2,453.82      |
| 008             | TRAFFIC IMPACT MITIGATION    | 5,265.80      |
| 010             | WASTEWATER OPERATIONS        | 6,084.48      |
| 011             | TERTIARY TREATMENT PLANT     | 515.00        |
| 025             | GENERAL TRUST                | 2,585.34      |
| 028             | SENIOR CENTER                | 460.78        |
| 031             | STP EXCHANGE PROJECTS        | 1,680.00      |
| 035             | GREEN BUILDING FUNDING       | 405.06        |
| 050             | PINEWOOD EST LNDSCP MAINT DT | 383.00        |
| 077             | SKYPARK MAINT ASSESS DIST    | 500.00        |
| 112             | DENTAL INS INTERNAL SERV     | 1,226.42      |
| 123             | COMMUNITY FACILITY CENTER    | 75.50         |
| 150             | GENERAL CAPITAL IMPROVEMENTS | 2,430.38      |
| TOTAL ALL FUNDS |                              | 157,162.26    |

BANK RECAP:

| BANK            | NAME                     | DISBURSEMENTS |
|-----------------|--------------------------|---------------|
| ----            | -----                    |               |
| BA              | GENERAL CHECKING ACCOUNT | 157,162.26    |
| TOTAL ALL BANKS |                          | 157,162.26    |

Check Register

Report Selection:

RUN GROUP... 030119 COMMENT... 03/01/2019 A/P

DATA-JE-ID DATA COMMENT  
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W-03012019-638 03/01/2019 A/P

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

| BANK   | VENDOR                   | CHECK# | DATE     | AMOUNT   |
|--------|--------------------------|--------|----------|----------|
| BA     | GENERAL CHECKING ACCOUNT |        |          |          |
| 000041 | ACC BUSINESS             | 115648 | 03/01/19 | 1,219.38 |
| 003149 | AQUATIC BIOASSAY &       | 115649 | 03/01/19 | 4,330.00 |
| 001009 | ARD/KRISTIN              | 115650 | 03/01/19 | 30.00    |
| 003742 | AVALOS/KEVIN             | 115651 | 03/01/19 | 145.00   |
| 001373 | BAY TREE, LLC            | 115652 | 03/01/19 | 3,620.38 |
| 001963 | BELLVILLE/WAYNE          | 115653 | 03/01/19 | 272.00   |
| 001593 | BENEDICT DDS/NANETTE     | 115654 | 03/01/19 | 351.20   |
| 003054 | BIRLEY/MICHAEL           | 115655 | 03/01/19 | 16.00    |
| 000107 | BIRT/DUSTIN              | 115656 | 03/01/19 | 228.00   |
| 000500 | BOLANOS/DORENE           | 115657 | 03/01/19 | 20.00    |
| 000018 | BRINK'S TROPHY SHOPPE    | 115658 | 03/01/19 | 68.83    |
| 001017 | C.W.E.A.                 | 115659 | 03/01/19 | 143.00   |
| 001633 | CAL-WEST LIGHTING & SIGN | 115660 | 03/01/19 | 1,045.00 |
| 003668 | CARNEY/HANNAH            | 115661 | 03/01/19 | 1,198.00 |
| 000756 | CENTRAL HOME SUPPLY      | 115662 | 03/01/19 | 368.26   |
| 000235 | CIVIL CONSULTANTS GROUP  | 115663 | 03/01/19 | 2,762.50 |
| 003464 | DANIELS/JASON            | 115664 | 03/01/19 | 20.00    |
| 003747 | DIG SAFE BOARD           | 115665 | 03/01/19 | 2,085.07 |
| 001362 | DUNCAN AUTO TECH         | 115666 | 03/01/19 | 1,186.09 |
| 001537 | DYNAMIC PRESS            | 115667 | 03/01/19 | 125.21   |
| 003248 | EARTHWORKS               | 115668 | 03/01/19 | 5,312.50 |
| 000582 | FERRARA/TRACY A.         | 115669 | 03/01/19 | 30.00    |
| 001828 | GONZALES/GABE            | 115670 | 03/01/19 | 20.00    |
| 003706 | GRANADOS/JUSTIN          | 115671 | 03/01/19 | 20.00    |
| 000615 | HOHMANN/PATRICK J.       | 115672 | 03/01/19 | 20.00    |
| 000283 | HOSE SHOP                | 115673 | 03/01/19 | 13.11    |
| 003630 | JACOBSEN/KIARA           | 115674 | 03/01/19 | 198.00   |
| 001308 | JOHNSON DDS/BRETT        | 115675 | 03/01/19 | 1,226.90 |
| 001903 | JONES/KIMARIE            | 115676 | 03/01/19 | 20.00    |
| 015325 | KING MANAGEMENT          | 115677 | 03/01/19 | 6,337.00 |
| 003589 | LANDMARK DENTAL GROUP    | 115678 | 03/01/19 | 632.00   |
| 000078 | LLOYD'S TIRE SERVICE INC | 115679 | 03/01/19 | 105.64   |
| 003011 | LOPEZ/PAUL               | 115680 | 03/01/19 | 16.00    |
| 003749 | MALECKI/MARCIE           | 115681 | 03/01/19 | 93.41    |
| 003403 | MAR-KEN INTERNATIONAL PO | 115682 | 03/01/19 | 260.00   |
| 001591 | MARKELL/ROD              | 115683 | 03/01/19 | 1,974.00 |
| 000291 | MBASIA                   | 115684 | 03/01/19 | 4,698.17 |
| 001815 | MC GRATH/TRISH           | 115685 | 03/01/19 | 20.00    |
| 003428 | MEIER/PAUL               | 115686 | 03/01/19 | 16.00    |
| 000050 | MELROSE/TAMERA           | 115687 | 03/01/19 | 17.00    |
| 001926 | MICROTECH SCIENTIFIC     | 115688 | 03/01/19 | 360.64   |
| 003570 | MISSION COMMUNICATIONS,  | 115689 | 03/01/19 | 563.40   |
| 001653 | MITEL TECHNOLOGIES INC   | 115690 | 03/01/19 | 884.54   |
| 000967 | MONTEREY BAY SYSTEMS     | 115691 | 03/01/19 | 130.65   |
| 000323 | NBS GOVERNMENT FINANCE G | 115692 | 03/01/19 | 1,631.82 |
| 001872 | NORTH CENTRAL LABORATORI | 115693 | 03/01/19 | 1,024.56 |
| 001336 | OPENCOUNTER ENTERPRISES  | 115694 | 03/01/19 | 5,000.00 |
| 001955 | PACIFIC TRUCK PARTS, INC | 115695 | 03/01/19 | 98.64    |

Check Register

| BANK   | VENDOR                   | CHECK# | DATE     | AMOUNT    |
|--------|--------------------------|--------|----------|-----------|
| BA     | GENERAL CHECKING ACCOUNT |        |          |           |
| 003323 | POMPETTE/NICOLE          | 115696 | 03/01/19 | 20.00     |
| 001097 | PRODESSE PROPERTY GROUP  | 115697 | 03/01/19 | 3,523.52  |
| 001833 | RADAR SHOP, INC./THE     | 115698 | 03/01/19 | 301.37    |
| 000135 | SAN LORENZO VALLEY WATER | 115699 | 03/01/19 | 30.24     |
| 003658 | SANTA CRUZ OCCUPATIONAL  | 115700 | 03/01/19 | 359.00    |
| 000128 | SCARBOROUGH LUMBER       | 115701 | 03/01/19 | 2,448.40  |
| 003704 | SCM PERFORMANCE          | 115702 | 03/01/19 | 1,020.00  |
| 003748 | SILVIA/DONNA             | 115703 | 03/01/19 | 43.57     |
| 002053 | STEPFORD                 | 115704 | 03/01/19 | 5,240.00  |
| 001085 | SYCAL ENGINEERING INC    | 115705 | 03/01/19 | 1,350.00  |
| 003699 | THOMAS/PHILIP            | 115706 | 03/01/19 | 20.00     |
| 001560 | TRITON CONSTRUCTION      | 115707 | 03/01/19 | 75.00     |
| 000443 | WALPOLE/STEVE            | 115708 | 03/01/19 | 17.00     |
| 001625 | YOSHIDA DDS/NOREEN       | 115709 | 03/01/19 | 898.00    |
|        | GENERAL CHECKING ACCOUNT |        |          | 64,304.00 |

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| BANK           | VENDOR | CHECK# | DATE | Check Register | AMOUNT    |
|----------------|--------|--------|------|----------------|-----------|
| REPORT TOTALS: |        |        |      |                | 64,304.00 |

RECORDS PRINTED - 000111

Check Register

FUND RECAP:

| FUND | DESCRIPTION                  | DISBURSEMENTS |
|------|------------------------------|---------------|
| 001  | GENERAL                      | 22,562.80     |
| 004  | RECREATION                   | 747.91        |
| 010  | WASTEWATER OPERATIONS        | 23,906.25     |
| 011  | TERTIARY TREATMENT PLANT     | 20.19         |
| 019  | AFFORDABLE HOUSING           | 1,974.00      |
| 023  | SVRDA SUCCESSOR AGENCY       | 8,775.72      |
| 028  | SENIOR CENTER                | 139.89        |
| 050  | PINEWOOD EST LNDSCP MAINT DT | 30.24         |
| 112  | DENTAL INS INTERNAL SERV     | 3,108.10      |
| 123  | COMMUNITY FACILITY CENTER    | 276.40        |
| 155  | TRANSPORTATION FUNDS-MEAS D  | 2,762.50      |

TOTAL ALL FUNDS

64,304.00

BANK RECAP:

| BANK | NAME | DISBURSEMENTS |
|------|------|---------------|
|------|------|---------------|

BA GENERAL CHECKING ACCOUNT

64,304.00

TOTAL ALL BANKS

64,304.00



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

**DATE:** March 20, 2019

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Scott Harriman, Consulting Planner

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **SECOND READING AND ADOPTION OF AN ORDINANCE FOR  
A PLANNED DEVELOPMENT OVERLAY (PD18-001), FOR A  
FOUR-LOT PLANNED DEVELOPMENT LOCATED AT 22  
BLAKE LANE / APN 022-902-16**

### **SUMMARY OF ISSUE**

On March 6, 2019, the City Council approved the first reading and introduction of Ordinance No. 16-ZC-211.1, which approved a Planned Development District Overlay for a 4-Lot Planned Development located at 22 Blake Lane / APN 022-902-16. The Ordinance is one of other entitlements approved to allow the subdivision of the property, construction of four dwellings and related property improvements.

### **FISCAL IMPACT**

No significant fiscal impacts to the City as a result of the proposed development have been identified.

### **RECOMMENDATION**

It is recommended that City Council approve the second reading and adoption of Ordinance No. 16-ZC-211.1, subject to the Zone Change/Planned Development District Overlay Map.

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| Exhibit A - Planned Development District Overlay Map .....                         | 5 |

**ORDINANCE NO. 16-ZC-211.1**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING A PLANNED DEVELOPMENT DISTRICT OVERLAY (PD18-001) FOR THE DEVELOPMENT OF A FOUR-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION ON A 0.42-ACRE SITE LOCATED AT 22 BLAKE LANE // APN 022-902-16**

**WHEREAS**, the Planning Department of the City of Scotts Valley has received the application filed by Maria Jenson for Planned Development No. PD18-001 for the development of a four-lot, single-family home subdivision located at 22 Blake Lane (collectively referred to as “Application”); and,

**WHEREAS**, Maria Jenson (referred to as “applicant”) has presented substantial evidence which supports the Application; and

**WHEREAS**, the Application was reviewed for completeness and is determined to be a “project” as defined by the California Environmental Quality Act (CEQA); and,

**WHEREAS**, a Mitigated Negative Declaration has been prepared pursuant to Section 15162 of the California Environmental Quality Act (CEQA); and

**WHEREAS**, the project is determined to not have a significant impact on the environment based upon the results of the initial study; and

**WHEREAS**, the Planning Commission held a public hearing on December 13, 2018, to consider the Application and after consideration of public testimony, the staff report and evidence submitted to support the Application, the Planning Commission recommended approval of the Application to the City Council; and

**WHEREAS**, a public hearing on the proposed project was held by the City Council on March 6, 2019, and such hearing was noticed pursuant to the requirements of the Scotts Valley Municipal Code and State Law; and

**WHEREAS**, approval of this four-lot Planned Development will supersede and replace a six-unit Planned Development approved for this site in 2008; and

**WHEREAS**, the City Council certified the Mitigated Negative Declaration for the project by adoption of Resolution No. 1815.2.

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

**SECTION 1:** The City Council of the City of Scotts Valley does hereby make the following findings, as further clarified in the staff report dated March 6, 2019:

1. ***That the Planned Development Zoning District Overlay and Permit (PD) further the policies of the General Plan.*** The project meets the requirement of this finding in that the project proposes four new single-family homes within lands designated R-H, High Density Residential on the City's General Plan map. The project is consistent with the allowable General Plan density range of 9 to 15 units per acre, and results in a density of nine units per acre. The four new single-family homes are two-story and included covered garage paring, private yard space for each unit and are of a conventional design that is consistent with the character of the neighborhood. Further, the project improves and upgrades a previously developed and underutilized site providing housing opportunities for four families.
2. ***The proposed Planned Development District Overlays (PD) are consistent with the underlying land use designations and zoning districts and that of the City of Scotts Valley General Plan.*** The project meets the requirements of this finding because the PD district overlay will be combined with the base zoning districts. The resulting R-H/PD zone allows specific development standards to address the zero lot line subdivision design and duet-style homes.
3. ***That the PD conforms in all respects to the planned development zoning of the property.*** The "PD" will be an overlay zone to the proposed R-H base zoning district. The project design meets the requirement of this finding in that approval of the Planned Development Overlay will allow four new single-family homes to be developed utilizing a zero lot line subdivision design on a sloped site, such that each new home will have private yard space and covered garage parking.
4. ***That the inter-relationship between the orientation, location, mass and scale of building volumes, and elevations of buildings, structures, and other uses on-site are appropriate, compatible, and aesthetically harmonious.*** The project meets the requirements of this finding in that the overall siting and design of the buildings incorporate conventional stucco siding, cedar trim accents walls, composition shingle roofing, and window and door trim. The two-story design are approximately 27-feet in height feet, and steps down with the site's slope reducing site grading, consistent with the General Plan Action OSA-387. The PD will allow exceptions from the underlying R-H zoning standards predominantly related to lot size and configuration of the proposed lots, in order for each home to be on a separate parcel of land, which has private yard spaces. The architecture, quality exterior materials/ finishes/colors, and landscaping will create a visually harmonious project.

5. ***The environmental impacts of the project have been reviewed and considered.*** The project meets the requirements of this finding in that the Project's Initial Study and Mitigated Negative Declaration EA18-001 establishes and incorporates mitigation measures that reduce potentially significant impacts to less than significant levels. As proposed and through mitigation measures adopted for the proposed development the long and short-term environmental effects associated with this project will be less than significant.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that, after careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony and other evidence submitted in this matter, and incorporated herein by this reference, the City Council approves Planned Development District (PD18-001) for the Lantana Homes development, a four-lot single-family residential subdivision on a 0.42-acre site located at 22 Blake lane // APN 022-902-16, pursuant to the Planned Development Zone Map (Exhibit A) which is incorporated herein by this reference.

