



A G E N D A

Meeting of the Scotts Valley City Council

Date: October 2, 2019

Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 9-27-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .

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

MEETING NOTICE AND AGENDA PACKET MATERIALS
Notice regarding City Council Meetings: The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066. Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org. Televised Meetings: City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

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

- A. Approve City Council minutes of 9-18-19
- B. Approve check registers dated 9-27-19
- C. Approve the Operation & Maintenance Agreement for a private stormwater management facility at The Grove, APN 024-031-17
- D. Approve agreement with the Land Trust of Santa Cruz County for the Trail Improvements, East Glenwood Preserve, and authorize the City Manager to execute the agreement
- E. Approve resolutions accepting storm drain easement dedications and agreement regarding easement with Kyle and Richelle Maxwell:
 - (1) Approve Resolution No. 1970, APN 023-091-04 (portion), Mary Jean Gazeley; and
 - (2) Approve Resolution No. 1970.1, APN 023-202-81 (portion), Christopher and Danielle Severs; and
 - (3) Approve Resolution No. 1970.2, APN 023-091-05 (portion), Kyle and Richelle Maxwell; and

- (4) Approve agreement regarding easement between the City of Scotts Valley and Kyle and Richelle Maxwell; and
 - (5) Approve Resolution No. 630.39.1, amending the Fiscal Year 2019/20 Annual Budget increasing expenditure appropriation in the amount of \$21,000 from the general fund.
- F. Approve the following documents for construction of storm drain infrastructure from Hacienda Drive to Dell Way:
- (1) Approve Resolution No. 630.39.2 authorizing a budget expenditure appropriation from the General Fund in the amount of \$169,500, with a 15% contingency of \$25,000, for a total of \$195,000; and
 - (2) Approve award of contract and agreement with Bigler Construction, Inc. in the amount of \$169,500 for the drainage improvement plans that provide for construction of storm drain infrastructure from Hacienda Drive to Dell Way, and authorize the City Manager to execute the agreement.
- G. Approve release of holdover Commission/Committee appointments

ALTERATIONS TO REGULAR AGENDA

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

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

- 1. Discussion of 251B Kings Village Road lease request for proposal process and consideration of uses (City Manager Friend)
- 2. Discussion of Town Center Subcommittee report-out and discussion of future Town Center process (City Manager Friend)
- 3. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

- | |
|--|
| (1) Conference with legal counsel regarding liability claim.
Legal Authority: Government Code Section 54961
Name of Case: James Welch
Staff Present: City Manager, City Attorney, Administrative Services Dir |
|--|

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKE DURING CLOSED SESSION

ADJOURNMENT

ADA NOTICE

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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MINUTES

Meeting of the Scotts Valley City Council

Date: September 18, 2019

Time: 6:00 pm

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	The agenda was posted 9-13-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvally.org .

CALL TO ORDER 6:00 PM

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

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:	CITY STAFF MEMBERS PRESENT:
Jack Dilles, Mayor Randy Johnson, Vice Mayor Donna Lind, Council Member Jim Reed, Council Member (6:50 pm) Derek Timm, Council Member	Tina Friend, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Tony McFarlane, Administrative Services Director Daryl Jordan, Public Works Director/City Engineer Tracy Ferrara, City Clerk

SPECIAL SET MATTER

- (1) RDM Ard and the Scotts Valley Arts Commission presented certificates to the winners of the 2019 Verse in the Valley Poetry Contest. Following are the winners:

Haiku

1st place: Peter Agramoff (3rd grade) "Cliffs"
2nd place: Haisley Flanagan (3rd grade) "White Owl"
3rd place: Mia Furnish (3rd grade) "Wind"

2nd - 3rd Grade

1st place: Brody Sims
2nd place: Dylan Bentley
3rd place: Zach Livingston

"I"
"Imagination"
"Card"

4th – 5th Grade

1st place: Dumakude Dawson
2nd place: Grace Furn
3rd place: Mia Brannagan
3rd place: Madeline da Silva

"Life"
"Dog In the Sky"
"Rockstar"
"Where I'm From"

6th – 8th Grade

1st place: Jaden Fenn
2nd place: Rafaela Putnam
3rd place: Cassidy Flanagan

"I Love You More"
"Hold On"
"Spotted Beast"

Adult Level

1st place: Nancy Hofmann
2nd place: Arfah Daud
3rd place: Patty Morelli
Class Poem Ms. Wilmoth's Class

"Now I Am In Your Memories"
"Chasing Heaven"
"A Garden Tale"
"Peter Rabbit and Friends"
Rhyming Couplets"

COMMITTEE REPORTS

CM Timm reported that he attended the AMBAG Board of Directors meeting where they discussed upcoming state legislation.

CM Timm reported that the Town Center Subcommittee met and discussed the most recent project proposal that was withdrawn and possible next steps regarding the Town Center.

VM Johnson reported that the Town Center Subcommittee met and discussed the current state of retail.

VM Johnson reported that the Santa Cruz County Regional Transportation Commission met and approved a formula for transportation funding based on population.

CM Lind reported that she attended the Santa Cruz County Regional Transportation Commission as the Santa Cruz Metropolitan Transit District representative where they discussed transportation funding.

Mayor Dilles reported that he attended a symposium in Berkeley on incentivizing groundwater recharge that focuses on different ways to store water in the ground. He also reported that as a representative of the Santa Margarita Groundwater Agency (SMGA) he participated in a tour of the Santa Margarita Groundwater Basin where they went to several different sites.

Mayor Dilles reported that he attended the Seniors Council meeting where they discussed the importance of participation in the census by seniors as it has a direct impact on federal funding. He stated that they also discussed the statewide master plan on aging and heard that the Live Oak Senior Center, which houses Meals on Wheels, has to relocate as that site is owned by the Live Oak School District.

Mayor Dilles reported that he attended a meeting at the Santa Cruz County Association of Realtors with the other Mayor's in the County and the Chair of the Santa Cruz County Board of Supervisors, where they discussed what is happening in the different jurisdictions around the County.

CITY MANAGER REPORT

Cancellation of October 16, 2019 City Council Meeting: Due to a forecasted lack of business and Council Member attendance at the Annual League of California Cities Conference, the City will cancel the October 16th City Council meeting. Upcoming Council meetings will be October 2, then November 6, 2019.

Food Truck Friday: This Friday, September 20th from 5 to 8 p.m. is the next Food Truck Friday at Skypark.

Music at Skypark: Next Sunday, September 29th from 2:30 p.m. is this year's final Music at Skypark.

Movie & Dinner in the Park: Mark your calendars for October 25th for the next Movie & Dinner in the Park at Skypark. Food trucks and beer and wine garden from 4:30 pm and movie starts at 6:30 pm.

PUBLIC COMMENT TIME

Trish Melehan, Scotts Valley resident, stated that she will not be able to attend the October 2nd City Council meeting and wanted to speak in support of the Scotts Valley Community Theater Guild proposal to go into the property at 251B Kings Village Road.

Ilo Nilson, Scotts Valley resident, thanked the Public Works Director and Chief of Police for their support regarding the traffic on Bluebonnet Lane.

Betty Johansen, Scotts Valley resident, thanked the Mayor for his support regarding the traffic on Bluebonnet Lane.

CM Lind reported that she attended the Monteville 50th Anniversary celebration.

ALTERATIONS TO CONSENT AGENDA

M/S: Johnson/Timm

To approve the Consent Agenda.

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

CONSENT AGENDA

- A. Approve City Council meeting minutes 9-4-19
- B. Approve check register – 9-13-19
- C. Approve Resolution No. 1944.1, authorizing the City of Scotts Valley to apply to the Proposition 68 “Per Capita Program” for a \$200,000 grant for park improvements

ALTERATIONS TO REGULAR AGENDA

M/S: Lind/Johnson

To approve the Regular Agenda.

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

REGULAR AGENDA

1. Discussion of policy development for public facilities naming rights and gifting program

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

Council reached consensus to retain the current bench policy and eliminate the current itemized listing. Council directed staff to return to a future Council meeting with a simple policy that includes process, direction and clarity.

2. Future Council agenda items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:45 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54956.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations; APN's 023-191-05, 023-202-18, 023-171-19, 023-191-04.
- (2) Pursuant to Government Code Section 54956.9, the City Council met in closed session to confer with their legal counsel regarding anticipated litigation; 1 case.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:10 p.m.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Dilles announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGENDA ITEM B

DATE: 10-2-2019

SCOTTS VALLEY ACCOUNTS PAYABLE
09/27/2019 11:08:57 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.12 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 092719 COMMENT... 09/27/2019 A/P

DATA-JE-ID DATA COMMENT

W-09272019-026 09/27/2019 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
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BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	000041 ACC BUSINESS	117247	09/27/19	1,219.38
	001055 ADAMSON POLICE PRODUCTS	117248	09/27/19	528.79
	003534 ADOBE ANIMAL HOSPITAL SO	117249	09/27/19	288.17
	000213 AFFILIATED PSYCHOLOGISTS	117250	09/27/19	150.00
	001670 AT & T	117251	09/27/19	301.34
	003746 AVENU HOLDINGS, LLC	117252	09/27/19	1,803.85
	003788 BREGMAN & ASSOCIATES/GEN	117253	09/27/19	2,000.00
	001555 CA DEPT OF TAX & FEE ADM	117254	09/27/19	4,308.04
	003088 CALIFORNIA COAST UNIFORM	117255	09/27/19	13.03
	003890 CALPELRA	117256	09/27/19	375.00
	003714 CAPITOLA/CITY OF	117257	09/27/19	23,661.18
	003729 CENTRAL COAST DIESEL	117258	09/27/19	4,045.30
	001051 COASTAL EVERGREEN CORP	117259	09/27/19	1,525.00
	003043 CSG CONSULTANTS, INC	117260	09/27/19	90,997.07
	003889 DAS MANUFACTURING	117261	09/27/19	526.57
	003888 DYER, D.D.S./ROBERT	117262	09/27/19	128.16
	001537 DYNAMIC PRESS	117263	09/27/19	56.66
	000054 EWING IRRIGATION PRODUCT	117264	09/27/19	337.41
	000202 FEDERAL EXPRESS	117265	09/27/19	63.59
	000582 FERRARA/TRACY A.	117266	09/27/19	106.64
	003253 FIRST ALARM	117267	09/27/19	210.00
	000057 HACH COMPANY	117268	09/27/19	65.37
	003292 KIMLEY-HORN & ASSOCIATES	117269	09/27/19	2,641.00
	003292 KIMLEY-HORN & ASSOCIATES	117270	09/27/19	9,570.07
	003292 KIMLEY-HORN & ASSOCIATES	117271	09/27/19	2,036.83
	003403 MAR-KEN INTERNATIONAL PO	117272	09/27/19	260.00
	003756 MICHAEL BAKER INTERNATIO	117273	09/27/19	17,192.50
	003171 MICHALAK/GENE	117274	09/27/19	125.00
	000967 MONTEREY BAY SYSTEMS	117275	09/27/19	1,589.81
	001418 MONTEREY REGIONAL	117276	09/27/19	6,612.55
	000323 NBS GOVERNMENT FINANCE G	117277	09/27/19	2,789.44
	003238 OANA CARNU, DDS	117278	09/27/19	197.00
	000089 OLIVE SPRINGS QUARRY INC	117279	09/27/19	209.98
	.15400 PERMIT SERVICES, INC	117280	09/27/19	549.00
	003152 PETERSON POWER SYSTEMS,	117281	09/27/19	5,965.05
	003204 PHONE SUPPLEMENTS INC.	117282	09/27/19	933.38
	003117 PRIORITY 1 PUBLIC SAFETY	117283	09/27/19	300.00
	003693 PROIMAGE PUBLISHING	117284	09/27/19	1,119.00
	003572 REGIONAL GOVERNMENT SERV	117285	09/27/19	805.00
	003137 RUIZ/JIM	117286	09/27/19	400.00
	.15399 RUSSO-BOYES/CHI CHA	117287	09/27/19	14.53
	001909 SANTA CRUZ CNTY ANTI-CRI	117288	09/27/19	20,564.00
	000820 SANTA CRUZ/COUNTY OF	117289	09/27/19	107.00
	000319 SCOTTS VALLEY CAR WASH	117290	09/27/19	423.53
	003745 SCOTTS VALLEY HOTEL LP	117291	09/27/19	24,358.74
	001361 STEVENS DDS/JOHN A	117292	09/27/19	115.20
	001106 VERIZON WIRELESS	117293	09/27/19	177.62
	000151 VISION SERVICE PLAN	117294	09/27/19	1,037.40
	003722 ZERO CITY	117295	09/27/19	3,712.50
	002021 ZOOM	117296	09/27/19	8.09

