



A G E N D A

Meeting of the Scotts Valley City Council

Date: April 15, 2015

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 4-10-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Dene Bustichi, Mayor Donna Lind, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Jim Reed, Council Member	City Staff Members Steve Ando, City Manager Kirsten Powell, City Attorney Corrie Kates, Community Dev Dir/Deputy City Mgr Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

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

Interjurisdictional Committees:

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

Standing Local Committees:

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

Project Specific Committees:

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

- A. Approve City Council meeting minutes of 4-1-15
- B. Approve check register – 4-3-15

- C. Accept the notice of completion for the Shugart Park Pathway and Footbridges Project and authorize City staff to issue a Notice of Completion to the contractor, Monterey Peninsula Engineering, and other appropriate parties
- D. Approve the Affordable Housing Agreement with Siri Development, LLC for The Manor, an 8-unit residential land division with 1 low-income affordable housing unit located at 10-17 Siri Lane, APN's 022-081-067 through 022-081-075
- E. Approve the Right of Entry Agreement between the City of Scotts Valley and the Scotts Valley Water District, and authorize the City Manager to execute the agreement
- F. Approve Administrative Procedure No. 47 - Paid Sick Time for Temporary, Part-time Employees, with an effective date of July 1, 2015

ALTERATIONS TO REGULAR AGENDA

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

REGULAR AGENDA

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

- 1. Presentation from the Scotts Valley Historical Society regarding the Octagon Building
- 2. Discussion and consideration of lights at the Majors Field at Siltanen Park (Recreation/Ard)
- 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:

- (1) Conference with labor negotiator re employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association
Legal Authority: Govt Code section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager, Police Chief
- (2) Conference with legal counsel regarding potential litigation - 1 case.
Legal Authority: Govt Code Section 54956.9b
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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DATE: 4-15-2015

MINUTES

Meeting of the Scotts Valley City Council

Date: April 1, 2015

POSTING:

The agenda was posted on 3-27-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

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

City Manager Ando
City Attorney Powell
Public Wks Director Hamby
Police Chief Weiss
Senior Planner Fodge
City Clerk Ferrara

Absent:

Comm Dev Dir/Deputy City Mgr Kates

COMMITTEE REPORTS

VM Lind reported that she attended a LAFCO meeting where the budget was adopted, with no changes in funding for the participating agencies in the next fiscal year.

Mayor Bustichi reported that the Santa Cruz Metropolitan Transit District Board (SCMTD) met and discussed a variety of issues. He stated that the SCMTD is moving forward with public meetings for input on rate and route restructuring. He stated that public meetings are scheduled for the following dates: April 10 at 9:00 am in the Santa Cruz City Council Chambers and April 10 at 6:00 pm in the Watsonville City Council Chambers.

CITY MANAGER REPORT

- The City conducted a test on Monday at the Wastewater Treatment plant to not discharge through the outfall pipeline for an entire day. This was to see how the plant would respond if the City and Water District were to supply recycled water to Pasatiempo. It would take a day to disinfect the line to Pasatiempo before recycled water could be supplied. There were some issues with the clarifier such that the quality of the recycled water was not up to standards. They still continued the process to see if they could catch up processing the stored effluent. They were making headway on that.
- Vickie Clark, the Chief Business Official for the Scotts Valley Unified School District, will be retiring at the end of June this year. She was the School District's representative on our

- Oversight Board for the Scotts Valley Redevelopment Successor Agency. Michael Watkins, Superintendent of the County Office of Education, will need to appoint a new representative.
- This coming Monday, April 6, Malone's is hosting a fundraiser for the Senior Center. Malone's will donate 35% of all full priced food and drink to the Senior Center. Just mention the Senior Center when ordering.
- The swim program starts back up on Tuesday, April 7. Recreation is in need of an adaptive swim instructor for people with special needs. If anyone is qualified, please contact the Recreation Department.

PUBLIC COMMENT

Nancy Hoffman, Tabor Drive resident, expressed safety concerns about parking on Tabor Drive. She stated that some of the no parking signs had been removed during the recent street improvements on Tabor Drive and they had not been replaced.

Regan Barry, Terrace View Drive resident, expressed concerns regarding the Scotts Valley Rockery and their impacts on the Terrace View Drive neighborhood.

ALTERATIONS TO CONSENT AGENDA

M/S: Aguilar/Reed

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 3-18-15
- B. Approve check register – 3-20-15, 3-13-15

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Reed

To approve the Regular Agenda.

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

REGULAR AGENDA

- Consider approval of the County-wide Homeless Strategic Plan entitled "ALL IN - Toward a Home for Every County Resident; the Santa Cruz County Community Strategic Plan to Prevent, Reduce and Eventually End Homelessness"**

CM Ando presented the written staff report and responded to questions from Council. He stated that Ken Cole, Executive Director of the Santa Cruz County Housing Authority and Robyn McKeen, Community Organizer for United Way of Santa Cruz County, were present at the meeting.

Robyn McKeen, Community Organizer for United Way of Santa Cruz County, stated that the County of Santa Cruz, City of Santa Cruz, City of Capitola, and City of Watsonville had all approved this plan. She gave a PowerPoint presentation regarding "All In", and Ken Cole, Executive Director of the Santa Cruz County Housing Authority, continued the PowerPoint presentation, and responded to questions from Council.

M/S: Aguilar/Bustichi

To approve the County-wide Homeless Strategic Plan entitled "ALL IN - Toward a Home for Every County Resident; the Santa Cruz County Community Strategic Plan to Prevent, Reduce and Eventually End Homelessness".

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

2. Discussion and consideration of policy options for outdoor storage uses in the City of Scotts Valley

Mayor Bustichi recused himself due to a potential conflict of interest.

SP Fodge presented the written staff report and responded to questions from Council. She stated that the following options were being provided to Council for consideration:

Option #	Description	Permit Process	Required Next Step before the Moratorium Expires on July 20, 2015
1	No change	Future use permit applications in the C-S & I-L zones will continue to be processed on a case-by-case basis	None; the moratorium could be reduced in duration or lifted
2	Allow in C-S <u>and</u> create specific design standards for screening	Same as above, <u>and</u> new design standards will apply	Staff will prepare a zoning text amendment for Planning Commission and City Council review
3	Prohibit on Mt. Hermon Road and Scotts Valley Drive no matter the zone	Not applicable because the use is not allowed	Same as above
4	Allow only in the I-L (but not on SVD or MHR) <u>and</u> create specific design standards for screening	Future use permit applications will only be processed in the I-L zone on a case-by-case basis, <u>and</u> new design standards will apply	Same as above

SP Fodge stated that options 2, 3, and 4 would require Planning Commission review and recommendation, and would come back to the City Council for action and final approval.

Jeannine Lee McCombs and Jason McCombs, SV residents and owners of outdoor storage

yards in Scotts Valley, spoke in support of allowing outdoor storage in Scotts Valley on a case by case basis.

Regan Barry, SV resident, spoke in opposition to outdoor storage in any area that abuts a residential neighborhood.

CM Aguilar recommended Option #2 with an addition that it not be allowed next to housing.

CM Reed stated that he is against Option #2 as he does not feel this is an appropriate use along Mt. Hermon Road or Scotts Valley Drive and recommended Option #3 or #4, with design standards for both options as discussed in Option #2.

VM Lind recommended Option #3 or #4 with design standards for both options as discussed in Option #2. She expressed concerns for property owners impacted by the economy.

CM Reed, CM Aguilar, and VM Lind felt that Option #4 might work, but they would like to see C-S included, as long as it is not next to housing.

CM Johnson stated that he needs additional time to explore and research this issue before making a recommendation. He expressed concerns about the potential unintended consequences of restricting locations.

SP Fodge recommended that staff bring this item back in May with revised options and in order to allow time for Council to evaluate this issue further.

3. Future Council agenda items

CM Aguilar recommended a future agenda item regarding tobacco licensing.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:44 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54957.6, the City Council met in closed session to confer with their labor negotiation regarding employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association.
- (2) Pursuant to Government Code Section 54959.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations, APN 022-481-19.