This ordinance was introduced on the 6<sup>th</sup> day of March, 2019, and was passed and adopted by the City Council of the City of Scotts Valley on the 20<sup>th</sup> day of March, 2019, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Jack Dilles, Mayor

ATTEST:

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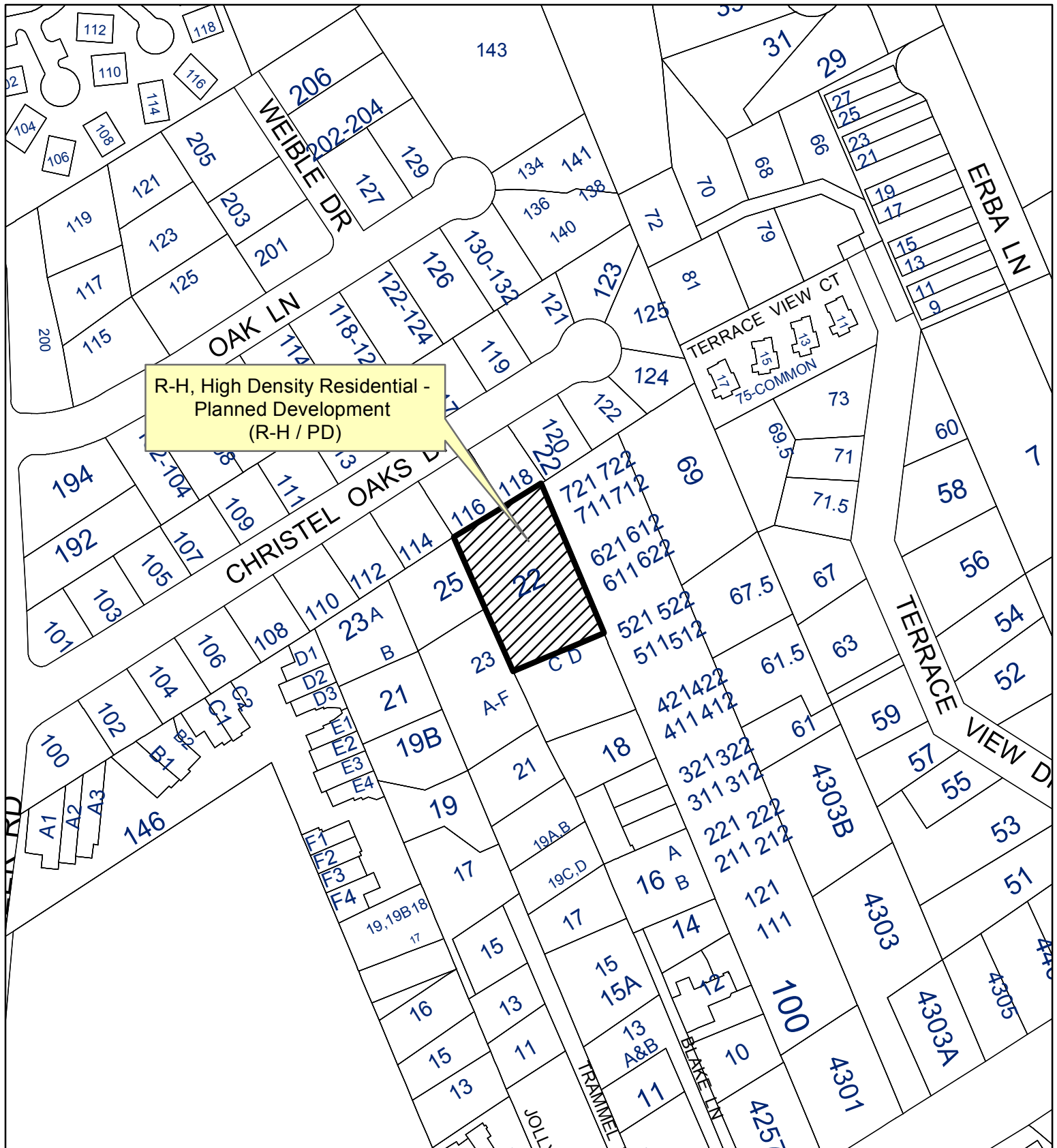
Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

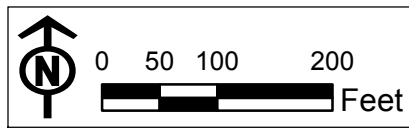
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Kirsten Powell, City Attorney

**Planned Development Map**  
**City Council Ordinance No. 16-ZC-211.1**



R-H, High Density Residential -  
Planned Development  
(R-H / PD)



**22 Blake Lane**  
**APN 022-902-16**  
**Lantana Homes**  
005



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

**DATE:** March 20, 2019

**TO:** Honorable Mayor and City Council

**FROM:** Taylor Bateman, Acting Community Development Director

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **APPROVE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES TO PREPARE CEQA ENVIRONMENTAL REVIEW FOR A PROPOSED PROJECT CONSISTING OF A MIXED-USE DEVELOPMENT WITH APPROXIMATELY 24,841 SQUARE FEET OF COMMERCIAL SPACE IN TWO BUILDINGS AND 44 APARTMENT UNITS ABOVE THE GROUND FLOOR AND A 42,764 SQUARE FOOT BELOW GRADE, TWO-LEVEL PARKING GARAGE ON PROPOSED LOT 2. PROPOSED LOT 1 WOULD BE REZONED FROM C-S COMMERCIAL-SERVICE TO R-H RESIDENTIAL VERY HIGH DENSITY (15.1 -20 UNITS/ACRE) FOR EIGHT TOWNHOUSE STYLE APARTMENT UNITS, AND A MINOR LAND DIVISION LOCATED AT 3640 GLEN CANYON ROAD.**

### **SUMMARY OF ISSUE**

The City has received an application for a mixed-use development with approximately 24,841 square feet of commercial space and 44 apartment units above the ground floor commercial use, and a 42,764 square foot below grade, two-level parking garage on proposed Lot 2. A proposed rezoned Lot 1 will consist of eight townhouse style apartment units. The approximately 3.56-acre project site is vacant and is located on the west side of State Route (SR) 17, on Glen Canyon Road and Mt Herman Road. Anticipated project entitlements include a General Plan Amendment, Zone Change, Planned Development Permit, Minor Land Division, and Design Review approvals.

On projects of this size, the City typically contracts with a planning consulting firm to prepare the necessary environmental documents required for the project. City staff prepared a Request for Proposals (RFP) for planning consulting firms which was distributed to three firms. Staff is recommending that the City select Kimley-Horn & Associates for the project due to their experience and knowledge of the City.

It is estimated the cost for the services will be \$74,583 if it determined only an Initial Study/Negative Declaration is required or \$133,923 if an EIR is required. Additionally, a \$5,000 contingency will be added to the budget for an updated acoustical report. All costs associated with the environmental review will be borne by the applicant. It is

estimated that the environmental review process will take approximately one (1) year to complete if an EIR is required. Upon Contract award and payment of the costs by the applicant, City staff and the consultant team will initiate work on the environmental review.

**FISCAL IMPACT**

There is no cost to the City; all project costs are paid for by the applicant.

**STAFF RECOMMENDATION**

It is recommended Council approve the attached agreement with Kimley-Horn and Associates for planning related services for the Oak Creek Park Mixed-Use Commercial and Residential Project and authorize the City Manager to execute the agreement.

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services ("Agreement") is made and entered into as of March 20, 2019, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and Kimley-Horn, hereinafter referred to as "CONSULTANT".

### **RECITALS**

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

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

### **AGREEMENT**

- 1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be: Bill Wiseman, Project Manager, Kimley-Horn, whose address is 824 Bay Avenue, Suite 10, Capitola, CA 95066; telephone: 831-316-1430; Email: [bill.wiseman@kimley-horn.com](mailto:bill.wiseman@kimley-horn.com).
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.

4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed no later than March 21, 2020. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed \$133,923. Periodic payments to CONSULTANT shall be made upon submittal of invoices by CONSULTANT to CITY for review and approval by the City Manager. Invoices will be paid by CITY within a reasonable time after the invoices are received and approved.

6. **Insurance:** CONSULTANT agrees to have and maintain, for the duration of the contract, the following:

i. General Liability insurance policies insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

iii. CONSULTANT agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$ 1, 000,000 which is Page 3 of 6 sufficient to insure CONSULTANT for professional errors or omissions in the performance of the particular scope of work under this agreement.

iv. CONSULTANT shall provide to the CITY all certificates of insurance, with original endorsements effecting coverage. CONSULTANT agrees that all certificates and endorsements are to be received and approved by the CITY before work commences.

v. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self -insurances maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

7. **Indemnity:** CONSULTANT shall hold harmless, indemnify and defend CITY, its elective and appointive boards, commissions, officers, agents, servants, volunteers, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) for personal injury (including death), property damage and any other damages of any sort whatsoever, arising out of the willful negligent acts, errors, or omissions of CONSULTANT or CONSULTANT'S contractors, subcontractors, agents, or employees in the performance of this Agreement. This indemnity shall not apply to any claims brought by CONSULTANT for

default of this Agreement, or for claims brought by CITY or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of CITY.

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

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

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 9 of this Agreement.

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

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

10. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY.

CONSULTANT shall obtain no rights to retirement benefits or other benefits that accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

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

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

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

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

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

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations,

agreements or understandings. Whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

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

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

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this 20<sup>th</sup> day of March, 2019, at Scotts Valley, California.

CONSULTANT:

CITY:  
CITY OF SCOTTS VALLEY

\_\_\_\_\_  
By: Bill Wiseman, Project Manager

\_\_\_\_\_  
Jenny D. Haruyama, City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Kirsten M. Powell, City Attorney

\_\_\_\_\_  
Tracy A. Ferrara, City Clerk

# **EXHIBIT “A”**

## **SCOPE OF WORK**



## Scope of Work

Kimley-Horn and Associates, Inc. (Kimley-Horn) has prepared this Scope of Work to the City of Scotts Valley (the City/Client) for preparation of either an Initial Study/Mitigated Negative Declaration (IS/MND) or a project-level focused environmental impact report (EIR) for the proposed Oak Creek Park mixed-use project (the project).

Kimley-Horn will be the prime consultant for this project and will be responsible for authorship of all work products and technical analysis for transportation, air quality, and GHG analysis.

## Project Initiation

### Project Kick-Off Meeting

Kimley-Horn's project manager and other key project team members will meet with City staff and the project applicant (as appropriate) to discuss the environmental review process for the project and develop a strategy for environmental compliance that meets the requirements of CEQA. This meeting will focus on a discussion of the technical studies that have been or are anticipated to be prepared for the project (in support of the project application) and elements of previous environmental documents that might be utilized in preparation of CEQA documentation for the project.

### Research and Investigation

Kimley-Horn will work with City staff and the project applicant to collect and review all relevant reports and sources of data. Kimley-Horn will review and confirm that the project information collected is suitable for use in developing the project description as well as applicable impact assessments for the environmental document.

This scope of work assumes that the applicant will provide to Kimley-Horn the following technical studies and plans:

- Geotechnical Report
- Architectural plans and elevations
- Engineering and infrastructure plans
- Drainage/hydrology memo
- Biological Review and Assessment
- Etymologist's Report
- Arborist Report (in-progress)

Technical studies to be prepared by Kimley-Horn and our subconsultants will be a traffic impact analysis. Should an EIR be required, Kimley-Horn will also prepare the air quality analysis, and GHG emissions analysis.

Project research will include coordination with City staff to acquire relevant environmental data, previous studies for the area, and other available files, exhibits, maps, and reference documents. The initial investigation will consist of a site visit, review of existing land uses and environmental conditions, and a photographic recording of onsite and surrounding uses.

#### Prepare Transportation Impact Analysis

The proposed mixed-use Project is anticipated to generate approximately 42 gross AM peak hour trips and 118 PM peak hour trips, based on initial estimates and the Project site plan date October 2016. There may be reductions due to internal capture and pass-by trips, which will be analyzed in the study.

KHA will prepare a Traffic Impact Analysis (TIA) which can be included in the transportation impact section of an EIR.

The traffic study will include AM and PM peak hour intersection level of service analysis for the following five (5) intersections:

1. Glen Canyon Road / 3600 Glen Canyon Road Driveway (the project driveway)
2. Mount Hermon Road / Glen Canyon Road
3. Mount Hermon Road / Scotts Valley Drive / Whispering Pines Drive
4. Mount Hermon Road / Spring Lakes Drive
5. Scotts Valley Drive / Bean Creek Road
6. Mount Hermon Road / La Madrona Drive / Highway 17 SB Off-ramp

Traffic counts were collected at Study Intersection #6 in June 2017 for another project analyzed by KHA between 7:00AM and 9:00AM and 4:00PM and 6:00PM. New counts will need to be collected for all other existing study intersections. They will be analyzed for the peak hours within these stated time periods. These intersections will be analyzed following the 2010 *Highway Capacity Manual* (HCM) methodology using Synchro software.

KHA will analyze the following four scenarios: Existing, Existing + Project, Cumulative, and Cumulative + Project. Cumulative baseline volumes will be determined in coordination with City staff. It could use the existing Town Center EIR cumulative scenario or another basis such as the City's General Plan and approved/pending projects list, as well as applicable travel

demand model forecasts. All scenarios will be analyzed using trip generation rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition*.

### Data Collection

Kimley-Horn has already acquired traffic counts for some intersections. As such, this task will include data collection at four (4) existing intersections. KHA will collect field data, review movements, signal timing and saturated flows at the following intersections during the AM and PM peak periods:

2. Mount Hermon Road / Glen Canyon Road
3. Mount Hermon Road / Scotts Valley Drive / Whispering Pines Drive
4. Mount Hermon Road / Spring Lakes Drive
5. Scotts Valley Drive / Bean Creek Road

Field observations of these study intersections will be conducted to determine the lane configurations, signal timing, and queueing. Signal timing sheets will be acquired from the City to supplement this field review. Proposed access locations for the project site will also be observed and considered. Proposed and approved future projects, as identified by the City that would add traffic to the roadway network near the project site will also be considered.

### Traffic Analysis – Existing and Existing + Project

KHA will present traffic results for the Existing and Existing + Project conditions. Trips will be assigned to the study intersections based on the existing traffic patterns, the AMBAG/RTC model, and knowledge of the area. KHA will calculate intersection levels of service using the Synchro software for both the Existing and Existing + Project scenarios.

If any deficiencies are identified, Kimley-Horn will recommend mitigation measures.

### Traffic Analysis – Cumulative and Cumulative + Project

KHA will develop cumulative baseline traffic estimates for the approved and pending projects within the study area and future traffic volumes on the roadway network. KHA will then develop traffic estimates that include the cumulative baseline volumes with the proposed project volumes (the Cumulative + Project scenario). Trips will be assigned to the study intersections based on the anticipated cumulative traffic patterns. KHA will calculate intersection levels of service using Synchro software for both the Cumulative and Cumulative + Project scenarios.

If any deficiencies are identified, KHA will recommend mitigation measures.

### Evaluation of Proposed Site Access and Parking

Kimley-Horn will qualitatively evaluate the project site access driveways. Kimley-Horn will assess anticipated driveway turn movement volumes and lane configurations in accordance with proposed project site plans.

Kimley-Horn will qualitatively evaluate on-site project circulation including vehicle circulation and on- and off-site queuing, sight distance, intersection operations at the site driveway, and the interaction of vehicles with pedestrians and bicycle pathways of travel.

KHA will conduct a traffic analysis of potential queuing and operations for the proposed site accesses on Mt. Hermon Road and on Glen Canyon Road. Recommendations for potential site plan changes will be identified if necessary. The site plan will be reviewed to evaluate if the proposed parking plan is consistent with the City's Municipal Code.

### Administrative Draft and Final Traffic Impact Analysis

Kimley-Horn will prepare two (2) written reports documenting the findings of the traffic impact analysis (TIA). The administrative draft TIA will be submitted to the City of Scotts Valley staff for review and comment. Kimley-Horn will then prepare a final TIA.

### Review Draft Transportation Impact Analysis

Kimley-Horn will review the findings of the TIA with city staff and project applicant, as appropriate. Based on the results of this meeting, Kimley-Horn will prepare either an IS/MND or EIR. Each option is described below.