GENERAL CHECKING ACCOUNT

236,524.77

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/27/2019 11:08:57
GL540R-V08.12 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				236,524.77

RECORDS PRINTED - 000093

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/27/2019 11:08:57
GL060S-V08.12 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	199,205.23
002	RECYCLING/ENVIRONMENTAL	107.00
004	RECREATION	99.75
008	TRAFFIC IMPACT MITIGATION	1,716.65
010	WASTEWATER OPERATIONS	20,380.57
011	TERTIARY TREATMENT PLANT	817.51
025	GENERAL TRUST	12,248.15
028	SENIOR CENTER	37.35
035	GREEN BUILDING FUNDING	132.05
077	SKYPARK MAINT ASSESS DIST	500.00
112	DENTAL INS INTERNAL SERV	440.36
123	COMMUNITY FACILITY CENTER	5.99
150	GENERAL CAPITAL IMPROVEMENTS	792.30
312	POLICE - BUDGET ACT OF 2016	41.86
TOTAL ALL FUNDS		236,524.77

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	236,524.77
TOTAL ALL BANKS		236,524.77

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

FROM: Daryl Jordan, Public Works Director/City Engineer

APPROVED: Tina Friend, City Manager

SUBJECT: **MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER
MANAGEMENT FACILITY AT THE GROVE APN 024-031-17**

SUMMARY OF ISSUE

Post-construction stormwater management requirements for development projects in the Central Coast Region require the permittee (City) to require Operation and 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 tracking database to monitor the long-term performance and maintenance of related structural storm control measures.

The new subdivision "The Grove" 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 \$303 will be collected each year, and will increase with the yearly 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 Operation & Maintenance Agreement for The Grove APN 024-031-17 at Scotts Valley. 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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Stormwater Maintenance Agreement for APN 024-031-17 2

EXHIBIT A

NO RECORDING FEE PER GOV. CODE SEC. 2783

Recorded at Request of

& When Recorded, Return to:

City of Scotts Valley

Public Work Department

One Civic Center Drive, Scotts Valley 95066

(Space above this line for Recorder's use)

NO RECORDING FEE PER GOV. CODE SEC. 2783

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

For: Address: The Grove, Tract 1593

I, Phil Kerr on behalf of CV Scotts Valley 2 Inc., LLC, being the owner of the real property, APN No. 024-031-17, which is located at Tract 1593, Scotts Valley, 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: 12/31/16. The structural or treatment control BMPs on the subject property include(s): Storm drain drop inlets and associated piping; stormwater treatment areas (bioswales), and an underground storage & infiltration vault.

Upon completion of construction, 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 \$303.00 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: Phil Kerr
Owner signature: [Signature]
Date this 24th day of May, 2016
Owners address: 444 Spear St, Ste 200 / SF, CA 94105
Phone: 415.271.3669
Email: phil@cityventures.com

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

City of Scotts Valley
Tina Friend, City Manager
Signature: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange

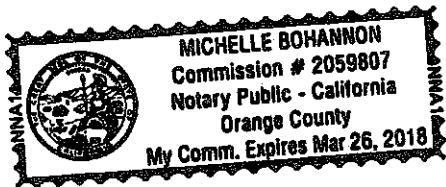
On 5/24/16 before me, Michelle Bohannon ^{Notary Public}
Date Here Insert Name and Title of the Officer

personally appeared Phil Kerr
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle Bohannon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Maintenance Agreement Document Date: NIA
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Phil Kerr
☒ Corporate Officer — Title(s): CEO
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____~~

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

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

APPROVED: Tina Friend, City Manager

**SUBJECT: APPROVAL OF BUDGET EXPENDITURE APPROPRIATION AND
AN AGREEMENT WITH LAND TRUST OF SANTA CRUZ COUNTY
FOR THE TRAIL IMPROVEMENTS, EAST GLENWOOD PRESERVE**

SUMMARY OF ISSUE

On February 7, 2018, the City Council approved and directed staff to apply for a Local Partnership Program Grant for the Glenwood Drive Active Transportation Projects. This grant provides available funding for road maintenance and rehabilitation and other transportation improvement projects. Grant funding has been awarded for our application.

This overall project has been divided into three specific projects to be bid and awarded separately. The first project was awarded by Council on August 21st for pedestrian safety and accessibility. The second project before you tonight will complete the eastside Glenwood trails project. This project incorporates trail improvements and crossing improvements including a 44 foot long bridge. The remaining third project will widen Glenwood with bike lanes and be presented to Council in the near future.

The call for bids was advertised on August 26, 2019. Public Works received two bids on Tuesday, September 17, 2019. The low bid in the amount of \$300,000 from the Land Trust of Santa Cruz County, was found to be responsive and below the Engineer's Estimate of \$360,977.00

Public Works received the following for the base bid on Tuesday, September 17, 2019:

Land Trust of Santa Cruz County	\$300,000.00
Top Tier Grading	\$448,448.00

Based on the bids received, staff recommends that the City enter into a contract with the Land Trust of Santa Cruz County, the lowest responsive bidder, to perform the work.

Pursuant to project specifications, the Land Trust of Santa Cruz County will complete this project within 120 working days after notification to proceed. Neighboring residents, schools and businesses will be informed of construction activities and progress through flyers and outreach. Attached for Council consideration is the proposed agreement with the Land Trust of Santa Cruz County.

FISCAL IMPACT

The overall project is included within the Adopted Fiscal Year 2018-2019 Capital Improvement Program (CIP-38) and is currently funded with matching Measure D Funds (\$165,000) and (LPP) grant funds (\$165,000) for a total amount of \$ 330,000.

There is no impact to the General Fund.

STAFF RECOMMENDATION

It is recommended that the City Council approve the attached agreement with the Land Trust of Santa Cruz County for the Trail Improvements, East Glenwood Preserve and authorize the City Manager to execute the agreement.

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EXHIBIT A

AGREEMENT CITY OF SCOTTS VALLEY STATE OF CALIFORNIA

THIS AGREEMENT, made and concluded that on the **27th day of September, 2019** between the **CITY OF SCOTTS VALLEY**, hereinafter called CITY, and **LAND TRUST OF SANTA CRUZ COUNTY**, hereinafter called CONTRACTOR.

ARTICLE I. WITNESS TO, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the bonds, bearing even date with these presents and hereunto annexed, CONTRACTOR agrees with CITY, at CONTRACTOR'S own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the proposal received (Proposal) to be furnished by CITY, necessary to construct and complete the work of the improvement herein referenced in a good workmanlike and substantial manner and to the satisfaction of the CITY'S Director of Public Works, **Public Works GLENWOOD OPEN SPACE PRESERVE TRAIL IMPROVEMENTS, EAST GLENWOOD PRESERVE Project**, in accordance with the Proposal hereto annexed, and also in accordance with the General Prevailing Wage Rates as determined by the Department of Industrial Relations, which said special provisions and General Prevailing Wage Rates are hereby specifically referred to and by such reference made a part hereof.

The work to be done is described in the proposal for the "**GLENWOOD TRAIL IMPROVEMENTS, EAST GLENWOOD PRESERVE**", as described in **Exhibit A** which said proposal is hereby made a part of the contract.

Compensation: CONTRACTOR shall accept compensation for services performed as set forth in Exhibit A in an amount not to exceed **\$300,000.00** Such compensation shall be paid upon the completion of the services.

Time of Performance: The services of CONTRACTOR are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. **All such work for the Public Works Project shall be completed by December 1, 2019.** 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.

ARTICLE II. CITY hereby promised and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices set forth in the Proposal of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner upon the conditions herein set forth; and the

said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR agrees to receive and accept the prices as set forth in the Proposal for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY, and for all the risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of Engineer.

ARTICLES VI. CONTRACTOR shall indemnify and save harmless and defend Owner, its officers, agents, servants and employees, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CONTRACTOR, or any officer, agent, consultant, servant and/or employee of CITY or CONTRACTOR, and damages to or destruction of property of any person, including but not limited to, CITY and/or CONTRACTOR and their officers, agents, consultants, servants and/or employees, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of CITY or its officers, agents, servants or employees, except the sole negligence or willful misconduct of CITY or its officers, agents, consultants, servants or employees, or the active negligence of CITY, its officers, agents or employees;

- (b) and any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR'S own cost, expense and risk, defend any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY or CITY'S officers, agents, consultants, servants or employees.

CONTRACTOR shall pay and satisfy and judgment, award or decree that may be rendered against CITY or its officers, agents, consultants, servants or employees, in any such suit, action or other legal proceedings;

CONTRACTOR shall reimburse CITY and its officers, agents, servants and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE VII. The complete contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference.

- 1. Notice to Bidders
- 2. Bid Form
- 3. Designation of Subcontractors
- 4. Bidder's Bond
- 5. Agreement
- 6. Bond for Faithful Performance
- 7. Bond Security of Laborers and Material Person
- 8. Standard Specifications dated 2015 and Standard Plans dated 2015 of the California Department of Transportation
- 9. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein)
- 10. Plans entitled, **Trail Improvements, East Glenwood Preserve**
- 11. Insurance Certificate
- 12. Information for Bidders
- 13. Special Provisions

Article VIII. 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, CONTRACTOR shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, CITY has caused these presents to be executed by its officers hereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

Name of Contractor: Owner/Agent
Land Trust of Santa Cruz County

By: Bryan Lopez

Date: 9/27/19

License No. Land Trust is Project Manager. Licensed Contractor is Mountain Bikers of Santa Cruz, Contractors License No. 1050446

FOR CITY OF SCOTTS VALLEY

By: Tina Friend, City Manager

Date: _____

ATTEST:

By: Tracy Ferrara, City Clerk

Date:_____

APPROVED AS TO FORM:

By: Kirsten Powell, City Attorney

Date: _____

EXHIBIT A

PROPOSAL

To: CITY OF SCOTTS VALLEY,
COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA
(Herein called Owner)

For the construction of

Glenwood Trail Improvements, East Glenwood Preserve

NAME OF BIDDER LAND TRUST OF SANTA CRUZ COUNTY

BUSINESS P.O. BOX 617 WATER ST.