RECONVENE TO OPEN SESSION

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

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 8:11 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
000182	A SIGN ASAP	103889	04/03/15	193.03
003342	ACCENT CLEAN & SWEEP INC	103890	04/03/15	3,654.75
001097	ACORN COURT APARTMENTS	103891	04/03/15	3,523.52
002002	ACTIVE NETWORK/THE	103892	04/03/15	5,628.51
001912	ADVANCED FLOW MEASUREMEN	103893	04/03/15	730.00
001985	AEP	103894	04/03/15	150.00
001778	AIA CORPORATION	103895	04/03/15	449.06
000620	ALVAREZ/TONY	103896	04/03/15	20.00
000563	APPI	103897	04/03/15	390.45
003149	AQUATIC BIOASSAY &	103898	04/03/15	3,475.00
001009	ARD/KRISTIN	103899	04/03/15	30.00
001670	AT & T	103900	04/03/15	1,065.98
000097	AT&T	103901	04/03/15	496.67
000614	BATTERIES PLUS	103902	04/03/15	8.69
001373	BAY TREE, LLC	103903	04/03/15	3,620.38
001822	BC LABORATORIES INC.	103904	04/03/15	1,069.00
001551	BEEEMER SHOP	103905	04/03/15	403.57
001593	BENEDICT DDS/NANETTE	103906	04/03/15	308.80
001040	BOGNER SHEET METAL	103907	04/03/15	587.49
000500	BOLANOS/DORENE	103908	04/03/15	672.50
000021	BOWMAN & WILLIAMS	103909	04/03/15	13,262.50
000437	BRASS KEY LOCKSMITH	103910	04/03/15	23.86
000018	BRINK'S TROPHY SHOPPE	103911	04/03/15	58.72
001566	BUSINESS WITH PLEASURE	103912	04/03/15	215.31
003178	BUTANO GEOTECHNICAL	103913	04/03/15	1,470.00
001017	C.W.E.A.	103914	04/03/15	156.00
000772	CABRILLO COLLEGE STROKE	103915	04/03/15	1,379.50
001633	CAL-WEST LIGHTING & SIGN	103916	04/03/15	715.00
003087	CALBO	103917	04/03/15	215.00
001553	CARD SHARK/THE	103918	04/03/15	643.53
003280	CAROLLO	103919	04/03/15	6,700.75
.14869	CDT TRAINING	103920	04/03/15	430.00
000756	CENTRAL HOME SUPPLY	103921	04/03/15	266.64
000502	CHRISTIANSON/JOHN	103922	04/03/15	1,330.00
000226	COAST PAPER & SUPPLY INC	103923	04/03/15	413.92
002091	COMCAST	103924	04/03/15	203.73
.14872	COMMUNITY ACTION BOARD O	103925	04/03/15	45.00
001103	CREATIVE FORMS & CONCEPT	103926	04/03/15	314.20
001935	CRITICAL REACH	103927	04/03/15	285.00
000037	CRYSTAL SPRINGS WATER CO	103928	04/03/15	72.65
003043	CSG CONSULTING INC	103929	04/03/15	6,765.00
001773	CVS PHARMACY	103930	04/03/15	87.22
000207	DEPARTMENT OF JUSTICE	103931	04/03/15	115.00
000207	DEPARTMENT OF JUSTICE	103932	04/03/15	368.00
001983	DEPARTMENT OF SOCIAL SER	103933	04/03/15	2,178.00
003411	DIAMOND TRAFFIC PRODUCTS	103934	04/03/15	3,327.39
000488	DIENTES COMMUNITY DENTAL	103935	04/03/15	323.75
003160	DIXON & SON TIRE	103936	04/03/15	45.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
001362	DUNCAN AUTO TECH	103937	04/03/15	685.23
000072	ECOLOGY ACTION OF SC	103938	04/03/15	6,581.10
000426	ENTENMANN-ROVIN CO	103939	04/03/15	149.88
000054	EWING IRRIGATION PRODUCT	103940	04/03/15	316.90
003035	FELTON DENTAL CENTER	103941	04/03/15	722.50
003352	FERNANDEZ DDS/PABLO	103942	04/03/15	145.00
000375	FIRST ALARM SECURITY & P	103943	04/03/15	440.00
001597	FLEMING/JOSEPHINE	103944	04/03/15	1,912.50
.14870	GARCIA/CECELIA	103945	04/03/15	200.00
001042	GOLDEN GATE PETROLEUM	103946	04/03/15	3,247.18
001828	GONZALES/GABE	103947	04/03/15	20.00
001837	GORMAN/KEVIN	103948	04/03/15	10.50
001053	GOVERNMENT FINANCE OFFIC	103949	04/03/15	190.00
001881	GRAINGER	103950	04/03/15	1,727.30
000895	GRANITE CONSTRUCTION CO	103951	04/03/15	23,272.77
003006	GRIFFIN DDS/PHILIP T	103952	04/03/15	1,101.00
000057	HACH COMPANY	103953	04/03/15	412.61
000801	HINDERLITER, DE LLAMAS &	103954	04/03/15	1,441.97
000615	HOHMANN/PATRICK J.	103955	04/03/15	20.00
000666	HOUSING AUTHORITY OF SC	103956	04/03/15	67.00
001308	JOHNSON DDS/BRETT	103957	04/03/15	253.60
001246	JOINER DDS/MARK	103958	04/03/15	1,100.00
001903	JONES/KIMARIE	103959	04/03/15	456.80
001660	KING/KATI	103960	04/03/15	58.76
003331	KOFFLER ELECTRICAL MECHA	103961	04/03/15	7,484.13
001992	KOSMONT COMPANIES, INC	103962	04/03/15	3,447.08
001333	LARA/ JESUS D	103963	04/03/15	92.01
001673	LINCOLN FINANCIAL GROUP	103964	04/03/15	1,041.71
003321	LOPEZ/RENE	103965	04/03/15	20.00
001591	MARKELL/ROD	103966	04/03/15	1,974.00
003171	MICHALAK/GENE	103967	04/03/15	220.00
003104	MICKEY MAGIC	103968	04/03/15	175.00
000323	NBS GOVERNMENT FINANCE G	103969	04/03/15	2,407.06
001974	NORTH AMERICAN UV INC	103970	04/03/15	2,030.00
001988	O'REILLY AUTOMOTIVE, INC	103971	04/03/15	273.84
000101	PACIFIC GAS & ELECTRIC C	103972	04/03/15	24.77
000101	PACIFIC GAS & ELECTRIC C	103973	04/03/15	28,489.50
001787	PETRINI'S GARDENING SERV	103974	04/03/15	75.00
000100	PETTY CASH - R. LIEB	103975	04/03/15	183.89
000100	PETTY CASH - R. LIEB	103976	04/03/15	170.94
003165	PHENOVA	103977	04/03/15	481.09
001876	POLITO/BRANDON	103978	04/03/15	10.50
003323	POMPETTE/NICOLE	103979	04/03/15	20.00
001233	PORTER DDS MS/BRENT J	103980	04/03/15	474.60
001503	PRUDENTIAL INSURANCE CO/	103981	04/03/15	623.15
003052	RJL ENTERPRISES	103982	04/03/15	552.63
000625	ROLAND/JEANETTE L.	103983	04/03/15	826.40
001364	SANTA CRUZ COUNTY	103984	04/03/15	10,692.20

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000820 SANTA CRUZ/COUNTY OF	103985	04/03/15	4,140.00	
	000130 SCOTTS VALLEY FIRE DISTR	103986	04/03/15	304.27	
	.14871 SECRETARY OF STATE	103987	04/03/15	40.00	
	001270 SHIVELY DDS/MARTIN H	103988	04/03/15	239.20	
	001555 STATE BOARD OF EQUALIZAT	103989	04/03/15	2,149.00	
	002053 STEPPFORD	103990	04/03/15	10,751.00	
	001361 STEVENS DDS/JOHN A	103991	04/03/15	179.00	
	001403 TARSITANO DDS/BEN F	103992	04/03/15	846.00	
	001933 THURINGER/JOE	103993	04/03/15	406.35	
	002020 TOSHIBA FINANCIAL SERVIC	103994	04/03/15	1,016.84	
	001560 TRITON CONSTRUCTION	103995	04/03/15	2,000.00	
	000151 VISION SERVICE PLAN	103996	04/03/15	1,222.00	
	000714 VOLUNTEER CENTER	103997	04/03/15	1,268.59	
	003145 WAGE WORKS	103998	04/03/15	110.00	
	001877 WATER ENVIRONMENT FEDERA	103999	04/03/15	218.00	
	003008 WILLIAMS/JESSE	104000	04/03/15	20.00	
	000952 WILSON/JOHN	104001	04/03/15	10.50	
	003166 WISDOM/ANGIE	104002	04/03/15	660.00	
	GENERAL CHECKING ACCOUNT			199,790.92	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
04/06/2015 14:40:00
GL540R-V07.27 PAGE 4