### Option 1 – Initial Study / Mitigated Negative Declaration

Kimley-Horn will complete the Initial Study in accordance with CEQA Guidelines Section 15063 and Initial Study Checklist (Appendix G) in the CEQA Guidelines. For each environmental resource, the IS/MND will provide a brief analysis describing why the proposed project is consistent with previous CEQA analysis and a justification as to why no further impact analysis nor mitigation is required. It will provide construction and operational level environmental analysis for the proposed project, where appropriate.

The IS/MND will contain the following sections:

#### **Introduction & Background**

This section will identify the purpose of the IS/MND and statutory authority under CEQA, summarize the content of the IS/MND, and identify any documentation incorporated by reference.

#### **Project Description**

Kimley-Horn will work with City staff and the applicant to prepare a description of the characteristics and details of the proposed project. The project description will contain the following information but will not supply extensive detail beyond that needed for evaluation and review of the environmental impact.

- The location and boundaries of the project will be shown on a map. The location of the project will also appear on a regional map.
- A general description of the project's physical, technical, and environmental characteristics, considering the principal engineering proposals, if any, and supporting public service facilities.
- A discussion of project phasing, if applicable.

The draft project description will be submitted to the City for one round of review and comment. Kimley-Horn will incorporate the City's modifications into the project description prior to incorporation into the Administrative Draft IS/MND.

### ***Environmental Analysis***

Focus areas of analysis in the IS/MND are discussed below.

#### ***Aesthetics***

The aesthetics section will briefly summarize the visual characteristics of the project site and surrounding area. Kimley-Horn will describe the existing aesthetic environment and visual resources, including a discussion of views within the project site and views from surrounding public viewpoints, utilizing the applicant-provided conceptual renderings submitted as part of the project application.

Kimley-Horn will also address potentially significant impacts generated by the introduction of light and glare associated the project. This analysis will include a discussion of light and glare impacts on neighboring sensitive uses from streetlights, vehicle headlights, building lights, nighttime building illumination and security lighting, and other relevant sources. Kimley-Horn will review and incorporate existing City policies and guidelines regarding light and glare in the Initial Study. The Initial Study will identify the potential visual impacts and recommend mitigation measures to reduce impacts.

#### ***Air Quality***

The project is located within the jurisdiction of the Monterey Bay Air Resources Board (MBARD). Construction-related emissions generated during earthwork, paving, and building activities will be quantified with the latest version of the California Emissions Estimator Model (CalEEMod). A general description of the phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the MBARD significance thresholds. Operational (i.e., area and mobile source) emissions will be quantified and compared to the MBARD thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the latest Air Quality Attainment Plan will be evaluated.

#### ***Biological Resources***

This section will be completed based on a peer review by Kimley-Horn staff of the applicant-provided etymologist's and arborist reports, as well as previous project analysis. No biological surveys will be conducted.

The project will be evaluated as per CEQA significance criteria, including the projects conformance to policies in the City of Scotts Valley General Plan. Kimley-Horn will identify potential impacts to sensitive habitats and/or species from implementation of the project features. Measures to remedy any impacts to biological resources to a less-than-significant level will be identified, as applicable.

A summary of the etymologist's and arborist reports will be incorporated into the EIR. It will include a narrative description of site features, literature reviewed, and data from databases and the field reconnaissance survey (including a vegetation map). It will also include an evaluation of potential impacts to biotic resources and identify suitable mitigation measures, as applicable.

### *Cultural Resources*

Kimley-Horn will utilize existing City CEQA documents to characterize the cultural resources within the City. These include the 1994 General Plan EIR, the Town Center Draft EIR, the Gateway South Supplemental Draft EIR, and previous CEQA analysis on the project site. These documents will be summarized within the area of potential effect (APE) and the potential to encounter unidentified prehistoric and historic resources that have not been subject to cultural resource studies will be addressed.

### *Greenhouse Gas Emissions*

Kimley-Horn will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). Construction related GHG emissions will also be quantified and evaluated.

The emissions inventory will be quantified using CalEEMod. Consistency with applicable GHG reduction plans including applicable City plans and statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Metropolitan Transportation Plan/Sustainable Communities Strategy will be addressed, as applicable. If necessary mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed project.

### *Geology and Soils*

An analysis of geology and soils will be based on the conclusions summarized in the preliminary geotechnical exploration as provided by the project applicant. The analysis will focus on the seismicity of the area and the potential for liquefaction, subsidence and similar effects, as applicable. This section will include information associated with the regional and site-specific geology and soils constraints (such as compressible soils, serpentine soils, active faults, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and existing topography.

### *Hazards and Hazardous Materials*

Information to prepare this section will be based on prior documentation prepared for the previous project and other existing reports. Kimley-Horn will also conduct a review of the relevant Department of Substances Control (DTSC) databases to identify facilities within one mile from the project site that have potentially significant hazardous impacts. Mitigation measures for significant impacts will be identified, as appropriate.

This task does not include a site reconnaissance nor subsurface investigations.

### *Hydrology and Water Quality*

Kimley-Horn will peer review the preliminary hydrological study for the project site (as provided by the project applicant), and summarize its findings. Using published reports; Kimley-Horn will summarize groundwater conditions in and around Scotts Valley and will discuss use of groundwater, trends and general aquifer conditions within the regional watershed system. Kimley-Horn also describe the potential urban water pollutant types and their sources. This will include assessment of flood hazards and determination of 100-year flood zones.

The hydrology and water quality impact analysis will address short-term temporary construction-related effects on hydrology and water quality; long-term project-related water quality; permanent changes to stormwater drainage and/or flooding; project-related impacts to groundwater quantity and quality; and cumulative on-site and off-site hydrology and water quality impacts, particularly in context to potential impacts on any nearby creeks and drainages.

This effort will rely on existing published sources, aerial maps, and field analysis. It will not include water quality testing, or field verification of hydrologic conditions.

### *Land Use and Planning*

This section will evaluate potential impacts related to land use in the project area that could result from implementation of the project. Existing land uses in the immediate vicinity of the project site will be described. This section will also analyze the distribution, location, and extent of proposed land uses, and analysis of the proposed project with respect to logical growth patterns, compatibility, and contiguity with development in surrounding areas.

This section will also address land use consistency with the City of Scotts Valley 1994 General Plan, the City's Municipal Code, and applicable ordinances.

### *Noise*

Kimley-Horn will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to the project. The construction noise impacts will be evaluated in terms of maximum levels ( $L_{max}$ ) and hourly equivalent continuous noise levels ( $L_{eq}$ ) and the frequency of occurrence. On- and off-site operational noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise generating

activities will also be addressed and analyzed for potential impacts to the adjacent uses. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

### ***Public Services***

This section will briefly evaluate the impact of the proposed project on law enforcement, fire protection, and emergency response service. Kimley-Horn will describe the existing public services, including fire and police stations that serve the site, and the ability to meet or maintain target emergency response times. Kimley-Horn will review and incorporate existing City policies and guidelines regarding public services in the Initial Study. The Initial Study will identify the potential impacts to public services and recommend mitigation measures to reduce impacts, if necessary.

### ***Transportation***

This section will summarize the results of the Traffic Impact Analysis, as described above.

### ***Utilities and Service Systems***

Kimley-Horn will describe the existing public utilities, including wastewater collection capacity and treatment, storm drainage system, water supply, and solid waste management and the impacts that would result from implementation of the project. Kimley-Horn will review and incorporate existing City policies and guidelines regarding public utilities. The Initial Study will identify the potential impacts to public utilities and recommend mitigation measures to reduce impacts if necessary.

### ***Mandatory Findings of Significance***

This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions, as found in the Initial Study Checklist. Any mitigation measures developed to reduce adverse impacts will also be identified, to support the determination of a Mitigated Negative Declaration, or the need for preparation of an Environmental Impact Report (EIR).

### ***Figures/Graphics***

Kimley-Horn will prepare figures to enhance the written text and clarify the proposed project. Figures are anticipated to include: site plans, elevations, landscape plans, and conceptual grading and drainage plans.

### ***Deliverables***

Kimley-Horn will submit five (5) copies (or more if needed) of the Administrative Draft IS/MND.

### ***Prepare Draft IS/MND***

Kimley-Horn will prepare the Draft IS/MND by incorporating one complete set of comments on the Administrative Draft IS/MND from the City.

***Final IS/MND and MMRP***

Kimley-Horn will prepare a memorandum, if necessary, responding to comments on the Draft IS/MND. We will make any necessary changes to the IS/MND with additions marked in double-underline and deletions marked in strike-through text. This scope of work assumes no comments received that would require substantive new analysis. Therefore, 10 hours of technical staff support is assumed.

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Program (MMRP) for inclusion in project approval documents. The MMRP will list each mitigation measure and identify the party responsible for implementation, implantation trigger/timing, the agency responsible for monitoring or reporting the monitoring, and monitoring or reporting frequency.

***Deliverables***

Kimley-Horn will provide one electronic copy of the Draft IS/MND to the City in both Microsoft Word and Adobe PDF.

***Meetings and Project Management***

This task assumes attendance by Kimley-Horn staff at the following meetings:

- Project conference call (1)
- Client meeting to review the Admin. Draft IS/MND (1)
- Public hearings (2)

***Schedule***

Completion of the Public Review Draft IS/MND is estimated to take 6-8 weeks following completion of the traffic impact analysis.

**Option 2 – Environmental Impact Report**

Under this option, Kimley-Horn will prepare a project level EIR should there be the identification of significant unavoidable impacts in the traffic impact analysis. This scope of work assumes that that through the Notice of Preparation (NOP), many environmental resources will be “scoped out” from detailed analysis, and addressed in a section of the EIR entitled “Effects Found Not to be Significant.” In some cases, conditions of approval for some of these topic areas will be discussed including a rationale for determining a less than significant impact. The level of analysis for these environmental resources will be generally the same as that described above in the IS/MND scope of work.

**Project Description and Notice of Preparation*****Draft Project Description***

One of the most important tasks relative to the preparation of a legally defensible EIR is the development of an accurate and adequate project description. The project description for the project will be used as the basis for preparing the impact analysis, as required by CEQA. This scope of work assumes that the project applicant and City will provide all architectural plans

(e.g. site plan, elevations, renderings, etc.) as well as engineering plans including; demolition plans, grading plans, on- and off-site improvement plans (water, sewer, and storm drainage), construction schedule, etc.

The draft project description, including all relevant figures, will be provided to the City for review and comment by City staff and the project applicant, if applicable.

### **Notice of Preparation**

Following City review of the draft project description, Kimley-Horn will prepare the Notice of Preparation (NOP) that summarizes the project and what environmental issues will be addressed fully in the project-level EIR and those that will be determined to be insignificant, as described below. *Note that this approach takes a conservative approach by including potentially significant and legally challengeable environmental resource topics. This list may be amended based on discussions with City staff and the project applicant, as appropriate.*

| Included for Detailed EIR Analysis (Potentially Significant)                                                                                                                                                                    | Excluded from Detailed EIR Analysis (Insignificant)                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>▪ Aesthetics</li> <li>▪ Air Quality</li> <li>▪ Greenhouse Gas Emissions</li> <li>▪ Hydrology &amp; Water Quality</li> <li>▪ Noise</li> <li>▪ Transportation &amp; Circulation</li> </ul> | <ul style="list-style-type: none"> <li>▪ Agricultural Resources</li> <li>▪ Biological Resources</li> <li>▪ Cultural Resources</li> <li>▪ Geology &amp; Soils</li> <li>▪ Hazards &amp; Hazardous Materials</li> <li>▪ Land Use / Planning</li> <li>▪ Mineral Resources</li> <li>▪ Population &amp; Housing</li> <li>▪ Public Services (incl. recreation)</li> <li>▪ Utilities &amp; Service Systems</li> </ul> |

The NOP will adhere to the content requirements set forth in the CEQA Guidelines, including information describing the project, its location, and probable environmental effects. Kimley-Horn will work with the City to ensure the NOP are published and distributed to the responsible agencies and the Office of Planning and Research (OPR). This work plan assumes the City will provide payment for publication of the NOP in applicable newspapers.

Comments received during the 30-day public review period for the NOP will be used to finalize the scope of the EIR. Kimley-Horn will review the comments and determine whether any issues require a modification to this work plan.

## Administrative Draft EIR

The specific work efforts related to the environmental analysis that will be conducted in support of the EIR are described in this section. This information will be included in the Administrative Draft EIR (internal draft) for review and comment by the City.

### Executive Summary

Kimley-Horn will provide an Executive Summary for the Draft EIR including summary of the project, an overview of project impacts, mitigation, levels of significance after mitigation, summary of project alternatives, areas of controversy, and issues to be resolved. The impacts section of the Executive Summary will be presented in a tabular format and will be included in the Screencheck Draft EIR, following City review of the Administrative Draft EIR.

### Introduction and Purpose

This section will identify the purpose of the Draft EIR and statutory authority under CEQA, as well as document-scoping procedures, summary of the EIR format, listing of responsible and trustee agencies and documentation incorporated by reference.

### Final Project Description

Kimley-Horn will update/finalize the project description based on NOP comments and any minor refinements as provided by the City and/or the project applicant.

### Environmental Analysis

Each environmental section in the Draft EIR will include sections for existing setting, thresholds of significance, an analysis of project-related impacts, and mitigation measures to avoid or reduce significant impacts. To the degree possible, thresholds will be based on the *City of Scotts Valley General Plan*, as well as Appendix G of the State CEQA Guidelines.

### Aesthetics

The project site is visible to the surrounding community in the City of Scotts Valley, particularly from Mt. Hermon Road.

The aesthetics section of the Draft EIR will identify the visual characteristics of the project site and surrounding area. Kimley-Horn will describe the existing aesthetic environment and visual resources, including a discussion of views within the project site and views from surrounding areas, particularly from the adjacent uses, utilizing pictures and information from a site reconnaissance of the project site and surrounding area.

Architectural renderings and elevations, as provided by the project applicant, will be included as exhibits in the Draft EIR. These graphic illustrations will provide design elements that will aid in the analysis. The impact analysis will focus on scenic and public viewpoints and changes to the visual character of the project in context to surrounding land uses. Potential impacts associated with the introduction of additional light and glare will also be addressed. Mitigation measures will be provided where necessary to reduce impacts associated with the project.

***Air Quality***

Kimley-Horn will evaluate air quality impacts associated with the project. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed. The analysis of air quality impacts will be based on the methodologies and significance thresholds recommended by the Monterey Bay Air Resources District (MBARD). The air quality analysis will assess short-term construction and long term operational regional air pollutant emissions associated with the project.

Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. The current status and applicability of the MBARD's Air Quality CEQA Guidelines will be described. An overview of the nature and location of existing sensitive receptors will be also provided.

To evaluate construction related emissions, the latest version of the California Emissions Estimator Model (CalEEMod) will be used. A general description of the construction phase of the project will be required. The air pollutant emissions during construction will be compared to the MBARD significance thresholds.

Kimley-Horn will quantify operational (i.e., area and mobile source) emissions and provide a comparison to the MBARD significance thresholds. The emissions will be quantified with CalEEMod. Localized impacts to nearby sensitive receptors will also be addressed. Consistency of the project's regional emissions will be evaluated against the MBARD's 2012-2015 Air Quality Management Plan (AQMP). The determination of AQMP consistency is primarily concerned with the long-term influence of a project on air quality in the North Central Coast Air Basin.

***Greenhouse Gas Emissions***

Land use data will be reviewed and an inventory of GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation) will be prepared. Total GHG emissions from construction activities will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency.

Consistency with applicable GHG reduction plans including applicable City plans and statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Metropolitan Transportation Plan/Sustainable Communities Strategy will be addressed, as applicable. If necessary mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed project.

***Hydrology & Water Quality***

This section will be based on a draft hydrology and drainage technical information, as provided by the project applicant.