CITY, STATE, ZIP SANTA CRUZ CA 95018

BUSINESS STREET ADDRESS SEE ABOVE

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE 831 429 6116

FAX NO: AREA CODE () 831 429 1166

CONTRACTOR LICENSE NO. 1050446 - MBOSC - SEE COVER LETTER

1. Pursuant to and in compliance with your Notice to Bidders and the contract documents relating to the construction of "**Glenwood Trail Improvements, East Glenwood Preserve**" including Addenda Nos. 1, 2, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to perform fully the work within the time stated in strict accordance with the contract documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the contract documents.
2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the Glenwood Trail Improvements, East Glenwood Preserve Proposal

work.

4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the contract documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material person's Bond as specified and proof of insurance coverage as required in the General Conditions, all within ten (10) days after personal delivery or after deposit in the mails, of the notifications of acceptance of this bid. The abovementioned bonds shall be satisfactory to and on the forms approved by Owner.
5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
6. The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix said bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Scotts Valley or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted undersign's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository.
7. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective

spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

8. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
9. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF SCOTTS VALLEY's* Final Estimate of cost.
 - a. If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.
 - b. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.
10. The undersigned certifies that the contract documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the contract documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity

which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SCOTTS VALLEY*, and that discretion will be exercised in the manner deemed by the *CITY OF SCOTTS VALLEY* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SCOTTS VALLEY* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this bid is \$30,000 - (insert words "cash", "cashier's check", "certified check" or "bidder's bond" as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, give first and last names in full.

BRYAN LARLEY, CONSERVATION DIRECTOR
LAND TRUST OF SANTA CRUZ COUNTY
[Signature]

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

CITY OF SCOTTS VALLEY
CONTRACTOR'S BID AND BID PRICE SCHEDULE
Glenwood Trail Improvements, East Glenwood Preserve

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
	SITE PREPARATION	-	-	-	-
1.	SITE PREPARATION AND DEMOLITION	-	-		\$ 37,948.00
1.1	MOBILIZATION AND CONSTRUCTION LAYOUT/STAKING	1	LS	\$ 15,886.00	\$ 15,886.00
1.2	CONSTRUCTION STAGING AREA	1	LS	\$ 2,700.00	\$ 2,700.00
1.3	CLEAR & GRUB (INCL. TREE REMOVAL UP TO 12" DIA.)	1	LS	\$ 18,362.00	\$ 18,362.00
1.4	ENVIRONMENTAL PERMITTING I.E CA. FISH & WILDLIFE	1	LS	\$ 1,000.00	\$ 1,000.00
2.	TRAIL IMPROVEMENTS	-	-	-	-
2.1	TRAIL IMPROVEMENTS	-	-		\$ 133,252.00
a	ON GRADE TRAILS	12,500	LF	\$ 4.00	\$ 50,000.00
b	PARTIAL BENCH TRAIL	6000	LF	\$ 10.00	\$ 60,000.00
c	FULL BENCH TRAIL	528	LF	\$ 34.00	\$ 17,952.00
d	BUTTRESTTRESSED TRAILS	106	LF	\$ 50.00	\$ 5,300.00
3.	CROSSING IMPROVEMENTS	-	-	-	-
3.1	CROSSING	-	-		\$ 114,400.00
a	GLULAM CEDAR/REDWOOD BRIDGE 44 FT AND ABUTMENTS	1	EA	\$ 52,000.00	\$ 52,000.00
b	PUNCHEON #1 27 FTG	1	EA	\$ 45,900.00	\$ 45,900.00
c	PUNCHEON #2 11 FT	1	EA	\$ 15,500.00	\$ 15,500.00
d	POND DOC W/GANWAY (ALT ITEM)	1	EA	\$ 1,000.00	\$ 1,000.00
4.	GENERAL IMPROVEMENTS				\$ 12,400.00
4.1	SIGNAGE	20	EA	\$ 220.00	\$ 4,400.00
4.2	GULLY #1 CULVERT IMPROVEMENT	100	SF	\$ 80.00	\$ 8,000.00
5.	EROSION CONTROL & REVEGETATION				\$ 2,000.00

5.1	EROSION CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00
5.2	REVEGETATION	1	LS	\$ 1,000.00	\$ 1,000.00

PROJECT BASE BID TOTAL (IN NUMBERS) \$ 300,000.00

PROJECT BASE BID TOTAL (IN WORD) Three hundred thousand dollars and no cents

Signature



Printed Name

BRYAN LARCA

Title

CONSERVATION DIRECTOR

(IMPORTANT NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

Based on:

ADDENDUM NO. 1

September 12, 2019

Glenwood Trail Improvements, East Glenwood Preserve
Scotts Valley, Santa Cruz County, California

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

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

APPROVED: Tina Friend, City Manager

SUBJECT: ACCEPTANCE OF STORM DRAIN EASEMENTS FROM HACIENDA DRIVE TO DELL WAY

SUMMARY OF ISSUE

The City has been made aware of storm drainage issues along the Hacienda Drive corridor. The City does not currently have a positive discharge system for this area to manage and collect the runoff into City facilities. In addition, local residents over the last few decades have constructed asphalt curbs along their frontages that have concentrated volumes of storm water to their neighbors.

Multiple studies were performed to determine possible drainage solutions for this area. After review, Public Works decided to pursue the solution of capturing the storm water at the intersection of Hacienda and Cadillac Drives and constructing a storm drain pipeline down to Dell Way, which will deposit the water into the existing City storm water system.

In order for this construction to commence, the City must obtain utility easements from three property owners. All three property owners have granted such easements. The City must now formally accept the easements.

Based on the need for a storm drain solution for this area, staff recommends that the City accept the three easements for construction and maintenance purposes.

FISCAL IMPACT

The cost of the easement procurement is \$21,000, which will be paid from the General Fund. The cost of the actual improvements will be addressed in a separate agenda item to award a construction contract for the new pipeline to Dell Way.

STAFF RECOMMENDATION

It is recommended that the City Council take action on the following:

1. Approve Resolution No's. 1970, 1970.1 and 1970.2 accepting the easements across portions of APN's 023-191-04 (Gazeley), 023-202-18 (Severs) and 023-191-05 (Maxwell).
2. Approve agreement regarding easement between the City of Scotts Valley and Kyle and Richelle Maxwell.
3. Approve Resolution 630.39.1 amending the Fiscal Year 2019/20 Annual Budget increasing expenditure appropriation in the amount of \$21,000 from the general fund.

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RESOLUTION NO. 1970

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY
ACCEPTING STORM DRAIN EASEMENT DEDICATION
FOR APN 023-091-04 (PORTION)**

WHEREAS, the City of Scotts Valley is in the process of installing a new storm drain system at the intersection of Hacienda Drive and Cadillac Drive, which will carry water into the existing storm system on Dell Way (the "Project"); and

WHEREAS, a portion of the project is planned to cross over private property; and

WHEREAS, the owners of those properties have granted easements across their properties for the Project; and

WHEREAS, the City Council desires to accept those easements so as to complete the Project.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby accepts the grant of easement, a copy of which is attached hereto and shown on the map as Exhibit B, both of which are hereby incorporated by the reference, from Mary Jean Gazeley for the location and use of storm drainage construction and maintenance.

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

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

RECORDED AT THE REQUEST OF:
The City of Scotts Valley

WHEN RECORDED RETURN TO:

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

TO BE RECORDED WITHOUT FEE PER
GOVERNMENT CODE §6103 AND §27383

GRANT OF EASEMENT FOR DRAINAGE AND MAINTENANCE
EASEMENT IN GROSS

THIS GRANT OF EASEMENT FOR Drainage and Maintenance ("Drainage Easement Agreement") is made as an easement in gross by and between **Mary Jean Gazeley, Trustee for the Mary Jean Gazeley Revocable Trust Dated March 29, 1995**, as "Grantor" and The City of Scotts Valley, a municipal corporation, as Grantee, as of September 18, 2019 with respect to the real property described herein as:

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

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

1. Creation of Easements. There is hereby established and granted in favor of Grantee in, over, across and through those portions of the Servient Estate shown on **Exhibit "B"** attached hereto as the Drainage Easement Area as a non-exclusive easement in gross for the purpose of laying down, locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using those drainage improvements depicted on those certain plans prepared by the Scotts Valley Public Works Department dated 9/15/19. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees for the purposes of using the Drainage Easement.

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

3. Use of Easement Area. The Drainage Easement Area and improvements to be installed and located therein may be used by the Grantee for drainage purposes for use by the City of Scotts Valley, the Grantee hereunder, and the use of the improvements within the Drainage Easement Area.

4. Design and Construction of Access Easement Areas. The Grantee shall be responsible for the design of the improvements within Drainage Easement Area which design shall comply with all applicable laws. All construction and installation of improvements hereunder shall be at no cost or expense to Grantor and shall be undertaken consistent in all material respects with the approved plans and city inspection requirements.

5. Maintenance of Access Easement Area. The Grantee shall be responsible for general maintenance and repair of the improvements within the Drainage Easement Area during the term of this Drainage Easement Agreement and shall maintain and repair the improvements within the Drainage Easement Area in a commercially reasonable well maintained state and condition of repair consistent with the City approved construction documents and at its sole cost and expense.

6. Easement in Gross. The easements and rights granted or created herein as the Drainage Easement Area shall be an easement in gross for the use and benefit of Grantee as the Drainage Easement Area, and cannot be transferred, assigned, or encumbered.

7. Rights-Servient Estate Owner. The owner of the Servient Estate hereunder shall have the right to use the Servient Estate in any manner which is not inconsistent with this grant of easement which does not materially interfere with the easement rights hereunder granted to the Grantee, and provided that no permanent building structures shall be constructed or placed thereon.

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

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

GRANTOR:

Mary Jean Gazeley, Trustee for the Mary Jean Gazeley Revocable Trust
565 Hacienda Drive
Scotts Valley, California 95066

GRANTEE:

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

Any such notice sent by registered or certified mail, return receipt requested shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) one (12) business day after is so addressed and sent with the cost of such overnight delivery service prepaid. Notice sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Agreement by giving notice to the other party as provided herein.

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

11. Governing Law. This Drainage Easement Agreement shall be governed under the laws of California.

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

Grantor:

By: Mary Jean Gazeley
Mary Jean Gazeley, Property Owner

(Notarized signature required)

ACKNOWLEDGMENT

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

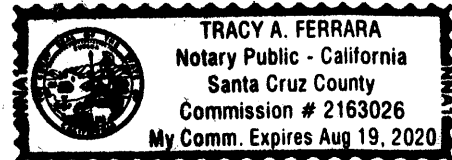
On Sept 24, 2019 before me, Tracy A. Ferrara, Notary Public
(insert name and title of the officer)

personally appeared Mary Jean Gazeley,
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 Tracy A. Ferrara (Seal)



Certificate of Acceptance
(California Government Code Section 27281)

This is to verify that the interest in the real property conveyed hereby pursuant to the Easement Deed ("Drainage Easement Agreement") from Mary Jean Gazeley to the City of Scotts Valley, a general law city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City, and the City consents to the recordation thereof by its duly authorized officer.