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				199,790.92

RECORDS PRINTED - 000256

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	56,017.85
002	RECYCLING/ENVIRONMENTAL	3,654.75
003	GAS TAX - SPECIAL STATE TRST	22,900.39
004	RECREATION	12,355.28
008	TRAFFIC IMPACT MITIGATION	3,327.39
010	WASTEWATER OPERATIONS	51,865.45
011	TERTIARY TREATMENT PLANT	7,401.72
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	10,657.98
025	GENERAL TRUST	8,340.00
027	POLICE FACILITY BUILDING	304.27
028	SENIOR CENTER	672.44
033	TREE REPLACEMENT FUND	1,330.00
050	PINEWOOD EST LNDSCP MAINT DT	9.54
077	SKYPARK MAINT ASSESS DIST	30.64
090	SV DRIVE A REDEMPTION	2,407.06
112	DENTAL INS INTERNAL SERV	6,632.90
123	COMMUNITY FACILITY CENTER	1,201.03
150	GENERAL CAPITAL IMPROVEMENTS	8,051.10
306	SUPPL LAW ENFORCEMENT SRVS	657.13
TOTAL ALL FUNDS		199,790.92

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	199,790.92
TOTAL ALL BANKS		199,790.92

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

DATE: April 15, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
**SUBJECT: Shugart Park Pathway and Foot Bridges Project
Notice of Completion**

SUMMARY OF ISSUE

On June 18, 2014, Council awarded the contract for the construction of the Shugart Park Pathway and Foot Bridges Project to Monterey Peninsula Engineering (MPE). On March 18, 2015 Council approved the final change order.

As MPE has completed all work according to the plans and specifications and to the satisfaction of the City Engineer of the City of Scotts Valley it is now appropriate for the City to formally accept the project as complete and direct staff to issue a Notice of Completion for said work.

FISCAL IMPACT

No impact for issuing Notice of Completion.

STAFF RECOMMENDATION

Accept the Shugart Park Pathway and Footbridges Project as complete and direct staff to issue a Notice of Completion to the contractor, Monterey Peninsula Engineering, and other appropriate parties.



CITY OF SCOTTS VALLEY

PUBLIC WORKS DEPARTMENT

701 Lundy Lane • Scotts Valley • California • 95066
Phone (831) 438-5854 • Facsimile (831) 438-9748 • www.scottsvalley.org

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the contract heretofore awarded by the City Council of the City of Scotts Valley, California, to Monterey Peninsula Engineering Contractors & Engineers, 192 Healy Avenue, Marina, California 93933, contractor license no. 972425, the company performing the following work:

SHUGART PARK PATHWAY & FOOTBRIDGES PROJECT

(Constructing improvements on Shugart Park, located between Glenwood Drive and Siltanen Park, including, but not limited to, clearing and grubbing, earthwork, minor concrete, structural concrete, pre-fabricated bridges, stone veneer, fencing, erosion control and revegetation, signage, striping, pavement marking and other appurtenant improvements.)

That said work completed by said company according to plans and specifications and to the satisfaction of the City Engineer of the City of Scotts Valley and that said work was accepted by the City Council of the City of Scotts Valley at a regular meeting thereof held on April 15, 2015.

I certify (or declare) under penalty of perjury that the forgoing is true and correct.

Date of Notice:

Scott Hamby
Public Works Director

tm

**City of Scotts Valley
City Council
INTEROFFICE MEMORANDUM**

DATE: April 15, 2015

TO: Honorable Mayor and City Council

FROM: Michelle Fodge, Senior Planner

SUBJECT: CONSIDERATION OF ADOPTION OF THE AFFORDABLE HOUSING AGREEMENT WITH SIRI DEVELOPMENT FOR "THE MANOR", AN 8-LOT RESIDENTIAL PLANNED DEVELOPMENT SUBDIVISION WITH 1 LOW-INCOME UNIT AT 10 SIRI LANE / APN 022-081-68.

SUMMARY OF ISSUE

In June 2009, the City Council approved an 8-unit residential subdivision in the high-density zone located off Civic Center Drive, subject to conditions. Before City Council approval, the City Council Affordable Housing Subcommittee met with the developer to discuss the City's affordable housing requirements of 1.2 units (15% of 8 units).

Project Condition #6 requires the developer to enter into an affordable housing agreement with the City and provide one (1) low-income unit (80% of median income for Santa Cruz County) and pay 0.2 unit of in-lieu fees. Affordable housing agreements are legally-binding deed-restricted documents that specify all the restrictions and obligations to the City and run with the land for a 45-year period. Agreements are transferred from the developer/property owner to property owner each time the unit is sold.

FISCAL IMPACT

The developer has paid the required in-lieu fees of \$23,263.32, which may fund affordable housing programs.

STAFF RECOMMENDATION

The developer has agreed to the attached agreement, and staff recommends approval.

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NOTE: RESTRICTED OPTION & (RE)SALES PRICE

Recording Requested By:

City of Scotts Valley

When Recorded Return To:

City of Scotts Valley

Attention: City Manager

One Civic Center Drive

Scotts Valley, CA 95066

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

**COVENANTS, RESTRICTIONS
AND OPTION TO PURCHASE**

Owner: SIRI Development, LLC

Residence: 10 Siri Lane, Scotts Valley, CA 95066

Units: One (1) Low-Income (80% of Area Median)

These Covenants, Restrictions and Option to Purchase ("Covenants") are entered into as of this 15th day of April, 2015, by and between the City of Scotts Valley, a public body corporate and politic (the "City") and SIRI Development, LLC, (the "Owner").

RECITALS

A. The City desires to stimulate the development of new "for sale" residences for low and moderate income households.

B. The Project will consist of one (1) single-family residential unit to be sold to Eligible Persons or Households with an income not exceeding eighty percent (80%) of the Area Median Income for Santa Cruz County (Low Income) as defined in Section 1 hereafter. The unit will contain three (3) bedrooms.

C. The Project will be financed by Siri Development, LLC.

D. The City wishes to establish resale controls to provide for the continued availability of the residences to low and moderate income households.

E. The purpose of this Agreement is to place resale controls on the residence, provide eligibility requirements for subsequent purchasers, and reserve to the City an option to purchase the Residence.

NOW, THEREFORE, in consideration of the benefits received by the Owner and the City, they agree, as follows:

1. DEFINITIONS

The following terms are specially defined for these Covenants and their definitions can be found in the sections indicated below:

- A. **"City"** - The City of the City of Scotts Valley.
- B. **"Covenants"** - The Covenants, Restrictions and Option to Purchase provisions set out in this document.
- C. **"Eligible Person or Household"** - A low income person or household making a gross income (as calculated in accordance with 25 California Code of Regulations ["CCR"] section 6914) no greater than eighty percent (80%), of the Average Median Income for Santa Cruz County (as established in 25 CCR §6932).
- D. **"Fair Market Value"** - See Section 8.
- E. **"Household Income"**- includes, but is not limited to, all income from wages, tips, self-employment, child support, social security, disability payments, worker's compensation, retirement benefits, AFDC, veterans benefits, rental property, stock dividends, income from bank accounts, alimony, financial aid, military pay and all other sources. Income from assets shall be calculated using the greater of: 1) actual income as verified through third-party verification sources: or 2) imputed income from assets using the following formula:

$$(\text{Total assets} - \text{Verified cash requirement from borrower necessary to close}) \text{ multiplied by } (\text{current passbook savings rate})$$

The current passbook savings rate to be used is that published periodically by the Department of Housing and Urban Development, or the average derived by using rates quoted by three local financial institutions as chosen by the purchaser. Income from all household members shall be included. For the purpose of determining income eligibility, all income sources shall be verified through third-party verifications.
- F. **"Low Income"**- A gross annual income that does not exceed 80% of area median income in accordance with 25 California Code of Regulations ["CCR"] Section 6932.
- G. **"Maximum Allowable Sales Price"**- the maximum price for which the affordable residence may be sold after the initial sale by the developer.