Kimley-Horn will describe the hydrological setting of the City, including its location within the regional watershed system. Kimley-Horn will also describe the potential urban water pollutant types and their sources. This will include assessment of flood hazards and determination of 100-year flood zones.

The hydrology and water quality impact analysis will address short-term temporary construction-related effects on hydrology and water quality; long-term project-related water quality; permanent changes to stormwater drainage and/or flooding; project-related impacts to groundwater quantity and quality; and cumulative on-site and off-site hydrology and water quality impacts.

Applicable federal, state, and local regulations for stormwater drainage, grading and erosion control, and other water quality protection procedures will be described. Kimley-Horn will discuss potential flooding hazards, general management practices, and mitigation measures to reduce the effects of storm water runoff.

Using published reports; Kimley-Horn will summarize general groundwater conditions in and around Scotts Valley and will discuss use of groundwater, trends and general aquifer conditions. This effort will rely on existing published sources and will not include water quality testing, or field verification of stream conditions.

### **Noise**

Kimley-Horn will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to the project. The construction noise impacts will be evaluated in terms of maximum levels ( $L_{max}$ ) and hourly equivalent continuous noise levels ( $L_{eq}$ ) and the frequency of occurrence. On- and off-site operational noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise generating activities will also be addressed and analyzed for potential impacts to the adjacent uses. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

### **Transportation and Circulation**

This chapter of the EIR will summarize the results of the Traffic Impact Analysis, as described above.

### **Growth Inducement and Cumulative Impacts**

Kimley-Horn will discuss potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126.2. The analysis in this section will be based on data from the Association of Monterey Bay Area Governments (AMBAG), California Department of Finance, and U.S. Census data. Potential sources of growth inducement and their impacts, such as the removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable.

In accordance with Section 15130 of the CEQA Guidelines, this section provides a listing of cumulative projects and actions under consideration. Kimley-Horn will consult with City staff to define the appropriate study area for the cumulative analysis (e.g. list of approved, pending or proposed development projects in the City or general plan build-out). Kimley-Horn will discuss cumulative impacts for each environmental issue area identified above, and will provide both quantitative and qualitative levels of analysis.

### **Alternatives**

Pursuant to CEQA Guidelines Section 15126.6, Kimley-Horn will provide an analysis of up to three (3) alternatives, including an analysis of the “No Project” Alternative. The analysis will include a sufficient level of detail to allow decision makers to gain a greater understanding of all alternatives should a determination be rendered to support an alternative development scenario. This alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

### **Additional Sections**

Kimley-Horn will provide additional sections in the EIR to meet the CEQA Guidelines including the following: Significant Irreversible Environmental Changes, Effects Found Not to be Significant, Inventory of Mitigation Measures, Inventory of Unavoidable Adverse Impacts, and Organizations and Persons Consulted / Bibliography.

### **Effects Found Not to Be Significant**

All other environmental resource sections (per Appendix G of the CEQA Guidelines) not discussed above will be addressed in this section. The level of effort is generally consistent with the respective environmental resources described in the IS/MND scope above.

### **Figures/Graphics**

Kimley-Horn will prepare figures to enhance the written text and clarify the project and potential environmental impacts. Figures are anticipated to include: regional vicinity map, local vicinity map, site photos, site plans, grading and drainage plans, utilities and infrastructure improvements, etc. Additionally, graphics displaying “frame views” of the proposed development on the project site will be prepared.

### **Administrative Draft EIR**

Kimley-Horn will assemble all completed sections into a single consolidated Administrative Draft EIR submittal (ADEIR) with appendices. The ADEIR will include figures to enhance the written text and clarify the project’s environmental impacts. The entire document will be reviewed to ensure consistent references to terms, methodology of analysis, correct use of grammar, etc.

The Administrative Draft EIR will be sent to the City for review by City staff and the City attorney.

## Public Review Draft EIR

### Screencheck and Public Review Draft EIR

Kimley-Horn will respond to the City review of the ADEIR and will prepare the Public Review Draft EIR. This subtask includes preparation of an electronic Screencheck EIR prior to publication of the Public Review Draft EIR.

In addition, Kimley-Horn will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for delivery to the State Clearinghouse. It is assumed that the City will be responsible for public posting of the NOA (e.g. newspaper).

## Certification of the Environmental Impact Report

### Administrative Final EIR

Kimley-Horn will meet and/or coordinate with City staff to review written comments on the Public Review Draft EIR; comments from public meetings/hearings (if applicable); and develop a strategy and framework for responding to comments. Given the fact that Kimley-Horn does not know how many comment letters and public hearing comments will be received, we have included an initial estimate of time in the project budget. Once all comments are received, Kimley-Horn will review and discuss any modifications to the budget estimate with City staff.

Upon review of the comment letters and discussions with City staff, Kimley-Horn will prepare an Administrative Final EIR with written responses to comments received on the Public Review Draft EIR. The Administrative Final EIR will consist of comment letters, responses to comments, and Public Review Draft EIR errata pages indicating text changes in underlined text for additions and ~~strikeout~~ text for deletions, with notations for the relevant response to comment. The Administrative Final EIR will be sent to the City for review and comment.

### Final EIR

Kimley-Horn will respond to City comments on the Administrative Final EIR, complete necessary revisions, and prepare the Final EIR.

### Meetings and Project Management

Bill Wiseman, Project Manager, will be responsible for quality assurance/control and that the project is completed on schedule and within budget as expeditiously as possible. This task assumes attendance by Kimley-Horn staff at the following meetings:

- Project Kick-off meeting (1)
- Project Team Meetings (3)
- Project Team Conference Calls (5)
- Planning Commission Meeting (1)
- Council Meeting (1)

This scope of work assumes that Kimley-Horn's role at the public meetings will be to provide support to the City in answering questions and providing general guidance and recommendations. Kimley-Horn will be responsible for providing presentation materials. Attendance at the City Planning Commission and Council meetings assumes preparation of a PowerPoint presentation regarding the CEQA analysis.

### Project Deliverables

Kimley-Horn will provide digital copies as well as hard copies (as noted) of the following project deliverables to the City:

- Administrative Draft and Draft Project Description
- Draft and Final Notice of Preparation
- Administrative Draft EIR (5 copies)
- Screencheck Draft EIR (1 copy)
- Public Review Draft EIR (50 copies)
- Administrative Draft Final EIR & Response to Comments (5 copies)
- Final EIR (10 copies)

### Project Schedule

Kimley-Horn has assumed a 10-month schedule from the date of contract approval, as shown below.

| Task                           | Duration (months) |
|--------------------------------|-------------------|
| Project Kick-off Meeting       | 1                 |
| Draft Project Description      | 3                 |
| Notice of Preparation          | 3                 |
| Administrative Draft EIR       | 4                 |
| Public Review Draft EIR        | 5                 |
| Administrative Draft Final EIR | 8                 |
| Public Hearings/Approvals      | 10                |

### Project Assumptions

In addition to any assumptions noted above, the scope and associated costs are based on the following assumptions:

1. The cost estimate includes meetings described in this scope of work. Additional meetings will be billed on a time and materials basis.
2. The Client and project applicant will provide Kimley-Horn with all technical materials, maps, project plans, GIS data, etc. as they become available. This scope of work assumes that all project plans and supporting technical studies to be prepared outside of this scope of work will be provided prior to preparation of the Administrative Draft EIR and that no further modification to the data will be required.
3. The project applicant will provide various technical reports that will be used as supporting background information in the EIR. This scope of work assumes that these reports will be sufficient in their accuracy and comprehensive in their level of detail sufficient for preparing the CEQA analysis. Kimley-Horn, and our sub-consultants (where applicable), will review the first draft of these documents. Should it be found that the information presented is not adequate (at the discretion of Kimley-Horn and the Client), and that additional substantive revisions are required, Kimley-Horn reserves the right to request additional compensation on a time and materials basis, per prior approval by the Client.
4. No new technical analysis or preparation of technical reports will be required, other than those identified in this scope of work.
5. All products will be submitted to the Client in electronic (PDF) format and source files, except for printed copies as identified in this scope of work.
6. Client will act as a clearinghouse for comments on all administrative draft documents and will provide Kimley-Horn with a single, internally reconciled set of comments for each submitted draft document.
7. There will be a single round of review and revision to the Administrative Draft EIR prior to preparation of the Screencheck Draft EIR. If Client feels that additional Administrative Draft EIR documents are necessary, a contract amendment for additional work may be necessary, depending on the nature and circumstances associated with the additional changes (e.g. changes to the project description, additional technical analysis required, etc.). These changes can be characterized as being outside of the control or knowledge of Kimley-Horn and would not be considered reasonable from the standpoint of professional standards of service and appropriate due diligence. The Client and Consultant (Kimley-Horn) will meet with the project applicant to review the Administrative Draft at least two weeks prior to the preparation of the Public Review Draft EIR to ensure that the project description is correct and to address any corrections and clarifications to the impact analysis and recommended mitigation measures.
8. Revisions to the Screencheck Draft EIR will focus on typographical errors, formatting issues, and other minor edits. Such revisions will not include substantive content changes from the Client and the project applicant. Edits other than typographical and formatting may require discussion and substantiation from the project applicant.
9. The Client will develop the mailing list for distribution of the EIR and notices. The Client will be responsible for newspaper costs of publication of notices.

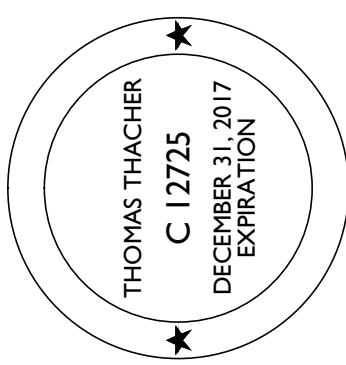
10. The project budget is based on completion of work within an agreed upon schedule. If substantial delay occurs, an amendment of the budget may be warranted to accommodate additional project management time and other costs. Substantial delay is normally defined as 90 days or more.
11. Because the extent of public and agency comments received on the Draft EIR is unknown, the proposed budget includes a preliminary budget estimate of time to respond to comments. Kimley-Horn will consult with the Client after the evaluation of the comments to determine if the preliminarily budget estimate is sufficient.
12. Once the project description, baseline and alternatives are approved by the Client for analysis in the EIR, it is assumed that they will not change significantly thereafter. If changes requiring revisions to the EIR occur, an amendment of the budget may be warranted.
13. The CEQA statutes or guidelines may change during the course of this EIR, or legal decisions can alter the extent of the analysis needed. If amendments or decisions redoing work already performed or substantially increasing effort, a contract amendment may be warranted.
14. This project includes an allowance for printing as shown in the attached budget. This is an allowance only, based on the numbers of products and copies shown in this scope of work. If this allowance is exceeded, additional printing costs will be billed at Kimley-Horn's direct cost.
15. The Client will be responsible for meeting logistics, including schedule coordination, public outreach, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.
16. The Client will be responsible for identifying and communicating with all stakeholders including on-going scheduling and coordination and distribution of all materials.
17. The Client will coordinate/schedule all internal staff meetings.
18. Project schedule assumes timely review by the Client (~20 working days) for all product deliverables.
19. Kimley-Horn retains the right to transfer budget allocations between tasks to support completion of the work products, as needed, as long as the total budget is not exceeded. Shifts in task budget allocation will be at the discretion of Kimley-Horn's Project Manager.
20. The project budget is a fixed-fee, unless where otherwise noted, and is subject to the contract requirements as agreed to between Kimley-Horn and the Client.



**OAK CREEK PARK**  
MOUNT HERMON ROAD AT SCOTTS VALLEY DRIVE  
SCOTTS VALLEY, CA

DRAWING DATE  
OCTOBER, 2016

PROJECT FILE NAME:  
GRANUM I6.SD

[illegible]

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

**DATE:** March 20, 2019

**TO:** Honorable Mayor and City Council

**FROM:** Daryl Jordan, Public Works Director/City Engineer

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT  
AGREEMENT FOR SCOTTS VALLEY TRIPLEXES  
SUBDIVISION, TRACT NO. 1594, SCOTTS VALLEY DRIVE  
(APN 022-902-12)**

### **SUMMARY OF ISSUE**

On February 15, 2017, the City Council approved an application filed by Lennar Homes of California, Inc., for a Tentative Subdivision Map for a planned development comprised of two triplexes (6 condominium units). The subject parcels located on the northwest side of Scotts Valley Drive, along the Acorn Court alignment. Tract No. 1594, MND12-001, LD00-002, PD10-003, DR00-014, APN 022-902-12. Staff reviewed the conditions of approval and has found that all required conditions have been completed.

The project requires the City of Scotts Valley to enter into a Subdivision Improvement Agreement with Lennar Homes of California, Inc., for the development of the two triplexes known as Scotts Valley Triplexes Subdivision. The Agreement will require the Developer to complete approximately \$259,000 in public improvements and drainage infrastructure in accordance with the project conditions of approval, including one hundred and fifty percent bonding requirements.

### **FISCAL IMPACT**

There is no fiscal impact to the General Fund. Approximately \$5,109 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.1830.6, approving the parcel map, and Resolution No. 960.87 approving the Subdivision Improvement Agreement and Bonds, for Scotts Valley Triplexes Subdivision, Tract No. 1594, Scotts Valley Drive, APN 022-902-12.

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**RESOLUTION NO. 1830.6**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY  
APPROVING THE FINAL MAP FOR SCOTTS VALLEY TRIPLEXES SUBDIVISION,  
TRACT NO. 1594, SCOTTS VALLEY DRIVE (APN'S 022-902-12)**

**WHEREAS**, the City of Scotts Valley (City) approved the Tentative Map for Tract 1594 (the Subdivision), MND12-001, LD00-002, PD10-003, DR00-014, on February 15, 2017; and

**WHEREAS**, consistent with the approved Tentative Map, Lennar Homes of California, Inc., submitted a Parcel Map for the Subdivision; and

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

**WHEREAS**, the City has determined that the Parcel 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 Parcel 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 Parcel 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 20<sup>th</sup> day of March, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jack Dilles, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk

TRACT NO. 1594  
SCOTTS VALLEY  
TRIPLEXES SUBDIVISION

FOR CONDOMINIUM PURPOSES  
CONSISTING OF 4 SHEETS  
BEING A SUBDIVISION OF THE LANDS OF  
LENNAR HOMES OF CALIFORNIA, INC.  
RECORDED JUNE 10, 2014 AS DOC. NO. 2014-0018302  
SITUATE IN THE CITY OF SCOTTS VALLEY,  
COUNTY OF SANTA CRUZ, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • SACRAMENTO  
FEBRUARY 2019

**OWNER'S ACKNOWLEDGEMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATION 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

STATE OF \_\_\_\_\_ I SS.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ 20\_\_\_\_ BEFORE ME, \_\_\_\_\_ A  
NOTARY PUBLIC, PERSONALLY APPEARED  
\_\_\_\_\_ WHO  
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S)  
IS/ARE SUBMITTED HEREON. I HAVE EXAMINED THE SIGNATURE(S) OF THE PERSON(S) AND  
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, 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  
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

NOTARY'S SIGNATURE: \_\_\_\_\_

PRINTED NOTARY'S NAME: \_\_\_\_\_

NOTARY'S PRINCIPAL PLACE OF BUSINESS: \_\_\_\_\_

NOTARY'S COMMISSION NUMBER: \_\_\_\_\_

EXPIRATION OF NOTARY'S COMMISSION: \_\_\_\_\_

**RECORDER'S STATEMENT**

SERIAL NUMBER \_\_\_\_\_  
I HEREBY STATE THAT THIS MAP WAS PRESENTED AT \_\_\_\_\_ M. ON THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_ AT THE REQUEST OF THE CITY ENGINEER OF SCOTTS  
VALLEY, STATE OF CALIFORNIA, AND THAT AFTER EXAMINATION, I ACCEPT SAID MAP FOR  
RECORDATION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, AT  
\_\_\_\_\_ M. IN VOLUME \_\_\_\_\_ OF MAPS, AT PAGE \_\_\_\_\_, SANTA CRUZ COUNTY  
RECORDS.