City of Scotts Valley, a California municipal corporation

By: _____
Daryl Jordan, Public Works Director/ City Engineer

(Notarized signature required)

EXHIBIT "A"

OLD REPUBLIC TITLE COMPANY

ORDER NO. 229014-V

The land referred to in this Report is situated in the County of Santa Cruz, City of Scotts Valley,
State of California, and is described as follows:

A part of the San Augustine Rancho, and beginning at a point on the Easterly line of a 50 foot road, known as Hacienda Drive, which point is the Southwesterly corner of the tract of land conveyed by deed from Penniman Title Co., Inc., to Fred H. and Nellie A. Cronwell, recorded September 29, 1952, in Volume 886 of Official Records of Santa Cruz County at Page 476; thence along the Southerly line of said land of Cronwell South 65° 14' East 214.79 feet; thence South 24° 46' West 136.44 feet; thence North 57° 57' West 238.15 feet to the said Easterly line of Hacienda Drive; thence along the said Drive line North 36° 10' East 108.42 feet to the point of beginning.

Assessor's Parcel Number: 023-191-04

EXHIBIT "B"

Situate in the City of Scotts Valley, County of Santa Cruz, State of California.

Being an easement for the construction, maintenance and appurtenances thereto of a Storm Drain line, being bound and described as follows to wit;

Being a portion of the Lands of MARY JEAN GAZELEY, TRUSTEE FOR THE MARY JEAN GAZELEY REVOCABLE TRUST DATED MARCH 29, 1995 conveyed by Grant Deed dated January 28, 2002 and recorded February 19, 2002 as Recorder's Serial Number 2002-0012760 Official Records of Santa Cruz County.

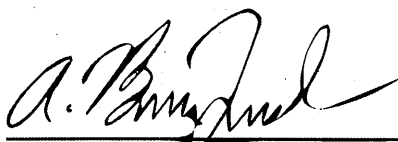
Beginning at the northeastern corner of the above referenced Lands of Gazeley;

Thence from said Point of Beginning, southwesterly along the eastern boundary thereof; South 24°46'00" West 10.35 feet; thence leaving said eastern boundary; North 50°18'35" West 40.19 feet, a little more or less, to a point on the northern boundary of said Lands of Gazeley from which the point of beginning bears South 65°14'00" East 38.83 feet; thence South 65°14'00" East 38.83 feet, to the Point of Beginning.

Containing 201 square feet of land, a little more or less

Attached hereto is a plat and by this reference made a part thereof.

Surveyed and compiled by Alpha Land Surveys, Inc. in September of 2019.



Alan Brodie French, PLS 9301

9-15-19



GAZELEY
DOC#2002-0012760
APN: 023-191-04

MAXWELL
DOC#2016-0026013
APN: 023-191-05

STORM DRAINAGE EASEMENT
AREA: ±201 SF

POINT OF BEGINNING

(S 24°46'00" W 136.44')

S 24°46'00" W 10.35'

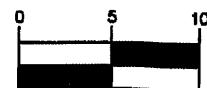
(N 24°46'00" E 95.00')

SEVERS
DOC#2017-0017889
APN: 023-202-18

5-PM-20

49-PM-40

SCALE



(IN FEET)
1 inch = 10 ft.

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

ALPHA LAND SURVEYS
4444 SCOTTS VALLEY DR. #7
SCOTTS VALLEY, CA 95066

1" = 10'

DATE: 9/15/19

JOB#: 2019-093

EXHIBIT C
PLAT ACCOMPANYING LEGAL
DESCRIPTION FOR
STORM DRAINAGE EASEMENT

SHEET

2

OF TWO

RESOLUTION NO. 1970.1

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY
ACCEPTING STORM DRAIN EASEMENT DEDICATION
FOR APN 023-202-18 (PORTION)**

WHEREAS, the City of Scotts Valley is in the process of installing a new storm drain system at the intersection of Hacienda Drive and Cadillac Drive, which will carry water into the existing storm system on Dell Way (the "Project"); and

WHEREAS, a portion of the project is planned to cross over private property; and

WHEREAS, the owners of those properties have granted easements across their properties for the Project; and

WHEREAS, the City Council desires to accept those easements so as to complete the Project.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby accepts the grant of easement, a copy of which is attached hereto and shown on the map as Exhibit B, both of which are hereby incorporated by the reference, from Christopher and Danielle Severs for the location and use of storm drainage construction and maintenance.

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

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

RECORDED AT THE REQUEST OF:
The City of Scotts Valley

WHEN RECORDED RETURN TO:

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

TO BE RECORDED WITHOUT FEE PER
GOVERNMENT CODE §6103 AND §27383

GRANT OF EASEMENT FOR DRAINAGE AND MAINTENANCE
EASEMENT IN GROSS

THIS GRANT OF EASEMENT FOR Drainage and Maintenance ("Drainage Easement Agreement") is made as an easement in gross by and between **Christopher Severs and Danielle Severs, husband and wife as Community Property with Right of Survivorship**, as "Grantor" and The City of Scotts Valley, a municipal corporation, as Grantee, as of September 18, 2019 with respect to the real property described herein as:

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

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

1. Creation of Easements. There is hereby established and granted in favor of Grantee in, over, across and through those portions of the Servient Estate shown on **Exhibit "B"** attached hereto as the Drainage Easement Area as a non-exclusive easement in gross for the purpose of laying down, locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using those drainage improvements depicted on those certain plans prepared by the Scotts Valley Public Works Department dated 9/15/19. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees for the purposes of using the Drainage Easement.

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

3. Use of Easement Area. The Drainage Easement Area and improvements to be installed and located therein may be used by the Grantee for drainage purposes for use by the City of Scotts Valley, the Grantee hereunder, and for the use of the improvements within the Drainage Easement Area.

4. Design and Construction of Access Easement Areas. The Grantee shall be responsible for the design of the improvements within Drainage Easement Area which design shall comply with all applicable laws. All construction and installation of improvements hereunder shall be at no cost or expense to Grantor and shall be undertaken consistent in all material respects with the approved plans and city inspection requirements.

5. Maintenance of Access Easement Area. The Grantee shall be responsible for general maintenance and repair of the improvements within the Drainage Easement Area during the term of this Drainage Easement Agreement and shall maintain and repair the improvements within the Drainage Easement Area in a commercially reasonable well maintained state and condition of repair consistent with the City approved construction documents and at its sole cost and expense.

6. Improvements for the Benefit of Grantor. As part of the construction of the drainage improvements in the Drainage Easement Area, Grantee shall install certain improvements outlined in **Exhibit "C"** for the benefit of Grantor at no cost to Grantor.

7. Easement in Gross. The easements and rights granted or created herein as the Drainage Easement Area shall be an easement in gross for the use and benefit of Grantee as the Drainage Easement Area, and cannot be transferred, assigned, or encumbered.

8. Rights-Servient Estate Owner. The owner of the Servient Estate hereunder shall have the right to use the Servient Estate in any manner which is not inconsistent with this grant of easement which does not materially interfere with the easement rights hereunder granted to the Grantee, and provided that no permanent building structures shall be constructed or placed thereon.

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

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

GRANTOR:
Christopher Severs and Danielle Severs
119 Dell Way
Scotts Valley, California 95066

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

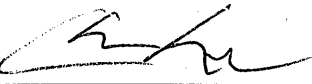
Any such notice sent by registered or certified mail, return receipt requested shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service shall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

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

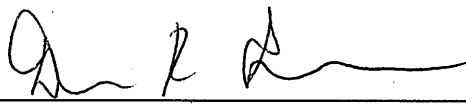
12. Governing Law. This Drainage Easement Agreement shall be governed under the laws of California.

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

Grantor:

By: 

Christopher Severs, Property Owner

By: 

Danielle Severs, Property Owner

(Notarized signatures required)

ACKNOWLEDGMENT

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.

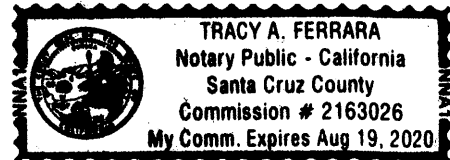
State of California
County of Santa Cruz

On September 24, 2019 before me, Tracy A. Ferrara, Notary Public
(insert name and title of the officer)

personally appeared Christopher Severs and Danielle Severs,
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 Tracy A. Ferrara (Seal)

**Certificate of Acceptance
(California Government Code Section 27281)**

This is to verify that the interest in the real property conveyed hereby pursuant to the Easement Deed ("Drainage Easement Agreement") from Christopher Severs and Danielle Severs, to the City of Scotts Valley, a general law city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City, and the City consents to the recordation thereof by its duly authorized officer.

City of Scotts Valley, a California municipal corporation

By: _____
Daryl Jordan, Public Works Director/ City Engineer

(Notarized signature required)

ORDER NO. : 0715021189

EXHIBIT A

The land referred to is situated in the County of Santa Cruz, City of Scotts Valley, State of California, and is described as follows:

PARCEL I:

Being a portion of Parcel A of that Parcel Map filed for Record February 23, 1972, in Volume 5 of Parcel Maps, at Page 20, Santa Cruz County records and further described as follows:

Beginning at the most Northerly corner of said Parcel A; thence along the Northeasterly line of said Parcel South 49 Degrees 08' East 156.68 feet; thence leaving said line South 33 degrees 31' 30" West 153.28 feet to the most Southerly corner of said parcel; thence along the Southwesterly line of said parcel North 40 degrees 32' West 140.00 feet to the most Westerly corner of said parcel; thence along the Northwesterly line of said parcel North 24 degrees 46' East 136.44 feet to the point of beginning.

PARCEL II:

A right of way 40 feet in width, appurtenant to Parcel I, and as granted in the deed from Rudolph R. Burman, et al., to Cecil R. Miller, Jr., et ux., Recorded November 21, 1975, in Volume 2561, Page 422, Official Records of Santa Cruz County, the Northeasterly line of which is described as follows:

beginning at the most Easterly corner of the above described parcel of land; thence along the Northeasterly and Northerly boundary of the lands shown on said Parcel Map South 49 degrees 08' East 269.00 feet to an angle thereon and South 81 degrees 01' East 104.36 feet to York Road.

APN: 023-202-18

EXHIBIT 'A'

Situate in the City of Scotts Valley, County of Santa Cruz, State of California.

Being a portion of the Lands of Christopher Severs and Danielle Severs, husband and wife as Community Property with Right of Survivorship, conveyed by Grant Deed dated May 24, 2017 and recorded June 1, 2017 as Recorder's Serial Number 2017-0017889 Official Records of Santa Cruz County; and

Being a portion of Parcel A, as said parcel is shown and delineated on that certain Map entitled "PARCEL MAP of the lands of DONALD SANTOS et ux as described in Book 2155 of Official Records at Page 182, Santa Cruz County Records" and filed in Volume 5 of Parcel Maps, Page 20, Santa Cruz County Records; and

Being an easement for the construction, maintenance and appurtenances thereto of a Storm Drain line, 15 feet in width, measured at right angles, the northeastern sideline of which is more particularly described as follows to wit;

Beginning at the northernmost corner of the above referenced Lands of Severs, thence southeasterly along the northeastern boundary thereof South 49°08'00" East 156.68 feet, a little more or less, to the easternmost corner thereof.

The southwestern sideline of this easement should be lengthened and shortened to terminate at the boundaries of the above referenced Lands of Severs.