- H. **"Median Income"** - A gross annual income that does not exceed 100% of area median income in accordance with 25 California Code of Regulations ["CCR"] Section 6932.
- I. **"Option"** - See section 7.
- J. **"Option Sales Price"** - See section 8.
- K. **"Owner"** - See introductory sentence of the Covenants on page 1.
- L. **"Preference Criteria"** means the criteria to be met by Households in the rank order listed and defined as follows:
1. Live and work in Scotts Valley- A household which includes at least one adult whose primary work location is in the city limits of the City of Scotts Valley and they have been working in Scotts Valley for a minimum of six (6) months, and the household has resided in the City of Scotts Valley for a minimum of six (6) months prior to the date of application to purchase the unit.
 2. Live in Scotts Valley- A household which has resided in the city limits of the City of Scotts Valley for a minimum of six (6) months prior to the date of application to purchase the unit.
 3. Work in Scotts Valley- A household which includes at least one (1) adult who has worked in the city limits of the City of Scotts Valley for a minimum of one (1) year prior to the application to purchase the unit and at least one (1) adult shall be working in Scotts Valley at the time of occupancy of the unit.
 4. Live and work in Santa Cruz County: A household which contains at least one (1) adult who works within the County of Santa Cruz and the household has resided in the County of Santa Cruz for a minimum of one (1) year prior to the date of application to purchase the unit.
 5. Live in Santa Cruz County: A household which has resided in the County of Santa Cruz for a minimum of six (6) months prior to the date of application to purchase the unit.
 6. Work in Santa Cruz County: A household which includes at least one (1) adult has worked in the County of Santa Cruz for a minimum of one (1) year prior to the date of application to rent the unit and at least one (1) adult shall be working in the county of Santa Cruz at the time of occupancy of the unit;
 7. All Others: a household which does not meet any of the above listed Preference Criteria.

- N. **"Residence"** - See section 2.
- O. **"Salable Condition"** - See section 8B.
- P. **"Term of Restrictions"** - See section 11.
- Q. **"Transfer"** - See section 5.

2. DESCRIPTION OF PROPERTY

These Covenants concern the property and improvements located in the City of Scotts Valley, County of Santa Cruz, State of California, as more fully described in Attachment "A" attached hereto and incorporated herein ("Residence"). Such residence includes a total of one (1) Low Income affordable housing unit.

3. OWNER CERTIFICATIONS

The Owner certifies that (a) the financial and other information previously provided by Owner to qualify to purchase the Residence is true and correct as of the date of execution of the Covenants first written above, (b) the Owner is a first time home-buyer and (c) the Owner shall occupy the Residence as the Owner's principal place of residence. The Owner shall be considered to be occupying the Residence if the Owner is living in the unit for at least ten (10) months out of each calendar year. The City, in its sole discretion, may grant in writing a temporary waiver of this occupancy requirement for good cause. The City, in its sole discretion, may grant in writing a temporary waiver of this occupancy requirement for good cause. City may, from time to time, request verification of occupancy by Owner to ensure compliance with this Agreement.

The City or its designee may assess a fee for services for conducting income eligibility determinations for potential purchasers. Such a fee will be established from time to time as necessary by the City or its designee. The payment of the fee shall be the responsibility of the Owner making the sale.

4. TEMPORARY RENTAL OF RESIDENCE

The Owner shall not rent the Residence for more than two (2) months without the prior written consent of the City during any twelve (12) month period and shall not rent the Residence without providing the City with a copy of any agreement related thereto. Written consent of City for the rental of a unit may be subject to terms and conditions to ensure that the unit is occupied by an Eligible Person or Household which meets the highest Preference Criteria feasible. The rental of the unit shall be subject to the standard income verification procedures of City and fees for such certification shall be paid by Owner. Any rental of the Residence in violation of these Covenants is prohibited. City reserves the right to validate the provisions of any rental agreement from time to time as may be necessary.

5. **SALE RESTRICTIONS**

Any transfer of the Residence shall be subject to the provisions of these Covenants. "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a rental or leasehold interest of more than two (2) months in any twelve (12) month period without the City's prior written consent pursuant to Section 4 above, or an interest evidenced by a land contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of these Covenants is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, surviving joint tenant, or a spouse as part of the dissolution proceeding, or in connection with marriage shall not be considered a transfer for the purposes of these Covenants; provided, however, the provisions of these Covenants shall remain in effect and shall apply to any subsequent Transfer.

6. **NOTICE OF INTENDED TRANSFER**

In the event the Owner intends to Transfer or vacate the Residence, the Owner shall promptly notify the City in writing by delivering a "Notice of Intent to Transfer" in the form attached hereto as Attachment "B", Form 1.

In the event the City determines to purchase the Residence, the provisions of Section 7 shall apply.

In the event the City refuses to exercise its option to purchase the Residence and Owner is therefore required to locate an Eligible Person or Household (the "Proposed Transferee"), the Owner shall have sixty (60) days from the date the City receives the Notice of Intent to Transfer within which to qualify the purchaser and conclude the Transfer. The following process shall be followed:

- A. **Notice to City:** Owner shall send to the City (or its successor) at One Civic Center Drive, Scotts Valley, CA 95066 the form attached hereto as Attachment B, Form 2, fully completed and executed by Owner and the Proposed Transferee (the "Approval Request").
- B. **Qualification of Proposed Transferee:** The Proposed Transferee shall provide the City with sufficient information in the form required by the City for the City to determine if the Proposed Transferee meets the following requirements:
 - 1. The Proposed Transferee shall certify its intent to occupy the Residence as the Proposed Transferee's principal residence.
 - 2. The Proposed Transferee shall be an Eligible Person or Household in the same Low-Income income bracket as the Owner.

- C. **Qualification of Transaction:** For the Transfer to qualify as an approved Transfer, the transaction shall meet the requirements of the Option Sales Price (see §8).
- D. **Certificates from Parties:** The Owner and Proposed Transferee each shall certify in writing, in a form acceptable to the City, that the Transfer shall be closed in accordance with, and only with, the terms of the sales contract and other documents submitted to and approved by the City and that all consideration delivered by the Proposed Transferee to Owner has been fully disclosed to the City. The written certificate shall also include a provision that in the event a Transfer is made in violation of the terms of the Covenants or false or misleading statements are made in any documents or certificate submitted to the City for its approval of the Transfer, the City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void notwithstanding the fact that the Transfer may have closed and become final. In any such event, any costs, liabilities or obligations incurred by the Owner/seller and his/her transferee for the return of any monies paid or received in violation of the Covenants or for any costs and legal expenses, shall be borne by the Owner/seller and/or his/her transferee and the Owner/Seller shall hold the City and its designees harmless and reimburse their expenses, legal fees and costs for any action they take in enforcing the terms of the Covenants.
- E. **Assumption Agreement:** The Proposed Transferee shall execute a recordable assumption agreement in the form attached hereto as Attachment B, Form 3 (the "Assumption Agreement"). The recordation of the Assumption Agreement shall be a condition of the City's approval of the proposed Transfer; provided the Covenants shall be binding on the Residence throughout the Term of Restrictions even if no Assumption Agreement is executed or recorded.
- F. **Written Consent of City Required Before Transfer:** The Residence, and any interest therein, shall not be Transferred except with the express written consent of the City, which consent shall be given only if the Transfer is consistent with the City's goal of creating, preserving, maintaining and protecting housing in Scotts Valley for Eligible Person and Households and shall be in accordance with the provisions of this section 6.
- G. **Delivery of Documents:** Upon the close of the proposed Transfer, the Owner and Proposed Transferee shall provide the City with a certified copy of the recorded Assumption Agreement, a copy of the final sales contract, settlement statement, escrow instructions, and any other document which the City may request.

- H. **Assistance by City:** The City shall be available, at the Owner's request, to assist the Owner during the process outlined in sections 6(a)-(g) above. Specifically and without limitation, the City shall assist the Owner in identifying a Proposed Transferee, determining whether the Proposed Transferee is an Eligible Person or Household and in calculating the Option Sales Price for the Proposed Transferee. The City shall have the right to designate a third party to provide such assistance to the Owner. If such a third party is designated by the City, that third party shall have the right to charge a reasonable fee for the assistance provided to the Owner, which shall be payable by Owner.

All deeds made relative to any Residence shall contain or be subject to substantially the following non-discrimination and non-segregation clause:

Deeds. In Deeds: "The Grantee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee/Lessee or any person claiming under or through Grant/Lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

The failure of any deed to contain this provision shall not affect the validity of the deed or lease.