COUNTY RECORDER OF SANTA CRUZ COUNTY

BY DEPUTY \_\_\_\_\_

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE DEVELOPERS AND OWNERS, OR HAVE SOME RIGHT, TITLE OR  
INTEREST IN, AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS  
MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE  
TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID  
MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. THOSE AREAS DESIGNATED AND DELINEATED AS "PUBLIC UTILITY EASEMENT (PUE)" FOR PUBLIC  
UTILITY PURPOSES, FOR SUCH USE AS SANITARY SEWER MAINS, WATER MAINS, STORM DRAINS,  
GAS MAINS, PUBLIC UTILITIES INCLUDING ELECTRIC, COMMUNICATION AND CABLE TELEVISION  
ACILITIES AND OTHER SIMILAR USES, TOGETHER WITH APPURTENANCES HEREOF AND WITH  
RIGHTS OF ACCESS AND EGRESS TO AND FROM SAID AREAS, AND TO THE EASEMENT AREAS AND  
FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT LAWFUL FENCES, SURFACE  
PAVEMENT, UNSUPPORTED ROOF OVERHANGS, IRRIGATION SYSTEMS, UTILITY COMPANY  
STRUCTURES AND APPURTENANCES THEREOF.

2. THOSE AREAS DESIGNATED AND DELINEATED AS "EMERGENCY VEHICLE ACCESS EASEMENT"  
(EVAE) FOR EMERGENCY VEHICLE ACCESS TO AND FROM THE REAL PROPERTY, AND FOR EASEMENT  
ACCESS OVER UPON AND ACROSS THOSE AREAS OF LAND, SAID EMERGENCY VEHICLE ACCESS  
EASEMENT SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND  
EXCEPT LAWFUL FENCES, SURFACE PAVEMENT, UNSUPPORTED ROOF OVERHANGS, IRRIGATION  
SYSTEMS, UTILITY COMPANY STRUCTURES AND APPURTENANCES THEREOF.

THE UNDERSIGNED DOES HEREBY OFFER TO DEDICATE TO THE CITY OF SCOTTS VALLEY ALL STREETS  
AND PORTIONS OF STREETS HERETOFORE EXISTING AND DESIGNATED AS ACORN COURT SHOWN  
WITHIN THE BOUNDARY OF THIS MAP; SAID DEDICATION AND OFFER OF DEDICATION ARE FOR ANY  
AND ALL PUBLIC USES UNDER, UPON AND OVER SAID STREETS AND PORTIONS THEREOF. THE HEREIN  
DESCRIBED OFFER OF DEDICATION TO THE CITY OF SCOTTS VALLEY IS TO BE ACCEPTED ONLY WHEN  
THE CITY OF SCOTTS VALLEY HAS A RESOLUTION ACCEPTING SAID ACORN COURT, UNTIL SAID  
RESOLUTION IS RECORDED. ALL OF ACORN COURT SHALL BE MAINTAINED BY THE DEVELOPER DURING  
ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE HOMEOWNERS' ASSOCIATION. THE CITY  
SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO  
SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON.

THE AREA DESIGNATED AS PAE (PRIVATE ACCESS EASEMENT), AS SHOWN UPON SAID MAP, IS NOT  
HEREBY DEDICATED FOR USE BY THE GENERAL PUBLIC, BUT IS RESERVED FOR THE PURPOSE OF  
PRIVATE INGRESS AND EGRESS OVER THE ADJOINING PARCEL ALL IN ACCORDANCE WITH THE  
SUBDIVISION RESTRICTIONS FOR THIS PROJECT. SAID PAE TO BE CONVEYED TO THE APPROPRIATE  
PARTIES SUBSEQUENT TO THE FILING OF THIS MAP.

LOT 1 AND PARCEL A ARE TO BE CONVEYED BY SEPARATE INSTRUMENT TO THE HOMEOWNERS'  
ASSOCIATION SUBSEQUENT TO THE FILING OF THIS MAP.

AS OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

EXHIBIT A

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN  
CONFORMANCE WITH THE SURVEYING ACT AND THE RULES AND REGULATIONS THEREUNDER, AT  
THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN OCTOBER 2015. I HEREBY STATE THAT  
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP,  
THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE  
CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THEY WILL BE PLACED IN THOSE POSITIONS  
ON OR BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO  
ENABLE THE SURVEY TO BE RETRACED.

MARK H. NEUBER, P.L.S.  
L.S. NO. 7960

DATE



TRACT NO. 1594  
SCOTTS VALLEY  
TRIPLEXES SUBDIVISION

FOR CONDOMINIUM PURPOSES  
CONSISTING OF 4 SHEETS  
BEING A SUBDIVISION OF THE LANDS OF  
LENNAR HOMES OF CALIFORNIA, INC.  
RECORDED JUNE 13, 2014 AS DOC. NO. 014018502  
SITUATED IN THE CITY OF SCOTTS VALLEY,  
COUNTY OF SANTA CRUZ, CALIFORNIA

**Carlson, Barbee & Gibson, Inc.**  
CIVIL ENGINEERS • SURVEYORS • PLANNERS  
SAN RAMON • SACRAMENTO

FEBRUARY 2019

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF ANY, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT, SECTION 66442(A), (2), (3), ET SEQ. AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF ANY, HAVE BEEN COMPLIED WITH.

DARYL JORDAN  
P.C.E. 58036  
CITY ENGINEER/DIRECTOR/CITY ENGINEER  
CITY OF SCOTTS VALLEY, CALIFORNIA

DATE

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP PURSUANT TO GOVERNMENT CODE SECTION 66442(A)(1), AND 66442(A)(2), AND PURSUANT TO GOVERNMENT CODE SECTION 66442(A)(3), I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

ROBERT CRAIG, PLS. 5418  
CITY ENGINEER/SURVEYOR  
CITY OF SCOTTS VALLEY

DATE

GEOTECHNICAL REPORT

A GEOTECHNICAL REPORT ON THIS PROPERTY ENTITLED "GEOTECHNICAL EXPLORATION UPDATE" AND DATED SEPTEMBER 29, 2011 WAS PREPARED BY ENGEO, INC. A COPY OF THIS REPORT IS ON FILE WITH THE PLANNING DEPARTMENT OF THE CITY OF SCOTTS VALLEY.

CITY CLERK'S STATEMENT

IT IS HEREBY ORDERED THAT THE MAP OF TRACT NO. 1594 BE, AND THE SAME IS HEREBY APPROVED, THAT ALL STREETS SHOWN ON THE MAP NOT BE ACCEPTED AT THIS TIME, THOUGH THE CITY'S RIGHT TO ACCEPT SUCH DEDICATION IN THE FUTURE IS EXPRESSLY RESERVED AND EASEMENTS FOR PUBLIC SERVICE FACILITIES SHOWN HEREON BE ACCEPTED. I HEREBY CERTIFY THAT THE FOREGOING ORDER WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AT A MEETING HELD ON \_\_\_\_\_

TRACY A. FERRARA  
CITY CLERK  
CITY OF SCOTTS VALLEY, STATE OF CALIFORNIA

DATE

CLERK'S OF THE BOARD OF SUPERVISORS CERTIFICATE

THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ DOES HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITIES REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE HAVE BEEN DULY FILED AND DEPOSITS HAVE BEEN MADE AS REQUIRED BY SAID SECTIONS. I HEREBY APPROVE SAID CERTIFICATES AND SECURITIES ON BEHALF OF THE COUNTY OF SANTA CRUZ.

EX-OFFICIO CLERK OF THE BOARD  
OF SUPERVISORS OF SANTA CRUZ COUNTY  
STATE OF CALIFORNIA

BY DEPUTY

DATE

AUDITOR CONTROLLER'S STATEMENT

I DO HEREBY STATE THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE LAND INCLUDED IN THE WITHIN MAP, EXCEPT ANY PAYABLE FOR EXCEPT TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOT YET PAYABLE. THE SUM OF \$ \_\_\_\_\_ FOR THE YEAR 20\_\_\_\_ AND THAT SAID LAND OR PORTION THEREOF IS SUBJECT TO SPECIAL ASSESSMENTS IN SPECIAL ASSESSMENT DISTRICTS AS FOLLOWS, TO WIT:

| NAME, NUMBER OR DESIGNATION OF DISTRICT | TOTAL OUTSTANDING PRINCIPAL AND INTEREST TO MATURITY | FINAL MATURITY DATE |
|-----------------------------------------|------------------------------------------------------|---------------------|
| _____                                   | _____                                                | _____               |

AND THAT THIS CERTIFICATE DOES NOT INCLUDE ANY ASSESSMENTS OF ANY ASSESSMENT DISTRICT THE BONDS OF WHICH HAVE NOT YET BECOME A LIEN AGAINST SAID LAND OR ANY PART THEREOF.

DATED \_\_\_\_\_  
AUDITOR-CONTROLLER OF THE COUNTY OF SANTA CRUZ  
STATE OF CALIFORNIA  
BY \_\_\_\_\_  
DEPUTY

# TRACT NO. 1594

## SCOTTS VALLEY

### TRIPLEXES SUBDIVISION

FOR CONDOMINIUM PURPOSES

CONSISTING OF 4 SHEETS

BEING A SUBDIVISION OF THE LANDS OF

LENNAR HOMES OF CALIFORNIA, INC.

RECORDED JUNE 10, 2014 AS DOC. NO. 2014-0018502

SITUATE IN THE CITY OF SCOTTS VALLEY,

COUNTY OF SANTA CRUZ, CALIFORNIA

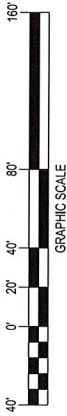
**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • SACRAMENTO

SCALE: 1" = 40'

FEBRUARY 2019



#### BASIS OF BEARINGS:

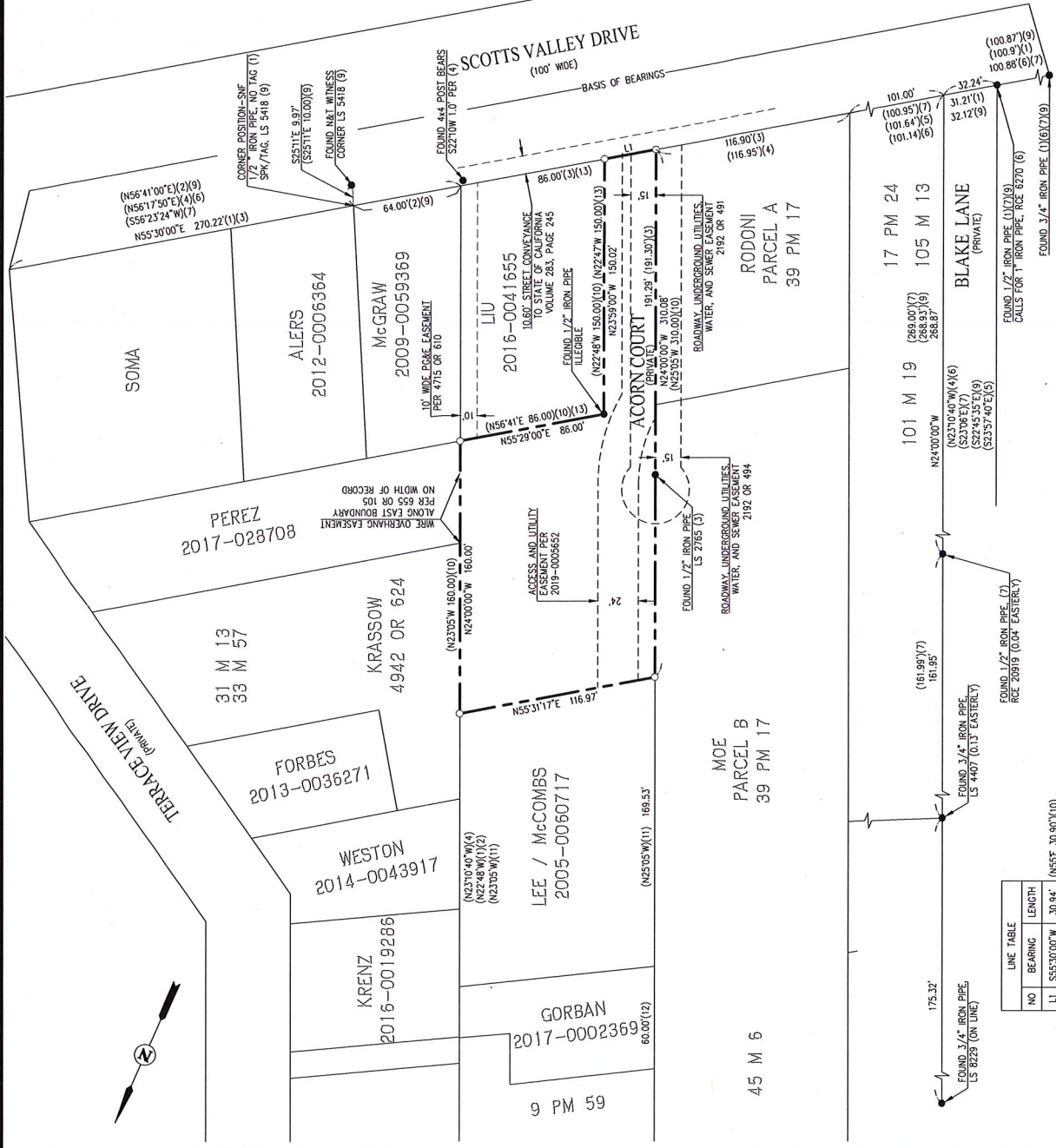
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENTATION FOR THE NORTHWESTERN LINE OF SCOTTS VALLEY DRIVE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 50 OF MAPS AT PAGE 27, THE BEARING BEING N55°30'00"E.

#### LEGEND

|     |                                             |
|-----|---------------------------------------------|
| --- | SUBDIVISION BOUNDARY LINE                   |
| --- | PROPOSED LOT LINE                           |
| --- | EXISTING LOT LINE                           |
| --- | EASEMENT LINE                               |
| --- | TOTAL                                       |
| ○   | SET 1.5" IRON PIPE OR NAIL AND TAG, LS 7960 |
| ●   | FOUND IRON PIPE OR REBAR AS NOTED           |
| ●   | EMERGENCY VEHICLE ACCESS EASEMENT           |
| --- | PRIVATE ACCESS EASEMENT                     |
| --- | PUBLIC UTILITY EASEMENT                     |

#### REFERENCES:

- (A) INDICATES REFERENCE NUMBER  
 (1) RECORD OF SURVEY (50 M 27)  
 (2) RECORD OF SURVEY (31 M 13)  
 (3) PARCEL MAP (39 PM 17)  
 (4) RECORD OF SURVEY (45 M 6)  
 (5) PARCEL MAP (17 PM 24)  
 (6) RECORD OF SURVEY (101 M 19)  
 (7) RECORD OF SURVEY (105 M 13)  
 (8) PARCEL MAP (9 PM 59)  
 (9) CORNER RECORD (9 PM 59)  
 (10) DOCUMENT NO. 2014-0018502  
 (11) DOCUMENT NO. 2005-0080717  
 (12) DOCUMENT NO. 2013-0029913  
 (13) DOCUMENT NO. 2001-0043043



| LINE TABLE | NO | BEARING     | LENGTH |
|------------|----|-------------|--------|
|            | L1 | S55°30'00"W | 30.94' |

1582-210

SHEET 3 OF 4



**RESOLUTION NO. 960.87**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY  
AUTHORIZING EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT  
FOR SCOTTS VALLEY TRIPLEXES SUBDIVISION, TRACT NO. 1594,  
SCOTTS VALLEY DRIVE (APN 022-902-12)**

**WHEREAS**, the City Council of the City of Scotts Valley desires to enter into a Subdivision Improvement Agreement, attached as Exhibit A, with Lennar Homes of California, Inc., for the development of a two triplexes (6 condominium units) dwelling units known as Scotts Valley Triplexes Subdivision, Tract No. 1594, MLD12-001, LD00-002, PD10-003, DR00-014 (the "Agreement"); and

**WHEREAS**, the Agreement will require the Developer to complete approximately \$259,000 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 January, 2019, and as noted in attached Exhibit B; and

**WHEREAS**, Developer has submitted sureties in the amount of \$259,000 for Faithful Performance and \$129,500 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 Lennar Homes of California, Inc., is hereby approved and the City Manager is hereby authorized to execute the Subdivision Improvement Agreement for the development of Scotts Valley Triplexes 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 20<sup>th</sup> day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: \_\_\_\_\_  
Jack Dilles, Mayor

Attest: \_\_\_\_\_  
Tracy A. Ferrara, City Clerk

# EXHIBIT A

NO RECORDING FEE PER GOV. CODE SEC. 27383  
Recorded At Request Of  
And When Recorded, Return To:

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 LENNAR HOMES OF CALIFORNIA, INC., a California corporation, hereinafter referred to as "Owners" on March 1, 2019.

#### 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 Scotts Valley Triplexes, Tract 1594, Improvement Plans dated January \_\_\_\_, 2019.

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:

BRENT REED  
Lennar Homes of California, Inc.  
2603 Camino Ramon, Suite 525  
San Ramon, CA 94583

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.

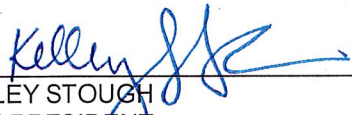
**14. Entire Agreement.** This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included or referred to in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, the counsel 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

"OWNER"  
LENNAR HOMES OF CALIFORNIA, INC.,  
A CALIFORNIA CORPORATION

BY: \_\_\_\_\_  
JENNY D HARUYAMA, MAYOR

BY:  \_\_\_\_\_  
KELLEY STOUGH  
VICE PRESIDENT

ATTEST:

(ATTACH ACKNOWLEDGMENTS)

BY: \_\_\_\_\_  
TRACY FERRARA, CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
KIRSTEN POWELL, CITY ATTORNEY

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.

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On March 5, 2019, before me, Elizabeth Neal, Notary Public  
(here insert name and title of the officer)

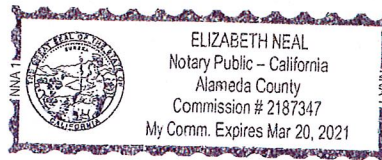
personally appeared Kelley Stough,

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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth Neal  
Signature



(SEAL)

# EXHIBIT "A"

## LEGAL DESCRIPTION

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

### PARCEL ONE:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEEDS TO G. V. BUTTERFIELD, ET UX, RECORDED AUGUST 30, 1943 IN VOLUME 464 AT PAGE 335 OF OFFICIAL RECORDS OF SANTA CRUZ COUNTY AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHWESTERN BOUNDARY LINE OF SAID LANDS OF BUTTERFIELD FROM WHICH THE MOST SOUTHERN CORNER OF THE LANDS DESCRIBED IN THE DEED TO DOUGLASS J. LAWDER, ET UX, RECORDED JANUARY 15, 1962 IN VOLUME 1447, AT PAGE 287 OF OFFICIAL RECORDS OF SANTA CRUZ COUNTY BEARS ALONG SAID BOUNDARY LINE OF FIRST MENTIONED LANDS NORTH 25° 05' WEST 229.53 FEET DISTANT, THENCE FROM SAID PLACE OF BEGINNING ALONG THE SOUTHWESTERN BOUNDARY LINE OF SAID LANDS OF BUTTERFIELD SOUTH 25° 05' EAST 310 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SCOTTS VALLEY DRIVE, THENCE ALONG LAST NAMED LANDS NORTH 55° EAST 30.9 FEET TO THE MOST SOUTHERN CORNER OF THE LANDS DESCRIBED IN THE DEED TO SANTA CRUZ LAND TITLE COMPANY, RECORDED MARCH 21, 1966, IN VOLUME 1753 AT PAGE 194 OF OFFICIAL RECORDS OF SANTA CRUZ COUNTY, THENCE ALONG THE BOUNDARY LINES OF SAID LAST MENTIONED LANDS NORTH 22° 48' WEST 150 FEET AND NORTH 56° 41' EAST 86.0 FEET TO THE MOST NORTHERN CORNER THEREOF ON THE NORTHEASTERN BOUNDARY LINE OF SAID LANDS OF BUTTERFIELD, THENCE ALONG LAST NAMED LANDS NORTH 23° 05' WEST 160.00 FEET TO A POINT FROM WHICH THE PLACE OF BEGINNING BEARS SOUTHWESTERLY, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING.

### PARCEL TWO:

BEING AN EASEMENT APPURTENANT TO PARCEL ONE FOR ROAD PURPOSES, UNDERGROUND UTILITIES, WATER AND SEWER OVER A STRIP OF LAND 15.00 FEET IN WIDTH, DESCRIBED BY ITS EASTERLY BOUNDARY AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN TRACT OF LAND, DESCRIBED AS PARCEL FOUR IN THAT CERTAIN DEED FROM G. V. BUTTERFIELD, ET UX, TO JUN LEE, ET UX, DATED JUNE 4, 1969 AND RECORDED JUNE 6TH, 1969 IN BOOK 1955 OF OFFICIAL RECORDS AT PAGE 236, SANTA CRUZ COUNTY RECORDS, AND RUNNING THENCE ALONG THE WESTERLY LINE OF SAID PARCEL FOUR, NORTH 25° 05' WEST 200.00 FEET TO A POINT AS CONVEYED IN THE DEED FROM CENTER ENTERPRISES CO., TO JUN LEE, ET UX RECORDED APRIL 20, 1972 IN BOOK 2192, PAGE 491, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

### PARCEL THREE:

BEING AN EASEMENT APPURTENANT TO PARCEL ONE FOR ROAD PURPOSES, UNDERGROUND UTILITIES, WATER AND SEWER, TO WIT:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE ABOVE MENTIONED PARCEL FOUR, DISTANT THEREON NORTH 25° 05' WEST 190.00 FEET DISTANT FROM THE MOST SOUTHERLY CORNER OF SAID PARCEL FOUR, AND RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 25° 05' WEST 40.00 FEET TO A POINT ON A CURVE; THENCE NON-TANGENTIALLY ALONG THE ARC OF A CURVE TO THE LEFT FROM A TANGENT WHICH BEARS SOUTH 64° 55' WEST, THROUGH AN ANGLE OF 180° 00', FOR A DISTANCE OF 62.83 FEET, WITH A RADIUS OF 20.00 FEET, TO THE POINT OF BEGINNING AS CONVEYED IN THE DEED FROM CENTER ENTERPRISES CO., TO JUN LEE, ET UX RECORDED APRIL 20, 1972 IN BOOK 2192, PAGE 491, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

APN: 022-902-12



# EXHIBIT B

CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY BOND ESTIMATE  
SCOTTS VALLEY APARTMENTS (2 TRI-PLEX UNITS)  
SCOTTS VALLEY, CALIFORNIA

January 16, 2019  
Job No.: 1582-010

| Item                                      | Description                                          | Quantity | Unit | Price       | Amount    |
|-------------------------------------------|------------------------------------------------------|----------|------|-------------|-----------|
| <b>OFF-SITE (ACORN COURT)</b>             |                                                      |          |      |             |           |
| 1                                         | Slurry Seal                                          | 3,000    | SF   | \$ 1.00     | \$ 3,000  |
| 2                                         | Standard Curb and Gutter (Including AB cushion)      | 120      | LF   | \$ 22.00    | \$ 2,640  |
| 3                                         | Offsite Signing and Striping                         | 1        | LS   | \$ 2,500.00 | \$ 2,500  |
| 4                                         | Driveway Approach                                    | 1        | EA   | \$ 2,500.00 | \$ 2,500  |
| 5                                         | Traffic Control                                      | 1        | LS   | \$ 5,000.00 | \$ 5,000  |
| 6                                         | Pervious Concrete Sidewalk                           | 750      | SF   | \$ 10.00    | \$ 7,500  |
| Subtotal Acorn Court Off-Site Street Work |                                                      |          |      |             | \$ 23,140 |
| <b>STREET WORK</b>                        |                                                      |          |      |             |           |
| 7                                         | Fine Grading                                         | 4,350    | SF   | \$ 0.40     | \$ 1,740  |
| 8                                         | 3.125" Pavers (Including sand & subdrain system)     | 4,000    | SF   | \$ 15.00    | \$ 60,000 |
| 9                                         | 4" Aggregate Base                                    | 4,000    | SF   | \$ 0.60     | \$ 2,400  |
| 10                                        | Standard Curb and Gutter (Including AB cushion)      | 30       | LF   | \$ 22.00    | \$ 660    |
| 11                                        | Vertical Curb (Including AB cushion)                 | 500      | LF   | \$ 25.00    | \$ 12,500 |
| 12                                        | Beveled Curb (Including AB cushion)                  | 50       | LF   | \$ 25.00    | \$ 1,250  |
| 13                                        | Concrete Sidewalk (Including AB Cushion)             | 850      | SF   | \$ 6.00     | \$ 5,100  |
| 14                                        | Valley Gutter                                        | 350      | SF   | \$ 20.00    | \$ 7,000  |
| 15                                        | Signing and Striping                                 | 1        | LS   | \$ 2,500.00 | \$ 2,500  |
| Subtotal Street Work                      |                                                      |          |      |             | \$ 93,150 |
| <b>STORM DRAIN</b>                        |                                                      |          |      |             |           |
| 16                                        | Field Inlets                                         | 6        | EA   | \$ 3,000.00 | \$ 18,000 |
| 17                                        | Manholes                                             | 3        | EA   | \$ 4,500.00 | \$ 13,500 |
| 18                                        | 12" Storm Drain Pipe (Class III RCP)                 | 160      | LF   | \$ 45.00    | \$ 7,200  |
| 19                                        | 15" Storm Drain Pipe (Class III RCP)                 | 180      | LF   | \$ 55.00    | \$ 9,900  |
| 20                                        | Connect to & Replace Ex Catch Basin with Field Inlet | 1        | LS   | \$ 5,000.00 | \$ 5,000  |
| 21                                        | Water Quality                                        | 530      | SF   | \$ 20.00    | \$ 10,600 |
| Subtotal Storm Drain                      |                                                      |          |      |             | \$ 64,200 |

| Item                                                             | Description                      | Quantity | Unit | Price       | Amount                   |
|------------------------------------------------------------------|----------------------------------|----------|------|-------------|--------------------------|
| <b><u>SANITARY SEWER</u></b>                                     |                                  |          |      |             |                          |
| 22                                                               | Manholes                         | 3        | EA   | \$ 4,500.00 | \$ 13,500                |
| 23                                                               | 4" Laterals                      | 6        | EA   | \$ 1,000.00 | \$ 6,000                 |
| 24                                                               | 6" PVC Sanitary Sewer Pipe       | 200      | LF   | \$ 42.00    | \$ 8,400                 |
| 25                                                               | Connect to Existing              | 1        | EA   | \$ 5,000.00 | \$ 5,000                 |
| Subtotal Sanitary Sewer                                          |                                  |          |      |             | \$ 32,900                |
| <b><u>ELECTRICAL</u></b>                                         |                                  |          |      |             |                          |
| 26                                                               | Private Decorative Street Lights | 3        | EA   | \$ 4,000.00 | \$ 12,000                |
| Subtotal Electrical                                              |                                  |          |      |             | \$ 12,000                |
| SUBTOTAL SCOTTS VALLEY APARTMENTS (2 TRI-PLEX UNITS) BOND AMOUNT |                                  |          |      |             | \$ 225,390               |
| 15% CONTINGENCY                                                  |                                  |          |      |             | \$ 33,809                |
| TOTAL SCOTTS VALLEY APARTMENTS (2 TRI-PLEX UNITS) BOND AMOUNT    |                                  |          |      |             | \$ 259,000               |
|                                                                  |                                  |          |      |             | (to the nearest \$1,000) |



| CITY OF SCOTTS VALLEY<br>ENGINEERING DIVISION |                                     |
|-----------------------------------------------|-------------------------------------|
| Approved <i>[Signature]</i>                   | <input checked="" type="checkbox"/> |
| Approved as noted                             | <input type="checkbox"/>            |
| Revise and Resubmit                           | <input type="checkbox"/>            |
| Not Approved                                  | <input type="checkbox"/>            |
| Date _____                                    | By _____                            |

## City of Scotts Valley CITY COUNCIL STAFF REPORT

**DATE:** March 20, 2019

**TO:** Honorable Mayor and City Council

**FROM:** Daryl Jordan, Public Works Director/City Engineer

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **APPROVE LOT LINE ADJUSTMENT BETWEEN APN 023-161-04  
AND-APN 070-331-09**

### **SUMMARY OF ISSUE**

On June 20, 2018, the Council approved a change in the General Plan Land Use Designation, a Pre-zone and an Annexation. These policy decisions were related to a planning application to adjust property parcel, APN 023-161-04 (located at 54 Cumbre Lane within city limits) and adjoin it to APN 070-331-09, an adjacent 1.52-acre parcel, located in the unincorporated County of Santa Cruz.

Subsequent to Council's June 20, 2018 actions, the Local Agency Formation Commission (LAFCO) approved the annexation at its meeting of Wednesday, March 6, 2019.

The last step in this process is to consider and approve a lot line adjustment between APN 023-161-04 and APN 070-331-09. The lot line adjustment plat map is attached for your information and review. Approval of the lot line adjustment will enable the applicant to extend his back yard.

### **FISCAL IMPACT**

There is no fiscal impact to the General Fund.

### **STAFF RECOMMENDATION**

It is recommended that City Council approve the Lot Line Adjustment between APN 023-161-04 and APN 070-331-09.