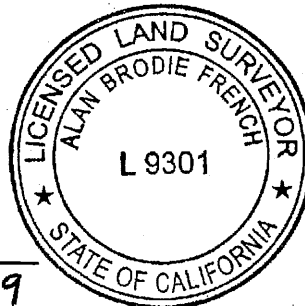
Containing 2,332 square feet of land, a little more or less

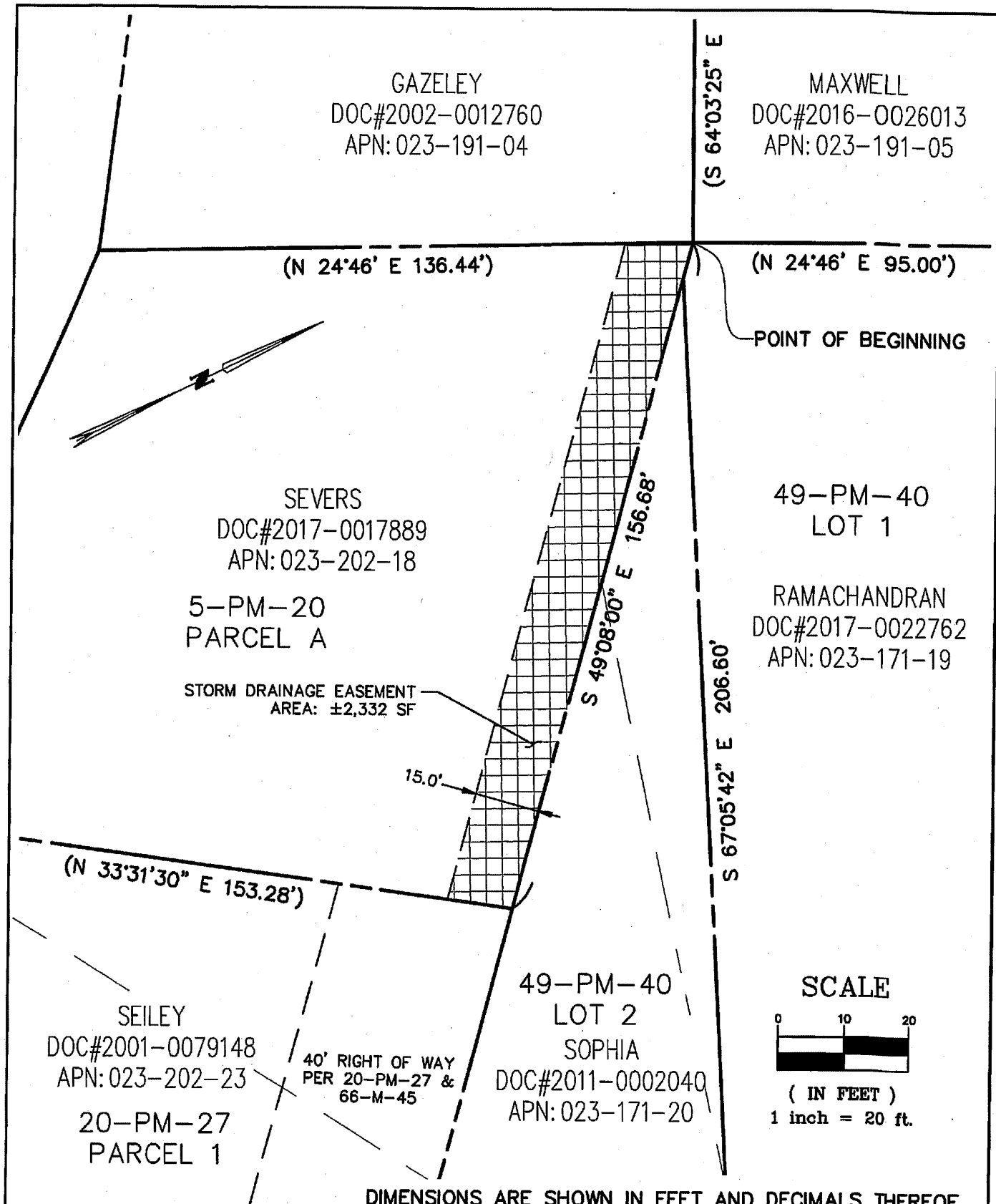
Attached hereto is a plat and by this reference made a part thereof.

Surveyed and compiled by Alpha Land Surveys, Inc. in September 2019. Job #2019-093


Alan Brodie French, PLS 9301

9-24-19





DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

ALPHA LAND SURVEYS
4444 SCOTTS VALLEY DR. #7
SCOTTS VALLEY, CA 95066

EXHIBIT A
PLAT ACCOMPANYING LEGAL
DESCRIPTION FOR
STORM DRAINAGE EASEMENT

SHEET
2
OF TWO

1" = 20'

DATE: 9/24/19

JOB#: 2019-093

EXHIBIT "C"

Severs Improvements

Replace driveway where disturbed from construction in kind with concrete

Incorporate existing drain into new solution

Replace driveway section severely cracked where trench will go through

Fill asphalt sink hole at entrance to driveway

Provide wall facade per owners approval

Fix any additional damage due to construction of pipeline

RESOLUTION NO. 1970.2

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY
ACCEPTING STORM DRAIN EASEMENT DEDICATION
FOR APN 023-091-05 (PORTION)**

WHEREAS, the City of Scotts Valley is in the process of installing a new storm drain system at the intersection of Hacienda Drive and Cadillac Drive, which will carry water into the existing storm system on Dell Way (the "Project"); and

WHEREAS, a portion of the project is planned to cross over private property; and

WHEREAS, the owners of those properties have granted easements across their properties for the Project; and

WHEREAS, the City Council desires to accept those easements so as to complete the Project.

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby accepts the grant of easement, a copy of which is attached hereto and shown on the map as Exhibit B, both of which are hereby incorporated by the reference, from Kyle and Richelle Maxwell for the location and use of storm drainage construction and maintenance.

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

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

RECORDED AT THE REQUEST OF:
The City of Scotts Valley

WHEN RECORDED RETURN TO:

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

TO BE RECORDED WITHOUT FEE PER
GOVERNMENT CODE §6103 AND §27383

GRANT OF EASEMENT FOR DRAINAGE AND MAINTENANCE
EASEMENT IN GROSS

THIS GRANT OF EASEMENT FOR Drainage and Maintenance ("Drainage Easement Agreement") is made as an easement in gross by and between **Kyle L Maxwell and Richelle L Maxwell, husband and Wife as community property with right of survivorship**, as "Grantor" and The City of Scotts Valley, a municipal corporation, as Grantee, as of Sept 27, 2019 with respect to the real property described herein as:

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

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

1. Creation of Easements. There is hereby established and granted in favor of Grantee in, over, across and through those portions of the Servient Estate shown on **Exhibit "B"** attached hereto as the Drainage Easement Area as a non-exclusive easement in gross for the purpose of laying down, locating, constructing, reconstructing, removing, replacing, repairing, maintaining, operating and using those drainage improvements depicted on those certain plans prepared by the Scotts Valley Public Works Department dated 9/15/19. The easement rights herein granted shall include reasonable access over and across the Servient Estate by the Grantee, its agents, contractors and employees for the purposes of using the Drainage Easement.

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

3. Use of Easement Area. The Drainage Easement Area and improvements to be installed and located therein may be used by the Grantee for drainage purposes for use by the City of Scotts Valley, the Grantee hereunder, and for the use of the improvements within the Drainage Easement Area.

4. Design and Construction of Access Easement Areas. The Grantee shall be responsible for the design of the improvements within Drainage Easement Area which design shall comply with all applicable laws. All construction and installation of improvements hereunder shall be at no cost or expense to Grantor and shall be undertaken consistent in all material respects with the approved plans and city inspection requirements.

5. Maintenance of Access Easement Area. The Grantee shall be responsible for general maintenance and repair of the improvements within the Drainage Easement Area during the term of this Drainage Easement Agreement and shall maintain and repair the improvements within the Drainage Easement Area in a commercially reasonable well maintained state and condition of repair consistent with the City approved construction documents and at its sole cost and expense.

6. Improvements for the Benefit of Grantor. As part of the construction of the drainage improvements in the Drainage Easement Area, Grantee shall install certain improvements outlined in **Exhibit "C"** for the benefit of Grantor at no cost to Grantor.

7. Easement in Gross. The easements and rights granted or created herein as the Drainage Easement Area shall be an easement in gross for the use and benefit of Grantee as the Drainage Easement Area, and cannot be transferred, assigned, or encumbered.

8. Rights-Servient Estate Owner. The owner of the Servient Estate hereunder shall have the right to use the Servient Estate in any manner which is not inconsistent with this grant of easement which does not materially interfere with the easement rights hereunder granted to the Grantee, and provided that no permanent building structures shall be constructed or placed thereon.

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

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

GRANTOR:
Kyle L Maxwell and Richelle L Maxwell
563 Hacienda Drive
Scotts Valley, California 95066

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

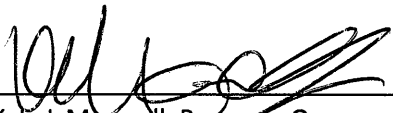
Any such notice sent by registered or certified mail, return receipt requested shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) one (12) business day after is so addressed and sent with the cost of such overnight delivery service prepaid. Notice sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Agreement by giving notice to the other party as provided herein.

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

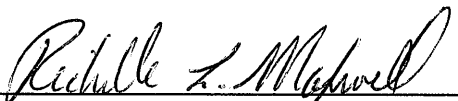
12. Governing Law. This Drainage Easement Agreement shall be governed under the laws of California.

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

Grantors:

By: 

Kyle L Maxwell, Property Owner

By: 

Richelle L Maxwell, Property Owner

(Notarized signature required)

ACKNOWLEDGMENT

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)

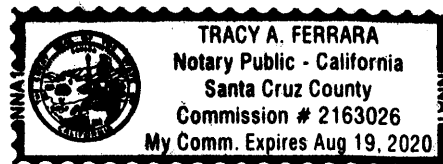
On September 27, 2019 before me, Tracy A. Ferrara, Notary Public
(insert name and title of the officer)

personally appeared Kyle L Maxwell and Richelle L Maxwell
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 Tracy A Ferrara (Seal)



Certificate of Acceptance
(California Government Code Section 27281)

This is to verify that the interest in the real property conveyed hereby pursuant to the Easement Deed ("Drainage Easement Agreement") from Kyle L Maxwell and Richelle L Maxwell, to the City of Scotts Valley, a general law city and municipal corporation, is hereby accepted by the undersigned officer on behalf of the City pursuant to authority conferred by resolution of the City, and the City consents to the recordation thereof by its duly authorized officer.

City of Scotts Valley, a California municipal corporation

By: _____
Daryl Jordan, Public Works Director/ City Engineer

(Notarized signature required)

ORDER NO. : 0711007888-MJ

EXHIBIT "A"

The land referred to is situated in the County of Santa Cruz, City of Scotts Valley, State of California, and is described as follows:

A part of the San Augustine Rancho and beginning at a point on the Easterly boundary line of lands conveyed to Robert Spence Lawrence and Stella Irene Lawrence, his wife, by Deed dated September 23, 1953 and recorded December 8, 1953, in Volume 945, Page 39, Official Records of Santa Cruz County, and from which the most Easterly corner of said lands of Lawrence bears North 24° 46' East 105 feet distant; thence along the Easterly boundary of said lands of Lawrence, South 24° 46' West 95 feet; thence North 65° 14' West 214.79 feet to the Easterly side of a 50 foot road know as Hacienda Drive; thence along the said road, North 36° 10' East 53.05 feet and North 12° 04' East 44.00 feet, more or less, to a point from which the point of beginning bears South 65° 14' East; thence South 65° 14' East 213.75 feet, more or less, to the point of beginning, being the Southwesterly 95 feet of the said lands of Lawrence.

APN: 023-191-05

EXHIBIT "B"

Situate in the City of Scotts Valley, County of Santa Cruz, State of California.