7. CITY PURCHASE OPTION

The Owner agrees that the City shall have the right of first refusal to purchase the Residence for an amount equal to the lesser of the Fair Market Value of the Residence or the Option Sales Price as calculated in the manner set forth in Section 8 ("Option"). If the City decides to exercise its Option to purchase the Residence, it shall within thirty (30) days after receipt of the notice specified in Section 6 above, notify the Owner in accordance with Section 16 of these Covenants that it chooses to exercise the Option. If the City exercises the Option to purchase, it shall purchase the Residence within ninety (90) days after the date it receives the notice of intended transfer specified in Section 6 above for an amount equal to the Fair Market Value or the Option Sales Price calculated on the manner set forth in Section 8, whichever is lower. The City may, instead of purchasing the Residence itself, assign its right to purchase the Residence to a person who meets criteria established by the City, or to another governmental City or nonprofit organization which is devoted to developing or operating housing for low and moderate income persons. In the event this City does not exercise its option to purchase pursuant to this section, the Owner may sell the Residence to a purchaser of the Owner's choosing at a price no less than the Option Sales Price calculated in the

manner set forth in Section 8. Any such sale shall be subject to these Covenants and conditioned upon the purchaser executing an agreement to assume the obligations and duties under these Covenants and approval by the City.

OWNER UNDERSTANDS THAT THE DETERMINATION OF THE SALES PRICE PURSUANT TO SECTION 8 OR SECTION 9, AS THE CASE MAY BE, CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER OR PROPORTION AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THE COVENANTS. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE, THE PRIMARY OBJECTIVE OF THE CITY AND THE COVENANTS IS TO PROVIDE HOUSING TO ELIGIBLE PERSON OR HOUSEHOLDS AT AFFORDABLE HOUSING COST. THE SALES PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES WHICH HAVE NO RESTRICTION.

[Initialed by Owner(s)]

8. DETERMINATION OF OPTION SALES PRICE

The maximum sales price (the "Option Sales Price") that the Owner shall receive for Transfer of the Residence shall be the Increased Base Price, as adjusted by Section 8B.

- A. **Initial Base Price Calculation:** The Initial Base Price of the Residence shall be calculated as in the example provided below. The final calculation shall be based actual interest rates, income limits, etc. in effect at the time the units are sold.

Example:

1.	Determine number of bedrooms	3
2.	Add one (1) to the number of bedrooms to get the appropriate household size.	4
3.	Determine appropriate income limit for the calculation (<i>80% of median income for low income unit</i>)	\$87,000.00
4.	Determine the income limit for the household size established in Line 2.	\$69,600.00
5.	Divide line 4 by 12 to determine the gross monthly income limit.	\$5,800.00

6.	Multiply Line 5 by .3 to determine the maximum monthly housing allowance (<i>assumes that the purchaser will pay a total of 30% of their monthly gross income for housing costs</i>).	\$1,740.00
7.	Multiply Line 6 by .8 to determine the monthly housing allowance for principal and interest (<i>the other 20% is assumed to cover the costs of homeowners insurance, private mortgage insurance and property taxes</i>).	\$1,392.00
8.	Multiply projected homeowners association dues by .7 (30% of homeowners association dues are assumed to pay for common area costs, such as club-house or swimming pool maintenance. 70% of the dues are included in the monthly housing allowance).	\$ 200 x .7 = \$140
9.	Subtract Line 8 from Line 7	\$ 1,252.00
10.	Annual interest rate (30-year fixed rate to be established by averaging the rates quoted by three (3) local financial institutions as chosen by the Seller).	4.06%
11.	Principal amount of fully amortized fixed-rate thirty (30) year loan with the interest rate indicated in Line 10 and the monthly payments indicated in Line 9.	\$279,489.75
12.	Divide Line 11 by .9 to determine the Initial Base Price (<i>assumes a 10% down payment</i>).	\$310,544.17

- B. **Maximum Allowable Sales Price:** The maximum sales price that the Owner shall receive for Transfer of the Residence shall be the current base price as determined in Section 8A. above, or the most recent sales price plus closing costs incurred by the current owner.
- C. **Adjusted Increased Base Price:** The Increased Base Price shall also be increased by the value of any substantial structural or permanent fixed improvements which cannot be removed without substantial damage to the Residence or substantial or total loss of value of said improvements. No such adjustment shall be made except for improvements: (i) made or installed by or under the direction of the Owner; (ii) approved in advance by the City or its designee in writing; and (iii) whose initial costs were Two Thousand Dollars (\$2,000) or more. The value of such improvements by which the Option Sales Price shall be adjusted and shall be the appraised market value of the improvements when considered as additions or fixtures to the Residence (i.e., the amount by which said improvements enhance the market value of the Residence at the time of sale), which means that the adjustment to the Increased Base Price for such improvements shall be limited to an increase in value, not the cost of the

improvements to the Residence. The Increased Base Price shall be decreased by an amount necessary to repair any damages and to put the Residence into a "salable condition." Items necessary to put a Residence into salable condition shall be determined by the City, and may include cleaning, painting and making needed structural, mechanical, electrical, plumbing and fixed appliance repairs and other deferred maintenance repairs.

9. FAIR MARKET VALUE

If it is necessary to determine the Fair Market Value of the Residence or improvements to the Residence, it shall be determined by an appraisal prepared by an independent residential appraiser selected by the Owner from a list of appraisers provided by the City. Each appraiser on the City's list shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and placed on their list of approved single-family residential housing appraisers. If possible, the appraisal shall be based upon the sales prices of comparable properties sold in the market area during the preceding three-month period. The cost of the appraisal shall be shared equally by the City and the Owner. In the event that the Owner has made capital improvements to the Residence which have improved the value of the Residence or if damage or deferred maintenance has occurred while the Owner owned the Residence which has decreased the value of the Residence, the appraisal shall specifically ascribe a value to these adjustment factors and state what the Fair Market Value of the Residence would be without such adjustments. Nothing in this section shall preclude the Owner and the City from establishing the Fair Market Value of the Residence or improvements to the Residence by mutual agreement in lieu of an appraisal pursuant to this section.

10. DEFAULTS AND REMEDIES

Upon a violation of any of the provisions of these Covenants or of any provision of a document related to the purchase of the Residence by the Owner or the discovery of any misrepresentation by the Owner in connection with the purchase of the Residence, the City may give written notice to the Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of the City within a reasonable period of time, not longer than thirty (30) days after the date the notice is delivered, or within such further time as the City determines is necessary to correct the violation, the City may declare a default under these Covenants.

Upon the declaration of a default, the City may apply to a court of competent jurisdiction for specific performance of these Covenants, for an injunction prohibiting a proposed Transfer in violation of these Covenants, for a declaration that a Transfer in violation of these Covenants is void, or for any other such relief at law or in equity as may be appropriate.

11. TERM BINDING ON SUCCESSOR AND ASSIGNS

These Covenants shall bind, and the benefit shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors, until the earlier of (a) forty-five (45) years after execution of these Covenants ("Term of Restrictions"), or (b) the date the Contribution is paid to the Owner by the City. Upon sale/transfer of the initial dwelling unit which is covered by affordability covenant the developer will transfer its full responsibility of the affordable housing obligation to the new property owner. Upon each new approved Transferee (owner of the obligated affordable housing unit) shall become the new ownership of the affordability covenant for the term of the covenant from the original date of covenant recordation and obligation.

12. SUPERIORITY OF AGREEMENT

The Owner covenants that he or she has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions of these Covenants hereof, and that, in any event, these Covenants are controlling as to the rights and obligations between and among the Owner, the City and their respective successors.

13. RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUSTS

Notwithstanding any other provision hereof, the provisions of these Covenants shall be subordinate to the lien of the First Deed of Trust and shall not impair their rights or such lenders' assignees or successors in interest, to exercise their remedies in the event of default under their deed of trust by Borrower. Such remedies under the first deed of trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, these Covenants shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such deed of trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure, these Covenants shall automatically terminate upon such acquisition of title, only after (a) the City has been given written notice of default under such Deed of Trust; and (b) the City shall not have cured or commenced to cure the default within such sixty (60) day period and given its firm commitment to complete the cure in form and substance acceptable to Coast Commercial Bank, as applicable.

14. MAINTENANCE OF INSURANCE

Owner shall maintain at all time during the Term of Restrictions a policy of home owners insurance with a responsible insurance carrier insuring fire and extended coverage protecting the Residence for an amount of no less than the replacement value of the improvements constructed on the property and naming the City as an additional insured. Owner shall provide the City with proof of insurance.