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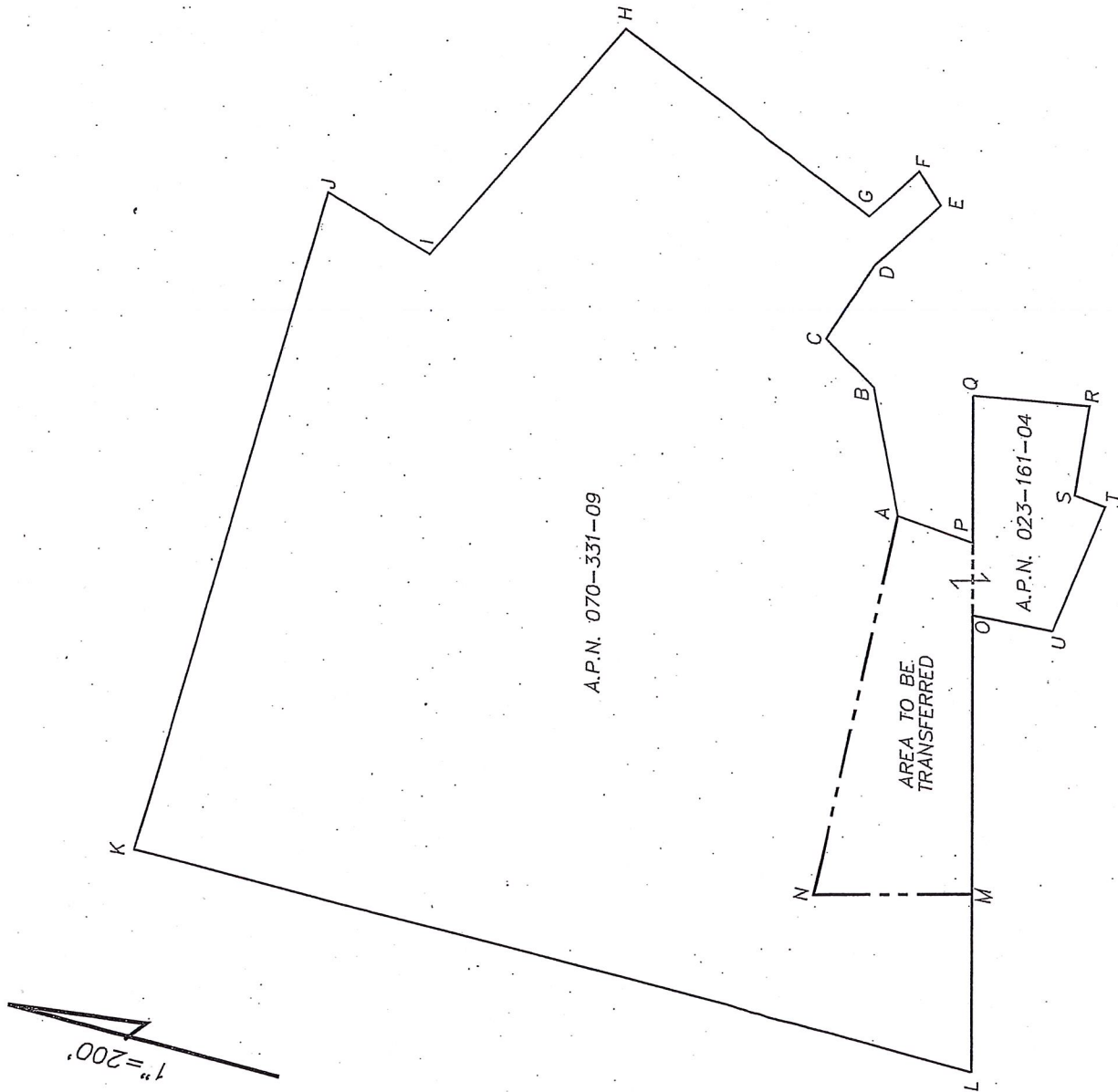
Lot Line Adjustment Exhibit A Plat Map for APN 023-161-04 and  
APN 070-331-09

2

# EXHIBIT A

COMPUTATION SUMMARY  
 LOT LINE ADJUSTMENT BETWEEN  
 APN 070-331-09 & 023-161-04  
 BY: LUKE R. BEAUTZ, C.E., L.S.  
 OCTOBER 2018  
 PAGE 1 OF 3

| COURSE |                        |
|--------|------------------------|
| A-B    | N 63°59'40" E, 160.00' |
| B-C    | N 29°53'40" E, 84.90'  |
| C-D    | S 70°39'20" E, 108.12' |
| D-E    | S 55°36'20" E, 110.61' |
| E-F    | N 41°34'40" E, 50.40'  |
| F-G    | N 55°36'20" W, 83.49'  |
| G-H    | N 21°54'40" E, 386.33' |
| H-I    | N 63°39'20" W, 363.61' |
| I-J    | N 16°11'40" E, 148.10' |
| J-K    | N 88°03'40" W, 832.89' |
| K-L    | S 0°10'20" E, 1086.69' |
| L-M    | N 75°04' E, 214.74'    |
| M-N    | N 14°56' W, 200.00'    |
| N-A    | N 87°51'57" E, 469.96' |
| A-P    | S 4°12'40" W, 101.50'  |
| M-P    | N 75°04' E, 425.00'    |
| P-Q    | N 75°04' E, 179.34'    |
| Q-R    | S 9°41' E, 146.57'     |
| R-S    | S 84°36' W, 110.17'    |
| S-T    | S 5°06' W, 41.00'      |
| T-U    | N 81°13'16" W, 164.78' |
| U-O    | N 3°42'30" W, 101.91'  |
| O-M    | S 75°04' W, 337.20'    |



## City of Scotts Valley CITY COUNCIL STAFF REPORT

**DATE:** March 20, 2018

**TO:** Honorable Mayor and City Council

**FROM:** Daryl Jordan, Public Works Director/ City Engineer

**APPROVED:** Jenny Haruyama, City Manager

**SUBJECT:** **APPROVE MAINTENANCE AGREEMENT FOR PRIVATE  
STORMWATER MANAGEMENT FACILITY, 260 MOUNT HERMON  
ROAD, APN NO'S. 022-231-27 AND 022-231-28**

### **SUMMARY OF ISSUE**

Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region require the Permittee (City) to require Operation & Maintenance (O&M) Plans that clearly establish responsibility for all structural Water Quality Treatment, Runoff Retention, and/or Peak Management controls on private and public Regulated Projects. The Permittee must also maintain a structural Storm Control Measures tracking database to monitor long-term performance and maintenance of structural Storm Control Measures.

The new commercial building projects at 260 Mount Hermon Road is considered a Tier 4 Regulated Project, which requires the property owner to have an ongoing O&M Agreement with the City.

### **FISCAL IMPACT**

There is no fiscal impact to the General Fund. Approximately \$256 will be collected each year and will increase with the yearly Consumer Price Index (CPI) to cover City's cost of inspection, oversight, and reporting requirements to the Regional Water Quality Control Board.

### **STAFF RECOMMENDATION**

It is recommended that Council approve the O&M Agreement for 260 Mount Hermon Road, APN No's. 022-231-27 and 022-231-28. The attached agreement complies with the Regional Water Quality Control Board requirements for storm control measures and will be recorded at the Santa Cruz County Recorder's Office.

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| Exhibit A, Stormwater Maintenance Agreement for<br>APN No's. 022-231-27 and 022-231-28..... | 2 |
|---------------------------------------------------------------------------------------------|---|

# EXHIBIT A

No recording fee per Gov. Code Sec. 27383

Requested by and

Upon recording return to:

City of Scotts Valley

Public Work Department

701 Lundy Lane, Scotts Valley 95066

---

(Space above this line for Recorder's use)

**City of Scotts Valley  
Storm Water  
Maintenance Agreement Regarding Maintenance of  
Structural or Treatment Control  
Best Management Practices (BMPs)**

For: Address: 260 Mt. Hermon Road, Scotts Valley, CA 95060

I, Corbett Wright, member, The Hangar at Skypark LLC, being the owner of the real property, APN No. 022-231-27 and 022-231-28, which are located on Scotts Valley Drive, California, consents and agrees to inspect and maintain any and all structural or treatment control Best Management Practices (BMPs) as outlined in the approved project Storm Water Operation and Maintenance Plan on the subject property dated May 7, 2018. The structural or treatment control BMPs on the subject property includes(s): Storm drain inlets, Underground stormwater storage/infiltration chamber system, and storage/infiltration chamber restrictor structures.

***I agree to send a letter that provides proof of inspection and maintenance to the City of Scotts Valley Department of Public Works prior to October 15 of each year.*** Proof of inspection and maintenance shall include a log of inspection and maintenance dates for the past year, and receipts if conducted by a hired service. The log should also indicate any significant observations or repairs made. ***The proof of inspection and maintenance should be sent to: Storm Water Maintenance, Department of Public Works, City of Scotts Valley, 701 Lundy Lane, Scotts Valley, CA 95066.***

You are required herein to pay an annual service charge of \$256.00 to cover the City's cost of inspection, oversight, and reporting requirements to the Regional Water Quality Control Board. The annual service charge is subject to change based on annual inflation adjustments.

As part of this agreement you agree to allow City staff to enter the subject property to inspect the stormwater facility. In the event that you fail to provide satisfactory inspection and maintenance reporting by October 15th and/or the stormwater facility on the subject property is not functioning satisfactorily, you will be charged for re-inspection.

In the event that the property is sold, transferred, or leased, the obligations hereby imposed on the property owner shall be assumed by subsequent property owners and lessees. To this end, property owner, in any deed transferring an ownership interest in the property or in any lease agreement for the property, shall include a term by which the subsequent property owner or lessee acknowledges his or her understanding of the obligations imposed by this agreement and expressly agrees to accept the assume responsibility for complying with all said obligations imposed by this agreement.

In addition, I will provide printed information to the new property owner or lessee regarding proper BMP inspection and maintenance frequency and methods. The information shall accompany the first deed transfer. This information shall include the following:

1. a description of any and all storm water structural or treatment control BMPs;
2. a map of the property indicating the BMP locations; and
3. a description of how inspections and necessary maintenance can be performed.

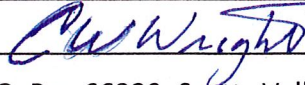
The transfer of this information shall also be required with any subsequent sale of property.

Failure to comply with the provisions of the Maintenance Agreement may result in enforcement actions including assessment of civil penalties as allowed by the City's Municipal Code, Chapter 12.14.060 Storm Water Conveyance Systems.

I have read the above agreement and understand it.

This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, and assigns of owner.

Owner name: The Hangar at SkyPark, LLC, Member, Corbett Wright

Owner signature 

Owners address: P.O. Box 66339, Scotts Valley, CA 95066

Phone: 408-205-7998

Email: corb323@hotmail.com

City of Scotts Valley

Jenny D. Haruyama, City Manager

Signature: \_\_\_\_\_

(Note: All signatures on this form must be notarized.)

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.

State of California  
County of Santa Cruz

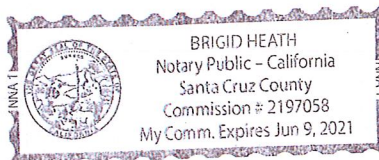
On the 25<sup>th</sup> day of January, 2019 before me, Brigid Heath a Notary Public, personally appeared Corbett Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: Brigid Heath  
(Typed or Printed)



(Seal)



BH/bh

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

**DATE:** March 20, 2019

**TO:** Honorable Mayor and City Council

**FROM:** Jenny D. Haruyama, City Manager

**SUBJECT:** **AUTHORIZE MAYOR OR DESIGNEE TO TRAVEL TO THE STATE  
CAPITOL AND SPEAK ON BEHALF CITY OF SCOTTS VALLEY TO  
THE STATE LEGISLATURE**

### **SUMMARY OF ISSUE**

From time to time, city elected officials will travel to the State Capitol to speak to members of the State Legislature regarding proposed legislation that may positively or negatively impact their respective communities. Similarly, the League of California Cities, who represents and lobbies on behalf of nearly 500 California cities (including Scotts Valley) often encourage city elected officials to contact their legislative representatives about pending legislation and/or testify at the State Capitol at legislative committee meetings.

The City of Scotts Valley currently does not have a policy in place that authorizes the Mayor or members of Council to participate in such events. This staff report recommends that Council consider authorizing the Mayor or his/her designee to travel to the State Capitol and speak on behalf of the City to the State Legislature about proposed legislation or legislative matters previously acted upon by the Council.

### **FISCAL IMPACT**

With the exception of mileage reimbursement, there is no fiscal impact associated with authorizing the Mayor or his/her designee to speak on behalf of the City to the State Legislature at the State Capitol.

### **STAFF RECOMMENDATION**

It is recommended that the Council authorize the Mayor or his/her designee to travel to the State Capitol and speak on behalf of the City to the State Legislature about proposed legislation or legislative matters previously acted upon by the Council.

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None



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

**DATE:** March 20, 2019

**TO:** Honorable Mayor and City Council

**FROM:** Tony McFarlane, Administrative Services Director

**APPROVED:** Jenny D. Haruyama, City Manager

**SUBJECT:** **FIVE-YEAR CIP PLAN FOR FISCAL YEAR 2019/20**

### **SUMMARY OF ISSUE**

This report provides an update on the Five-year CIP Plan adopted by Council and development of the Fiscal Year 2019/20 CIP budget. On March 13, 2019, staff met with the Budget Subcommittee and reviewed the following information.

### **FY 2018/19 CIP REVIEW**

The adopted Five-Year CIP Plan includes 55 projects totaling \$22.5 million. Projects were placed into seven categories; Wastewater, Transportation, Storm Drains, Parks, General Facilities, Police, and Information Technology. The CIP budget for Fiscal Year 2018/19 includes funding for twenty seven projects totaling \$3.29 million. Major projects include \$375,000 for the Sewer System Management Plan, \$306,000 for sidewalk improvements on Kings Village Road, \$150,000 for body worn and in-car cameras, and \$193,800 to replace the aging phone system.

Major projects completed during Fiscal Year 2018/19 include: Aqua Guard Rehabilitation (Wastewater), Kings Village Road Sidewalk Improvements (Transportation), and body-worn and in-car cameras (Police). Minor projects completed, or expected to be completed, include the Lift Station Communication Upgrade (Wastewater), Recreation Building Window Replacement and the Siltanen Family Swim Center Pool Resurfacing (Parks), and the purchase of a Small Dump Truck (General Facilities).

### **RECOMMENDED CARRY-OVER TO FISCAL YEAR 2019/20**

Although significant progress was made on several of the projects in Fiscal Year 2018/19, it is estimated that twelve of the twenty seven funded projects will carry-over into Fiscal Year 2019/20. Staff will continue to review the timeline of planned projects and will make adjustments, if necessary. These adjustments will be made accordingly based on available funds and/or staffing resources.

Some major projects estimated to carry over include the Glenwood Open Space Preserve East Trails Construction and the Citywide Phone Replacement. The backstop at the Siltanen Park ball field will also be replaced. Funds were previously allocated from the Lennar Trust fund and private contributions will also be made from the Girls Softball League.

## **NEW PROJECTS**

Given the significant number of projects carrying over into Fiscal Year 2019/20 coupled with limited funding and staff resources, it is recommended no new projects be added to the Five-Year CIP schedule. New projects should only be considered if there are life, safety, or health risks to the community or if the project does not have a General Fund impact and does not increase staff's existing workload.

## **EMERGING OPPORTUNITIES**

The CIP plan is not static and from time-to-time emerging opportunities need to be recognized and incorporated in the plan when appropriate. Some of the emerging opportunities identified include;

- **Information Technology (IT) Strategic Assessment.** Management Partners is in the process of completing the IT Strategic Assessment Plan. This assessment was conducted to determine the information technology needs of the City. Included in this assessment is an integration plan. It is anticipated that this integration plan will be incorporated into the CIP plan.
- **Vehicle/Fleet Maintenance Services.** One of the organizational goals established in the Fiscal Year 2018/19 Budget included an evaluation of the delivery of vehicle/fleet maintenance services. It was anticipated that the City would outsource this service to a local private repair shop and current employees would be reassigned to other duties within the Public Works Department. A fleet utilization study was also to be considered to determine if the current inventory of vehicles is appropriate to its needs. Another option that staff will consider is contracting out this service to a third-party provider through a comprehensive lease program.
- **State Parks Bond.** In June 2018, California voters passed a \$4.1 billion bond measure that will fund park and water projects statewide. Included in this bond is \$1 billion in competitive grants that are open to regions throughout the state. Staff will review the grant requirements and identify parks projects that could be eligible for grant funding.
- **Al Shugart Park.** Al Shugart Park is considered the City's permanent location for the City's dog park. As an interim measure, the City constructed a temporary dog park at Skypark until the new park was built. Given the potential impact of the proposed Town Center and budget constraints, the Budget Council Subcommittee inquired about the possibility of constructing a low-park, permanent dog park at Shugart Park using limited to no General Fund resources. The City Manager will need direction from Council regarding its interest in exploring this new CIP opportunity.

## **FISCAL IMPACT**

There is no fiscal impact as a result of accepting the attached report and providing direction to the City Manager for the preparation of the FY 2019/20 CIP Budget.

**STAFF RECOMMENDATION**

It is recommended that Council consider taking the following actions:

1. Accept the attached report and information presented regarding the FY 2019/20 Five-Year CIP Plan
2. Provide direction to the City Manager regarding preparation of the FY 2019/20 CIP Budget, including the construction of a low cost, permanent dog park.

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| Preliminary Five-Year Capital Improvement Project and Capital Outlay Plan..... | 4 |
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**Preliminary Capital Improvement Project and Capital Outlay Plan**  
**FY 2019/20 to FY 2023/24**

| No                                     | Description                                       | Priority | Proposed Funding Source | New/ Existing | Total            | 2018/19 Budget | 2018/19 Estimated | 2019/20          | 2020/21        | 2021/22        | 2022/23        | 2023/24 | Unscheduled      | Classification |
|----------------------------------------|---------------------------------------------------|----------|-------------------------|---------------|------------------|----------------|-------------------|------------------|----------------|----------------|----------------|---------|------------------|----------------|
| <b>Wastewater</b>                      |                                                   |          |                         |               |                  |                |                   |                  |                |                |                |         |                  |                |
| 1                                      | Air Conditioning Unit                             | A        | WW-C                    | New           | 30,000           | 30,000         | -                 | -                | -              | -              | -              | -       | -                | Equipment      |
| 2                                      | Tanker Truck                                      | A        | WW-C                    | Existing      | 80,000           | 80,000         | -                 | 120,000          | -              | -              | -              | -       | -                | Equipment      |
| 3                                      | Lift Station Communication Upgrade                | A        | WW-C                    | Existing      | 40,000           | 40,000         | 40,000            | -                | -              | -              | -              | -       | -                | Equipment      |
| 4                                      | Sewer System Management Plan                      | A        | WW-C                    | New           | 375,000          | 375,000        | 125,000           | 250,000          | -              | -              | -              | -       | -                | CIP            |
| 5                                      | PLC Upgrade                                       | A        | WW-C                    | Existing      | 101,500          | 50,000         | 51,500            | -                | -              | -              | -              | -       | -                | CIP            |
| 6                                      | Aqua Guard Rehabilitation                         | B        | WW-C                    | Existing      | 250,000          | 250,000        | 225,000           | -                | -              | -              | -              | -       | -                | CIP            |
| 7                                      | Water Pump System Upgrade                         | B        | WW-C                    | Existing      | 30,900           | -              | -                 | 30,900           | -              | -              | -              | -       | -                | CIP            |
| 8                                      | Electric Security Gate                            | B        | WW-C                    | Existing      | 20,600           | -              | 20,600            | -                | -              | -              | -              | -       | -                | CIP            |
| 9                                      | Clarifier Superstructure & Walkway Replacement    | B        | WW-C                    | Existing      | 255,800          | -              | -                 | -                | 255,800        | -              | -              | -       | -                | CIP            |
| 10                                     | Rotary Drum Thickener                             | B        | WW-C                    | New           | 231,900          | -              | -                 | -                | 231,900        | -              | -              | -       | -                | CIP            |
| 11                                     | Glen Canyon Lift Station Generator                | C        | WW-C                    | Existing      | 59,700           | -              | -                 | -                | 59,700         | -              | -              | -       | -                | CIP            |
| 12                                     | Aeration Basin System Upgrade                     | B        | WW-C                    | Existing      | 130,800          | -              | -                 | -                | 130,800        | -              | -              | -       | -                | CIP            |
| 13                                     | Effluent Pump                                     | C        | WW-C                    | Existing      | 272,500          | -              | -                 | -                | -              | 272,500        | -              | -       | -                | CIP            |
| 14                                     | Ultraviolet Disinfection System Evaluation        | B        | WW-C                    | New           | 42,000           | -              | -                 | -                | -              | -              | 42,000         | -       | -                | CIP            |
| 15                                     | Storm Water LID                                   | C        | Unscheduled             | Existing      | 231,900          | -              | -                 | -                | -              | -              | -              | -       | 231,900          | CIP            |
| <b>Total - Wastewater Projects</b>     |                                                   |          |                         |               | <b>2,152,600</b> | <b>825,000</b> | <b>420,000</b>    | <b>473,000</b>   | <b>547,400</b> | <b>403,300</b> | <b>42,000</b>  | -       | <b>231,900</b>   |                |
| <b>Transportation</b>                  |                                                   |          |                         |               |                  |                |                   |                  |                |                |                |         |                  |                |
| 16                                     | Annual Street Maintenance/Resurfacing Program     | A        | GT/RMRA                 | Existing      | 1,275,000        | 200,000        | 200,000           | 250,000          | 275,000        | 275,000        | 275,000        | -       | -                | CIP            |
| 17                                     | Glenwood Drive Rehabilitation                     | B        | Meas D                  | Existing      | 1,460,000        | 100,000        | -                 | 1,360,000        | -              | -              | -              | -       | -                | CIP            |
| 18                                     | Kings Village Road Sidewalk Improvements          | B        | Meas D/RTIP             | Existing      | 306,000          | 306,000        | 288,823           | 17,177           | -              | -              | -              | -       | -                | CIP            |
| 19                                     | Scotts Valley Drive Median Improvements           | B        | Not Identified          | Existing      | 375,000          | -              | -                 | 375,000          | -              | -              | -              | -       | -                | CIP            |
| 20                                     | Bean Creek Road Pavement Rehabilitation           | A        | Meas D                  | New           | 500,000          | -              | -                 | -                | 500,000        | -              | -              | -       | -                | CIP            |
| 21                                     | Active Transportation Plan                        | B        | RTIP/TM-DIF             | Existing      | 200,000          | 200,000        | -                 | -                | -              | -              | -              | -       | -                | CIP            |
| 22                                     | Sidewalk Master Plan Projects                     | B        | Unscheduled             | Existing      | 2,513,000        | -              | -                 | -                | -              | -              | -              | -       | 2,513,000        | CIP            |
| 23                                     | Bicycle Transportation Plan Projects              | C        | Unscheduled             | Existing      | 2,858,000        | -              | -                 | -                | -              | -              | -              | -       | 2,858,000        | CIP            |
| <b>Total - Transportation Projects</b> |                                                   |          |                         |               | <b>9,487,000</b> | <b>806,000</b> | <b>488,823</b>    | <b>2,002,177</b> | <b>775,000</b> | <b>275,000</b> | <b>275,000</b> | -       | <b>5,371,000</b> |                |
| <b>Storm Drains</b>                    |                                                   |          |                         |               |                  |                |                   |                  |                |                |                |         |                  |                |
| 24                                     | Storm Drain Trash Capture System                  | A        | CIP                     | New           | 500,000          | 49,000         | -                 | 100,000          | 100,000        | 100,000        | 100,000        | -       | -                | CIP            |
| 25                                     | Storm Drain Master Plan Projects                  | B        | Unscheduled             | Existing      | 184,300          | -              | -                 | -                | -              | -              | -              | -       | 184,300          | CIP            |
| <b>Total - Storm Drains</b>            |                                                   |          |                         |               | <b>684,300</b>   | <b>49,000</b>  | -                 | <b>100,000</b>   | <b>100,000</b> | <b>100,000</b> | <b>100,000</b> | -       | <b>184,300</b>   |                |
| <b>Parks</b>                           |                                                   |          |                         |               |                  |                |                   |                  |                |                |                |         |                  |                |
| 26                                     | Parks ADA Improvements - Phase I                  | A        | Lennar                  | Existing      | 120,000          | 38,800         | -                 | 40,000           | 41,200         | -              | -              | -       | -                | CIP            |
| 27                                     | Recreation Building Window Replacement            | A        | CIP                     | New           | 25,000           | 25,000         | 25,000            | -                | -              | -              | -              | -       | -                | CIP            |
| 28                                     | Skypark Restroom Improvements                     | B        | P-DIF                   | New           | 60,000           | 60,000         | -                 | -                | -              | -              | -              | -       | -                | CIP            |
| 29                                     | Siltanen Family Swim Center Pool Resurfacing      | B        | CIP                     | Existing      | 15,000           | 15,000         | 15,000            | -                | -              | -              | -              | -       | -                | CIP            |
| 30                                     | Vern Hart Fishing Park Improvements               | C        | CalOFS                  | New           | 12,000           | 12,000         | -                 | 12,000           | -              | -              | -              | -       | -                | CIP            |
| 31                                     | Skypark Tennis Court Improvements                 | C        | P-DIF/Lennar            | Existing      | 50,000           | 50,000         | 4,650             | -                | -              | -              | -              | -       | -                | CIP            |
| 32                                     | Vine Hill School Daycare Improvements             | A        | CIP                     | Existing      | 30,900           | -              | -                 | 30,900           | -              | -              | -              | -       | -                | CIP            |
| 33                                     | Hocus Pocus Park Play Structure Equipment         | B        | P-DIF                   | Existing      | 463,800          | -              | -                 | -                | 463,800        | -              | -              | -       | -                | CIP            |
| 34                                     | Brook Knoll/Vine Hill Daycare Modular Replacement | B        | P-DIF                   | Existing      | 953,800          | -              | -                 | -                | 463,750        | -              | 490,050        | -       | -                | CIP            |
| 35                                     | Parks ADA Improvements - Phase II                 | A        | Lennar                  | Existing      | 107,200          | -              | -                 | -                | 53,600         | 53,600         | 53,600         | -       | -                | CIP            |
| 36                                     | Senior Center ADA Improvements - Phase II         | A        | CIP                     | Existing      | 76,300           | -              | -                 | -                | -              | 76,300         | -              | -       | -                | CIP            |
| 37                                     | Skypark Play Structure Equipment                  | B        | Unscheduled             | New           | 980,000          | -              | -                 | -                | -              | -              | -              | -       | 980,000          | CIP            |
| <b>Total - Parks Projects</b>          |                                                   |          |                         |               | <b>6,034,000</b> | <b>840,800</b> | <b>55,019</b>     | <b>82,900</b>    | <b>968,750</b> | <b>129,900</b> | <b>543,650</b> | -       | <b>3,480,000</b> |                |
| 38                                     | Glenwood Open Space Preserve East Trails          | C        | D/CTC/Don               | New           | 640,000          | 640,000        | 10,369            | -                | -              | -              | -              | -       | -                | CIP            |
| 39                                     | Al Shugart Park Construction - Phase I, II, III   | C        | Unscheduled             | Existing      | 2,500,000        | -              | -                 | -                | -              | -              | -              | -       | 2,500,000        | CIP            |
| <b>Total - Parks Projects</b>          |                                                   |          |                         |               | <b>6,034,000</b> | <b>840,800</b> | <b>55,019</b>     | <b>82,900</b>    | <b>968,750</b> | <b>129,900</b> | <b>543,650</b> | -       | <b>3,480,000</b> |                |

Preliminary Capital Improvement Project and Capital Outlay Plan  
FY 2019/20 to FY 2023/24

| No                                             | Description                               | Priority | Proposed Funding Source | New/ Existing | Total             | 2018/19 Budget   | 2018/19 Estimated | 2019/20          | 2020/21          | 2021/22          | 2022/23          | 2023/24 | Unscheduled | Classification   |
|------------------------------------------------|-------------------------------------------|----------|-------------------------|---------------|-------------------|------------------|-------------------|------------------|------------------|------------------|------------------|---------|-------------|------------------|
| <b>General Facilities</b>                      |                                           |          |                         |               |                   |                  |                   |                  |                  |                  |                  |         |             |                  |
| 40                                             | City Facility ADA Improvements - Phase I  | A        | CIP                     | Existing      | 74,850            | 24,200           | 24,200            | -                | 25,750           | -                | -                | -       | -           | CIP              |
| 41                                             | Small Dump Truck - 5-Yard                 | B        | F-DIF/WW-C              | Existing      | 80,000            | 80,000           | 80,000            | -                | -                | -                | -                | -       | -           | Equipment        |
| 42                                             | Library Improvements                      | B        | Meas S                  | Existing      | 190,000           | -                | -                 | 190,000          | -                | -                | -                | -       | -           | CIP              |
| 43                                             | Library Improvements - Other              | B        | Meas S                  | Existing      | 2,549,000         | -                | -                 | 2,549,000        | -                | -                | -                | -       | -           | CIP              |
| 44                                             | City Facility ADA Improvements - Phase II | A        | CIP                     | Existing      | 151,500           | -                | -                 | -                | -                | 151,500          | -                | -       | -           | CIP              |
| 45                                             | Public Works Facility Improvements        | A        | F-DIF                   | New           | -                 | -                | -                 | -                | -                | -                | -                | -       | -           | CIP              |
| <b>Total - General Facilities Projects</b>     |                                           |          |                         |               | <b>3,045,350</b>  | <b>104,200</b>   | <b>104,200</b>    | <b>2,739,000</b> | <b>25,750</b>    | <b>151,500</b>   | -                | -       | -           |                  |
| <b>Police</b>                                  |                                           |          |                         |               |                   |                  |                   |                  |                  |                  |                  |         |             |                  |
| 46                                             | Santa Cruz Mountains Radio Site (Hwy 17)  | A        | SLESF                   | Existing      | 37,500            | 37,500           | -                 | -                | -                | -                | -                | -       | -           | CIP              |
| 47                                             | Locker Room                               | B        | PD - DIF                | Existing      | 94,000            | 94,000           | -                 | -                | -                | -                | -                | -       | -           | CIP              |
| 48                                             | Body Worn and In-Car Cameras              | C        | PD - DIF                | New           | 189,200           | 150,000          | -                 | -                | -                | -                | 39,200           | -       | -           | CIP              |
| 49                                             | Hand Gun Replacement                      | C        | SLESF                   | Existing      | 15,500            | -                | -                 | 15,500           | -                | -                | -                | -       | -           | CIP              |
| 50                                             | Armory                                    | C        | PF-DIF                  | Existing      | 66,300            | -                | -                 | -                | 66,300           | -                | -                | -       | -           | CIP              |
| 51                                             | Radio Simulcast - SVPD Blue               | A        | SLESF                   | Existing      | 106,000           | -                | -                 | -                | 106,000          | -                | -                | -       | -           | CIP              |
| <b>Total - Police Projects</b>                 |                                           |          |                         |               | <b>508,500</b>    | <b>281,500</b>   | -                 | <b>15,500</b>    | <b>172,300</b>   | -                | <b>39,200</b>    | -       | -           |                  |
| <b>Information Technology</b>                  |                                           |          |                         |               |                   |                  |                   |                  |                  |                  |                  |         |             |                  |
| 52                                             | Storage Area Network Integration          | A        | CIP/WW-C                | Existing      | 151,000           | 95,000           | -                 | -                | -                | -                | 56,000           | -       | -           | Equipment        |
| 53                                             | Citywide Technology Updates               | A        | CIP/WW-C                | New           | 72,800            | 35,000           | 35,000            | 25,800           | 6,400            | -                | 5,600            | -       | -           | Equipment        |
| 54                                             | Citywide Phone Replacement                | A        | CIP/WW-C                | Existing      | 408,700           | 193,800          | -                 | 90,100           | 22,500           | 102,300          | -                | -       | -           | Equipment        |
| 55                                             | Public Works Large Format Printer         | B        | CIP/WW-C                | Existing      | 10,000            | 10,000           | 10,000            | -                | -                | -                | -                | -       | -           | Equipment        |
| <b>Total - Information Technology Projects</b> |                                           |          |                         |               | <b>642,500</b>    | <b>333,800</b>   | <b>45,000</b>     | <b>115,900</b>   | <b>28,900</b>    | <b>102,300</b>   | <b>61,600</b>    | -       | -           |                  |
| <b>Total - All Projects</b>                    |                                           |          |                         |               | <b>22,554,250</b> | <b>3,240,300</b> | <b>1,113,042</b>  | <b>5,528,477</b> | <b>2,618,100</b> | <b>1,162,000</b> | <b>1,061,450</b> | -       | -           | <b>9,267,200</b> |