Being an easement for the construction, maintenance and appurtenances thereto of a Storm Drain line 10 feet in width, measured at right angles, the center line of which is more particularly described as follows to wit;

Being a portion of the Lands of Kyle L Maxwell and Richelle L Maxwell, husband and wife as community property with right of survivorship, conveyed by Grant Deed dated July 14, 2016 and recorded July 19, 2016 as Recorder's Serial Number 2016-0026013, Official Records of Santa Cruz County.

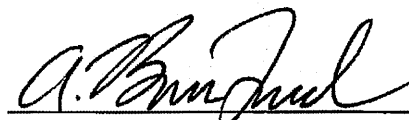
Commencing at a found ½" iron pipe, tagged LS 3308, located at the westernmost corner of the above referenced Lands of Maxwell;

Thence from said point of Commencement northeasterly along the western boundary thereof, North 36°10'00" East 13.62 feet to the point of beginning of this description.

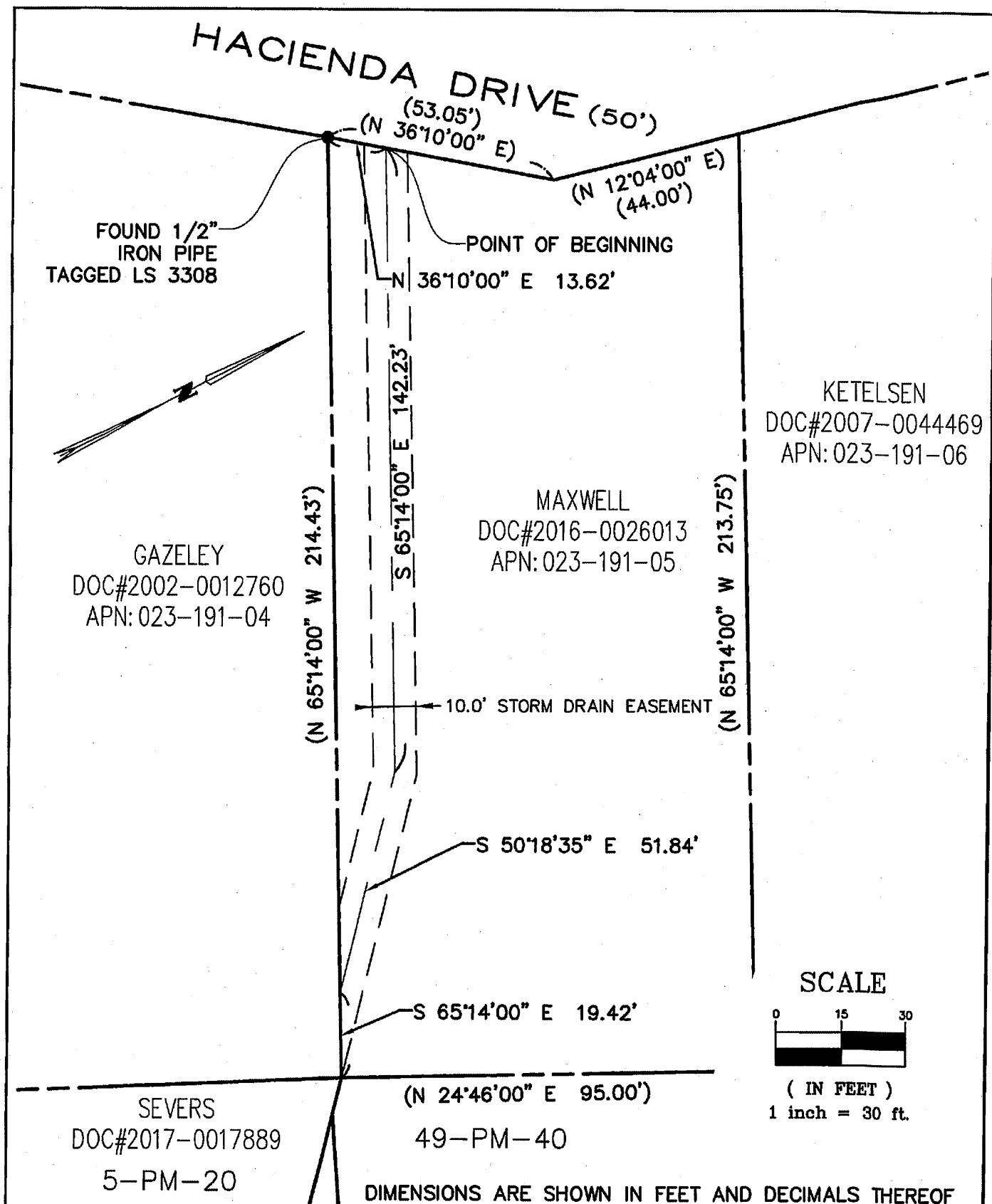
Thence from said Point of Beginning, parallel with the southern boundary of the above referenced Lands of Maxwell, South 65°14'00" East 142.23 feet; thence South 50°18'35" East 51.84 feet, a little more or less, to a point on the southern boundary of said Lands of Maxwell, from which the southeastern corner thereof bears South 65°14'00" East 19.42 feet. The sidelines of this easement should be lengthened and shortened to terminate at the boundaries of the above referenced lands of Maxwell.

Attached hereto is a plat and by this reference made a part thereof.

Surveyed and compiled by Alpha Land Surveys, Inc. in September of 2019.

 9-15-19
Alan Brodie French, PLS 9301





ALPHA LAND SURVEYS 4444 SCOTTS VALLEY DR. #7 SCOTTS VALLEY, CA 95066			EXHIBIT B PLAT ACCOMPANYING LEGAL DESCRIPTION FOR STORM DRAINAGE EASEMENT		SHEET 2 OF TWO
1" = 30'	DATE: 9/15/19	JOB#: 2019-093			

EXHIBIT "C"

Maxwell's Improvements

Install a 12" hillside storm drain pipe (exposed and anchored) lower area of property

Install and underground drainage pipe along existing driveway and side of house

Replace driveway where disturbed from construction in kind with asphalt

Remove, Stack and Replace pavers alongside of house with new concrete except under structures

Replace paver patio along trench with concrete

Temporarily remove and replace wood gate for access

Replace wooden stairs from house with concrete

Fix any additional damage due to construction of pipeline

AGREEMENT REGARDING EASEMENT

This AGREEMENT REGARDING EASEMENT ("Agreement") is entered into by and between the City of Scotts Valley ("City") and Kyle and Richelle Maxwell ("Owner") on this 27th day of September, 2019.

- A. The City is in the process of installing a new storm drainage system, which will capture the storm water at the intersection of Hacienda and Cadillac Drives and carry it down to Dell Way through a new pipeline.
- B. The new system will run through the Owner's property located at 563 Hacienda Drive, Scotts Valley, CA (the "Property").
- C. Owner is willing to grant an easement to City subject to the terms of this Agreement.
- D. The parties desire to enter into this Agreement to allow the City to install a storm drain through the Property.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Owner hereby agrees to grant an easement to City in the form attached hereto as Exhibit A.
- 2. In exchange for this easement, City shall pay Owner \$21,000 to be paid upon recordation of the easement.
- 3. In the event of any action at law, suit in equity or arbitration proceeding in relation to or arising out of this Agreement, the prevailing party, shall be entitled to reasonable attorney's fees and expenses.
- 4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY:
City of Scotts Valley

OWNERS:

Tina Friend, City Manager

Kyle L Maxwell

ATTEST:

Tracy A. Ferrara, City Clerk

Richelle L Maxwell

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

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- 4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY:
City of Scotts Valley

OWNERS:

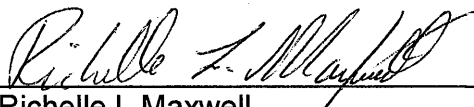
Tina Friend, City Manager



Kyle L Maxwell

ATTEST:

Tracy A. Ferrara, City Clerk



Richelle L Maxwell

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

RESOLUTION NO. 630.39.1

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AMENDING THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2019/20
AND MAKING APPROPRIATIONS FOR THE AMOUNTS BUDGETED**

WHEREAS, the City Council adopted the Fiscal Year 2019/20 Annual Budget by Resolution 630.39 on June 5, 2019; and

WHEREAS, the City has been made aware of storm water runoff issues along the Hacienda Drive corridor; and

WHEREAS, multiple studies were performed to determine possible drainage solutions; and

WHEREAS, the construction of a new storm drain pipeline has been identified as the optimal solution for capturing this storm water runoff; and

WHEREAS, in order to begin construction of a new storm drain pipeline, the City must obtain utility easements from three property owners; and

WHEREAS, additional appropriations to obtain three utility easements in the amount of \$21,000 are required for the General Fund (Fund 001).

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

1. That additional appropriations totaling \$21,000 to the General Fund (Fund 001) Annual Budget for FY 2019/20 are approved as follows:

a.	General Fund – Transfer Out	\$21,000
----	-----------------------------	----------

2. That additional appropriations totaling \$0 to the General CIP Fund (Fund 150) Annual Budget for FY 2019/20 are approved as follows:

a.	General CIP Fund – Transfer In	(\$21,000)
b.	150.90.4593.904 – Improvements	\$21,000

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 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

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

APPROVED: Tina Friend, City Manager

SUBJECT: APPROVAL OF BUDGET EXPENDITURE APPROPRIATION AND AGREEMENT WITH BIGLER CONSTRUCTION INC. FOR CONSTRUCTION OF STORM DRAIN INFRASTRUCTURE FROM HACIENDA DRIVE TO DELL WAY

SUMMARY OF ISSUE

The City has been made aware of storm drainage issues along the Hacienda Drive corridor. The City does not currently have a positive discharge system for this area to manage the runoff and collect into City facilities. In addition, local residents over the last few decades have constructed asphalt curbs along their property frontages that have concentrated volumes of storm water to their neighbors.

Multiple studies were performed to determine possible drainage solutions for this area. After review, Public Works has decided to pursue the solution of capturing the storm water at the intersection of Hacienda and Cadillac Drives and constructing a storm drain pipeline down to Dell Way, which will deposit the water into the existing City infrastructure.

In order for this construction to commence, the City will utilize the three easements accepted by Council prior to this approval. The construction will consist of standard storm drain infrastructure that will convey collected runoff from the intersection of Cadillac and Hacienda Drives to existing infrastructure along the Dell Way corridor.

The call for bids was advertised on September 16, 2019. Public Works received three bids on Friday, September 27, 2019. The low bid in the amount of \$169,500 from Bigler Construction Inc., was found to be responsive and near the Engineer's Estimate of \$159,229.19

Public Works received the following for the base bid on Friday, September 27, 2019:

Bigler Construction Inc.	\$169,500.00
Durden Construction Inc.	\$249,900.00
Earthworks Paving Inc.	\$212,000.00

Based on the bids received, staff recommends that the City enter into a contract with Bigler Construction Inc., the lowest responsive bidder, to perform the work.

The notice to proceed with work will be issued on October 3rd and work is expected to be completed by October 30, 2019. Neighboring residents will be informed of construction activities and progress through flyers and outreach. Attached for Council consideration is the proposed agreement with Bigler Construction Inc.

FISCAL IMPACT

The project is not included within the Capital Improvement Program. The cost of the pipeline project is \$169,500, plus a 15% contingency for unexpected underground issues. Total cost equates to \$195,000. The proposed funding solution is from the General Fund.