15. RESTRICTIONS ON CONDEMNATION, INSURANCE AND FORECLOSURE PROCEEDS

In the event (i) of a judicial foreclosure, a trustee's deed upon a nonjudicial foreclosure, a deed in lieu of foreclosure or any other involuntary Transfer to the holder of a secured interest in the Residence, (collectively, "Foreclosure"), (ii) the Residence is destroyed and insurance proceeds are to be distributed to Owner instead of being used to rebuild the Residence, or (iii) of a condemnation or Transfer in lieu of condemnation, if the proceeds thereof are to be distributed to the Owner, to the extent that the proceeds of any event described above exceed the proceeds that otherwise would be payable to Owner in the event the City exercised the City Purchase Option to acquire the Residence on the date of the relevant event pursuant to the provisions of section 8 above, ("Excess Proceeds"), all Excess Proceeds shall be paid to the City when available to Owner to place in the City's low/moderate housing fund.

16. INVALID PROVISIONS

If any one or more the provisions contained in these Covenants shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in these Covenants, and these Covenants shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. CONTROLLING LAW

The terms of these Covenants shall be interpreted under the laws of the State of California.

18. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To the Owner: Siri Development, LLC
 Attn: Samir Sharma
 5730 Uplander Way
 Culver City, CA 90230

To the City: City of Scotts Valley
 One Civic Center Drive
 Scotts Valley, California 95066
 Attn: City Manager

The parties may subsequently change addresses by providing written notice of the change in address to the other party in accordance with this Section 16.

19. INTERPRETATION OF AGREEMENT

The terms of these Covenants shall be interpreted so as to avoid speculation on the Residence and to insure to the extent possible that its sales price and mortgage payment remain affordable to low and moderate income persons and households.

20. COVENANTS RUN WITH THE LAND

Owner hereby declares its express intent that the Covenants shall be deemed covenants running with the land and shall pass to and be binding upon all parties having any interest in the Residence throughout the Term of Restrictions. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Residence or any interest therein, as the case may be (a "Contract") shall conclusively be held to have been executed, delivered and accepted subject to the Covenants regardless of whether the other party or parties to such Contract have actual knowledge of the Covenants.

The Owner and the City hereby declare their understanding and intent that (i) the Covenants shall be construed as covenants running with the land pursuant to California Civil Code section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in the Covenants touch and concern the Residence in that the Owner's legal interest in the Residence and all improvements thereon may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in the Covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Residence by Eligible Person or Households of very low, low and moderate income, the intended beneficiaries of the Covenants.

All covenants and restrictions contained herein, without regard to technical classification or designation, shall be binding upon Owner for the benefit of the City and the Covenants shall run in favor of such parties for the entire Term of Restrictions during which the Covenants shall be in force and effect, without regard to whether the City is an owner of the land or interest therein to which the Covenants relate.

21. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

22. ATTACHMENTS

Any attachments referred to in these Covenants are incorporated in these Covenants by such reference.

IN WITNESS WHEREOF, the parties have executed these Covenants on or as of the date first written above.

CITY:
CITY OF SCOTTS VALLEY

OWNER:
SIRI DEVELOPMENT, LLC

Dene Bustichi, Mayor

By:

[NOTE: Signatures must be notarized.]

ATTACHMENT "A"
LEGAL DESCRIPTION

ATTACHMENT "B"
FORM 1

NOTICE OF INTENT TO TRANSFER

From: _____
("Owner")

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

Re: _____
(street address)
Scotts Valley, California
(the "Residence")

Owner desires to Transfer¹ the Residence.

Owner desires to [check one]:

_____ attempt to locate an Eligible Person or Household to purchase the Residence at Affordable Housing Cost; or

_____ permit the City to exercise the City's option to purchase the Residence (the City is not required to exercise its option).

If the Owner wants to find the Eligible Person or Household, the Owner has ____ days to find the Eligible Person or Household and notify the City in writing (see Approval Request).

If the City has a program to help locate an Eligible Person or Household, does the Owner want the City to help look for an Eligible Person or Household to buy the Residence? ____ Yes ____ No

Signature of Owner

Name [Print or Type]

()
Day time phone number of Owner

Date: _____

Signature of Owner

Name [Print or Type]

()
Day time phone number of Owner

Date: _____

Consent of City to Transfer:

Signed by: _____
City Manager of City

(Print Name)

Date: _____

¹ All capitalized terms shall have the meaning as defined in the Covenants, Restrictions and Option to Purchase for Very Low, Low and Moderate Income Persons or Families.

ATTACHMENT "B"
FORM 2

APPROVAL REQUEST

_____, 20__

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

Re: Request for Approval of Proposed Transferee

To Whom It May Concern:

The undersigned is the owner of real property in Scotts Valley, located at _____ the "Residence").

The Owner now desires to transfer the Residence and by this letter is requesting the City to approve the proposed transferee.

1. Name: _____

Current Address: _____

Telephone No. (____) _____

2. The terms of the proposed transfer are:

(a) Sales price of \$ _____. This sales price is based upon the lesser of [check one]:

___ (i) Fair market value; or

___ (ii) The Option Sales Price.

The price of any personal property being sold by the owner to the proposed transferee is: \$ _____ (if none, so state);

(b) The price of \$ _____ to be paid by the proposed transferee for any services of Owner (if none, so state);

(c) All other amounts of money or other consideration, if any, concerning the Residence or any other matter to be paid by the proposed transferee to the Owner: \$ _____ (if none, so state);

- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

OWNER:

Signature _____
Name: _____
[print or type]
Telephone: () _____
Date: _____

PROPOSED TRANSFEREE:

Signature _____
Name: _____
[print or type]
Telephone: (____) _____
Date: _____

NOTE: RESTRICTED OPTION & (RE)SALE PRICE

Recording Requested By:

City of Scotts Valley

When Recorded Return To:

City of Scotts Valley

One Civic Center Drive

Scotts Valley, CA 95066

Attention: City Manager

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

ATTACHMENT "B"
FORM 3

ASSUMPTION AGREEMENT

This Assumption Agreement is entered into by:

The City of Scotts Valley (the "City")

_____ ("Selling Owners")

_____ ("Buying Owners")

Date of Agreement: _____

FACTS

- A. Selling Owners are all of the owners of property commonly known as 10 Siri Lane, Scotts Valley, California (the "Residence").
- B. The Residence is subject to 45-year restriction entitled "Covenants, Restrictions and Option to Purchase" executed on __, 2015, and recorded in Book No. __, Page __ in the official records of the County of Santa Cruz, State of California, which restricts the purchase price that can be charged for the Residence and the persons to whom the Residence can be sold (the "Covenants"). The Covenants also give the City an option to purchase the Residence.

- C. Buying Owners desire to purchase the Residence. Buying Owners understand that the Covenants will limit the purchase price they can receive when they sell the Residence and will limit the people to whom they can sell the Residence. Buying Owners understand that the City has an option to purchase the Residence for a price that is less than the fair market value of the Residence, if there were no Covenants.
- D. Buying Owners are able to purchase the Residence because the purchase price of the Residence is less than other similar property without the Covenants. For this reason, Buying Owners desire to purchase the Residence.
- E. In order to purchase the Residence, Buying Owners must assume all obligations of Owner pursuant to the Covenants and must agree to be bound by all the provisions in the Covenants.

NOW, THEREFORE, Buying Owners agree as follows:

1. **Acknowledgment of Limitation on Future Sales Price.**

BUYING OWNERS UNDERSTAND THAT WHEN BUYING OWNERS DESIRE TO SELL OR TRANSFER THE RESIDENCE THAT THE SALES PRICE CAN BE DETERMINED ONLY AT THE TIME OF THE PROPOSED TRANSFER TAKING INTO CONSIDERATION FACTS THAT CANNOT BE PREDICTED ACCURATELY AND THAT THE SALES PRICE MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR RESIDENCE THAT IS NOT ENCUMBERED WITH THE RESTRICTION. BUYING OWNERS ALSO ACKNOWLEDGE THAT AT ALL TIMES IN SETTING THE SALE PRICE, THE PRIMARY OBJECTIVE OF THE City AND THE RESTRICTION IS TO PROVIDE HOUSING TO ELIGIBLE PERSON OR HOUSEHOLDS AT AFFORDABLE HOUSING COST. THE SALES PRICE, WHEN BUYING OWNERS DECIDE TO SELL THE RESIDENCE, ALMOST CERTAINLY WILL BE LESS THAN OTHER SIMILAR PROPERTIES WHICH HAVE NO RESTRICTION.

(Initialed by Buying Owners)

2. **Understanding the Covenants.**

Buying Owners represent that they have read the Covenants and fully understand the Covenants.

3. **Owner Occupancy.**

Buying Owners agree that they will occupy the Residence as their primary residence and that they will comply with all provisions of the Covenants relating to occupancy of the Residence.

4. **Assumption of Obligation Under the Covenants.**

As a material consideration to the City in approving Buying Owners, Buying Owners hereby assume all obligations of Owner, as they relate to the Residence, under the Covenants. Buying Owners agree to be bound by all duties and obligations of the Owner in the Covenants and agree to comply with all provisions thereof for the term of the Covenants. Buying Owners agree, as set forth above, in order to take advantage of the purchase price for which the Residence is offered.

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement to be effective on the date of recordation of a deed conveying the Residence to Buying Owners.

BUYING OWNER(S):

Date: _____
Signature _____

Name: _____
[Print or Type]

Date: _____
Signature _____

Name: _____
[Print or Type]

(Signatures must be notarized)

Based upon information provided by Selling Owners and Buying Owners and on Buying Owner's execution hereof, the City of Scotts Valley hereby approves Buying Owners to purchase property.

Date: _____ CITY OF SCOTTS VALLEY

By: _____

Name: _____

Title: _____

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: April 15, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **Approval of Right of Entry Agreement with the Scotts Valley Water District**

SUMMARY OF ISSUE

After the City purchased the property where the Scotts Valley Library is now located, the City worked with the Water District to have recharge monitoring equipment installed in the recharge area to the left of the entryway into the parking lot to measure and record water recharge volumes. The equipment consists of one battery powered level indicating transducer approximately six inches long and 10 feet of communication cable. They are located in the east side maintenance manhole. Periodically the transducer is plugged into a computer to download information.

The Scotts Valley Water District needs access to the recharge facility for inspecting, maintaining, and downloading data from the monitoring equipment. To allow for this access, the attached Right of Entry Agreement was prepared. Both the City Attorney and the Water District Counsel have approved the form of the agreement. The Library Director was provided a copy of the agreement, and she has no issues with the agreement.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

That Council approve the attached Right of Entry Agreement with the Scotts Valley Water District and authorize the City Manager to execute the agreement.

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RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made on this ____ day of _____, 2015 by and between the CITY OF SCOTTS VALLEY ("Licensor"), and the SCOTTS VALLEY WATER DISTRICT ("Licensee").

RECITALS

A. The Licensor is the owner of that certain real property located in the City of Scotts Valley, County of Santa Cruz, State of California, more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("Property").

B. The Licensee desires to obtain permission to enter onto a portion of the Property as depicted on Exhibit B for the purposes described in Exhibit C.

C. The Licensor is willing to grant a license to the Licensee to enter onto a portion of the Property depicted on Exhibit B for the purposes described in Exhibit C.

NOW, THEREFORE, the Licensor and the Licensee do hereby agree as follows:

AGREEMENT

1. **Right of Entry.** The Licensor hereby grants to the Licensee and its agents, employees and contractors a license to enter onto a portion of the Property depicted on Exhibit B for the purposes described in Exhibit C, and for no other purpose.
2. **Term.** The term of the Right of Entry shall commence upon execution of this Agreement and may be terminated by the City or the Licensee upon 30 days prior written notice to the other party
3. **Restoration of Property.** The Licensee or its contractors shall repair, replace and restore any damage to the Property or any improvements located thereon caused by the Licensee.
4. **Miscellaneous Provisions.**
 - A. The Licensee shall not permit to be placed against the Property, or any part thereof, any liens with regard to Licensee's actions upon the Property. The Licensee agrees to hold the Licensor harmless for any loss or expense, including reasonable attorney's fees and costs, arising from any such liens which might be filed against the Property.
 - B. The Licensee hereby agrees to indemnify, defend and hold harmless the Licensor and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which are caused by the Licensee's activities pursuant to this Agreement or arising out of or in connection with such activities, where such activities or performance thereof is by the Licensee or anyone directly or indirectly employed or under contract with the

Licensee, and whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. The Licensee and its contractors working on the Property shall maintain general liability insurance with limits of at least \$1,000,000. Said insurance shall name the Licensor as an additional insured.

- C. The Licensor and its representatives may enter and inspect the Property or any portion thereof at any time to verify the Licensee's compliance with the terms and conditions of this Agreement.
- D. The terms of this Agreement shall bind and inure to the benefit of the Licensor and the Licensee and each and all of their respective successors, assigns, and grantees.
- E. This instrument, its validity, construction and all rights hereunder, shall be governed by the laws of the State of California.
- F. The failure of either party to enforce any covenants herein for its benefit shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other covenant.
- G. Invalidation of any of the terms, covenants or conditions or other provisions herein contained by judgment or court order shall in not way effect any of the other terms, covenants or conditions or provisions hereof; the same shall remain in full force and effect.
- H. Whenever this Agreement creates or imposes an obligation, the obligated party shall be responsible for the timely and proper performance of the obligation, notwithstanding any delegation of such responsibility by lease, contract or otherwise, to another party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above. This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. A signature reproduced electronically, by facsimile or .pdf shall be treated as an original signature.

LICENSEE

By: _____

Piret Harmon, General Manager
Scotts Valley Water District
2 Civic Center Drive
Scotts Valley, CA 95066

APPROVED AS TO FORM:

By: _____
Robert E. Bosso, District Counsel

LICENSOR

By: _____

Steve Ando, City Manager
City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

APPROVED AS TO FORM:

By: _____
Kirsten M. Powell, City Attorney

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Scotts Valley Branch Library, 251 Kings Village Road, Scotts Valley, CA 95066

Groundwater recharge facility, constructed in 2010, is located in the south end of the Scotts Valley Branch Library parking lot. The recharge facility is owned and maintained by the City of Scotts Valley Public Works Department.

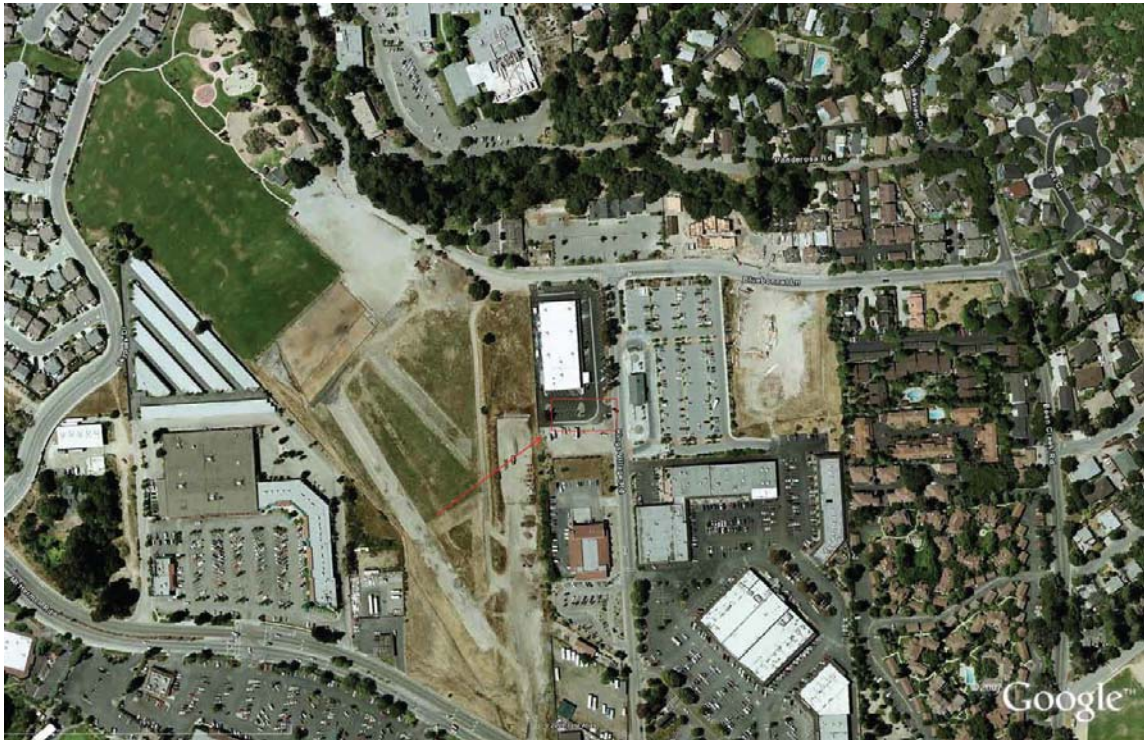


EXHIBIT B DESCRIPTION OF SPECIFIC LICENSE AREA

See attached diagram of license area. The license includes the reasonable right of ingress and egress to the specific license area.

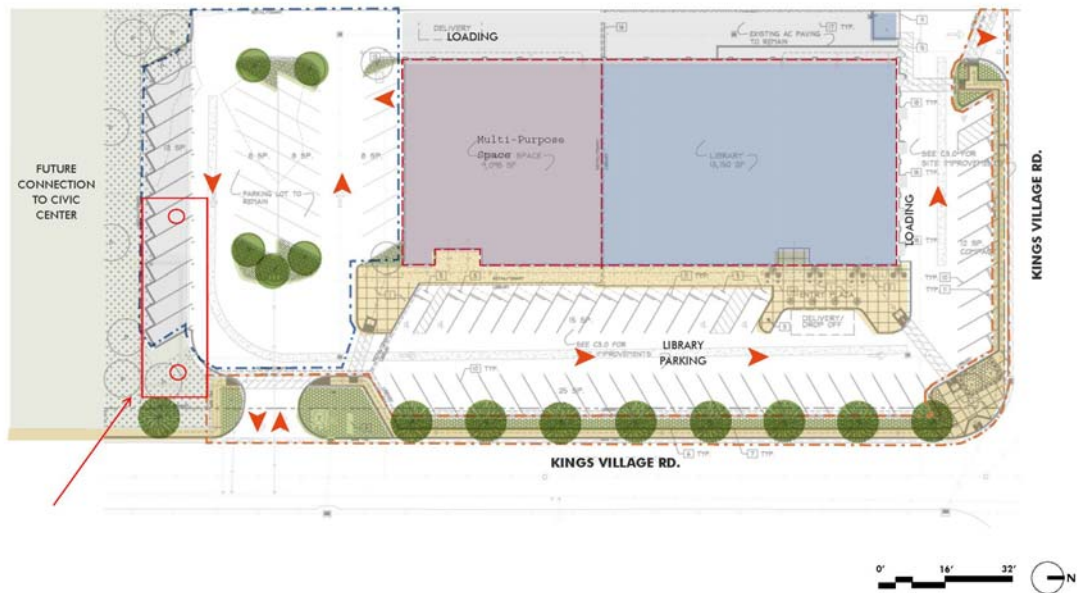


EXHIBIT C
DESCRIPTION OF LICENSEE'S ACTIVITIES

The Licensee (Scotts Valley Water District) needs access to the recharge facility for inspecting, maintaining, and downloading data from the monitoring equipment. Additionally, District staff will monitor the performance and condition of the recharge facility and will report any structural or operational problems to the Scotts Valley Public Works Department manager.

The Licensee has monitoring equipment installed in the recharge facility to measure and record water recharge volumes. The monitoring equipment consists of one battery powered level indicating transducer and 10' of communication cable. The equipment is installed and accessed through the east side maintenance manhole.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: April 15, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: Approval of Administrative Procedure 47 – Paid Sick Time for Temporary, Part-time Employees

SUMMARY OF ISSUE

The Governor signed AB 1522 into law on September 10, 2014. Known as the Healthy Workplaces/Healthy Families Act of 2014, it provided paid sick time for temporary, part-time employees effective July 1, 2015. Although some aspects of the law were specific, other parts gave discretion to the employer. The attached Administrative Procedure 47 details how the City of Scotts Valley would administer this new law. The procedure provides the following:

- Applies to temporary, part-time employees working 30 days in one year.
- Sick time accrues at 1 hour per 30 hours worked.
- Cannot use accrued paid sick time until 90th day of employment.
- Unused hours shall carryover to following year, but only 24 hours can be used within a one year period.
- If separated from the City and rehired within one year, then previously accrued and unused paid sick time shall be reinstated.
- Use for the employee of family member as defined in the labor code.
- Paid sick time limited to the hours of the employee's scheduled shift.

FISCAL IMPACT

Provides paid sick time off for temporary, part-time employees. Fiscal impact unknown at this time, dependent on extent it is used by employees.

STAFF RECOMMENDATION

That Council approve the attached Administrative Procedure 47 – Paid Sick Time for Temporary, Part-time Employees.

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ADMINISTRATIVE MANUAL	A.M. NO. 0047	PAGE 1 OF 1
CITY OF SCOTTS VALLEY	EFFECTIVE DATE: 07-01-2015	INDEX HEADING: 1. PAID SICK TIME FOR TEMPORARY, PART- TIME EMPLOYEES

ADMINISTRATIVE PROCEDURE

The following is an official procedure and/or policy of the City of Scotts Valley, approved by either the City Manager and/or City Council, and shall remain in effect until rescinded or replaced in writing by another official policy.

(X) NEW POLICY

- () NEW PROCEDURE
- () UPDATES POLICY/PROCEDURE -
UPDATED: _____
- () REPLACES AND RESCINDS
PROCEDURE NUMBER: _____

**TITLE: PAID SICK TIME FOR
TEMPORARY, PART-TIME
EMPLOYEES**

I. PURPOSE:

The purpose of this administrative policy is to establish the accrual and use rules for paid sick time for temporary part-time employees in accordance with the Healthy Workplaces/Healthy Families Act of 2014 (California Labor Code section 245 *et seq*).

II. POLICY: ACCRUAL AND USE OF PAID SICK TIME FOR TEMPORARY PART-TIME EMPLOYEES:

- A. This administrative policy relates only to temporary, part-time employees who work at least 30 days within a year from the commencement of employment.
- B. Employee shall accrue 1 hour of paid sick time for every 30 hours worked.

- C. Employee shall be entitled to use accrued paid sick time beginning on the 90th day of employment.
- D. Accrued sick time shall carry over to the following year of employment; however, an employee shall only use up to 24 hours of paid sick time in any one year of employment beginning with commencement of employment.
- E. If an employee separates from the City and is rehired within one year from the date of separation, then previously accrued and unused paid sick time shall be reinstated. Employee shall be able to use the paid sick time at time of rehire.
- F. Accrued paid sick time has no cash value. Employee will not be paid for any unused accrued paid sick time at separation.
- G. Accrued paid sick time shall be used for the purposes defined in California Labor Code section 245 *et seq* for the employee or their family member also defined in the same code section.
- H. Paid sick time shall only be for the hours the employee would have worked during their scheduled shift. If the employee takes an entire day off and was scheduled for four hours that day, they would be paid for only four hours, provided they had accrued four hours of paid sick time.

APPROVED BY CITY COUNCIL

DATE: April 15, 2015

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: April 15, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: Siltanen Park, Lights at the Majors Field

SUMMARY OF ISSUE

At the March 19, 2015 Parks and Recreation Commission meeting, Corky Roberson with Scotts Valley Little League gave a presentation about installation of lights at the existing Siltanen Park Majors Field. Some of the benefits for having lights at the Majors field are: Little League could hold additional tournaments at the International/State level, night games, and travel ball team rentals.

The Parks and Recreation Commissioners were in support of moving forward with the proposal for lights at the Majors Field. They did discuss the following concerns: who schedules the public hearings, the total project cost, and the amount the City is being asked to contribute. Corky did provide cost for the lights only without installation of \$68,750 and other associated costs.

If Council would like to study this project further, the City would need to obtain a use permit outlining the scope of the project and hours for usage of lights, design review and an environmental assessment. The assessment studies the impact of light & glare, noise, traffic and any biologic resources as a result of lights being used at the Majors Field. The cost for the assessment is approximately \$15,000.

Next Steps

In order to evaluate this project further and provide City Council with a better picture of the total costs associated with the proposed ball field lighting, the following is needed to establish a better total project estimated cost.

- Power analysis - PG&E
- Engineering/Soils for light pole installation
- Construction drawings for bidding and bid the project
- Complete an Initial Study (CEQA) review of Light & Glare, Biologic Resources, Noise impacts to adjacent uses for the proposed night time use, and Traffic related to the extended park hours.

Conclusion

If the City Council wishes to study this project further, staff would recommend the City contract for an initial study to determine the CEQA impacts and complete that public hearing process to see if there are any mitigation measures needed that would affect the cost of construction and would be included in the construction bidding.

FISCAL IMPACT

The cost is estimated at \$15,000 to complete the initial study and CEQA review. Staff would then process the initial study as part of the Use Permit to better understand the costs associated with the total project. Additionally, any City application fees, including the initial study could be funded by the Park Impact Fees.

STAFF RECOMMENDATION

That City Council discusses and provides direction to staff on the ball field lighting project.