STAFF RECOMMENDATION

It is recommended that the City Council take action on the following:

1. Approve Resolution 630.39.2 amending the Fiscal Year 2019/20 Annual Budget increasing expenditure appropriation in the amount of \$169,500 plus a 15% contingency of \$25,500 for a total of \$195,000 from the general fund.
2. Authorize the creation and placement of the Hacienda Drive – Dell Way Storm Drain Construction Project #4593 in the FY 2019/20 Capital Improvement Program.
3. Authorize the City Manager to execute the attached agreement with Bigler Construction Inc. for the Drainage Improvement Plans on Hacienda Drive.

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Agreement with Bigler Construction	6

RESOLUTION NO. 630.39.2

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AMENDING THE CITY'S ANNUAL BUDGET FOR FISCAL YEAR 2019/20
AND MAKING APPROPRIATIONS FOR THE AMOUNTS BUDGETED**

WHEREAS, the City Council adopted the Fiscal Year 2019/20 Annual Budget by Resolution 630.39 on June 5, 2019; and

WHEREAS, the City has been made aware of storm water runoff issues along the Hacienda Drive corridor; and

WHEREAS, multiple studies were performed to determine possible drainage solutions; and

WHEREAS, the construction of a new storm drain pipeline has been identified as the optimal solution for capturing this storm water runoff; and

WHEREAS, additional appropriations to obtain three utility easements in the amount of \$195,000 are required for the General Fund (Fund 001).

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

1. That additional appropriations totaling \$195,000 to the General Fund (Fund 001) Annual Budget for FY 2019/20 are approved as follows:
 - a. General Fund – Transfers Out \$195,000
2. That additional appropriations totaling \$0 to the General CIP Fund (Fund 150) Annual Budget for FY 2019/20 are approved as follows:
 - a. 150.4999 – Transfer In (\$195,000)
 - b. 150.90.4593.904 – Improvements \$195,000

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 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

CIP PROJECT DESCRIPTION FOR FIVE-YEAR FINANCIAL PLAN

HACIENDA DRIVE – DELL WAY STORM DRAIN CONSTRUCTION

Funding	Funding Sources	
	General CIP	Total
2019-2020	195,000	195,000
2020-2021	-	-
2021-2022	-	-
2022-2023	-	-
2023-2024	-	-
Total	195,000	195,000

Expenditures	Expenditure Categories			
	Estimated Project Cost	Inflation %	Inflation Escalation	Total
2019-2020	169,500		-	169,500
2020-2021	-	0%	-	-
2021-2022	-	0%	-	-
2022-2023	-	0%	-	-
2023-2024	-	0%	-	-
Subtotal	169,500		-	169,500
Contingency 15%	25,500		-	25,500
Totals	195,000		-	195,000

PROJECT DESCRIPTION:

The City has been made aware of storm drainage issues along the Hacienda Drive corridor. The City does not currently have a positive discharge system for this area to manage the runoff and collect into City facilities. In addition, local residents over the last few decades have constructed asphalt curbs along their property frontages that has concentrated volumes of storm water to their neighbors.

Multiple studies were performed to determine possible drainage solutions for this area. After review, Public Works has decided to pursue the solution of capturing the storm water at the intersection of Hacienda and Cadillac Drives and constructing a storm drain pipeline down to Dell Way, which will deposit the water into the existing City infrastructure.

FUNDING SOURCES:

This project will be funded by a transfer from the General Fund into the General CIP Fund.

ESTIMATED PROJECT SCHEDULE:

Preliminary Engineering	Summer 2019
Issue Bids	Fall 2019
Construction	Fall 2019

PROJECT PRIORITY CATEGORY¹: A

¹ Priority descriptions:

- Priority A – project is **essential/critical** to health and safety or legal/regulatory requirements

- Priority B – project is **important** to maintaining health and safety or maintaining quality of life, but not critical.
- Priority C – project is **deferrable** and would only be implemented to the extent that higher priority projects are first funded.

EXHIBIT A

**AGREEMENT
CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

THIS AGREEMENT, made and concluded that 2nd day of October, 2019 between the CITY OF SCOTTS VALLEY, hereinafter called CITY, and Bigler Construction Inc., hereinafter called CONTRACTOR.

ARTICLE I. WITNESS TO, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the bonds, bearing even date with these presents and hereunto annexed, CONTRACTOR agrees with CITY, at CONTRACTOR's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by CITY, necessary to construct and complete the work of the improvement herein referenced in a good workmanlike and substantial manner and to the satisfaction of the CITY's Director of Public Works, Drainage Improvements for Hacienda Drive, in accordance with the Special Provisions hereto annexed, and also in accordance with the General Prevailing Wage Rates as determined by the Department of Industrial Relations, which said Special Provisions and General Prevailing Wage Rates are hereby specifically referred to and by such reference made a part hereof.

The work to be done is described in the Notice to Bidders "General Description of Work" book 1 of the contract and proposal, which said documents are hereby made a part of this contract, and is shown upon the plans entitled "Drainage Improvements for Hacienda Drive", which said plans are hereby made a part of the contract. The work shall be completed by October 30, 2019.

ARTICLE II. CITY hereby promised and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall be compensated for satisfactory completion of the work in compliance with the contract documents for the sum not to exceed \$195,000.00 (Proposal amount plus 15% retention).

CONTRACTOR agrees to receive and accept the prices as set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY, and for all the risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of Engineer.

ARTICLES VI. CONTRACTOR shall indemnify and save harmless and defend Owner, its officers, agents, servants and employees, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CONTRACTOR, or any officer, agent, consultant, servant and/or employee of CITY or CONTRACTOR, and damages to or destruction of property of any person, including but not limited to, CITY and/or CONTRACTOR and their officers, agents, consultants, servants and/or employees, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of CITY or its officers, agents, servants or employees, except the sole negligence or willful misconduct of CITY or its officers, agents, consultants, servants or employees, or the active negligence of CITY, its officers, agents or employees;
- (b) and any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR's own cost, expense and risk, defend any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY or CITY's officers, agents, consultants, servants or employees.

CONTRACTOR shall pay and satisfy and judgment, award or decree that may be rendered against CITY or its officers, agents, consultants, servants or employees, in any such suit, action or other legal proceedings;

CONTRACTOR shall reimburse CITY and its officers, agents, servants and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE VII. Prior to the commencement of any work, CONTRACTOR shall provide CITY with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements outlined in the Insurance Certificate. Failure to do so shall be deemed a material breach of this Construction Contract.

ARTICLE VIII. The complete contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference. CONTRACTOR shall be bound by the requirements and obligations of such documents.

1. Proposal
2. Agreement
3. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein)
4. Insurance Certificate

ARTICLE IX. Termination: This Agreement may be terminated by the CITY immediately for cause.

* * * * *

IN WITNESS WHEREOF, CITY has caused these presents to be executed by its officers hereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

CONTRACTOR
BIGLER CONSTRUCTION INC.

By: _____ Date: _____

License No.

CITY OF SCOTTS VALLEY

By: _____ Date: _____
Tina Friend, City Manager

ATTEST:

By: _____ Date: _____
Tracy Ferrara, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Kirsten Powell, City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019
TO: Honorable Mayor and City Council
FROM: Tina Friend, City Manager
SUBJECT: **RELEASE OF HOLDOVER COMMISSION/COMMITTEE
APPOINTMENTS**

SUMMARY OF ISSUE

Per Chapter 2.21 of the Scotts Valley Municipal Code, Council Members nominate City resident appointments to City Commissions, Committees and/or Boards. These appointments, and changes to them, are subject to confirmation by the City Council.

Since the departure of former Council Member Aguilar from the City Council, her advisory body appointees transferred to Council Member Timm and have continued to serve. At this time, Council Member Timm is releasing two of these holdover appointees: on the Arts Commission (Sheryl McEwan) and the ADA Accessibility Committee (Eileen Buckingham), with his appreciation for their service.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

It is recommended that the City Council confirm the release of former Council Member Aguilar/Council Member Timm's appointments from the Arts Commission and ADA Accessibility Committee.

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None.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

FROM: Tina Friend, City Manager

SUBJECT: **251B KINGS VILLAGE ROAD LEASE REQUEST FOR
PROPOSAL PROCESS AND CONSIDERATION OF USES**

SUMMARY OF ISSUE

At the City Council's May 6, 2019 meeting, as part of a comprehensive agenda item on alternate uses of the City of Scotts Valley (City) property located at 251 Kings Village Road, staff were directed to "prepare an RFP for a public/quasi-public use located at the vacant space . . . [U]se should be compatible with the Library and may include, but is not limited to, recreation and children's and cultural activities." To prepare for this request for proposals (RFP) solicitation process, the City secured the services of Management Partners to develop an RFP document and assist the City through evaluation of proposals submitted and preparation of an implementation action plan for decisions made by the City Council regarding this space.

The 251B Kings Village Road space is currently under short-term lease to the Scotts Valley Community Theater Guild through September 2019.

Request for Proposal Process

On July 31, 2019, the City released the "City of Scotts Valley, California Request for Proposals to Lease 251B Kings Village Road, Scotts Valley", inviting proposals to lease the 9,080 sq. ft. flexible-use space. The response period was one month, with proposals due to the City by August 28, 2019. The RFP was posted on the City's website and directly emailed to over 20 brokers, real estate professionals, and community partners countywide, including direct outreach to the Scotts Valley Community Theater Guild, the Boys and Girls Club and the Santa Cruz Public Libraries.

The RFP contained a Preferred Use section:

"Scotts Valley will consider a variety of uses in this unique space. Recognizing the property's high potential due to its size, flexible configuration, amenities and proximity to high-traffic areas, the City will entertain all potential uses that accord with zoning and the Town Center Specific Plan. The City has particular interest in uses that are compatible with the adjacent library. These could include recreational, youth and cultural uses, as well as other civic uses that will benefit the community."

The RFP stipulated that the City reserved the right to select, reject or negotiate any or all proposals in its sole discretion.

By the August 28th deadline, the City received two complete and timely proposals, from the Scotts Valley Community Theater Guild and the Santa Cruz Derby Girls/Santa Cruz Derby Grooms. In addition, the City received interest to explore a longer-term vision for use of the space by the Boys and Girls Club of Santa Cruz County, in collaboration with Santa Cruz Public Libraries. The City received no formal proposal from this potential collaboration as an exploratory period beyond one month was necessary to fully evaluate the opportunity.

Overview of the Proposals

The attached summary of the proposals, prepared by Management Partners, distills the main elements of the two proposals. An overview of each follows:

Scotts Valley Community Theater Guild proposes a five-year lease, with a renewal option, at a \$1 per year lease rate for a flexible-use temporary theater facility with a stage, seating, lighting and sound equipment. Hours of facility availability would be daily between 9 a.m. and 10 p.m. The Guild intends to sublease the building on a sliding scale (not defined in the proposal but described as affordable) and include a per ticket fee to raise funds for a permanent facility. The temporary facility would be available to community performing arts groups, local school groups, private music and arts education, city and library events, institutional groups, individuals and business meetings, educational forums, traveling entertainment performers, and holiday ceremonies. Tenant improvements of \$45,000 are anticipated for door improvements, HVAC activation, lighting, signage, and fire alarms, and mobile bathrooms sited outside.

Santa Cruz Derby Girls proposes a five-year lease, with a renewal option, at a \$5,000 per month (\$60,000 per year) lease rate for a year-round flat track roller derby practice facility with occasional weekend games and fundraisers. Hours of operation would be weekdays from 5 to 10 p.m., Saturdays from 9 a.m. to 1 p.m. and Sundays from 9 a.m. to 8 p.m. Tenant improvements of \$75,000-100,000 are anticipated for rental of portable toilets sited outside, lighting, door improvements, floor resurfacing, removal of limited interior walls, wall padding, insulation along the library-adjacent wall, ventilation and storage unit rental.

Options

The two proposals were evaluated by Management Partners as well as an internal review committee. Evaluation of the proposals included qualitative assessment of seven evaluation criteria outlined in the RFP.

These criteria were distilled to four factors:

- (1) operational capacity, resources and experience;
- (2) community benefit;
- (3) City benefit (lease fee); and
- (4) compatibility with the adjacent Library and alignment with preferred uses.

An unweighted summary of **+** (positive), **-** (negative) and **0** (unknown) ratings follows to illustrate the strengths and limitations of each proposed use.

Qualitative Ratings Table

	DERBY GIRLS		THEATER GUILD	
Operational	+	Proven experience operating this model	0 / -	Unknown; no proven experience operating this model
Community Benefit	-	Minor to none; mostly private use with occasional public game or fundraiser	+	Would add amenity and opportunity for organizations to rent facility for a variety of uses
City Benefit	+	Total rent of \$300,000 over lease term	-	Total rent of \$5 over lease term
Compatibility	+ / -	Compatible with recreation and youth use; potential for negative impact on Library operations	0 / +	Unknown, depends on users of the space; intent is for broad community use

Three options are presented for potential Council action:

Option 1: Award the lease to one of the RFP respondents

First, the City Council may choose to award the lease to either of the two respondents. As the foregoing table illustrates, both proposals offer advantages and disadvantages and neither proposal substantially met all four factors.

Should the Council choose to award the lease to one of the respondents, direction should be given to staff to negotiate a lease, along with any Council-preferred terms. Staff recommends that any lease contain a reasonable lease rate. The City should receive income to offset future repair and necessary improvements to the building and site envelope. Without an income stream, the City will draw from its General Fund for these expenses. One of the proposals attaches a value to the space and the City should consult market comparators to determine a lease rate.

Option 2: Revise and reissue an RFP to attract additional respondents

Second, the City Council may wish to take this leasing opportunity back to the marketplace, with revised terms that may include an expanded definition of preferred uses. For instance, the Council defined the preferred use in March 2019 as public/quasi-

public, but could consider commercial uses. The property is zoned Shopping Center Commercial (C-SC) which allows for commercial uses such as professional offices, retail and commercial services. The property is also within the Town Center Specific Plan PD Overlay, as described in Sections 3.4-3.6 of the Town Center Specific Plan.

Option 3: Explore long-term uses and engage in collaborative strategic planning; lease the space short-term

A third option follows a different tack: to pursue the interest from the Boys and Girls Club of Santa Cruz County and the Santa Cruz Public Libraries for collaborative strategic planning with the City to determine if and how this site could be realized as a new Scotts Valley Clubhouse. Both entities see a strong future for long-term, complementary partnership with their programming and resources to serve youth at the library and an immediately adjacent Clubhouse. Both have expressed interest in forming an exploratory committee, with the City included, to vision and plan for this potential consideration. To produce a legitimate, well-considered and actionable plan, it may entail a year or longer planning horizon. Accordingly, it will not result in immediate tenancy of the space.

Given the strategic planning timeline of a year or more, the Council may wish to enter into a short-term lease with one of the respondents to this RFP process, or with an alternate, as yet-undefined tenant, or revert the space to City use, for potential activation for civic purposes, including recreational, as a rentable facility available to the public, or office/administrative purposes. Any City use of the space would require improvements.

FISCAL IMPACT

The fiscal impact ranges depending on the Council action from \$5 in lease income over a five-year period to over \$300,000. Electing Option 2 could result in some one-time costs this fiscal year, to an unknown but minor extent, to revise, reissue and promote a new RFP solicitation process. Electing Option 3 could result in some costs in the current fiscal year, to an unknown extent, to support the City’s engagement in a strategic planning partnership, as well as lease revenue should the Council authorize a short-term lease.

STAFF RECOMMENDATION

The City Council will consider and provide direction on the options presented for use of the space at 251B Kings Village Road, which may include leasing, long-range strategic planning, reissuance of an RFP to lease, or other alternative courses of action, as appropriate. Council action on this agenda item should contemplate the City’s preferred steps regarding the existing tenancy.

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City of Scotts Valley
Summary of Proposals to Lease 251B Kings Village Road

1. Background	Community Theater Guild	Derby Girls/Groms
2. Proposed Use	- The Community Theater Guild has been leasing the existing property since 2014. The current lease was terminated due to missed construction milestones but has been extended on a month to month tenancy while an RFP process is conducted. - According to the proposal, a charette was completed in 2013 that identified a community theater as the preferred use of the property. - The Guild has spent \$85,000 on demolition and site improvements on the City's property.	- The proposers are two local roller derby teams. - They currently practice at a nearby site on Kings Village Road, which is being considered for a rezoning for residential development.
3. Compatibility of Operation	- The Guild is proposing a flexible use, temporary theater that includes a stage, seating, lighting and sound equipment for performances and events. This use is to continue as Guild seeks donations and saves for the construction of a new performing center. - Hours of availability will be daily, between 9 am and 10 pm. - The Guild intends to sublease building.	- This joint proposal would return the use of this property to a roller-skating rink for skating practice. - Proposed hours of use are: - Weekdays from 5 pm to 10 pm, - Saturday from 9 am to 1 pm - Sunday from 9 am to 8 pm - The proposers also contemplate hosting some roller derby games and fundraisers.

• Compatibility of proposed operation with surrounding uses • Compatibility with local community	theater productions probably would not be disruptive to library patrons. • Parking availability during heavily attended events could present an issue.	• Although a lot of the proposed hours of use are at times when the library is closed to patrons, weekday evening hours and Saturday hours would coincide with Library hours. This could present conflicts with uses at the adjacent library. Parking availability could be an issue.
4. Leasing Fee • Competitiveness and appropriateness of proposed lease fee • Feasibility of lease fee	• The Guild has proposed to use the property for \$1 a year, essentially free of charge.	• The Derby Girls/Grooms have proposed a lease of \$5,000 a month or \$60,000 per year. Over the term of the initial 5-year lease, this equates to \$300,000. Extensions to the lease would bring in added leasing revenue.
5. Experience • Extent of proposer's experience • Scope and applicability of proposer's experience to the proposed use	• The Guild has diverse board members with experience in building, production and management of theater and performing arts. • Experience fits with establishing a temporary theater venue.	• Proposers have been in operation since 2007 and 2009. • The groups have implemented a similar operation in their current location.
6. Resources and References • Financial resources and capacity of proposer • History and references of proposer • Feasibility of the proposal	• The City's previous city manager, Jenny Haruyama is listed as the Guild's landlord reference. • Proposers are anticipating spending \$45,000 in tenant improvements.	• The proposers included a letter from their current landlord with the proposal packet that described them as "perfect tenants." • Proposers are anticipating spending \$75,000 - \$100,000 in tenant improvements.



7. Capacity • Managerial capacity of proposer to accomplish and maintain operation • Professional qualifications and personal background of the individuals involved in the operation	• It is unknown if operation can be successfully implemented, as proposed operation has not been implemented previously. • Board members have a wide variety of experience.	• Groups have demonstrated the ability to successfully implement and sustain a similar operation.
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City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: October 2, 2019

TO: Honorable Mayor and City Council

FROM: Tina Friend, City Manager

SUBJECT: **TOWN CENTER SUBCOMMITTEE REPORT-OUT AND
DISCUSSION OF FUTURE TOWN CENTER PROCESS**

SUMMARY OF ISSUE

Authorized by the City Council at its March 29, 2019 meeting, the Town Center Subcommittee was a temporary, project-specific City Council Subcommittee with the charge to “work with staff and the current Town Center Developer (Scotts Valley Town Green Land, LLC) to explore mechanisms to ensure the success of the Town Center project and identify recommended terms for the purchase of the City owned parcels.” The subcommittee was authorized through October 1, 2019.

This agenda item provides for a final report-out from the members of the sunseting Town Center Subcommittee on its activities and the outcomes of the Scotts Valley Town Green Land, LLC project. The item is chiefly intended for City Council discussion of the preferred future process for the Town Center, including the possibility of a new project-specific exploratory subcommittee.

When evaluating the context and factors that led to the Town Green Land’s withdrawal from the project, the subcommittee acknowledged the complex attributes of this project: multiple property owners, a large footprint, the mix of development types, a changing economy and retail trends, and environmental complications. The subcommittee also and more strongly recognized the remarkable opportunity the Town Center continues to present for Scotts Valley’s future, viewing this juncture as a new beginning anchored by the principles and concepts in the 2008 Town Center Specific Plan and the valuable experience gained from prior development concepts for this landmark property.

The subcommittee recommends that the City continue its momentum to realize the Town Center concept through rededication of City effort. When contemplating the best way to institutionalize this level of organizational priority, the subcommittee thought a project-specific exploratory subcommittee presented the best, most nimble mechanism. This subcommittee, working together with staff, would apply the insights gained from prior work and project attempts, analysis of contemporary market and economic conditions, and along with other factors and information, explore and identify options for Council

consideration to advance the Town Center vision. Staff agree that investment of effort in economic development and the Town Center project is important for the City’s long-term stability and community benefit.

The Council is requested to deliberate its preferred path forward with the Town Center, including consideration of a proposed project-specific exploratory committee. A draft subcommittee term and purpose is presented for discussion:

- Term:** The Town Center Exploratory Subcommittee shall be effective October 2, 2019 through September 30, 2020.
- Representation:** The Town Center Exploratory Subcommittee will be comprised of two members of the City Council.
- Purpose:** The purpose of the Town Center Exploratory Subcommittee is, in conjunction with staff, to identify options to support the activation and development of the Town Center vision, for City Council consideration and action.

FISCAL IMPACT

There are no fiscal impacts identified at this time; however, should the Town Center Exploratory Subcommittee be formed, it likely will require resources that could take the form of research, analysis and project management that, due to staff capacity constraints, will need to be filled through outside support. The subcommittee, if formed, would assess its needs and return recommendations and costs for Council discussion.

STAFF RECOMMENDATION

It is recommended that the Council receive a report-out from the Town Center Subcommittee, discuss next steps and process to advance the Town Center project, consider draft Resolution 1960.1 establishing the Project Specific Town Center Exploratory Subcommittee, and provide other direction, as appropriate.

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RESOLUTION NO. 1960.1

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SCOTTS VALLEY ESTABLISHING A TEMPORARY
PROJECT SPECIFIC TOWN CENTER EXPLORATORY SUBCOMMITTEE**

WHEREAS, the City Council may establish project specific Council subcommittees to address an explicit purpose or need; and

WHEREAS, project specific Council subcommittees are of a limited duration and should be active for no more than one year; and

WHEREAS, the Council desires to establish a Project Specific Town Center Exploratory Subcommittee effective October 2, 2019 through September 30, 2020; and

WHEREAS, the Town Center Exploratory Subcommittee will be comprised of two members of the City Council; and

WHEREAS, the purpose of the Council Town Center Subcommittee is, in conjunction with staff, to identify options to support the activation and development of the Town Center vision, for City Council consideration and action.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Scotts Valley hereby establishes a Temporary Project Specific Town Center Exploratory Subcommittee.

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a special meeting held on the 2nd day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk