



A G E N D A

Meeting of the Scotts Valley City Council

Date: August 19, 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 8-14-15 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 8-5-15, 7-22-15

- B. Approve check register – 8-11-15, 8-7-15, 7-31-15, 7-27-15
- C. Approve resolutions for abandonment of storm drain easement, APN 023-033-05:
 - (1) Approve Resolution No. 1895.6 approving the storm drain easement dedication for APN 023-033-05;
 - (2) Approve Resolution No. 1895.7 approving the summary vacation of portion of a storm drain easement for APN 023-033-05 (portion); and
 - (3) Approve Resolution No. 1895.8 approving the summary vacation of storm drain easement for APN 023-033-05
- D. Approve second reading and adoption of Ordinance No. 16-ZC-201.1 approving Zone Change No. ZC15-02 for a 12,096 square foot portion of an existing parcel on Erba Lane from public/quasi public parcel to high density residential, APN 022-480-19 (ptn) and waive the reading thereof
- E. Approve exclusive license agreement between the City of Scotts Valley and the Scotts Valley Water District for a recycled water fill station to be located on the north end of APN 022-211-36
- F. Approve Memorandum of Understanding between the City of Scotts Valley and the Service Employees International Union, Local 521, for the term July 1, 2015 through June 30, 2017
- G. Approve the agreement for professional services between the City of Scotts Valley and the Recreation Accessibility Consultants, LLC in the amount of \$33,449 for a system-wide access audit & development of a transition plan

ALTERATIONS TO REGULAR AGENDA

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

REGULAR AGENDA

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

- 1. Consider approval of first reading and introduction of the Ordinance No. 189, adding Chapter 5.38 to Title 5 of the Scotts Valley Municipal Code requiring firearms dealers to meet certain requirements and to obtain a firearms dealers license, and approve Resolution No. 1908 establishing a firearms dealer license fee of \$150.00, to locally regulate and enforce the sales of firearms (Police)
- 2. Consideration of Scotts Valley Library upgrades (CityManager/Ando)
- 3. Consideration of Siltanen Park Little League Lights project funding (PublicWorks/Hamby)
- 4. Consideration of update to school site modulars and Skypark tennis area improvements (PublicWorks/Hamby)

5. Consideration of Siltanen Park improvements (PublicWorks/Hamby)
6. 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: Conference with labor negotiator re employee negotiations with 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

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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MINUTES

Meeting of the Scotts Valley City Council

Date: August 5, 2015

POSTING:

The agenda was posted on 7-31-15
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
Comm Dev Dir/Deputy City Mgr Kates
Public Wks Director Hamby
Police Chief Weiss
City Clerk Ferrara

Arrived at 6:10 pm

COMMITTEE REPORTS

VM Lind reported that the Criminal Justice Council met and they are planning a discussion on race relations and endangered children in the County

VM Lind reported that LAFCO met and approved one of the programs with the resource conservation district that is doing some work in the County.

Mayor Bustichi reported that a special meeting was held with Alex Clifford, General Manager of the Santa Cruz Metropolitan Transit District (SCMTD), regarding their structural deficit. More information related to the structural deficit will be coming forward in August and September. He also reported that they were able to test drive an electric bus and they have applied for grant funds in order to purchase some electric buses for the SCMTD fleet.

Mayor Bustichi and VM Lind met with the City Manager as the Budget Committee to discuss revenues and the upcoming structural deficit.

CITY MANAGER REPORT

- He stated that he received an e-mail from Nerdwallet.com stating that they ranked Scotts Valley #18 out of 177 cities in northern California as the best place to start a business. Nerdwallet was started in 2009 and by 2015 has grown to 200 employees. The company's goal is to provide information that educates consumers in making major financial decisions in areas such as selecting mortgage loans, credit cards, college savings accounts, retirement

investments, and medical insurance. They drew just under 30 million customers to their site in 2014. Business climate provided 65% of the score looking at average revenue of businesses, percentage of businesses with paid employees, and businesses per 100 people. The other 35% was local economic health looking at median annual income, median annual housing costs, and unemployment rate for residents over 16 years old.

- The new street signs were installed last week on Scotts Valley Drive and Mt. Hermon Road. Staff is now working with the City's signal maintenance contractor to install the electrical to illuminate the signs.
- Resurfacing of Kerry Court and the parking lot on Vine Hill School Road across from the school are scheduled for Friday, August 14. Residents on Kerry Court have been notified of the work and that there will be no vehicular access between the hours of 8 am to 5 pm on the August 14th.
- We have another free Movie in the Park, sponsored by the Scotts Valley Parks and Recreation Advocates, this Friday, August 7 at 8:20 at Skypark. The movie will be "Big Hero 6." Aunt Lali will be there to sell treats. Bring your lawn chairs and blankets. Next Movie in the Park will be in October.
- I wanted to let Council know of one of our swim classes that we have gotten very positive feedback on. It is the Adaptive Water Therapy Class for the developmentally disabled. Recreation staff have made this a fun class with lots of tactile equipment. Parents of the kids in the classes have told staff what a great program it is and even more importantly that they feel welcome at the class, which they have not experienced at classes at other pools.

PUBLIC COMMENT

Jane Doyle, Board Member for the Community Action Board (CAB) of Santa Cruz County, discussed the goal and vision of CAB and stated that it is their mission to partner with the community to eliminate poverty and eliminate social change through advocacy and direct service. She stated that some of the programs they help with include homeless services, job training, day worker center, and immigration programs. She stated that CAB will be celebrating their 50th anniversary on September 10 with a fundraiser, and encouraged everyone to attend. She also stated that the Board of Directors is composed of people who are of, and who can speak for, their community, and announced that they are accepting applications and looking for a member who would represent Scotts Valley and San Lorenzo Valley.

VM Lind announced that the Scotts Valley Art/Wine/Beer Festival will be held August 15 and 16 at Skypark.

ALTERATIONS TO CONSENT AGENDA

VM Lind requested that Item C be moved to the regular agenda for discussion.

M/S: Reed/Aguilar

To approve the Consent Agenda as amended moving Item C to the regular agenda for discussion.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 7-15-15, 7-1-15
- B. Approve check register – 7-24-15, 7-16-15, 7-15-15
- D. Approve Resolution No. 1906 urging the state of California to provide new sustainable funding for state and local transportation infrastructure
- E. Approve denial of claim for reimbursement from Jesse Dresbach in the amount of \$363
- F. Approve new Senior Building Permit Technician job specification and corresponding salary range

**ALTERATIONS TO
REGULAR AGENDA**

M/S: Reed/Johnson

To approve the Regular Agenda as amended moving Item C from the consent agenda to the regular agenda for discussion.

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

REGULAR AGENDA

- C. **Approve second reading and adoption of Ordinance No. 188 adding Chapter 5.22 of Title 5 of the Scotts Valley Municipal Code requiring tobacco retailer licenses and amending Chapter 8.25 of the Scotts Valley Municipal Code to regulate the sale of tobacco products**

VM Lind expressed concerns about the impacts to existing businesses who sell tobacco products, and there were also some concerns from local businesses regarding the fee.

CM Johnson stated that he would like to see this ordinance and its impacts evaluated further and recommended bringing this item back to Council after further evaluation.

Rosanna Herrera, President of the Scotts Valley Chamber of Commerce and business representative, expressed concerns about the current ordinance as written due to its negative impacts on local business owners.

Nick Sandoval, Salud Para La Gente, spoke in favor of the Tobacco Retailer License (TRL) ordinance and encouraged the Council to adopt a strong TRL.

Gina Cole, Chair of Santa Cruz County Tobacco Education Coalition, spoke in favor of the Tobacco Retailer License (TRL) ordinance and encouraged the Council to adopt a strong TRL.

Andrea Silva Solano, MPH, Sr. Health Educator, Community Health Education, Santa Cruz County Health Services, stated that we cannot rely on state and federal programs as they are underfunded and they only come out to approximately 7% of the jurisdictions annually.

The City Council expressed concerns about impacts of the TRL Ordinance on the town center and existing retailers near schools.

The City Council unanimously agreed to have staff evaluate Council concerns as stated above and revisit this item for further consideration.

CA Powell stated that staff will return with a draft revised ordinance based on Council concerns to obtain feedback from the Council.

1. Presentation from Sarah Emmert, United Way of Santa Cruz and a member of the Youth Violence Prevention Task Force on “Turning the Curve: Youth Violence Prevention Strategic Plan”

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

Sarah Emmert, Community Coordinator, Youth Violence Prevention Task Force, United Way of Santa Cruz County, and Jennifer O'Brien Rojo, Steering Committee, gave a Powerpoint presentation regarding “Turning the Curve: Youth Violence Prevention Strategic Plan” and responded to questions from Council.

Gina Cole, spoke in support of accepting the strategic plan.

Nick Sandoval, spoke in support of accepting the strategic plan.

M/S: Lind/Aguilar

To accept the plan “Turning the Curve: Youth Violence Prevention Strategic Plan”.

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

2. Consider approval of letter to the Federal Aviation Administration (FAA) regarding increased noise from airliners

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

Andrew Smith, SV resident, spoke in support of the City sending this letter to the FAA and requested that the City Council work toward improving this issue.

Rosanna Herrera, Bruno's Barbecue, stated that she would be hosting another Save Our Skies meeting at Bruno's.

Nick Sandoval, spoke in support of the City sending this letter to the FAA.

M/S: Reed/Johnson

To approve the letter to the Federal Aviation Administration regarding increased noise from airliners and authorize the Mayor to sign the letter.

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

3. **Consider approval of Resolution No. 1907 supporting the use of Transportation Development Act (TDA) funding for the City of Scotts Valley Crosswalk Safety Improvement Project**

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

M/S: Aguilar/Lind

To approve Resolution No. 1907 supporting the use of Transportation Development Act (TDA) funding for the City of Scotts Valley Crosswalk Safety Improvement Project.

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

PUBLIC HEARINGS

4. **Consideration of General Plan Amendment and Zone Change from Public/Quasi Public (P/QP) to Residential High Density (RH) for an existing 12,096 square foot parcel along Erba Lane, APN 022-480-19**

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

PUBLIC HEARING OPENED - 7:55 PM

No one came forward.

PUBLIC HEARING CLOSED - 7:55 PM

M/S: Johnson/Lind

To approve Resolution No. 1774.2 certifying Negative Declaration No. ND15-02 for a General Plan Amendment and zone change for a 12,096 square foot portion of an existing parcel on Erba Lane from public/quasi public parcel to high density residential, APN 022-480-19 (ptn). Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Johnson/Lind

To approve Resolution No. 1774.3 approving General Plan Amendment No. GPA 15-03 for a 12,096 square foot portion of an existing parcel on Erba Lane from public/quasi public parcel to high density residential, APN 022-480-19 (ptn).

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

M/S: Johnson/Lind

To approve first reading and introduction of Ordinance No. 16-ZC-201.1 approving Zone Change No. ZC15-02 for a 12,096 square foot portion of an existing parcel on Erba Lane from public/quasi public parcel to high density residential, APN 022-480-19 (ptn) and waive the reading thereof.

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

CM Aguilar stated that, for the record, she wanted to be sure that once the property is rezoned, any development will comply with all applicable provisions of the Scotts Valley Municipal Code including, but not limited to, Title 14, Affordable Housing.

REGULAR AGENDA

(Resumed)

5. Discussion and direction on desired reserve balances

CM Ando presented the written staff report and responded to questions from Council. He requested that the City Council prioritize reserves and set balances and provided the following for Council consideration:

Reserve Fund	Estimated June 30, 2015 Balance	Estimated June 30, 2016 Balance	Recommended Balance
General Fund Reserve	\$1,700,000	\$1,578,000	\$1,826,000
Debt Service Reserve	\$943,000	\$943,000	\$2,000,000
Capital Projects Reserve	\$0	\$0	\$750,000
Retiree Medical Reserve	\$0	\$0	\$500,000

Mayor Bustichi recommended the following order of priority for the reserve funds and the balances as recommended by the City Manager:

- (1) General Fund Reserve \$1,826,000
- (2) Debt Service Reserve \$2,000,000
- (3) Retiree Medical Reserve \$ 500,000
- (4) Capital Projects Reserve \$ 750,000

M/S: Johnson/Lind

To approve the priority order and balances as recommended by Mayor Bustichi and as shown above.

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

6. Discussion and direction on structural budget deficit

CM Ando presented the written staff report and responded to questions from Council. He stated that this is an information only item and no action is required.

7. Future Council agenda items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 8:45 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 negotiator re employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 9:10 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 9:10 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: July 22, 2015

POSTING:

The agenda was posted on 7-21-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 3:30 p.m.

ROLL CALL

Present:	Dene Bustichi, Mayor	Steve Ando, City Manager
	Donna Lind, Vice Mayor	Kirsten Powell, City Attorney
	Stephany E. Aguilar, City Council Member	
	Randy Johnson, City Council Member	
	Jim Reed, City Council Member	

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 3:30 p.m. to discuss the following item:

- (1) Pursuant to Government Code Section 54957.6, the City Council met in closed session to confer with their labor negotiator regarding employee negotiations with SEIU, Mid-Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 3:58 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 3:58 p.m.

Approved: _____

Dene Bustichi, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
000881	ALVAREZ INDUSTRIES INC.	105129	08/11/15	2,514.00	
000772	CABRILLO COLLEGE STROKE	105130	08/11/15	1,379.50	
000226	COAST PAPER & SUPPLY INC	105131	08/11/15	590.60	
000207	DEPARTMENT OF JUSTICE	105132	08/11/15	136.00	
000375	FIRST ALARM SECURITY & P	105133	08/11/15	400.00	
003387	HEIDARI DDS/ALI	105134	08/11/15	131.20	
003271	HOME DEPOT/THE	105135	08/11/15	39.18	
000712	MONARCH SERVICES	105136	08/11/15	3,261.00	
003368	MT HERMON VETERINARY CLI	105137	08/11/15	449.24	
000820	SANTA CRUZ/COUNTY OF	105138	08/11/15	259.12	
001586	SCOTTS VALLEY CLEANERS	105139	08/11/15	512.00	
000131	SCOTTS VALLEY MEDICAL	105140	08/11/15	327.00	
000754	UPS STORE/THE	105141	08/11/15	208.63	
	GENERAL CHECKING ACCOUNT			10,207.47	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/12/2015 09:14:49
GL540R-V07.27 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				10,207.47

RECORDS PRINTED - 000021

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/12/2015 09:14:50
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	6,652.74
002	RECYCLING/ENVIRONMENTAL	259.12
004	RECREATION	804.78
010	WASTEWATER OPERATIONS	539.63
028	SENIOR CENTER	700.00
112	DENTAL INS INTERNAL SERV	131.20
123	COMMUNITY FACILITY CENTER	1,120.00
TOTAL ALL FUNDS		10,207.47

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	10,207.47
TOTAL ALL BANKS		10,207.47

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	003123 A T &T	105056	08/07/15	367.41
	003458 A.S.E.	105057	08/07/15	40,321.00
	001097 ACORN COURT APARTMENTS	105058	08/07/15	3,523.52
	003457 ADAMS/TROY	105059	08/07/15	94.05
	000563 APPI	105060	08/07/15	1,072.43
	001009 ARD/KRISTIN	105061	08/07/15	30.00
	001232 AVERY ASSOCIATES, INC.	105062	08/07/15	1,500.00
	000614 BATTERIES PLUS	105063	08/07/15	30.44
	001373 BAY TREE, LLC	105064	08/07/15	3,620.38
	001822 BC LABORATORIES INC.	105065	08/07/15	110.00
	000500 BOLANOS/DORENE	105066	08/07/15	20.00
	001115 BOYNTON/MIKE	105067	08/07/15	300.00
	000437 BRASS KEY LOCKSMITH	105068	08/07/15	6.07
	000053 BSN SPORTS	105069	08/07/15	13.04
	001216 C & N TRACTORS	105070	08/07/15	185.15
	003174 CAPITAL ONE COMMERCIAL	105071	08/07/15	966.78
	002091 COMCAST	105072	08/07/15	153.16
	002091 COMCAST	105073	08/07/15	133.98
	002091 COMCAST	105074	08/07/15	267.96
	000037 CRYSTAL SPRINGS WATER CO	105075	08/07/15	69.25
	000389 DASSEL'S PETROLEUM INC	105076	08/07/15	5,938.10
	003160 DIXON & SON TIRE	105077	08/07/15	112.50
	001537 DYNAMIC PRESS	105078	08/07/15	48.31
	001282 EKLUND DDS/ERICK J	105079	08/07/15	935.00
	000191 EMPLOYMENT DEV. DEPT.	105080	08/07/15	857.15
	002081 FILTER BELTS	105081	08/07/15	2,363.38
	003455 GINO'S CARCO SANTA CRUZ	105082	08/07/15	162.38
	001830 GOLDEN BELL PRODUCTS	105083	08/07/15	768.12
	001657 GOLDEN GATE TRUCK CENTER	105084	08/07/15	272.02
	001828 GONZALES/GABE	105085	08/07/15	20.00
	000057 HACH COMPANY	105086	08/07/15	225.12
	003456 HAPPY HOLLOW PARK & ZOO	105087	08/07/15	132.00
	001805 HOOVER DDS/REX W.	105088	08/07/15	991.50
	001308 JOHNSON DDS/BRETT	105089	08/07/15	89.60
	001973 JOHNSON/RANDY	105090	08/07/15	52.02
	000066 KING'S PAINT & PAPER	105091	08/07/15	89.25
	002032 KT MECHANICAL INC	105092	08/07/15	290.00
	001372 KURATOMI DDS/REED K	105093	08/07/15	118.00
	001486 LEWIS/OWEN	105094	08/07/15	148.00
	000284 LOGAN & POWELL, LLP	105095	08/07/15	10,589.50
	000459 LOUIS/JERRY	105096	08/07/15	30.00
	000618 MANDEGO, INC.	105097	08/07/15	218.25
	.14932 MARIANNE'S ICE CREAM	105098	08/07/15	82.50
	001591 MARKELL/ROD	105099	08/07/15	1,974.00
	003459 MAYFIELD ARCHITECTS	105100	08/07/15	1,421.53
	001234 MC GRAW DDS/BERNARD	105101	08/07/15	92.00
	003171 MICHALAK/GENE	105102	08/07/15	110.00
	000494 MONTEREY BAY UNIFIED AIR	105103	08/07/15	3,214.00

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
003425	MOUNTAIN MIKE'S PIZZA	105104	08/07/15	173.57	
.14933	NESTLER/TIMOTHY	105105	08/07/15	10.00	
000463	NOB HILL FOODS	105106	08/07/15	134.45	
000463	NOB HILL FOODS	105107	08/07/15	586.47	
001872	NORTH CENTRAL LABORATORI	105108	08/07/15	1,031.39	
001802	ONTRAC	105109	08/07/15	71.37	
000101	PACIFIC GAS & ELECTRIC C	105110	08/07/15	167.46	
000101	PACIFIC GAS & ELECTRIC C	105111	08/07/15	39,036.05	
003268	PHILLIPS/WENDY	105112	08/07/15	644.00	
001897	PHSI PURE WATER FINANCE	105113	08/07/15	256.17	
003323	POMPETTE/NICOLE	105114	08/07/15	20.00	
000171	RIVERSIDE LIGHTING INC	105115	08/07/15	472.94	
001479	ROBB DDS/JOSEPH W	105116	08/07/15	464.20	
002043	ROYAL WHOLESALE ELECTRIC	105117	08/07/15	476.53	
003346	SAN LORENZO	105118	08/07/15	220.45	
001823	SANTA CRUZ CO ENVIRONMEN	105119	08/07/15	413.00	
001364	SANTA CRUZ COUNTY	105120	08/07/15	44,468.80	
001544	SANTA CRUZ COUNTY CONFER	105121	08/07/15	9,218.88	
.14934	SOLARRUS CORP	105122	08/07/15	10.00	
002053	STEFFORD	105123	08/07/15	818.87	
001033	TIMES PUBLISHING GROUP	105124	08/07/15	650.00	
001366	U.S. BANCORP OFFICE	105125	08/07/15	1,257.46	
000146	U.S. POSTMASTER	105126	08/07/15	1,000.00	
000646	UNDERGROUND SERVICE ALER	105127	08/07/15	197.52	
001831	USA BLUE BOOK	105128	08/07/15	1,134.08	
	GENERAL CHECKING ACCOUNT			187,062.51	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
08/11/2015 07:04:15
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	124,061.94
004	RECREATION	5,935.88
009	PARKS & REC FACILITIES	1,421.53
010	WASTEWATER OPERATIONS	39,519.09
011	TERTIARY TREATMENT PLANT	20.65
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,759.90
028	SENIOR CENTER	2,703.43
050	PINEWOOD EST LNDSCP MAINT DT	9.57
077	SKYPARK MAINT ASSESS DIST	31.51
112	DENTAL INS INTERNAL SERV	2,690.30
123	COMMUNITY FACILITY CENTER	934.71
TOTAL ALL FUNDS		187,062.51

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	187,062.51
TOTAL ALL BANKS		187,062.51

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	.14929 ADELSON/KENDRA	105026	07/31/15	10.00
	000627 ALVAREZ/JOSE F.	105027	07/31/15	64.95
	000620 ALVAREZ/TONY	105028	07/31/15	20.00
	001670 AT & T	105029	07/31/15	399.75
	000097 AT&T	105030	07/31/15	333.43
	.14931 BERGMAN/DAVE	105031	07/31/15	136.50
	003281 BEYMER/AUSTIN	105032	07/31/15	21.00
	000021 BOWMAN & WILLIAMS	105033	07/31/15	200.00
	003211 CARNU DDS/OANA	105034	07/31/15	109.00
	001837 GORMAN/KEVIN	105035	07/31/15	21.00
	003453 GRANT/ERIC	105036	07/31/15	2,572.50
	000615 HOHMANN/PATRICK J.	105037	07/31/15	20.00
	001308 JOHNSON DDS/BRETT	105038	07/31/15	112.00
	001903 JONES/KIMARIE	105039	07/31/15	20.00
	001375 LEGAN DDS/THOMAS L	105040	07/31/15	45.00
	003454 LOLLER DDS/STEPHANIE B	105041	07/31/15	700.00
	003321 LOPEZ/RENE	105042	07/31/15	20.00
	001965 MURRAY/DON	105043	07/31/15	136.50
	000785 PITNEY BOWES INC	105044	07/31/15	71.09
	003102 POHLE/TOM	105045	07/31/15	136.50
	001118 RUTHERFORD/JAYSON	105046	07/31/15	136.50
	000133 SCOTTS VALLEY SPRINKLER	105047	07/31/15	95.36
	.14930 SMCLETMA	105048	07/31/15	100.00
	003363 SUSCO/JOSEPH	105049	07/31/15	21.00
	003330 TERRELL/ELLIOTT	105050	07/31/15	21.00
	001933 THURINGER/JOE	105051	07/31/15	20.00
	001342 WELCH/JAMES	105052	07/31/15	20.00
	003008 WILLIAMS/JESSE	105053	07/31/15	20.00
	000952 WILSON/JOHN	105054	07/31/15	44.00
	001612 YIEN DDS/LAWRENCE R	105055	07/31/15	312.00
	GENERAL CHECKING ACCOUNT			5,939.08 ***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/31/2015 07:43:39
GL540R-V07.27 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				5,939.08

RECORDS PRINTED - 000035

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/31/2015 07:43:40
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	1,524.10
004	RECREATION	2,572.50
008	TRAFFIC IMPACT MITIGATION	200.00
010	WASTEWATER OPERATIONS	149.75
028	SENIOR CENTER	214.73
112	DENTAL INS INTERNAL SERV	1,278.00
TOTAL ALL FUNDS		5,939.08

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	5,939.08
TOTAL ALL BANKS		5,939.08

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	003342 ACCENT CLEAN & SWEEP INC	104962	07/27/15	1,306.25
	193231 ACCUSLUDGE	104963	07/27/15	435.95
	001405 AFLAC-FLEX ONE	104964	07/27/15	2,785.82
	001219 ALHAMBRA	104965	07/27/15	169.45
	001219 ALHAMBRA	104966	07/27/15	118.83
	000620 ALVAREZ/TONY	104967	07/27/15	151.69
	000001 AMERICAN PLANNING ASSOCI	104968	07/27/15	490.00
	000001 AMERICAN PLANNING ASSOCI	104969	07/27/15	555.00
	001670 AT &T	104970	07/27/15	32.33
	000614 BATTERIES PLUS	104971	07/27/15	115.24
	001822 BC LABORATORIES INC.	104972	07/27/15	288.00
	001786 BECWICK/KENNETH	104973	07/27/15	90.00
	001551 BEEMER SHOP	104974	07/27/15	50.00
	003237 BOWEN/TIMOTHY D	104975	07/27/15	4,438.70
	000437 BRASS KEY LOCKSMITH	104976	07/27/15	81.14
	000053 BSN SPORTS	104977	07/27/15	1,810.19
	000773 CENTRAL COAST LANDSCAPE	104978	07/27/15	383.00
	002091 COMCAST	104979	07/27/15	234.16
	001084 DAPPER TIRE CO	104980	07/27/15	183.68
	.14927 DELMAR'S FLORAL	104981	07/27/15	5.00
	001362 DUNCAN AUTO TECH	104982	07/27/15	163.15
	001537 DYNAMIC PRESS	104983	07/27/15	47.85
	001257 EBRAHIMIAN DDS/MARK	104984	07/27/15	144.00
	002050 ELEPHANT IDEAS	104985	07/27/15	1,307.80
	003452 EMSL ANALYTICAL INC	104986	07/27/15	86.00
	003290 EVOQUA WATER TECHNOLOGIE	104987	07/27/15	252.00
	003253 FIRST ALARM	104988	07/27/15	125.82
	001782 FLORES/CARLOS	104989	07/27/15	173.00
	003444 HART/CYNTHIA S	104990	07/27/15	1,039.50
	000283 HOSE SHOP	104991	07/27/15	818.61
	000835 INTERSTATE SALES	104992	07/27/15	92.62
	001673 LINCOLN FINANCIAL GROUP	104993	07/27/15	1,026.99
	003403 MAR-KEN INTERNATIONAL PO	104994	07/27/15	260.00
	003202 MISCOWATER	104995	07/27/15	51,427.00
	.14926 MONTEREY BAY ANALYTICAL	104996	07/27/15	50.00
	000494 MONTEREY BAY UNIFIED AIR	104997	07/27/15	3,697.68
	003368 MT HERMON VETERINARY CLI	104998	07/27/15	52.80
	003212 MUNICIPAL MAINTENANCE EQ	104999	07/27/15	17.24
	.14925 NATIONAL BINGO CORP.	105000	07/27/15	5,214.94
	001802 ONTRAC	105001	07/27/15	52.33
	000100 PETTY CASH - R. LIEB	105002	07/27/15	28.28
	000100 PETTY CASH - R. LIEB	105003	07/27/15	200.00
	003311 PIKE/JAMES	105004	07/27/15	2,080.16
	000102 PITNEY BOWES	105005	07/27/15	147.44
	001233 PORTER DDS MS/BRENT J	105006	07/27/15	135.00
	001039 POSTON/ED	105007	07/27/15	316.00
	001503 PRUDENTIAL INSURANCE CO/	105008	07/27/15	602.55
	001479 ROBB DDS/JOSEPH W	105009	07/27/15	557.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	003418 ROSS/HEATHER	105010	07/27/15	406.00	
	.14928 SALAZAR/ALMA	105011	07/27/15	400.00	
	000135 SAN LORENZO VALLEY WATER	105012	07/27/15	30.64	
	001909 SANTA CRUZ CNTY ANTI-CRI	105013	07/27/15	20,564.40	
	001823 SANTA CRUZ CO ENVIRONMEN	105014	07/27/15	883.00	
	003085 SHRED-IT USA INC	105015	07/27/15	70.45	
	001535 SKIP'S TIRE & AUTO CENTE	105016	07/27/15	248.04	
	000882 SUPERIOR ALARM COMPANY	105017	07/27/15	110.00	
	001589 TELECOMMUNICATIONS	105018	07/27/15	4,440.00	
	001366 U.S. BANCORP OFFICE	105019	07/27/15	715.51	
	001772 VAILLANCOURT/RONALD WADE	105020	07/27/15	1,950.00	
	000151 VISION SERVICE PLAN	105021	07/27/15	1,203.20	
	003145 WAGE WORKS	105022	07/27/15	110.00	
	003166 WISDOM/ANGIE	105023	07/27/15	725.00	
	002021 ZOOM	105024	07/27/15	350.34	
	GENERAL CHECKING ACCOUNT			116,046.77	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
07/29/2015 08:41:27
GL540R-V07.27 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				116,046.77

RECORDS PRINTED - 000116

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	37,464.44
002	RECYCLING/ENVIRONMENTAL	1,306.25
004	RECREATION	11,900.48
010	WASTEWATER OPERATIONS	6,821.17
011	TERTIARY TREATMENT PLANT	340.33
012	WASTEWATER CAPITAL RESERVE	51,427.00
018	SR CTR DESIGNATED DONATIONS	3,675.77
028	SENIOR CENTER	1,551.02
050	PINEWOOD EST LNDSCP MAINT DT	413.64
112	DENTAL INS INTERNAL SERV	1,009.00
123	COMMUNITY FACILITY CENTER	137.67
TOTAL ALL FUNDS		116,046.77

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	116,046.77
TOTAL ALL BANKS		116,046.77

**City of Scotts Valley
Staff Report**

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Kimarie Jones, Engineering Tech
APPROVED BY: Scott Hamby, Public Works Director
SUBJECT: **Abandonment of Storm Drain Easement, APN 023-033-05**

SUMMARY OF ISSUE

As part of the 1440 development, a new drainage main has been installed to serve the project and the area. 1440 DEVCO LLC is offering a new storm drainage easement for the new main. If the City Council accepts this new easement, the two existing Storm Drain Easements located on 1440's property are no longer required. Because the easements are no longer needed, the easements can be vacated in accordance with Streets & Highways Code section 8333.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

1. City Council approve Resolution No's. 1895.6, 1895.7 and 1895.8.
2. Authorize City Manager to execute the Quitclaim Deeds.

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1. Resolution 1895.6 and Grant of Easement for Storm Drain Purposes, Easement in Gross	2
2. Resolution 1895.7 and Quitclaim Deed to eliminate Drainage Easement	28
3. Resolution 1895.8 and Quitclaim Deed to eliminate Drainage Easement	32

RESOLUTION NO. 1895.6

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE STORM DRAIN EASEMENT DEDICATION FOR APN 023-033-05

BE IT RESOLVED by the City Council of the City of Scotts Valley (The “City”) that the grant of easement, a copy of which is attached hereto as Exhibit A and shown on the map as Exhibit B, both of which are hereby incorporated by this reference, which was provided to the City from 1440, DEVCO LLC, A California Limited Liability Company, for the maintenance and repair of underground storm drain line is hereby accepted. The easement rights herein granted shall include reasonable access over and across the servient Estate by the Storm Drain within the Storm Drain Easement Area. It is understood that the Storm Drain is to be constructed and installed by Grantor in accordance with plans and specifications approved by the Grantee for the Storm Drain and in accordance with the permits granted by Grantee. 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 19th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, 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

GRANT OF EASEMENT FOR STORM DRAIN PURPOSES
EASEMENT IN GROSS

THIS GRANT OF EASEMENT FOR Storm Drain ("Storm Drain Easement Agreement") is made as an easement in gross by and between 1440 DEVCO LLC, a California limited liability company, as "Grantor" and The City of Scotts Valley, a municipal corporation as Grantee, as of _____, 2015 with respect to the real property described herein as:

All of that certain real property situated in the City of Scotts Valley, 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 a Storm Drain, which shall exist and endure for the benefit of Grantee and the public as hereinafter provided, over and across the Storm Drain Easement Area within the Servient Estate for the term stated in this Storm Drain Easement Agreement, subject to the terms and conditions stated in this Storm Drain Easement Agreement being kept and fulfilled.

1. **Creation of Easements.** There is hereby established and granted in favor of Grantee and the public over and across, those portions of the Servient Estate shown on **Exhibit "B"** attached hereto as the Storm Drain Easement Area as a non-exclusive easement in gross for the purpose of use as a Storm Drain to be constructed by Grantor ("Storm Drain") for Grantee and the general public for the term herein stated. 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 maintaining, repairing, operating and using the Storm Drain within the Storm Drain Easement Area. It is understood that the Storm Drain is to be constructed and installed by Grantor in accordance with plans and specifications approved by Grantee for the Storm Drain and in accordance with the permits granted by Grantee.

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 Storm Drain Easement Area and all improvements installed and located therein may be used by the Grantee for Storm Drain purposes for use by City of Scotts Valley, the Grantee hereunder, for public use, for maintenance, operations, repair, replacement and use of the Storm Drains.

4. Design and Construction of Storm Drain. The Grantor shall be responsible for the design of the Storm Drain which design shall comply with all applicable laws and shall be reviewed and approved by Grantee, not to be unreasonably withheld or delayed. Grantor shall construct the Storm Drain at Grantor's sole cost and expense, with the understanding that all such improvements shall be undertaken in accordance with the approved design and permit thereof, in a reasonable and prudent manner. All construction and installation of improvements hereunder shall be at no cost or expense to Grantee and shall be undertaken consistent in all material respects with the approved plans and city inspection requirements.

5. Maintenance of Storm Drain. The Grantee shall be responsible for general maintenance and repair of the Storm Drain during the term of this Storm Drain Easement Agreement and shall maintain and repair the Storm Drain in a reasonable and prudent manner consistent with the City of Scotts Valley standards and at its sole cost and expense. If Grantee's maintenance and repairs to the Storm Drain Easement Area causes any harm to the Storm Drain Easement Area or the Servient Tenement, Grantee agrees to restore the Storm Drain Easement Area or the Servient Tenement after making any repairs to the Storm Drain Easement Area in the condition of such Storm Drain Easement Area or Servient Tenement, prior to Grantee making such repairs. If Grantor or its successors, assigns, contractors or invitees cause any damage to the Storm Drain Easement Area, Grantor shall repair the Storm Drain Easement Area within a reasonable time at its sole cost.

6. Easement in Gross. The easements and rights granted or created herein as the Easement Areas shall be an easement in gross for the use and benefit of Grantee and for the general public as a Storm Drain easement, 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. However, if Grantor or its successors, assigns, contractors or invitees cause any damage to the Storm Drain Easement Area, Grantor shall repair the Storm Drain Easement Area within a reasonable time at its sole cost.

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 improving, maintaining, or using this Storm Drain 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. Grantor shall indemnify and hold Grantee free and harmless from and against all cost, damage and/or liability which arises from or relates to the acts or omissions of Grantor, or of Grantor's agents, employees, contractors, or invitees, in improving, maintaining, or using this Storm Drain Easement Area, except to the extent that such cost, damage and/or liability arises from the gross negligence or willful misconduct of Grantee or Grantee'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:
1440 DEVCO LLC, a California limited liability company
18974 Monte Vista Drive
Saratoga CA 95070
Attn: Scott Kriens

GRANTEE:
The City of Scotts Valley
One Civic Center Drive
Scott 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. Arbitration. All disputes, claims and other matters in question arising out of, or relating to, this Storm Drain Easement Agreement, or the breach thereof may, at the election of any of the parties hereto, be decided by arbitration in accordance with the then current Commercial Arbitration Rules of Judicial Arbitration and Mediation ("JAMS"). This agreement to arbitrate shall be specifically enforceable in any court of law under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitration shall be held in Santa Clara County.

11. Attorneys' Fees. In the event any party hereto institutes legal action or arbitration to enforce or interpret its rights under this Storm Drain 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 or arbitrator.

12. Governing Law. This this Storm Drain Easement Agreement shall be governed under the laws of California.

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

Grantor:

1440 DEVCO LLC, a California limited liability company

By: _____

Its: _____

Grantee:

City of Scotts Valley, a California municipal corporation

By: _____

Its: _____

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

On _____ 201__ before me, _____, Notary Public, personally appeared _____ 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.

Witness my hand and official seal.

[Seal]

2014-0020976

6/30/2014 11:38 AM

EXHIBIT A

OFFICIAL RECORDS OF Santa Cruz County

Sean Saldavia Recorder

RECORDING FEE: \$83.00

Transfer Tax Paid per R & T Sec. 11932

217 ER CHICAGO TI - SIMPLIF DEED

Electronically Recorded 19 PGS

RCD157

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Rimon PC
2479 E. Bayshore Road
Suite 185
Palo Alto, CA 94303
Attention: Scott D. Ross

52305940-m

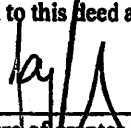
SPACE ABOVE THIS LINE FOR RECORDER'S USE

Mail Tax Statements to:

Rimon PC
2479 E. Bayshore Road
Suite 185
Palo Alto, CA 94303
Attention: Scott D. Ross

The undersigned grantor or its agent declares:

Documentary Transfer Tax is shown on a separate sheet
attached to this deed and is not a part of the public record.


(Signature of grantor or agent above)

APNs: 023-021-01; 023-021-02; 023-021-03; 023-021-04; 023-021-09; 023-021-12; 023-021-13; 023-021-15; 023-021-16; 023-021-17; 023-022-01; 023-022-03; 023-022-04; 023-031-04; 023-031-05; 023-031-08; 023-031-09; 023-031-10; 023-031-11; 023-031-13; 023-031-14; 023-031-15; 023-031-16; 023-031-17; 023-031-18; 023-031-19; 023-031-20; 023-031-21; 023-031-22; 023-031-23; 023-031-24; 023-031-25; 023-032-01; 023-032-03; 023-032-04; 023-032-05; 023-032-06; 023-032-07; 023-032-08; 023-032-09; 023-033-02; 023-033-05; 023-041-08; 023-041-09; 023-072-01; 023-072-10; 023-073-05; 023-103-01; 023-103-03; 023-103-04; and 023-391-02, 023-072-02

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bethany University of the Assemblies of God, as Successor to Bethany College of the Assemblies of God, a California non-profit corporation, also formerly known as Bethany College of the Assemblies of God, Inc. ("Grantor"), hereby GRANT(S) to 1440 DEVCO LLC, a California limited liability company ("Grantee"), that certain real property in the City of Scotts Valley, County of Santa Cruz, State of California, as legally described in Exhibit A attached hereto and made a part hereof (the "Property").

This grant is made subject only to those permitted exceptions delineated on the attached Exhibit B.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

Dated: June 30, 2014. See Grantor signature block on next page.

SIGNATURE PAGE OF GRANTOR:

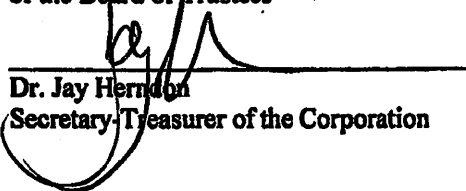
GRANTOR:

**BETHANY UNIVERSITY OF THE ASSEMBLIES
OF GOD, as Successor to Bethany College of the
Assemblies of God, a California non-profit
corporation, also formerly known as Bethany College
of the Assemblies of God, Inc.**

By: 

Name: James Braddy

Title: Chairman of the Corporation and Chairman
of the Board of Trustees

By: 

Name: Dr. Jay Herndon

Title: Secretary-Treasurer of the Corporation

STATE OF CA

COUNTY OF Sacramento

On June 23 2014, before me, Pamela J. Garcia, Notary Public, personally appeared James R. Braddy, President who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity on 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 Pamela J. Garcia [Seal]



STATE OF CA

COUNTY OF Sacramento

On June 23, 2014 before me, Pamela J. Garcia, Notary Public, personally appeared Jay A. Hemdon, Secretary who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity on 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 Pamela J. Garcia [Seal]

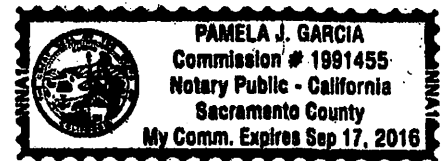


Exhibit A
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SCOTTS VALLEY, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Being Lots 105, 145 through 146, 149, 151 through 159, 162 through 164, 167 through 186, 188, 190 through 191, 194 through 197, 201 through 202, 204 through 211, 215 through 216, 218, 221 through 228 as said Lots are shown upon that certain map entitled "Tract No. 77, Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-021-01, 02, 03, 09, 12 through 13, and 17, 023-031-04, 05, 08, 09, 11, 13 through 23, 023-032-01, 03, 04, 07, 08 and 09, 023-033-02 and 05, 023-072-01, and 023-073-05

PARCEL II:

Being a part of Rancho San Augustine and being a portion of Lot 134 as the same is shown on map entitled "Tract No. 77, Bethany Park Assemblies of God Campground" filed in Volume 28 of Maps at Page 71, Santa Cruz County Records, together with adjacent lands and more particularly bounded and described as follows, to wit:

Beginning at the Southwestern corner of Lot 135 as shown on said map; thence from said point of beginning along the Eastern line of Bethany Drive as shown on said map South 2° 01' East 276.88 feet to an angle; thence South 11° 25' 30" East 50.00 feet to the most Southern corner of said Lot 134; thence leaving said Bethany Drive North 73° 26' 19" East 181.66 feet to a station; thence North 36° 25' East 49.56 feet to a station; thence North 8° 56' 05" East 71.41 feet to a station; thence North 31° 03' 15" West 231.23 feet to the Southeastern corner of said Lot 135 as shown on said map; thence along the Eastern boundary of said Lots 135 and 136 North 18° 42' West 136.00 feet to the Northeastern corner of said Lot 136; thence along the Northern boundary of said last mentioned lot South 71° 18' West 120.00 feet to the Northwestern corner thereof on the Eastern line of the above mentioned Bethany Drive; thence along said last mentioned line South 18° 42' East 131.88 feet to the place of beginning.

Excepting therefrom that portion thereof as contained in the Corporation Grant Deed from Bethany University of the Assemblies of God, as successor to Bethany College of the Assemblies of God, a California non-profit corporation, also formerly known as Bethany College of the Assemblies of God, Inc. recorded October 12, 2012 as Instrument No. 2012-0050017 Official Records of Santa Cruz County.

Together with a non-exclusive 15 foot wide access easement over a portion of lots 134, 135 and 136 as shown upon that certain map entitled, "Tract No. 77, Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of maps at page 71, Santa Cruz County Records, the centerline of which is more particularly described as follows:

Beginning at the Southwestern corner of said lot 135 as shown on said map;

Thence along the Easterly line of Bethany Drive as shown on said map South 02° 01' East 56.87 feet; thence parallel with and 55.00 feet, as measured at right angles from the Southerly line of said lot 135 North 73° 16' East 58.61 feet to the True Point of Beginning; thence North 19° 37' 14" West, 113.58 feet to the beginning of a tangent curve to the left having a radius of 20.00 feet; thence along said curve a distance of 31.42 feet through a central angle of 90° 00' 00"; thence South 70° 22' 46" West, 20.11 feet,

more or less, to the Easterly line of said Bethany Drive, as reserved in said deed recorded October 12, 2012 as Instrument No. 2012-0050017 Official Records of Santa Cruz County.

APN: 023-072-10 (formerly 08)

PARCEL III:

Being a part of the Rancho San Augustine and more particularly bounded and described as follows, to wit:

Beginning at the most Northern corner of Lot 144 as said lot is shown on map entitled "Tract No. 77, Bethany Park Assemblies of God Campground" filed in Volume 28 of Maps at Page 71, Santa Cruz County Records; thence from said point of beginning North 14° 44' West 368.79 feet to a station; thence North 20° 13' West 238.95 feet to a station; thence North 41° 51' West 139.45 feet to a station; thence South 66° 51' 1/2' West 154.98 feet to a station; thence South 5° 46' East 370.03 feet to a station; thence South 36° 18' East 106.54 feet to a station; thence South 1° 12' West 245.00 feet to a station on the Northern boundary of Lot 115 as said lot is shown on said map; thence along said last mentioned boundary and the Northern boundary of Lot 116 as shown on said map South 81° 47' East 182.00 feet to the Northeastern corner of said Lot 116 on the Southwestern line of Valley Way as said Valley Way is shown on said map; thence Northerly, Easterly and Southerly along the Western, Northern and Eastern boundaries of a 35 foot radius turning area as shown on said map curving to the right from a tangent bearing North 80° 53' 55" West with a radius of 35.00 feet through an angle of 268° 49' 50" for a distance of 164.22 feet to the most Western corner of the first above mentioned Lot 144; thence along the Northwestern boundary of said last mentioned lot North 53° 31' East 120.00 feet to the place of beginning.

APN: 023-021-15

PARCEL IV:

Being a part of Rancho San Augustine, Santa Cruz County, California and

Beginning at the Southeast corner of Lot 135 as shown upon that certain map entitled "Tract No. 77, Bethany Park Assemblies of God Campground", filed for record in Volume 28 of Maps at Page 71, Santa Cruz County Records; thence along the Easterly and Southerly boundary of above mentioned subdivision North 18° 42' East 336.00 feet; North 71° 18' East 55.52 feet; North 18° 42' West 105.03 feet; North 29° 41' East 354.70 feet; North 44° 58' East 141.12 feet; South 39° 43' East 257.49 feet; North 33° 48' 10" East 309.47 feet to the corner of Lots 224 and 225 of above mentioned subdivision; thence leaving said boundary South 8° 59' East to the middle of Carbonero Creek; thence Southwesterly down the middle of Carbonero Creek to a point from which the Southeast corner of above mentioned Lot 135 bears South 73° 16' West; thence South 73° 16' West to the point of beginning.

APN: 023-041-09

PARCEL V:

Being a portion of a street named Parkway as shown and delineated on that certain map entitled, "Tract No. 77 Bethany Park", filed for record January 12, 1948 in Volume 28 of Maps, Page 71 (Sheet 4 of 4 Sheets) and beginning at the Southeastern corner of Lot 165 of said subdivision, on the Northwestern side of Bethany Drive; running thence from said point of beginning along the Eastern boundary of Lot 165, North 10° 33' West 166.07 feet to a station; thence leaving said last named boundary North 79° 27' East

25.00 feet to the center line of Parkway; thence South 55° 33' East 35.35 feet to a station on the Western boundary of Lot 175 of the aforesaid subdivision from which the Northwestern corner of said Lot 175 bears North 10° 33' West 25.00 feet distant; thence along the Western boundaries of Lots 175 and 176, South 10° 33' East 134.84 feet to the Northerly side of Bethany Drive; thence along the Northerly side of Bethany Drive North 76° 55' 00" West 27.28 feet and South 44° 58' 00" West 30.33 feet to the point of beginning.

APN: 023-022-04

PARCEL VI:

Lot 229, as shown upon that certain map entitled "Tract No. 77 Bethany Park", filed for record January 21, 1948 in Book 28 Page 71 of Maps, Santa Cruz County Records.

Excepting therefrom that portion conveyed to Bethany Bible College, a California corporation by Deed recorded March 4, 1958 in Book 1174, Page 70 Official Records.

Also excepting therefrom all lumber and mineral rights and all oil, gas and other hydrocarbon substances as contained in the Deed from Assemblies of God, Northern California and Nevada District Council, Inc., recorded December 28, 1979 in Book 3148, Page 734, Official Records of Santa Cruz County.

Also excepting therefrom that portion that lies within the exterior boundaries of Tract No. 514 Bethany Hills Unit No. 1 as shown on the map filed February 29, 1972 in Volume 56 of Maps Page 13, Santa Cruz County Records.

APN: 023-021-16

PARCEL VII:

Lot 230, as shown upon that certain map entitled, "Tract No. 77 Bethany Park", filed for record January 21, 1948 in Book 28 Page 71 of Maps, Santa Cruz County Records.

Excepting therefrom that portion conveyed to Scotts Valley County Water District by Deed recorded July 22, 1965 in Book 1707, Page 609, Official Records.

Also excepting therefrom all lumber and mineral rights and all oil, gas and other hydrocarbon substances as contained in the Deed from Assemblies of God, Northern California and Nevada District Council, Inc., recorded December 28, 1979 in Book 3148, Page 734, Official Records of Santa Cruz County.

APN: 023-391-02

PARCEL VIII:

Lot 231, as shown upon that certain map entitled "Tract No. 77 Bethany Park", filed for record January 21, 1948 in Book 28 Page 71 of Maps, Santa Cruz County Records.

Excepting therefrom that portion conveyed to D. G. Weston, et ux by Deed recorded November 27, 1971 in Book 847, Page 176 Official Records.

APN: 023-031-25

PARCEL IX:

A portion of the San Augustine Rancho, and also a portion of the tract of land, as described in the Deed from Donald Santos, et ux, to Northern California and Nevada District Council of the Assemblies of God dated June 19, 1946, recorded July 2, 1946 in Book 622 of Official Records of the County of Santa Cruz, at Page 56; described as follows:

Beginning at the Northwesterly corner of lands described in the Final Decree of Distribution in the Matter of the Estate of Joseph Errington, deceased, distributing the same to Landreth Errington, dated July 21, 1911, recorded July 21, 1911 in Volume 231 of Deeds at Page 83; thence along the Easterly line of said tract as shown on the Map of Tract No. 77, "Bethany Park," in the City of Scotts Valley, County of Santa Cruz, State of California per the map filed January 12, 1948 in Book 28, Page 71 of Maps in the Office of the County Recorder of said County.

- 1) South 43° 16' West, 321.90 feet; thence
- 2) South 26° 46' West, 39.58 feet to the most Easterly corner of the parcel of land, as described in the Quitclaim Deed from L. E. Besinger, et ux, to Donald Santos, et ux, dated September 4, 1951, recorded September 13, 1951 in Book 838 of Official Records at Page 175; thence along the Northerly and Westerly lines thereof
- 3) North 56° 18' West, 104.11 feet (shown in said Deed as "99.71 feet"); thence
- 4) South 61° 19' West 94.36 feet; thence
- 5) North 89° 06' West, 66.65 feet; thence
- 6) South 53° 00' West 68.50 feet to the most Northerly corner of the tract of land, as described in the Deed from Paul A. Craig, et ux, to Raymond P. Murray, et ux, dated July 20, 1943, recorded August 12, 1948, in Book 671 of Official Records, at Page 138; thence along the Westerly line thereof.
- 7) South 53° 41' West, 140.00 feet to the most Northwesterly corner of the tract as described as Parcel One in the Deed from Paul A. Craig, et ux, to John F. Henderson, et ux, dated May 25, 1953, recorded June 9, 1953 in Book 918 of Official Records, at Page 337; thence along Westerly line thereof
- 8) South 52° 03' West 88.41 feet to the Northwesterly corner of the tract as described in the Deed from George A. Fletcher et ux to S. H. Hedin et ux, dated September 2, 1952, recorded September 25, 1952 in Book 886 of Official Records at Page 216; thence along the Westerly boundaries thereof.
- 9) South 12° 27' West, 113.16 feet; thence
- 10) South 27° 27' West, 19.89 feet to the Northwesterly corner of the tract as described in the Deed from George A. Fletcher et ux to A. H. Dake, et ux, dated August 23, 1948, recorded August 25, 1948, in Book 673 of Official Records at Page 148; thence along the Westerly and Southerly lines thereof
- 11) South 27° 27' West, 80.57 feet; thence
- 12) South 72° 15' East, 51.28 feet to the intersection thereof with the Westerly line of Scotts Valley Drive as described in the Deed from L. Errington, et al, to County of Santa Cruz, dated May 12, 1925, recorded May 23, 1925 in Book 52 of Official Records, at Page 119; thence along said Westerly line of said drive
- 13) South 31° 40' West 17.35 feet; thence tangentially

- 14) 158.07 feet along the arc of a curve to the left, through an angle of $17^{\circ} 25'$, on a radius of 520.00 feet; thence tangentially
- 15) South $14^{\circ} 15'$ West, 18.00 feet; thence tangentially
- 16) 91.46 feet along the arc of a curve to the right, through an angle of $10^{\circ} 55'$, on a radius of 480.00 feet; thence tangentially
- 17) South $25^{\circ} 10'$ West, 10.81 feet to a 1/2 inch iron pipe tagged R. C. E. 1469 as shown as being at the Northeast corner of Parcel "A" of the Parcel Map, per the map filed September 11, 1973 in Book 12, Page 54 of Parcel Maps in the Office of the County Recorder of said County; thence along the Northerly line of said parcel as shown on said map
- 18) South $85^{\circ} 34'$ West, 122.12 feet (shown on said map as "South $85^{\circ} 55'$ West 122.08 feet") to the Southeasterly corner of Lot 129 as shown on the map of the first above named Tract No. 77, "Bethany Park"; thence along the Easterly line of Lots 129, 130, 131, 132, 133, and Bethany Drive
- 19) North $59^{\circ} 56'$ East 88.79 feet; thence
- 20) North $8^{\circ} 43'$ West, 130.41 feet; thence
- 21) North $29^{\circ} 30'$ East, 114.03 feet; thence
- 22) North $44^{\circ} 59'$ West, 55.27 feet; thence
- 23) North $19^{\circ} 13'$ East, 205.96 feet; thence
- 24) North $22^{\circ} 11'$ East, 266.07 feet; thence
- 25) North $6^{\circ} 09'$ West, 193.85 feet; thence
- 26) North $20^{\circ} 50'$ West, 98.13 feet to the Southwesterly corner of the tract as described in the Deed from Donald Santos et ux to Bethany Bible College dated March 3, 1958, recorded March 4, 1958, in Book 1174 of Official Records, at Page 67; thence along the Southerly, Easterly and Northeasterly lines of said tract.
- 27) North $73^{\circ} 26' 19''$ East, 181.66 feet; thence
- 28) North $36^{\circ} 25'$ East, 49.56 feet; thence
- 29) North $8^{\circ} 56' 05''$ East, 71.41 feet; thence
- 30) North $31^{\circ} 03' 15''$ West, 231.23 feet to the Southeasterly corner of Lot 135 as shown on said Map of Tract 77, "Bethany Park", thence along the generally Easterly boundaries of Lots 135 through 140
- 31) North $18^{\circ} 42'$ West 336 feet to the Northeasterly corner of said Lot 140; thence along the Southerly and Easterly lines of Lot 143 as shown on said map
- 32) North $71^{\circ} 18'$ East, 55.52 feet; thence
- 33) North $18^{\circ} 42'$ West, 105.03 feet to the Northeasterly corner of said Lot 143; thence along the Southeasterly line of Bethany Drive, as shown on said map

- 34) North 29° 41' East, 354.70 feet; thence
- 35) North 44° 58' East, 114.12 feet to the most Westerly corner of Lot 228 as shown on said map; thence along the Southwesterly line of said lot
- 36) South 39° 43' East 257.49 feet to the most Southerly corner thereof; thence along the Southeasterly and Easterly lines of Lots 228, 227, 226, 225, 224, 223, 222, 221, 220 and 219
- 37) North 33° 48' 10" East, 309.47 feet; thence
- 38) North 82° 03' 40" East, 212.47 feet; thence
- 39) North 33° 02' 30" East, 206.24 feet; thence
- 40) North 12° 34' East, 321.95 feet to the most Westerly corner of the tract as described in the Deed from Donald Santos et ux to Alva C. Walker, et ux, dated August 9, 1949, recorded July 11, 1952, in Book 876 of Official Records at Page, 508; thence along the Southerly boundary thereof
- 41) South 74° 51' East, 81.16 feet; thence
- 42) South 44° 58' East, 97.37 feet; thence
- 43) South 36° 32' West, 77.57 feet; thence
- 44) South 3° 54" East, 39.34 feet; thence
- 45) South 16° 42' East 147.98 feet; thence
- 46) South 50° 00' East, 43.72 feet to the most Southerly corner of said tract and the Northwesterly corner of Parcel "11" of the Record of Survey, per the map filed April 13, 1949 in Book 29, Page 21 of Maps in the Office of the County Recorder of said County; thence along the Westerly line of said parcel
- 47) South 18° 08' West, 173.65 feet the center of a cul-de-sac, as shown on said map; thence along the Northerly lines of Parcels 12 and 13 as shown on said map
- 48) North 64° 08' West, 35.00 feet; thence
- 49) South 75° 39' West, 139.79 feet; thence
- 50) South 48° 23' West 157.63 feet to a point on the Northerly line of a cul-de-sac; thence along the centerline of a right of way 50.00 feet in width as shown on the last named map
- 51) South 8° 56' West, 122.09 feet; thence
- 52) South 23° 39' West, 94.43 feet; thence
- 53) South 12° 43' West, 322.09 feet; thence
- 54) South 0° 43' East 157.84 feet; thence
- 55) South 16° 13' West, 183.40 feet; thence
- 56) South 42° 32' East, 85.00 feet; thence

- 57) South 86° 35' East 114.58 feet; thence
- 58) South 31° 23' East 60.69 feet; thence
- 59) South 2° 52' West, 189.56 feet; thence
- 60) South 32° 09' West 86.25 feet to the Northerly line of the above mentioned lands of L. Errington; thence along said Northerly line
- 61) North 78° 32' West, 26.72 feet to the point of beginning.

Excepting therefrom the tract of land, as described in the Deed from Donald Santos, et ux, to Bethany Bible College dated November 17, 1954, recorded December 28, 1954 in Book 997 of Official Records at Page 112.

APN: 023-041-08

PARCEL X:

Being Lot 165, as shown and delineated on that certain map entitled, "Tract No. 77 Bethany Park", filed for record January 12, 1948 in Volume 28 of Maps, Page 71 (Sheet 4 of 4 Sheets).

Excepting therefrom the following described parcel of land:

Beginning at a station on the Eastern boundary of Lot 165 from which the Southeastern corner of said Lot 165 on the Northwestern side of Bethany Drive bears South 10° 33' East 166.07 feet distant; running thence from said point of beginning and crossing said Lot 165, South 79° 27' West 38.28 feet to the beginning of a curve; thence on a curve to the left, having a radius of 20.00 feet, through an angle of 90° 00' an arc distance of 31.42 feet to a point of tangency on the Western boundary of said Lot 165; thence along the Western boundary of said Lot 165, North 10° 33' West 90.00 feet to a point of tangency; thence leaving said last named boundary on a curve to the left, from a tangent bearing South 10° 33' East, having a radius of 20.00 feet, through an angle of 90° 00', an arc distance of 31.42 feet to a point of tangency, thence North 79° 27' East 18.28 feet to the beginning of a curve; thence on a curve to the left, having a radius of 20.00 feet, through an angle of 90° 00', an arc distance of 31.42 feet to a point to tangency on the Eastern boundary of said Lot 165 and thence along said last named boundary South 10° 33' East 70.00 feet to the place of beginning.

APN: 023-022-01 and 03

PARCEL XI:

Being Lot 198 and the Northerly one-half (1/2) of Lot 199, as the same is shown and designated on map entitled "Tract No. 77, Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-032-06

PARCEL XII:

Being a right of way 40.00 feet and 24.00 feet appurtenant to Parcel One thru land of A. Barilati and Janette Wallace in Section 8, T. 10 S., R. 1 W., M.D.B. & M., the centerline of which is described as follows, to wit:

Beginning on the most Northern boundary of land formerly of Angelina Barilati, et al., as shown on "Record of Survey", filed in Volume 62 of Maps, Page 05, Santa Cruz County Records, from which an old pipe at the Northwest corner thereof bears South 88° 00' West 22.30 feet distant; thence Southerly South 28° 15' East 243.21 feet to a large spike; thence South 51° 36' East 88.91 feet to a large spike; thence South 32° 13' East 198.39 feet to a large spike; thence South 58° 59' East 144.18 feet to a large spike; thence South 31° 40' East 209.55 feet to a large spike; thence South 12° 29' 30" East 116.31 feet to a large spike; thence South 26° 14' 30" East 267.62 feet to a large spike; thence North 83° 22' East 230.67 feet to a large spike; thence North 88° 00' East 145 feet a little more or less to the lands of Wallace and the termination of said 40 foot easement; thence continuing along a 24 foot right of way beginning at the Easterly end of course "North 83° 22' East 230.67 feet"; thence South 61° 24' East 111.08 feet to a large spike; thence South 11° 11' East 61.72 feet to a large spike; thence South 34° 25' West 118.21 feet to a large spike; thence South 25° 26' West 171.22 feet to a large spike; thence South 86° 52' West 82.61 feet to a large spike; thence North 65° 48' West 88.68 feet to a large spike; thence South 23° 40' West 210.33 feet to a large spike; thence North 81° 51' West 99.66 feet to a large spike; thence North 13° 39' 30" West 113.49 feet to a large spike; thence North 58° 06' 30" West (at 72.73 a large spike) 200 feet more or less, to the first mentioned land of Barilati and the termination of said 24 foot easement.

PARCEL XIII:

Lots 160 and 161, as shown upon that certain map entitled, "Tract No. 77 Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-021-04

PARCEL XIV:

Lot 166, as shown upon that certain map entitled, "Tract No. 77 Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-031-24

PARCEL XV:

Lot 200 and the Southerly one-half (1/2) of Lot 199, as shown upon that certain map entitled, "Tract No. 77 Bethany Park Assemblies of God Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-032-05

PARCEL XVI:

Lot 189, as shown upon that certain map entitled, "Tract No. 77 Bethany Park Assemblies of god Campground", filed for record January 12, 1948 in Volume 28 of Maps at Page 71, Santa Cruz County Records.

APN: 023-031-10

PARCEL XVII:

Lot 124, as shown upon that certain map entitled, "Tract No. 77, Bethany Park Assemblies of God Campground, being a part of the Rancho San Augustine, Santa Cruz County, California", filed for record January 12, 1948, in Volume 28 of Maps, at Page 71, Santa Cruz County Records.

Excepting therefrom so much of the above described lands as was conveyed to the State of California by Deed recorded July 12, 1960, in Book 1330, Page 29, Official Records of Santa Cruz County.

APN: 023-103-01

PARCEL XVIII:

Lots 126 and 127 as shown upon that certain map entitled, Tract No. 77, Bethany Park Assemblies of God Campground, being a part of Rancho San Augustine, Santa Cruz County, California, filed for Record on January 12, 1948 in Volume 28 of Official Records at Page 71, Santa Cruz County Records.

APN: 023-103-03 and 023-103-04

PARCEL XIX:

A portion of Lot 165, as shown and delineated on that certain map entitled, "Tract No. 77 Bethany Park", filed for record January 12, 1948 in Volume 28 of Maps, Page 71 (Sheet 4 of 4 Sheets), more particularly described as follows:

Beginning at a station on the Eastern boundary of Lot 165 from which the Southeastern corner of said Lot 165 on the Northwestern side of Bethany Drive bears South $10^{\circ}33'$ East 166.07 feet; running thence from said point of beginning and crossing said Lot 165, South $79^{\circ}27'$ West 38.28 feet to the beginning of a curve; thence on a curve to the left, having a radius of 20.00 feet, through a central angle of $90^{\circ}00'$ an arc distance of 31.42 feet to a point of tangency on the Western boundary of said Lot 165; thence along the Western boundary of said Lot 165, North $10^{\circ}33'$ West 90.00 feet to a point of tangency; thence leaving said last named boundary on a curve to the left, from a tangent bearing South $10^{\circ}33'$ East, having a radius of 20.00 feet, through an angle of $90^{\circ}00'$, an arc distance of 31.42 feet to a point of tangency; thence North $79^{\circ}27'$ East 18.28 feet to the beginning of a curve; thence on a curve to the left, having a radius of 20.00 feet, through an angle of $90^{\circ}00'$, an arc distance of 31.42 feet to a point of tangency on the Eastern boundary of said Lot 165 and thence along said last named boundary South $10^{\circ}33'$ East 70.00 feet to the place of beginning.

APN: 023-022-02

PARCEL XX:

Those certain streets shown and delineated as "Parkway" and as "California Court" on that certain map entitled, "Tract No. 77 Bethany Park", filed for record January 12, 1948 in Volume 28 of Maps, Page 71 (Sheet 4 of 4 Sheets), excepting therefrom that portion of Parkway more particularly described as follows:

Beginning at the Southeastern corner of Lot 165 of said subdivision, on the Northwestern side of Bethany Drive; running thence from said point of beginning along the Eastern boundary of Lot 165, North $10^{\circ}33'$ West 166.07 feet to a station; thence leaving said last named boundary North $79^{\circ}27'$ East 25.00 feet to the center line of Parkway; thence South $53^{\circ}33'$ East 35.35 feet to a station on the Western boundary of Lot 175 of the aforesaid subdivision from which the Northwestern corner of said Lot 175 bears North $10^{\circ}33'$ West 25.00 feet distant; thence along the Western boundaries of Lots 175 and 176, South $10^{\circ}33'$ East 134.84 feet to the Northerly side of Bethany Drive; thence along the Northerly side of Bethany Drive North $76^{\circ}55'00''$ West 27.28 feet and South $44^{\circ}58'00''$ West 30.33 feet to the point of beginning.

APN: None

Exhibit B
Permitted Exceptions

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District ("CFD"), as follows:

CFD No.: 97-1
For: The development of Scotts Valley Drive
Disclosed By: Notice of Special Tax Lien
Recorded: March 3, 1998, Instrument No. 1998-0010398, of Official Records

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Santa Cruz. The tax may not be prepaid.

4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Any adverse claim based upon the assertion that:
 - a. Some portion of said land has been created by artificial means, or has accreted to such portion so created.
 - b. Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Carbonero Creek, or has been formed by accretion to any such portion.
6. Rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Carbonero Creek.
7. Any rights in favor of the public which may exist on said land if said land or portions thereof are or were at any time used by the public.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Coast Counties Gas and Electric Company
Purpose: Single line of poles and wires
Recorded: April 6, 1949, Book 715, Page 249, of Official Records
Affects: Said easement cannot be located from the record

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract.

Purpose: Drainage, road and rights of way
Affects: As shown on said map

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document.

Purpose: Pipe, flume, sewer, light, power and telephone lines
Recorded: April 8, 1952, Book 864, Page 17, of Official Records
Affects: Exact location is not disclosed for record

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Alfred B. Charles, et ux
Purpose: A right of way
Recorded: September 26, 1951, Book 839, Page 610, of Official Records
Affects: The most Easterly corner of Parcel VIII;

12. Any private easements/rights in favor of the owners of other lots within the subdivision, which the herein described property is a part of, lying within the former lines of Parkway (now known as Gaston Circle).

Said matters affect Parcel V;

13. Waiver of any claims for damages to said property by reason of the location, construction, landscaping or maintenance of the freeway adjoining said property, as contained in the deed to the State of California, recorded June 12, 1960, Book 1330, Page 29, of Official Records.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Scotts Valley County Water District
Purpose: Pipe lines and existing water supply system
Recorded: July 22, 1965, Book 1707, Page 600, of Official Records
Affects: Parcels I, II, VII, VIII AND XIV;

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Scotts Valley County Water District
Purpose: Ingress and egress over a strip of land 20 feet in width and Pipe line and appurtenances
Recorded: July 26, 1965, Book 1707, Page 609, of Official Records
Affects: A portion of Parcels VI AND VII;

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Gas pipelines
Recorded: May 25, 1966, Book 1766, Page 277, of Official Records
Affects: A portion of Parcel I;

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Scotts Valley
Purpose: Sewer mains
Recorded: August 3, 1972, Book 2226, Page 45, of Official Records
Affects: Portions of Parcels I, II, IV AND IX;
And recorded: August 3, 1972, Book 2226, Page 49, of Official Records
And recorded: August 3, 1972, Book 2226, Page 52, of Official Records

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company
Purpose: Underground conduits, pipes and cables
Recorded: July 25, 1975, Book 2523, Page 270, of Official Records
Affects: Parcel I

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Scotts Valley
Purpose: Storm drains and drainage releases
Recorded: October 22, 1980, Book 3253, Page 532, of Official Records
Affects: Parcels I, II, IV AND IX

20. Matters contained in that certain document entitled "Notice of Approval of Parcel Merger" dated (not shown), executed by City of Scotts Valley recorded January 7, 1988, Instrument No. 075093, Book 4428, Page 19, of Official Records, which document, among other things, contains or provides for: Merger to Lots 151 through 159, inclusive, of Parcel One into one single legal parcel.

Reference is hereby made to said document for full particulars.

21. Matters contained in that certain document entitled "Notice of Approval of Parcel Merger" dated (not shown), executed by City of Scotts Valley recorded March 22, 1989, Instrument No. 018201, Book 4476, Page 421, of Official Records, which document, among other things, contains or provides for: Merger to Parcel Eleven and Lots 196 through 198, inclusive, and 215 and 216 of Parcel One into one single legal parcel.

Reference is hereby made to said document for full particulars.

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: David N. Sondeno, et ux
Purpose: Non-exclusive easement for public storm drain purposes
Recorded: April 3, 1989, Instrument No. 020797, Book 4482, Page 113, of Official Records
Affects: A portion of Parcel IX;

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas and Electric Company, a California corporation
Purpose: Gas pipelines
Recorded: July 7, 1989, Instrument No. 043526, Book 4529, Page 316, of Official Records
Affects: Portions of Parcels I AND X

24. Matters contained in that certain document entitled "Landscape Maintenance Agreement" dated June 2, 1999, executed by City of Scotts Valley, a municipal corporation executed by and between Bethany College recorded September 2, 1999, Instrument No. 1999-0058999, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: Said Matters affect Parcel IX;

25. Matters contained in that certain document entitled "Landscape Maintenance Agreement" dated October 26, 1999, executed by City of Scotts Valley, a municipal corporation executed by and between Bethany College recorded December 28, 1999, Instrument No. 1999-0080425, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: Said matters affect Parcels I, II AND IV;

26. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$6,436,006.00
Dated: August 30, 2001
Trustor: Bethany College of the Assemblies of God, a nonprofit corporation
Trustee: Santa Cruz Title Company, a California Corporation
Beneficiary: Assemblies of God Financial Services Group, a nonprofit corporation
Loan No.:
Recorded: August 31, 2001, Instrument No. 2001-0055042, of Official Records
Affects: Said matters affect Parcels I through XII, inclusive, and other property.

A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following

Trustee: Assemblies of God Financial Services Group, a nonprofit corporation
Recorded: October 12, 2012, Instrument No. 2012-0050018, of Official Records
Amendment to Deed of Trust and Security Agreement Recorded January 17, 2014, Instrument No. 2014-0001861, of Official Records.

27. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: David Reginald Colbert, et ux
Purpose: Sanitary sewer and storm drain pipelines
Recorded: August 6, 2002, Instrument No. 2002-0055419, of Official Records
Affects: Southerly portion of Parcel III

28. An encroachment of existing structures or improvements situated on the land adjoining on the North onto said land, as disclosed by Memorandum of Agreement, recorded November 18, 2002 of Official Records under Recorder's Series Number 2002-0084777

29. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Scotts Valley
Purpose: Ingress and egress, a sanitary sewer pump station, and sanitary sewer Lines

Recorded: December 5, 2002, Instrument No. 2002-0090138, of Official Records
Affects: Portions of Parcels II, IV AND IX

30. Matters as shown on the map filed for record June 6, 2003 in Volume 58 of Parcel Maps, at Page 6, Santa Cruz County Records

Affects: Parcel XVII

31. Matters contained in that certain document entitled "Notice of Consent to Use Land" dated July 16, 2004, executed by Bethany College recorded July 16, 2004, Instrument No. 2004-0051907, of Official Records.

Reference is hereby made to said document for full particulars.

32. Matters contained in that certain document entitled "Notice of Consent to Use Land" dated September 14, 2004, executed by Bethany College recorded September 14, 2004, Instrument No. 2004-0066291, of Official Records.

Reference is hereby made to said document for full particulars.

33. Matters contained in that certain document entitled "Notice of Consent to Use Land" dated September 25, 2006, executed by Bethany College recorded September 27, 2006, Instrument No. 2006-0056610, of Official Records, which document, among other things, contains or provides for: License to use a portion of Parcel III.

Reference is hereby made to said document for full particulars.

34. Matters contained in that certain document entitled "Notice of Consent to Use Land" dated March 19, 2009, executed by Bethany University recorded April 1, 2009, Instrument No. 2009-0013861, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: Lot 126 of Parcel XVIII;

35. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: David V. Fletcher, a single man
Purpose: An exclusive easement for ingress, egress, parking, use and enjoyment
Recorded: August 9, 2012, Instrument No. 2012-0037661, of Official Records
Affects: As set forth in said document
Affects: Parcel III;

36. Matters contained in that certain document entitled "Grant of Easement" dated August 2, 2012, executed by Bethany University of the Assemblies of God, a California nonprofit corporation, as successor to Bethany College of the Assemblies of God, a California non-profit corporation and David V. Fletcher, a single man recorded August 9, 2012, Instrument No. 2012-0037661, of Official Records.

Reference is hereby made to said document for full particulars.

Affects: Parcel III;

37. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose and which are riot shown by the public records.

As to Parcels VI, VII, VIII, IX, XVII and XVIII

38. Parcel V of the legal description does not mathematically close, A was determined by holding 25' from the Northwestern corner of Lot 175, B was established per clear intent to hold projected sidelines of Bethany Drive.

39. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$4,375,000.00
Dated: June 30, 2014
Trustor/Grantor: 1440 DEVCO LLC, a California limited liability company
Trustee: Chicago Title Company
Beneficiary: University of the Assemblies of God, a California non-profit religious corporation

Recording Date: _____
Recording No.: _____

EXHIBIT B

STORM DRAIN EASEMENT

SITUATE IN THE CITY OF SCOTTS VALLEY, RANCHO SAN AUGUSTINE, COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA

BEING AN EASEMENT FOR STORM DRAIN PURPOSES, 10.00 FEET IN WIDTH, OVER A PORTION OF
LOTS 224 AND 225, OF THE MAP ENTITLED "TRACT NO. 77, BETHANY PARK ASSEMBLIES OF GOD
CAMPGROUND", FILED FOR RECORD JANUARY 12, 1948, IN VOLUME 28 OF MAPS, AT PAGE 71, SANTA
CRUZ COUNTY RECORDS, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDELINE OF BETHANY DRIVE, A 50.00 FOOT WIDE
RIGHT OF WAY, AS SHOWN ON SAID TRACT MAP, FROM WHICH THE NORTHEASTERLY CORNER OF
SAID LOT 225 BEARS NORTH 30° 58' 00" EAST, 2.26 FEET AND NORTH 56° 31' 00" EAST, 30.00 FEET
DISTANT; THENCE LEAVING SAID SOUTHERLY SIDELINE OF BETHANY DRIVE SOUTH 20° 19' 55"
WEST, A DISTANCE OF 65.89 FEET; THENCE SOUTH 60° 24' 35" EAST, A DISTANCE OF 33.03 FEET;
THENCE NORTH 86° 05' 09" EAST, A DISTANCE OF 52.57 FEET TO THE WESTERLY SIDELINE OF AN
EXISTING 10.00 FOOT WIDE STORM DRAIN EASEMENT, AS THE SAME IS DESCRIBED IN EXHIBIT "A"
IN THE DOCUMENT FILED FOR RECORD OCTOBER 22, 1980, IN BOOK 3253, AT PAGE 532, OFFICIAL
RECORDS OF SANTA CRUZ COUNTY.

THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED TO
TERMINATE ON SAID SOUTHERLY SIDELINE OF BETHANY DRIVE AND ON SAID WESTERLY SIDELINE
OF SAID EXISTING STORM DRAIN EASEMENT.

SEE EXHIBIT B, PAGE 2 OF 2, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



APN 023-033-05 (PORTION)
JOB # G13033, APRIL 24, 2015



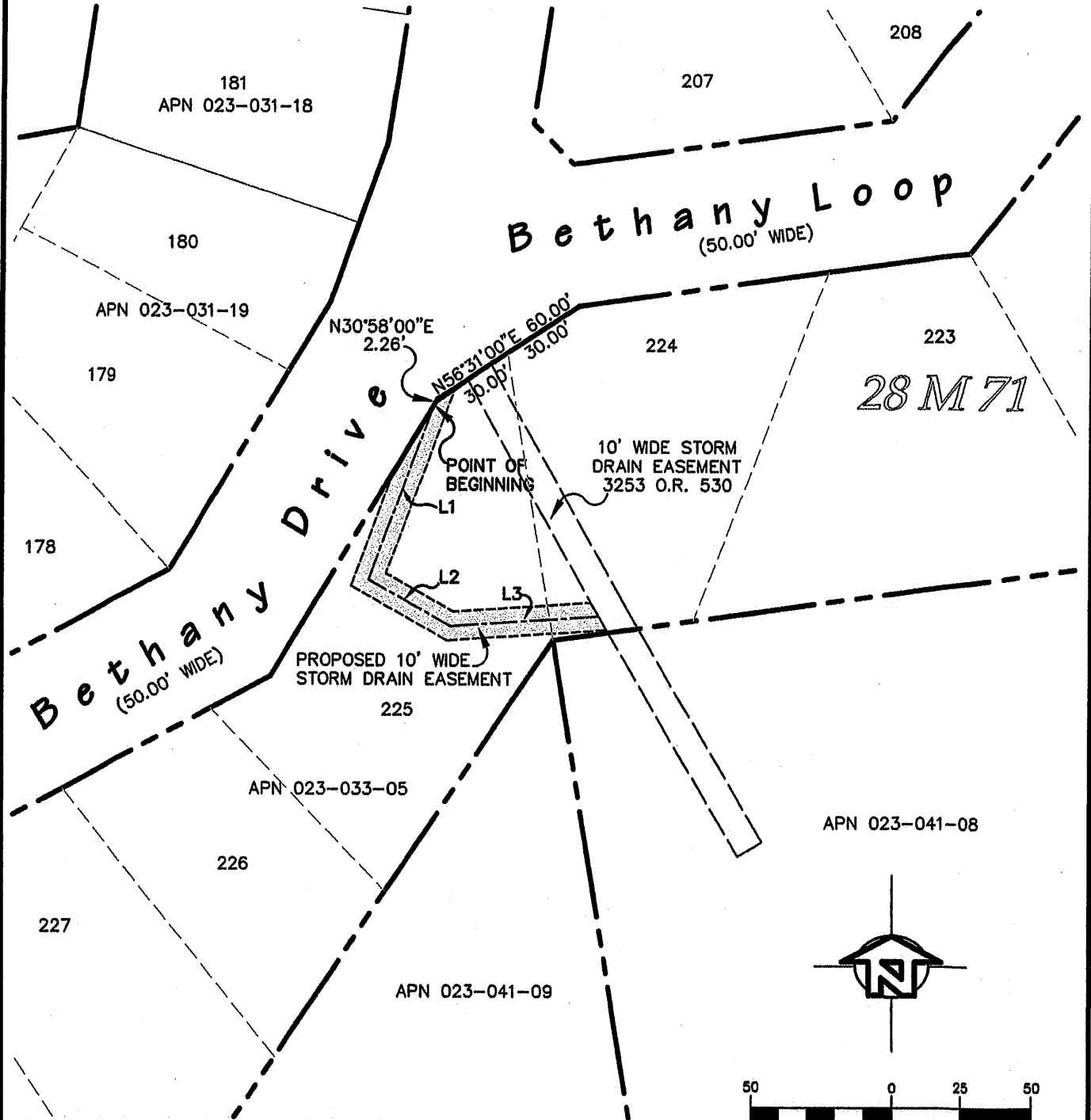
IFLAND SURVEY

Surveying - Mapping - GPS

5300 Soquel Avenue, Suite 101, Santa Cruz, CA 95062
Tel 831.426.7941 Fax 831.426.6266

JOB NO. G13033
SHEET NO. 2 OF 2
CALCULATED BY JLB DATE 01/30/15
SCALE: 1" = 50' REV.04/24/15
PROPOSED RE-ROUTE STORM DRAIN EASEMENT

EXHIBIT B



LINE TABLE		
LINE	LENGTH	BEARING
L1	65.89	S20°19'55"W
L2	33.03	S60°24'35"E
L3	52.57	N86°05'09"E



(IN FEET)
1 inch = 50 ft.

RESOLUTION NO. 1895.7

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE SUMMARY VACATION OF PORTION OF A STORM DRAIN EASEMENT FOR APN 023-033-05 (PORTION)

WHEREAS, the City previously obtained a storm drain easement on that certain property known as APN 023-033-05; and

WHEREAS, the properties that would have used this easement have been connected to an alternative drainage; and

WHEREAS, the property owner has asked that the storm drain easement be vacated as the drainage easement is no longer necessary in the particular location; and

WHEREAS, the City Engineer endorses said vacation of the drainage easement.

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

1. This vacation is made in accordance with Streets & Highways Code section 8333.
2. The portion of the storm drain easement to be vacated is located on that certain parcel APN 023-033-05 more specifically shown in Book 3253, Page 532, filed for record in the office of the Records of the County of Santa Cruz, State of California on October 22, 1980.
3. The vacation is being made due to the fact that the easement is no longer needed because parcels that would have used this easement have been connected to an alternative drainage main.
4. From and abandoned the date this resolution is recorded, the portion of the storm drain easement no longer constitutes a drainage easement.
5. The City Council of the City of Scotts Valley hereby approves the proposed vacation is approved.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 19th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

No recording fee per Gov. Code Sec. 27383

WHEN RECORDED MAIL TO:

1440 DEVCO LLC
P.O. Box 141
Saratoga, Ca. 95071-1141

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENT TO:

Same as above

NO CASH CONSIDERATION
DOCUMENTARY TRANSFER TAX \$ NO CONSIDERATION / R & T 11911
COMPUTED ON THE CONSIDERATION OR VALUE OF PROPERTY CONVEYED: OR
COMPUTED ON THE CONSIDERATION OR VALUE LESS LIENS OR ENCUMBRANCES

REMAINING AT THE TIME OF SALE.

AS DECLARED BY THE UNDERSIGNED GRANTOR

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX - FIRM NAME

APN: 023-033-05 PORTION

QUITCLAIM DEED

For a Valuable Consideration, receipt of which is hereby acknowledged, I (We) **THE CITY OF SCOTTS VALLEY, a CALIFORNIA MUNICIPAL CORPORATION ("GRANTEE")**

Hereby **REMISE, RELEASE AND FOREVER QUITCLAIM TO 1440 DEVCO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

THE REAL FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF **SCOTTS VALLEY**, COUNTY OF **SANTA CRUZ** STATE OF **CALIFORNIA**, DESCRIBED AS

SITUATE IN THE CITY OF SCOTTS VALLEY, RANCHO SAN AUGUSTINE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

BEING A PORTION OF THAT 10.00 FOOT WIDE STORM DRAIN EASEMENT AS DESCRIBED IN EXHIBIT "A" OF THE GRANT DEED CONVEYED TO THE CITY OF SCOTTS VALLEY, RECORDED ON OCTOBER 22, 1980, IN BOOK 3253, AT PAGE 532, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, SAID PORTION OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHWESTERLY 90.02 FEET OF SAID STORM DRAIN EASEMENT.

SEE EXHIBIT A, PAGE 2 OF 2, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

THIS DEED IS GIVEN FOR THE PURPOSE OF ELIMINATING ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THAT CERTAIN EASEMENT FOR (PORTION) STORM DRAIN PURPOSES AS CONTAINED IN THAT CERTAIN GRANT DEED CONVEYED TO THE CITY OF SCOTTS VALLEY, RECORDED ON OCTOBER 22, 1980, IN BOOK 3253, AT PAGE 532, OFFICIAL RECORDS OF SANTA CRUZ COUNTY

Dated: _____

Signature: _____
Stephen H. Ando, City Manager



IFLAND SURVEY

Surveying - Mapping - GPS

5300 Soquel Avenue, Suite 101, Santa Cruz, CA 95062
Tel 831.426.7941 Fax 831.426.6266

JOB NO. _____ G13033

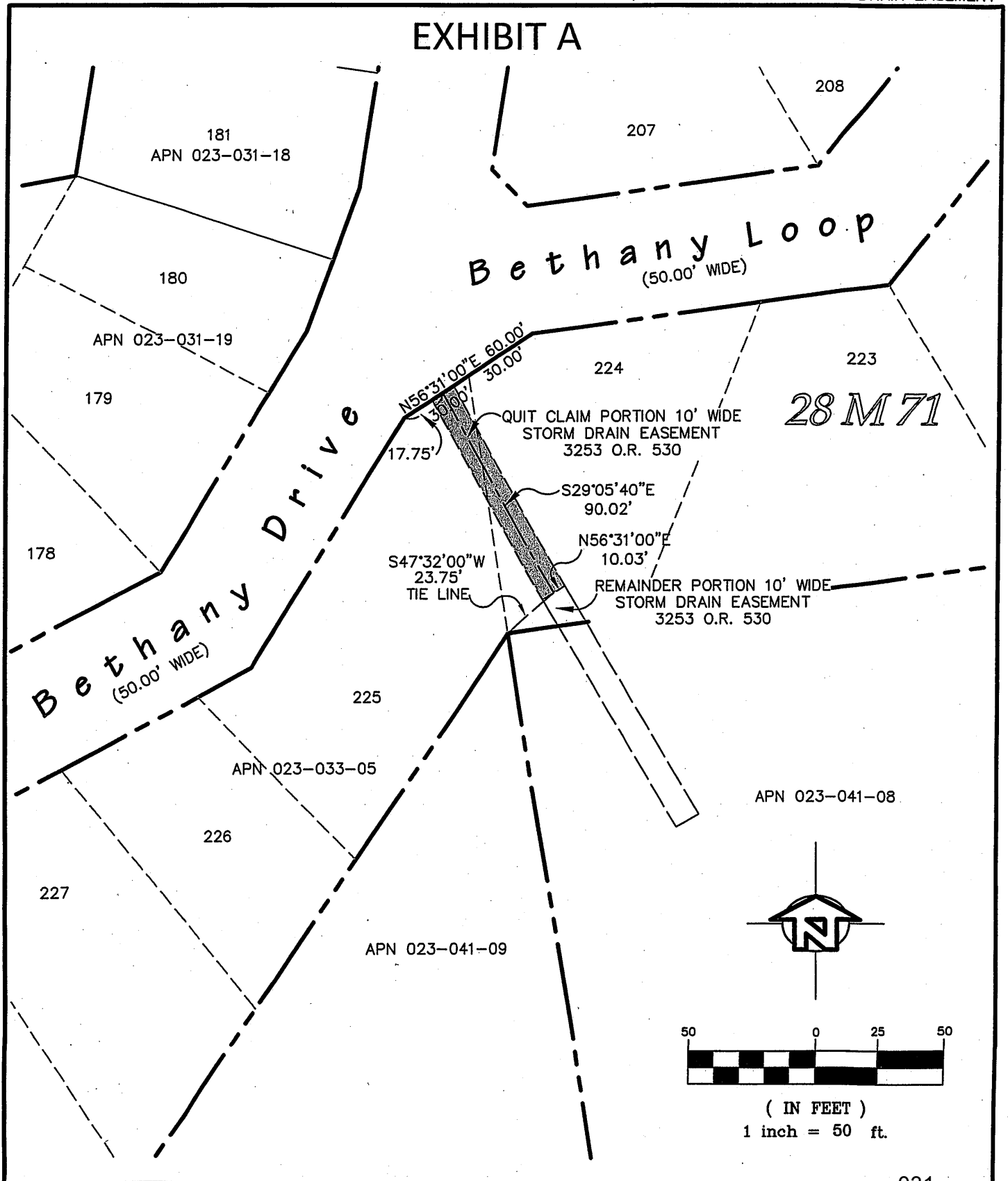
SHEET NO. 2 OF 2

CALCULATED BY JLB DATE 01/30/15

SCALE: 1" = 50' REV.04/17/15

QUIT CLAIM PORTION STORM DRAIN EASEMENT

EXHIBIT A



RESOLUTION NO. 1895.8

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE SUMMARY VACATION OF STORM DRAIN EASEMENT FOR APN 023-033-05

WHEREAS, the City previously obtained a storm drain easement on that certain property known as APN 023-033-05; and

WHEREAS, the properties that would have used this easement have been connected to an alternative drainage; and

WHEREAS, the property owner has asked that the storm drain easement be vacated as the drainage easement is no longer necessary in the particular location; and

WHEREAS, the City Engineer endorses said vacation of the storm drain easement.

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

1. This vacation is made in accordance with Streets & Highways Code section 8333.
2. The storm drain easement to be vacated is located on that certain parcel APN 023-033-05 more specifically shown in Tract No. 77 "Bethany Park Assemblies of God Campground", in Volume 28 of Maps, at Page 71, filed for record in the office of the Records of the County of Santa Cruz, State of California on January 12, 1948.
3. The vacation is being made due to the fact that the easement is no longer needed because parcels that would have used this easement have been connected to an alternative drainage main.
4. From and after the date this resolution is recorded, the storm drain easement abandoned no longer constitutes a drainage easement.
5. The City Council of the City of Scotts Valley hereby approves that the proposed vacation is approved.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 19th day of August, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

No recording fee per Gov. Code Sec. 27383

WHEN RECORDED MAIL TO:

1440 DEVCO LLC
P.O. Box 141
Saratoga, Ca. 95071-1141

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENT TO:

Same as above

NO CASH CONSIDERATION
DOCUMENTARY TRANSFER TAX \$ NO CONSIDERATION / R & T 11911
COMPUTED ON THE CONSIDERATION OR VALUE OF PROPERTY CONVEYED: OR
COMPUTED ON THE CONSIDERATION OR VALUE LESS LIENS OR ENCUMBRANCES

REMAINING AT THE TIME OF SALE.

AS DECLARED BY THE UNDERSIGNED GRANTOR

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX—FIRM NAME

APN: 023-033-05

QUITCLAIM DEED

For a Valuable Consideration, receipt of which is hereby acknowledged, I (We) **THE CITY OF SCOTTS VALLEY, a CALIFORNIA MUNICIPAL CORPORATION ("GRANTEE")**

Hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO **1440 DEVCO LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

THE REAL FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF **SCOTTS VALLEY**, COUNTY OF **SANTA CRUZ** STATE OF **CALIFORNIA**, DESCRIBED AS

SITUATE IN THE CITY OF SCOTTS VALLEY, RANCHO SAN AUGUSTINE, COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

BEING THE 10.00 FOOT WIDE DRAINAGE EASEMENT OVER THAT CERTAIN PORTION OF LOTS 224 AND 225 AND LABELED "10' DRAINAGE EASEMENT" WITH A CENTERLINE COURSE LABELED "S. 5° 38' E. 109.88", AS SHOWN ON THE MAP ENTITLED TRACT NO. 77, "BETHANY PARK ASSEMBLY OF GOD CAMPGROUND", FILED FOR RECORD JANUARY 12, 1948 IN VOLUME 28 OF MAPS, AT PAGE 71, SANTA CRUZ COUNTY RECORDS.

SEE EXHIBIT A, PAGE 2 OF 2, ATTACHED HERETO, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

THIS DEED IS GIVEN FOR THE PURPOSE OF ELIMINATING ALL RIGHT, TITLE AND INTEREST OF THE GRANTOR IN AND TO THAT CERTAIN EASEMENT FOR (PORTION) STORM DRAIN PURPOSES AS CONTAINED IN THAT CERTAIN GRANT DEED CONVEYED TO THE CITY OF SCOTTS VALLEY, FILED FOR RECORD JANUARY 12, 1948 IN VOLUME 28 OF MAPS, AT PAGE 71, SANTA CRUZ COUNTY RECORDS.

Dated: _____

Signature: _____
Stephen H. Ando, City Manager

IFLAND SURVEY

Surveying - Mapping - GPS

5300 Soquel Avenue, Suite 101, Santa Cruz, CA 95062
Tel 831.426.7941 Fax 831.426.6266

JOB NO. _____ G13033

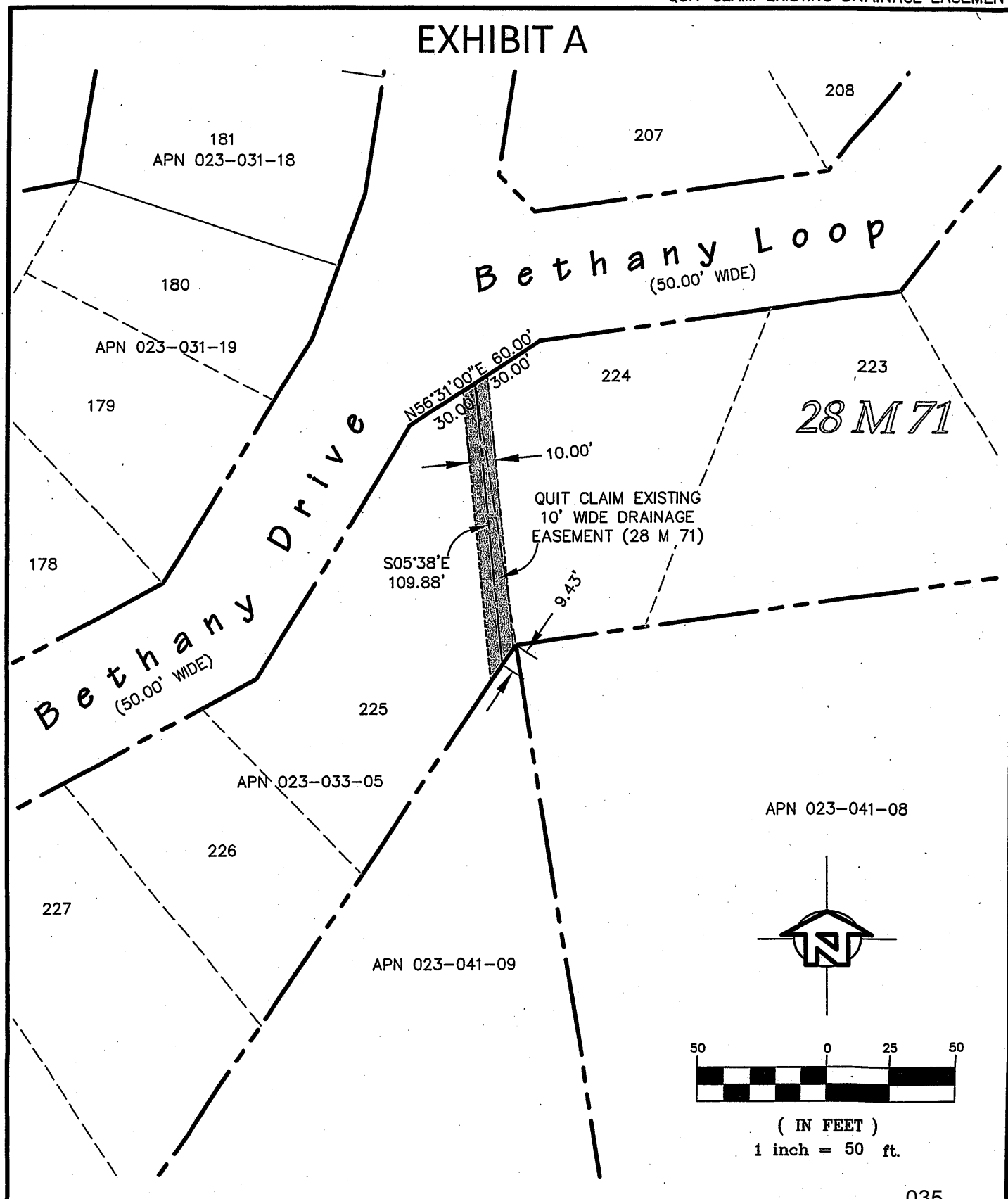
SHEET NO. 2 OF 2

CALCULATED BY JLB DATE 01/30/15

SCALE: _____ 1" = 50' REV.03/13/15

QUIT CLAIM EXISTING DRAINAGE EASEMENT

EXHIBIT A



ORDINANCE NO. 16-ZC-201.1

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SCOTTS VALLEY APPROVING ZONE CHANGE NO. ZC15-02 FOR
A 12,096 SQUARE FOOT PORTION OF AN EXISTING PARCEL ON
ERBA LANE FROM PUBLIC/QUASI PUBLIC PARCEL TO HIGH
DENSITY RESIDENTIAL // APN 022-480-19.**

WHEREAS, the Planning Department of the City of Scotts Valley reviewed the application for General Plan Amendment No. GPA15-02 and Zone Change No. ZC15-02, to amend the General Plan and Rezone an approximate parcel of land consisting of 12,096 square foot portion of an existing parcel on Erba Lane from Public/Quasi Public to High Density Residential / APN 022-480-019 (PTN); and,

WHEREAS, substantial evidence which supports the application has been presented; and

WHEREAS, the application is a “project” pursuant to the California Environmental Quality Act (“CEQA”); and

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

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

WHEREAS, the Planning Commission held a public hearing on July 9, 2015, to consider the application and after consideration of public testimony, the staff report and evidence submitted to support the Application, the Planning Commission recommended approval of the Application to the City Council; and

WHEREAS, a public hearing on the proposed project was held by the City Council on August 05, 2015, and such hearing was noticed pursuant to the requirements of the Scotts Valley Municipal Code and State Law; and,

WHEREAS, the City Council certified the Negative Declaration for the project by adoption of Resolution No. 1774.2; and,

WHEREAS, the City Council approved the General Plan Amendment for the project by adoption of Resolution No. 1774.3.

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

SECTION 1. The City Council of the City of Scotts Valley, does hereby make the following findings, as further clarified in the staff report dated August 05, 2015:

1. *The proposed density and zoning are compatible with adjacent uses and densities.* The project requires rezoning from Public Quasi Public to High-Density Residential. The proposed residential zoning is consistent with the character of the area in that the proposed project creates a high-density, infill housing opportunity along a transportation corridor which creates a transition zone between existing commercial and medium-high density residential zones.
2. *The zone change is consistent with the revised General Plan designation.* The project site is currently designated as Public/Quasi Public in the General Plan, and is zoned Public/Quasi Public. The site would be redesignated to High Density Residential (allows 9-15 dwelling units / acre) in the General Plan, and would be rezoned to High Density Residential, therefore the Zone Change would be consistent with the amended General Plan designation.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 3. REPEALS CONFLICTING ORDINANCES. All other ordinances of the City of Scotts Valley or provisions of the Scotts Valley Municipal Code which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. CEQA. The City Council finds and determines that the enactment of this Ordinance is statutorily exempt from environmental review pursuant to the State CEQA Guideline Section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after the date of its adoption. Prior to the expiration of fifteen (15) days from the date of adoption, this Ordinance shall be published in at least three (3) public places.

THE ABOVE AND FOREGOING ORDINANCE was introduced for a first reading on the 5th day of August, 2015, and passed and adopted on the 19th day of August, 2015, at a duly held meeting of the City Council of the City of Scotts Valley by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

ATTEST:

Tracy Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Corrie D. Kates, Deputy City Manager
SUBJECT: Recycled water program for Scotts Valley Residents

SUMMARY OF ISSUE

The Scotts Valley Water District (SVWD) has been working with the State of California Water Quality Board to make available recycled water to residential customers living in Scotts Valley. The SVWD received approval in late July 2015 to proceed with such a program and would like to move forward with a temporary program. They would like to run the program on property owned by the City along the edge of the future Town Center Development area next to the Library and abutting Blue Bonnet Lane. Location exhibit is attached.

Recycle Water Fill Station Program Details

Recycled water will be made available to any residential customer living in Scotts Valley. Customers will be able to use any size container to collect recycle water with a maximum of 250 gallons per day. Hours for pickup have not been established however there will always be an attendant onsite for monitoring and assistance during hours of operation.

Before a customer can receive recycled water they will need to read and complete the Use Application and receive training provided by the District. The training will cover the proper use of recycled water and will emphasize that recycled water is not to be used for drinking or cooking and cannot be plumbed or pumped into any domestic water supply. Customers will receive a fill station permit after completing the training and be provided recycled water stickers to be placed on containers used for transporting and/or storing recycled water.

Once the customer completes the Use Application, attends training, receives permit, and installs stickers onto containers, they will be able to receive recycled water during the "open" residential pickup hours. Customers must show permit to the fill station attendant who will verify permit and inspect containers for stickers. Customers will be required to complete a log sheet every time they collect recycled water. The fill station will be metered and locked off during non-operation hours.

Recycled Water Fill Station Infrastructure

The fill station will consist of 75' of 2" PE pipe tapped and metered from the recycle water main in Kings Village Road. Two 1" stand pipes each equipped with ¾" hose bib shutoff valve, 15' of ¾" hose with positive shut off nozzle supported against a 4"x4" post installed 25' apart. A 2" meter with lockable valve will be installed in a meter box just off edge of sidewalk.

Terms of the License Agreement

The SVWD is responsible for obtaining any permits required for the project and must repair any damage caused to the property. The agreement can be terminated with 30 days' notice. The SVWD must maintain insurance naming the City as an additional insured and must indemnify the City for any and all damage resulting from the program.

FISCAL IMPACT

There is no impact to the General Fund.

STAFF RECOMMENDATION

That the City Council authorize the City Manager to enter into a Exclusive License Agreement with the Scotts Valley Water District (SVWD) and authorize the City Manager to execute the agreement.

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Exclusive License Agreement

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EXCLUSIVE LICENSE AGREEMENT

This Exclusive License 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. 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. Licensee desires to obtain an exclusive license to use and occupy a portion of the Property as depicted on Exhibit B ("License Area") for the purposes described in Exhibit C.

C. Subject to the terms and conditions of this Agreement, Licensor is willing to grant an exclusive license to Licensee to use and occupy the License Area for the purposes described in Exhibit C.

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

AGREEMENT

- 1. License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license to use and occupy the License Area for the purposes described in Exhibit C, and for no other purpose.
- 2. Term.** The term of this License Agreement shall commence upon execution of this Agreement and may be terminated by the Licensor or Licensee upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, in the event of Licensee's material default under this Agreement, Licensor shall have the right to cancel this Agreement if, after providing written notice of the default, Licensee fails to cure the default within seven (7) days after the date of the notice.
- 3. Improvements.** Licensee or its contractors will install the improvements described in Exhibit C at no cost to Licensor.
- 4. Restoration of Property.** Prior to termination of this License Agreement, Licensee or its contractors shall remove any improvements installed or constructed by Licensee within the License Area, and shall restore the License Area to its original condition. Licensee shall repair any damage to Licensor's Property or any improvements located thereon due to Licensee's activities within the License Area.
- 5. Liens.** Licensee shall not place or permit to be placed against the Property, or any part thereof, any liens upon the Property. Licensee agrees to defend, indemnify and hold

Licensor harmless from and against any claims, liability or cause of action, including reasonable attorney's fees and costs, arising from or relating to any liens placed against the Property resulting from Licensee's use or occupancy of the License Area.

- 6. Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor, its Council, officers, agents, and employees from and against any claims, liability or causes of action arising from or relating to Licensee's use and occupancy of the License Area or this Agreement. This paragraph shall survive termination of this Agreement.
- 7. Insurance.** Licensee shall maintain liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. Licensor and its Council, officers, agents, and employees shall be named as additional insureds by separate endorsement. Licensee shall provide a certificate of insurance reflecting all of the above requirements prior to Licensee's use of the License Area.
- 8. Permits.** Licensee shall obtain any and all permits required for the use and occupancy of the License Area and the improvements located thereon.
- 9. Assignment.** Licensee shall not assign or transfer this Agreement or any right contained in this Agreement without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion.
- 10. Right to Enter.** Licensor and its employees or representatives may enter and inspect the License Area or any portion thereof at any time to verify Licensee's compliance with the terms and conditions of this Agreement.
- 11. Default.** If Licensee violates any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure.
- 12. General.**
 - a. The terms of this Agreement shall bind and inure to the benefit of Licensor and Licensee and each and all of their respective successors, assigns, and grantees.
 - b. This instrument, its validity, construction and all rights hereunder, shall be governed by the laws of the State of California.
 - c. 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.

- d. 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.
- e. 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

LICENSOR

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

APPROVED AS TO FORM:

By: _____
Robert E. Bosso, District Counsel

APPROVED AS TO FORM:

By: _____
Kirsten M. Powell, City Attorney

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Parcel 022-211-36 is located just west and adjacent to the Scotts Valley Library and directly across the street from the Senior Center on Kings Village Road.

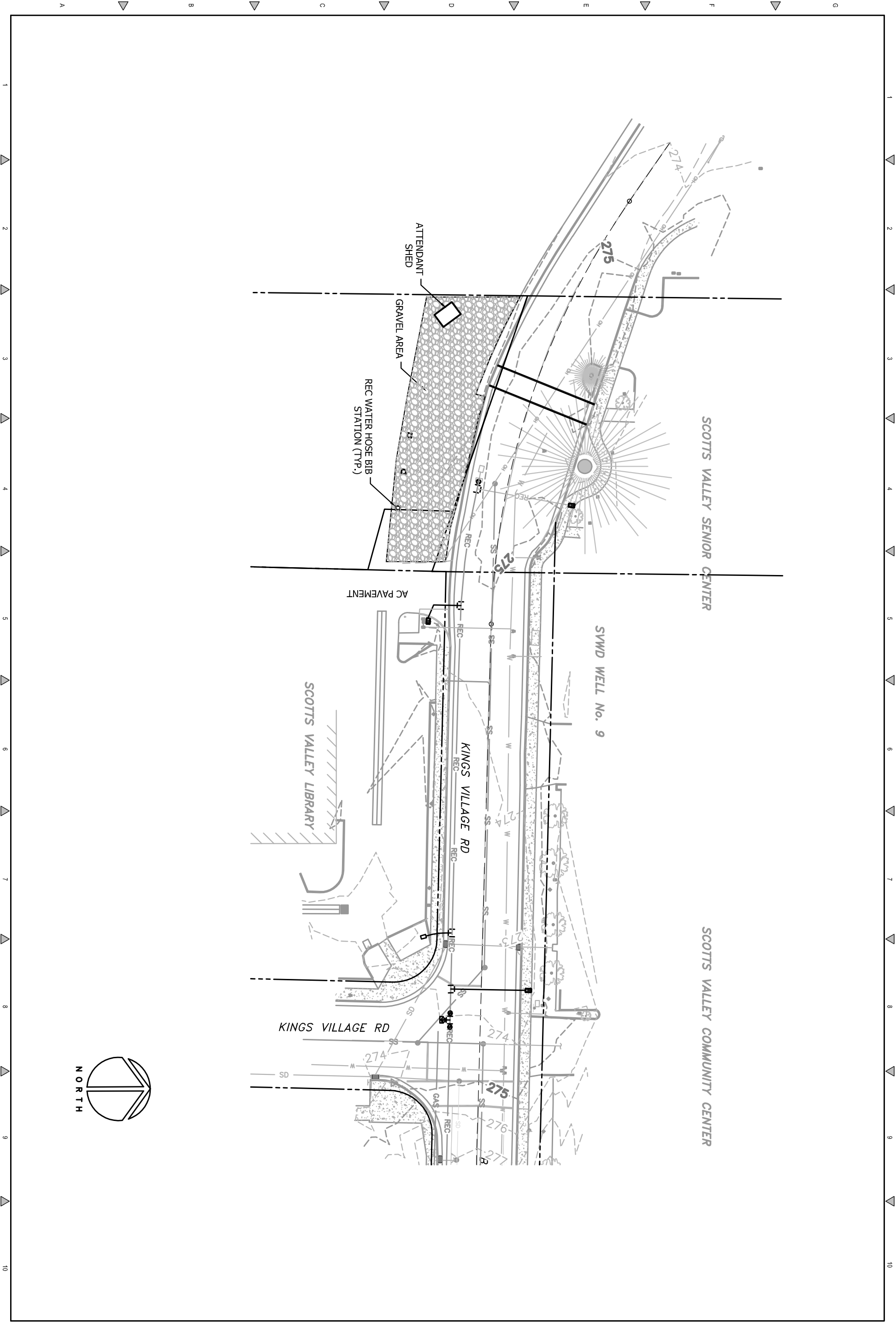
EXHIBIT B
DESCRIPTION OF EXCLUSIVE LICENSE AREA

The Recycled Water Fill Stations will be located on the North end of Parcel 022-211-36, along Kings Village Road, approximately 150' wide east to west, and 75' south to north as shown on Exhibit C attached hereto.

Location Map



Recycled Water Fill Station



REVISIONS		BY
009		

EXHIBIT	
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 C2G /CIVIL CONSULTANTS GROUP, INC. Engineers/Planners 4444 Scotts Valley Drive / Suite 6 Scotts Valley, CA 95066 T (831) 438-4420 F (831) 438-4420	RECREATION WATER FUELING STATION SCOTTS VALLEY WATER DISTRICT	
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Date: 8-13-15
Scale: 1:40
Drawn: CDH
Job: 165-64
Sheet: 1

Of 1 Sheets

EXHIBIT C

DESCRIPTION OF LICENSEE'S ACTIVITIES

Recycled Water Fill Station Program Details

Recycled water will be made available in accordance with the Recycled Water Agreement between the City of Scotts Valley and the District and other approvals pertaining to said agreement. Hours for pickup will be during daylight hours. District will evaluate the schedule and staffing needs based on community response and demand. There will be an attendant onsite for monitoring and assistance during hours of operation. The attendant will occupy a temporary shed or a similar temporary structure provided by the District.

Before a customer can receive recycled water the customer will need to read and complete the Use Application and receive training provided by the District. The training will cover the proper use of recycled water and will emphasize that recycled water is not to be used for drinking or cooking and cannot be plumbed or pumped into any domestic water supply. Customers will receive a fill station permit after completing the training and be provided recycled water stickers to be placed on containers used for transporting and/or storing recycled water.

Once the customer completes the Use Application, attends training, receives the permit, and installs stickers onto containers, they will be able to receive recycled water during the “open” pickup hours. Customers must show the permit to the fill station attendant who will verify the permit and inspect containers for stickers. Customers will be required to complete a log sheet every time they collect recycled water. The fill station will be metered and locked off during non-operation hours.

Recycled Water Fill Station Infrastructure

The below-ground components of the recycled water fill station will include:

- 75’ of 2” PE pipe tapped and metered from the recycle water main in Kings Village Road.
- A 2” meter with lockable valve will be installed in an underground meter box just off the edge of sidewalk.
- Underground meterbox.

The above-ground components of the recycled water fill station will include:

- Two 1” stand pipes each equipped with ¾” hose bib shutoff valve, supported against two 4”x4” post installed 25’ apart.
- On the two posts, a 1” pipe will run along each post, with a hose bib at the end, which will be attached to the hose.
- Temporary structure for station attendant.

The removable components of the recycled water fill station will include:

- 15’ of ¾” hose with positive shut off nozzle, which will be removed during hours of non-operation.

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SCOTTS VALLEY MUNICIPAL EMPLOYEES, SEIU LOCAL 521 (SEIU) THROUGH JUNE 30, 2017**

SUMMARY OF ISSUE

The term of the current contract with SEIU expired on June 30, 2015. This contract was subject to bargaining over the past few months. A tentative agreement was reached. Below is a recap of the main terms:

Term: July 1, 2015 through June 30, 2017
Salary: 1.5% increase effective August 29, 2015
.5% increase effective July 1, 2016
One-time bonus amount to be paid in fiscal year 2016-17 based on a percentage of actual sales tax revenues for 2015-16 exceeding the budgeted amount.
Vacation Accrual: Increase the maximum vacation accrual to two times the annual vacation accrual

A redline copy of the MOU highlighting the changes for the previous MOU is attached for your review. Deletions are shown as ~~strikeouts~~ and additions are underlined.

FISCAL IMPACT

The financial impacts are within the parameters set by the City Council.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the Memorandum of Understanding between the City of Scotts Valley and SEIU Local 521 and authorize the Mayor and City Manager to execute the MOU.

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY MUNICIPAL EMPLOYEES, SEIU LOCAL 521
July 1, 2015 – June 30, 2017

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY MUNICIPAL EMPLOYEES SEIU, LOCAL 521

JULY 1, 2015 -JUNE 30, 2017

1.00 PREAMBLE

The Memorandum of Understanding between City of Scotts Valley and Scotts Valley Municipal Employees SEIU Local 521 ("Agreement") is entered into and by the City of Scotts Valley (hereafter referred to as the "City") and the Scotts Valley Municipal Employees, SEIU Local 521 CTW-CLC (hereafter referred to as the "Union"). "EMPLOYEE" defined for the purpose of this agreement shall mean an EMPLOYEE assigned to a classification within the Scotts Valley Municipal Employees Unit, SEIU Local 521 as delineated in Appendix A.

The City and the Union (occasionally referred to herein as "Parties") have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment for the period of July 1, 2015 through June 30, 2017.

This contract is subject to Sections 3500-3510 of the Government Code of the State of California and Resolution No. 680.7 (Personnel Rules and Regulations), of the City of Scotts Valley. In the event of conflict between this contract and City Resolution No. 680.7, this contract shall prevail.

Any past practices, policies or agreements not specifically addressed in this Memorandum of Understanding shall continue to apply in full force and effect.

The parties will begin negotiations for a successor agreement no later than April 1, 2017.

The City agrees that, if during the term of this MOU, the Management or Mid-Management organization is given a general salary increase or other economic enhancement then the parties will reopen negotiation on more favorable economic terms for the SEIU employees.

2.00 RECOGNITION

Pursuant to Sections 3500-3510 of the Government Code of the State of California, the City recognized Service Employees International Union, Local 521 as the exclusive bargaining representative of the Scotts Valley Municipal Employees Unit consisting of all regular full time EMPLOYEES and regular part-time (1040 hours per year or more) EMPLOYEES listed in the representational unit, except those limited by State or Municipal Codes.

3.00 NO DISCRIMINATION

There shall be no discrimination because of a person's political, religious or Union affiliation or belief, non-affiliation or non-belief, race, color, age, sex, national origin, disability, medical condition, genetic characteristic, martial or military status, or sexual orientation.

4.00 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of Scotts Valley, consistent with its obligations to the workers it represents. The City and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

5.00 AGENCY SHOP

Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of continued employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only.

New employees shall authorize a payroll deduction either for Union membership dues or an equivalent service fee within thirty days from the date of hire; provided however, any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such religion, body or sect, satisfactory to the Union, be permitted to make charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code 501(c)3. Such contribution shall be by regular payroll deduction only.

5.01 Deductions

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.

The service fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the Santa Cruz Chapter of the American Red Cross, the Santa Cruz Society for the Prevention of Cruelty to Animals, United Way or the Santa Cruz Community Action Board, at the choice of the employee.

The Union shall indemnify and hold City harmless from any and all claims, demands, suits or any other action arising from its deductions for dues, insurance, or benefit programs of the Union.

The City shall provide the Union monthly with the names and addresses of all workers within the representation unit. Such lists shall be provided without cost to the Union. All information, including dues payments, shall be recorded on computer disk and provided to the Union once a month, as soon as practical. Addresses shall not be supplied of those workers who request the City in writing not to provide such information. A copy of such request shall be forwarded to the Union. The City shall provide the Union a copy of bargaining unit member status every other payroll period.

5.02 Vote to Rescind Agency Shop Provision

a. A request for such a vote is supported by a petition submitted to the City's Employee Relations Officer (City Manager) containing the signatures of at least 30% of the EMPLOYEES in the unit covered by Section 5.00. An EMPLOYEE signature will be counted only if the EMPLOYEE is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.

b. The vote is by secret ballot of employees in paid status on the 1st day of the pay period preceding the election.

c. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term. The vote shall be conducted by the California State Mediation & Conciliation Service and is at no cost.

5.03 C.O.P.E. Deduction

The City agrees to the establishment of a payroll deduction program for voluntary EMPLOYEE contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

a. Voluntary deductions for C.O.P.E. shall be withheld only if the EMPLOYEE so authorizes in writing on a form provided by the Union and approved by the City.

b. Payroll deductions shall commence on the second pay period after the authorization is received by the City.

c. EMPLOYEES may sign up, change the amount of their contributions or discontinue their contributions at any time.

d. Charges by the City for the cost of administration of the program shall be paid for by the Union.

e. The Union shall indemnify, defend and hold the City, its officers and EMPLOYEES harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section.

5.04 Bulletin Boards

The Union shall be provided use of adequate and accessible space on bulletin boards for communications at the following locations: City Hall, Wastewater Treatment Plant, Corporation Yard, Recreation offices, and any new work sites agreed upon by the City and Union.

5.05 Relevant Materials

The Union shall have the right to review at reasonable times and receive upon request, without cost, copies of any and all current materials prepared, excluding privileged information, relating to wages, hours, and other terms and conditions of employment, which are relevant for SEIU to fulfill its duties and obligations as the exclusive representative of unit EMPLOYEES covered by this contract. The Union shall be given reasonable notice and given the opportunity to meet and confer with the City management prior to the adoption of a written ordinance, rule, resolution or policy related to the scope of representation. Reasonable notice shall be considered to be ten (10) working days.

5.06 Visits By Union Representative

Representatives of the Union shall be permitted access to City facilities for the purpose of contacting members concerning Union business upon notifying the site administrator. Contact with workers will not interfere with the work of the department. Access shall be restricted to non-working hours, except lunch and break periods and for the processing and investigation of grievances and disciplinary appeals.

5.07 Stewards

The Union shall designate shop stewards. The Union shall be allowed one steward for each job site. The Union will notify the City of the names and department of the elected stewards and alternate stewards within thirty (30) days of ratification of this Agreement

and will provide periodic listings of these stewards and alternates. Stewards shall be allowed a reasonable amount of paid release time for the purpose of processing and investigating grievances and disciplinary appeals as long as there is no disruption of work. Stewards and Union Officers shall not conduct Union business on City time except for the above purpose or where mutually agreed upon by the Union and City. Stewards must first obtain permission from their supervisor before leaving their work or work location. Permission will not be unreasonably denied.

Shop stewards shall be provided four (4) hours paid release time each calendar year for the purpose of training on the MOU and its application. Such release time shall be approved in advance by the shop steward's supervisor.

5.08 Union Negotiators Release Time

Union negotiators shall have the right to receive reasonable periods of release time without loss of compensation for meeting and negotiating or meeting and conferring with representatives of the City. The amount of such release time shall be by mutual agreement.

5.08.01 Negotiating Team

Union's negotiating team shall be comprised of the Union's Field Representative and up to five (5) EMPLOYEES including an alternate.

5.09 Notification of Union Coverage

When a person is hired in any classification represented by the Union, the City will notify that person that SEIU Local 521 is the recognized bargaining representative for the workers in said unit. A shop steward or Union representative will have time during new employee orientation to meet with each new employee during work time to provide that person with a copy of the current contract.

5.10 Memorandum of Understanding - Printing and Distribution

The Union will print copies of this Memorandum of Understanding and provide 20 copies to the City.

5.11 Contracting Out

The City will notify the Union in writing at least thirty (30) days in advance if it intends to contract out work currently performed by EMPLOYEES within the unit. No bargaining unit member will be laid off as a result of contracting out. Upon request, the City will meet with the Union to explain the reason to contract out and to solicit Union views on the proposal. City will make reasonable efforts to avoid the elimination of bargaining unit EMPLOYEES on the payroll. The City retains the right to contract out work. Exempt from this provision is the filling of temporarily vacant positions with anticipated vacancies of less than 30 calendar days created by an illness, injury, termination or vacation.

6.00 MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, divisions, commissions and boards; set standards of service; determine the procedures and standards for recruitment and selection of EMPLOYEES within the law; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES of duties because of lack of work or for other good reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations will be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; and to develop positive and productive employer/EMPLOYEE relationships. These rights shall not be limited except as specified in this agreement.

7.00 PERSONNEL RULES/ACTIONS

7.01 Personnel Rule Revision

It is the City's intent, subject to meeting and conferring with the Union on the proposed changes, to review and where appropriate revise its Personnel Rules and Regulations.

7.02 Probationary Period

The probationary period for newly hired EMPLOYEES shall be twelve (12) months. The probationary period for promoted EMPLOYEES shall be six (6) months. During the six (6) months probation period for promoted EMPLOYEES, the EMPLOYEE has the right to return to his/her former classification.

7.03 Seniority

Seniority shall be defined as paid hours of continuous service, exclusive of overtime. City will consider, in the recruitment process, qualified existing EMPLOYEES for the filling of vacancies.

Notice of all job vacancies that are open to the public must be posted on the union bulletin board for a period of five (5) business days prior to the final filing date of any position so that qualified EMPLOYEES may have an opportunity to apply and be considered for the position.

7.04 Performance Evaluation

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgment demonstrated; conduct; and

attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall represent an aggregate, overall rating of the employee's performance during the rating period. The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for: (1) Determining fitness for appointment to permanent status; (2) Determining advancement to higher steps in the salary range; (3) As a guide in awarding promotions; (4) As a record in matters involving disciplinary action; (5) As the determining factor in effecting layoffs where seniority is equal among two or more employees; and (6) Determining eligibility for reinstatement.

Performance evaluations shall be presented in an evaluation conference with the immediate supervisor and employee, unless the employee is unavailable due to extended leave, in which case it will be mailed to the employee, according to the following schedule: (1) Upon completion of probation; and (2) On the employee's annual pay anniversary date. Each employee's supervisor is responsible for evaluating the employee's performance in writing and presenting the evaluation to the employee within 60 calendar days of the performance evaluation due date. Any evaluation not presented within 60 calendar days of the due date will automatically result in an "Effective - Meet Standards" evaluation. If a step increase is based upon the evaluation and the evaluation is not presented within 60 calendar days of the due date, the evaluation will automatically result in an "Effective - Meets Standards" overall evaluation and the date of the step increase shall be that of the evaluation due date. Supervisors shall document and communicate factors which bear negatively upon an employee's job performance during the evaluation period. Supervisors shall attach any documentation which supports negative evaluation ratings in the evaluation. No negative performance evaluation will be arbitrary or capricious. All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him/her by the immediate supervisor and such other managers whose participation would be appropriate and beneficial to the discussion. Upon review with the employees, the final report shall be submitted to the City Manager for signature, with a copy to be retained in the employee's personnel file. Employees may choose to appeal a performance evaluation to the department head within ten (10) working days whenever an evaluation includes ratings that are listed as either "unsatisfactory" or "needs improvement." Employees may formally enter a response to the evaluation in their personnel file. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the rater in the commentary section, shall have all previous written documentation that was given to the employee attached, and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made, including identification of any necessary training or specific work skill improvement which is necessary for the employee to achieve a satisfactory employment rating in the future. If a step increase is denied the employee shall be reevaluated at ninety day intervals for performance improvement to determine if performance has improved warranting a step increase.

Employee shall have access, upon request, to their personnel file.

8.00 CLASSIFICATION

8.01 Reclassifications - General

The City retains the right to classify and/or reclassify positions. The City will notify the Union of the creation or abolition of any classification represented by Union and, upon request, meet and confer regarding the salaries attached to positions and/or the effect of changes on promotional opportunities.

8.02 Reclassification Probationary Period

Reclassified EMPLOYEES shall not be subject to a probationary period.

8.03 Self-Initiated Reclassification Studies

Individual EMPLOYEES, or groups of EMPLOYEES within the same classification who believe they are regularly assigned work beyond the scope of their classification, or the Union representative on their behalf, may submit written requests for classification studies of their positions to the Personnel Officer during the month of February.

This request will be accompanied by a position description form. The Department Head shall offer assistance to Employees on completion of the form.

The Personnel Officer will send a reminder notice on reclassification in January to all EMPLOYEES in the bargaining unit.

The reclassification request must specifically identify the duties and responsibilities which the EMPLOYEE(S) believe are not within their present classification.

By March 8, the Personnel Officer will forward reclassification requests to the affected department heads for their review and approval for study.

If a request is approved, the Department Head will, no later than March 31, ask the Personnel Officer to conduct a classification study by an outside consultant. If a request is denied, the Department Head shall provide a written response to the employee stating the reasons for denial, and if requested, the Department Head will meet with the EMPLOYEE and his/her representative to review the decision.

Reclassification studies shall be completed no later than May 1, and any increases in compensation shall be effective July 1 of the current year. All employees for whom a reclassification study was completed, shall receive a copy of the study of his/her position, with a copy sent to the Union.

8.04 Classifications (Wastewater)

A Wastewater Plant Operator-In-Training who obtains a Grade I State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator I. A Wastewater Plant Operator I who obtains a Grade II State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator II. A Wastewater Plant Operator II who obtains a Grade III State Certificate and is satisfactorily performing the duties will receive a merit step increase if the member is currently at step 4 or below on the salary schedule.

9.00 HOURS OF WORK

9.01 The Standard Work Day and Work Week

The standard work day shall be eight (8) hours which includes any combination of accrued vacation, sick leave, holiday, overtime and/or compensated time taken. Any hours over that shall be considered overtime and payable at a rate of one and one-half (1.5) times the regular rate of pay. Scheduling of work and overtime shall be approved in advance by the department head for all EMPLOYEES.

Unless an agreement is made between the City and the Employee to the contrary, the standard work week for full time workers shall consist of five (5) consecutive days of eight (8) hours per day with two consecutive days off within the work week, except for Wastewater Treatment Plant personnel. Wastewater Treatment Plant personnel who are designated as Duty Operator may be scheduled to work shifts of four (4) hours or less per day on weekends. All EMPLOYEES shall be assigned to work shifts with scheduled starting and quitting time. Should conditions necessitate a change in the regular shift of worker(s), the City will notify the worker in writing at least five (5) working days in advance, unless the schedule is mutually approved by the Department Head and worker. This section shall not preclude the City's right to effect changes necessitated by emergency situations as determined by the City's Emergency Services Director.

9.01.01 Special Schedules

EMPLOYEES may request that their department head consider special scheduling of their work. Examples of special schedules include flex-time, job sharing and voluntarily reduced work hours. An alternative work week of four (4) consecutive days of ten (10) hours per day may be established by mutual agreement of the City and the Union, in which case any hours worked after ten (10) hours in a day or forty (40) hours in a week shall be considered overtime. The supervisor and department head may give special consideration to such requests within the existing law and policy, but are not obligated to change an EMPLOYEE'S schedule. All such special schedules require prior written approval of the Department Head and the Employee.

9.02 Lunch Periods

All EMPLOYEES shall be entitled to an uninterrupted unpaid lunch period at or about the mid-point of their work day. The length of time for such period shall be no longer than one (1) nor less than one-half (.5) hour.

9.03 Rest Periods

All EMPLOYEES are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of EMPLOYEES and supervisors.

9.04 Cleanup

All EMPLOYEES who work with dirty, contaminated and/or poisonous materials shall be allowed reasonable time for cleanup prior to their lunch period and the end of their shift. City will construct a shower facility at the Public Works Yard for use by EMPLOYEES during the last fifteen minutes of a work shift.

9.05 Video Display Terminal/Cathode-Ray Tube (VDT/CRT)

At the discretion of their supervisor, VDT/CRT operators may be provided reasonable breaks (including assignment to non-VDT/CRT) from VDT/CRT. In general, at least a fifteen-minute break shall be provided for each two hours worked. Regular rest breaks pursuant to Section 8.03 may be utilized to satisfy the requirements of this Section.

9.06 Compensatory Time Off (CTO)

The maximum accrual of CTO shall be eighty (80) hours. Overtime not eligible for additional compensatory time off shall be paid at one and one-half (1.5) times the rate of pay. EMPLOYEES with over eighty (80) hours accrued CTO shall not accrue additional CTO until their CTO balance falls below eighty (80) hours. The choice of CTO or paid overtime shall be the EMPLOYEE'S. All CTO shall be granted in advance by the department head. In addition to the maximum amount of CTO an EMPLOYEE may use under this section, the department shall allow each EMPLOYEE to use an unlimited amount of his/her remaining accumulative CTO. It is the goal of the City and the Union to eliminate, by the end of this contract period, each accumulated total beyond the amount allowable under this section. No EMPLOYEE shall lose any amount of the accumulated CTO beyond the maximum allowable under the terms of this section if he/she is unable to use it.

10.00 COMPENSATION

10.01 Salary Ranges

Effective August 29, 2015, the salary range for each classification in the unit will receive a one and one-half percent (1.5%) salary increase, as reflected on Exhibit B. Effective the first full pay period in July 2016, the salary range for each classification in the unit will receive a one-half (0.5%) salary increase as reflected on Exhibit C.

In addition to the salary above, each permanent member in the SEIU shall receive a one-time bonus if the following condition is met. Should the City's actual sales tax revenue be greater than the budgeted amount during Fiscal Year 2015-2016, the difference between the budgeted sales tax revenues and the actual tax revenues shall be split 50% to the City, and the remainder shall be divided equally by the total number of permanent City employees (prorated for part-time employees). This amount shall then be multiplied by the number of employees in the SEIU ("Bonus"). The Bonus shall be a one-time payment to employees based on full-time status in the SEIU to be paid no later than the first pay period in November 2016. In the event no Bonus is paid, the parties agree to a reopener on salary only by December 31, 2016.

10.02 Salary Studies

Commencing July 1, 2015, no later than June 30 of each year the parties shall agree on three job classes whose total compensation (wages, retirement, longevity and medical benefits) will be surveyed. The surveys shall be completed no later than January 31 and provided to the Union upon completion. For purposes of the survey, the City of Santa Cruz, County of Santa Cruz, City of Watsonville, City of Capitola, and City of Scotts Valley shall be included.

10.03 Longevity

The City agrees that all members who have fifteen (15) years of continuous service will receive a 5% pay increase.

10.04 Promotions

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is at least 5%.

10.05 Uniform Allowance

EMPLOYEES in the Wastewater Plant and the Chief Mechanic (with the exception of parks and road maintenance personnel) who are required to wear uniforms shall have the uniforms provided and cleaned by the City (shirts, pants, lab

coats, mechanics' smocks). The City shall also supply one (1) jacket in September of each year and clean same a maximum of four (4) times per year.

On an annual basis, the City shall provide reimbursement for boots and uniforms for workers in Public Works upon the submission of receipts as follows:

Wastewater Treatment/Chief Mechanic/Senior Building Inspector/Code Enforcement Officer (boots and socks only):

Permanent Employees: \$500.00

Probationary Employees: \$175.00 on hire date; \$175.00 upon completion of 6 months of the one-year probationary period; at the completion of 12 months employment, the now permanent employee is entitled to the difference between the allowance already received and the maximum allowable benefit for the fiscal year for a permanent employee. At the start of the next fiscal year after the one-year probationary period, the now permanent employee is entitled to the uniform allowance as stated for permanent employees.

Parks & Road Maintenance: for boots, socks, pants and shorts (of medium length):
Permanent Employees: \$800.00

Probationary Employees: \$250.00 on hire date (boots only); \$250.00 upon completion of 6 months of the one-year probationary period; at the completion of 12 months of employment, the now permanent employee is entitled to the difference between the allowance already received and the maximum allowable benefit for the fiscal year for a permanent employee. At the start of the next fiscal year after the one-year probationary period, the now permanent employee is entitled to the uniform allowance as stated for permanent employees.

The cost of boot repair shall be the responsibility of the Employee. Public Works EMPLOYEES not entitled to compensation for steel-toed boots, and not required to wear steel-toed boots, are: non-field personnel, such as the Secretary, etc. The boots provided for the EMPLOYEE by the City are for the purpose of safety and are to be worn at all times while on the job. Failure to wear steel-toed safety boots shall be cause for disciplinary action. Wearing of City-provided boots while not on the job shall be cause of disciplinary action.

The City will allow the Wastewater Treatment Plant and the Chief Mechanic EMPLOYEES the option of wearing the denim and cotton instead of the polyester clothing currently provided, if there is no difference in cost.

10.05.01 Uniform - Parks and Road Maintenance

The City shall annually provide at no cost to the parks and road maintenance personnel the following uniform items of clothing: Ten (10) cotton t-shirts, seven (7)

cotton sweatshirts, one cap, one jacket and one pair of rain boots. Parks and road maintenance employees shall be responsible for the cleaning of these clothing items, including shorts and pants.

10.06 Working Out of Classification Pay shall be as follows:

1. EMPLOYEES assigned to an "out of classification" position will receive acting pay within a range of a higher classification beginning the first day of assignment.
2. All working out of classification pay will be at the salary step of the higher classification that is an increase of at least 5%.
3. All assignments to an "out of classification" position shall be set forth in a Personnel Transaction Report form prior to the first day of assignment.

10.07 Standby Pay

10.07.01 Standby - General

Whenever emergency work is anticipated but does not warrant full time staffing, regular EMPLOYEES may be required to remain on standby (available by telephone) for emergency work.

Standby shifts shall be scheduled so that no standby shift is more than sixteen (16) hours per day for the maintenance division, twenty (20) hours per day for the wastewater division, nor more than seven (7) consecutive days.

Any EMPLOYEE who is required to remain on standby for emergency work shall be paid the equivalent of eight (8) hours straight time for each standby shift (all hours outside the EMPLOYEE'S regular work schedule, for seven (7) consecutive days) whether or not he/she is called to work. Said pay is compensation for the EMPLOYEE'S availability, not for hours worked. City Management will determine whether to provide City vehicles to members on a case-by-case basis.

10.07.02 Standby - Overtime

Whenever any EMPLOYEE is ordered to perform emergency work in excess of the normal working hours per day, whether or not he/she is on standby duty, he/she shall be paid for such work at the hourly equivalent of his/her monthly salary times one and one-half (1.5). This pay of one and one-half (1.5) times hourly equivalent shall be in addition to the eight (8) hours straight time standby pay for EMPLOYEES so assigned.

10.07.03 Standby- Emergency

For standby emergency work calls, EMPLOYEES shall be paid at one and one-half (1.5) times base rate for every hour worked for a minimum of two (2) hours pay.

10.07.04 Standby- Road Maintenance Personnel

Road maintenance personnel shall be assigned standby duty during the period commencing no later than December 15th and ending no sooner than March 15th of each calendar year. Such assignment shall be made on a weekly rotational basis, and shall be distributed equally from an established list of qualified volunteers.

The City reserves the right to assign standby duty in the event there are no volunteers, and at other times of the year as conditions necessitate.

10.08 Call-Back

The minimum payment for EMPLOYEES called back to work from their off-duty hours shall be four (4) hours at one and one-half (1.5) times their hourly rate, except if called back within two (2) hours of the start of his/her next scheduled shift, the EMPLOYEE shall receive two (2) hours pay at one and one-half (1.5) times his/her hourly rate. Time "called back" shall be defined as the time the EMPLOYEE is notified of the need to return to work.

10.09 Mileage

Mileage reimbursement rate for EMPLOYEES utilizing personal vehicles shall be the IRS rate.

10.10 Meal Allowance

City agrees, whenever the Emergency Operations Center is opened, or in other bona-fide emergencies, as determined by the City Manager, to either provide meals to EMPLOYEES working under emergency conditions, or to reimburse them upon submission of a receipt in accordance with Administrative Policy #5.

10.11 Night Meeting Pay

Clerical staff, except for the City Clerk, who attend meetings of the City Council or of any Board or Commission of the City Council, will receive \$28.00 for each meeting attended.

10.12 Cell Phone Reimbursement

EMPLOYEES who are required by their department head to use their personal cell phones for business will receive a \$20 per month cell phone stipend during that approved period. The City will not be responsible for cell phone replacement, damage or any other costs associated with the EMPLOYEE'S personal cell phone. A cell phone stipend participating form will be signed by each city employee and kept on file.

11.00 HEALTH AND WELFARE

11.01 PERS Medical Plan

11.01.01 Cafeteria Plan

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan). The cafeteria plan contribution rate shall be up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan.

The City shall also pay administrative fees and contingency reserve fund assessments, if any.

11.01.02 Optional Benefits

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

11.01.03 Opt out of Medical Coverage

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage. Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.

2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

11.01.04 Part-Time Employees

Regular part-time employees working a minimum of twenty hours per week who do not accept paid medical insurance through his/her spouse shall be eligible to receive medical premiums and cafeteria plan contributions combined to equal to the rate for the Blue Shield HMO provided that the employee makes the following contribution:

1. Employees working between 20-29 hours/week = \$125/month.
2. Employees working between 30-39 hours/week = \$100/month.

Regular part-time employees working a minimum of 20 hours per week, who accept health care coverage through his/her spouse or other family member shall be eligible to receive health benefits on a pro-rated PERS Blue Shield HMO Plan basis given the ratio of their work schedule to full time work.

11.01.05 Dental and Vision Insurance

The City shall provide reimbursement for employees' and dependents' up to 26 years of age documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

The City provides Vision Service Plan vision coverage.

11.01.06 Re-opener in the Event of Provider Change

In the event that no PERS HMO and/or no PERSChoice contract with one of the four major care providers in the area (Sutter, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree to re-open section 11.01.

11.01.07 Employee Retiree Medical Coverage Program

It is the purpose of the EMPLOYEES Retiree Medical Coverage program to provide for medical insurance compensation to retired EMPLOYEES in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage.

The medical benefit will be provided directly to the retiree at the following rates:

1. For EMPLOYEES who have served 10 to 15 years with the City: 100% of premiums to a maximum of 33% of the PERS-CARE plan premium level (benchmark plan); reduced to 16.5% at Medicare eligible age.
2. For EMPLOYEES who have served 15-20 years with the City: 100% of the premiums to a maximum of 50% of the PERS-CARE plan; reduced to 25% at Medicare eligible age.
3. For EMPLOYEES who have served over 20 years: 100% of premiums to a maximum of 67% of the PERS-CARE plan; reduced to 33.5% at Medicare eligible age.

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

11.01.08 Part-Time Employees

Regular part-time EMPLOYEES shall be eligible to receive health benefits on a pro-rated premium basis given the ratio of their work schedule to full- time work, and subject to the minimum number of hours specified in the City's current health benefits plan.

11.02 Life Insurance

The City shall pay the premium for a \$50,000 life insurance plan and a \$50,000 Accidental Death and Dismemberment plan for all unit EMPLOYEES.

11.03 LTD

The City shall continue in effect and pay the full premium for a long term disability insurance program with minimum monthly benefit of 60% of salary to a maximum of \$6,000.

11.04 State Disability Insurance

EMPLOYEEES shall be eligible for paid sick leave benefits in accordance with City rules. EMPLOYEEES shall continue to pay the premium cost for State Disability Insurance. It shall be the EMPLOYEE'S responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for disability insurance.

11.05 Physical Examination

The City will pay the cost of the physical examination required for the Class B License for EMPLOYEEES required to have the license by the City.

11.06 P.E.R.S. Contribution

The City shall continue to pay the EMPLOYEE'S contribution to the Public Employees' Retirement System. The City shall provide the 2.5% at age 55 plan for all Members hired prior to January 1, 2013, or hired after such date but already in the CalPERS system without a six-month break in service, at City expense. For those Members hired on or after January 1, 2013, new to the CalPERS system, the City shall provide 2% at 62 for those Members in accordance with State law. The contribution for new Members shall be shared in accordance with State law.

Upon the conclusion of negotiations with all affected employee organizations and the processing the CalPERS contract amendments, newly hired employees only will be covered by the 2% at age 60 retirement plan with the 36 consecutive months final compensation provision. They will also pay the 7% employee retirement contribution.

12.00 HOLIDAYS

Each member of the bargaining unit shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on the following Monday.

- 1) The first day of January
- 2) Third Monday in January- Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February -Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) July 4th - Independence Day

- 6) The first Monday in September - Labor Day
- 7) The second Monday in October - Columbus Day
- 8) November 11 - Veteran's Day
- 9) Thanksgiving Day
- 10) The day following Thanksgiving
- 11) The day preceding Christmas
- 12) Christmas Day
- 13) The day preceding New Year's Day
- 14) Two floating holidays per fiscal year. (Members must use the floating holiday within the fiscal year or lose that holiday for that fiscal year.)
- 15) Every day appointed by the President of the United States or the Governor of the State of California and the City Council for a public fast, thanksgiving or holiday.

13.00 VACATION

13.01 Vacation Accrual

EMPLOYEES shall accrue paid vacation as follows:

- a) Less than five years: For EMPLOYEES completing less than five (5) years continuous service, six and two-thirds ($6 \frac{2}{3}$) hours for each month of service. (Two week per year.)
- b) Five years or more but less than ten years: For EMPLOYEES completing five or more years but less than ten years of continuous service, ten (10) hours for each month of service. (Three weeks per year.)
- c) For EMPLOYEES completing ten (10) or more years of continuous service, thirteen and one-third ($13\frac{1}{3}$) hours for each month of service. (Four weeks per year.)
- d) For EMPLOYEES completing fifteen (15) or more years of continuous service, 14 hours for each month of service (four weeks plus one day per year.)

13.02 Vacation - Illness

If an EMPLOYEE becomes ill while on vacation and such illness can be supported by a written statement from a licensed medical practitioner, or if the EMPLOYEE is hospitalized for any period, the EMPLOYEE at the EMPLOYEE option shall have the period of illness charged against sick leave, if accrued, instead of vacation time.

13.03 Vacation Accrual Maximum

EMPLOYEES shall be allowed to carry over a maximum of 2 times their annual vacation accrual from one calendar year to the next (EMPLOYEES may accrue over 2 times during the calendar year). As of December 31, if an employee is over 2 times the annual vacation accrual, the employee will stop accruing vacation until they are below the maximum accrual limit.

If an EMPLOYEE has requested and been denied vacation leave within four (4) months of the time that the vacation accrual maximum will be reached, enforcement of the vacation leave accrual maximum shall be postponed for six (6) months from the date of denial.

The department and EMPLOYEE shall schedule the use of vacation time sufficient to reduce the EMPLOYEE'S accrual below the maximum within a reasonable time.

13.04 Vacation Schedule Conflict

In the event of a conflict in scheduling vacations within a department, the EMPLOYEE with the greatest seniority shall receive preference.

13.05 Vacation Sell-Back

An EMPLOYEE may sell back up to two weeks (80 hours) of vacation annually, after 15 years of service with City, so long as the EMPLOYEE has an accrued vacation balance of at least one week (40 hours) remaining following the sale. To request vacation sell-back, the EMPLOYEE shall submit a written request to the City Manager.

14.00 LEAVES

14.01 Leaves - General

Leaves shall be as set forth in the City's Personnel rules.

14.01.01 Workers' Compensation

In the event of a job related injury or illness, the EMPLOYEE will receive any temporary disability, rehabilitation, and permanent disability benefits that are required under State law.

In addition to this amount, the EMPLOYEE shall receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the EMPLOYEE'S regular gross pay. The EMPLOYEE may also use accrued vacation or compensatory time to provide for this difference, once the EMPLOYEE'S accrued sick leave balance is exhausted.

In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay for the affected EMPLOYEE.

It shall be the responsibility of the EMPLOYEE to notify the Finance Department if the EMPLOYEE chooses to use accrued vacation or compensatory time balances for Workers' Compensation purposes.

When an EMPLOYEE is away from the job because of a job related injury or illness that exceeds one year following the exhaustion of accrued vacation, sick leave, and compensatory time or following the election not to use accrued vacation or compensatory time, the City shall not be required, following the one year period, to maintain contributions toward group insurance.

An EMPLOYEE who is away from the job because of job related injury or illness shall have the right to return to his or her position until he or she is permanent and stationary and can no longer perform the essential functions of the job or until the EMPLOYEE is declared by the City's doctor to be fit for return to work and the EMPLOYEE, for whatever reasons, does not return to work.

14.02 Sick Leave for Care of Immediate Family

The usage of sick leave for family members shall be governed by the following provisions:

1. Sick leave shall be allowed and used in the case of sickness, disability, medical or dental treatment of a member of the EMPLOYEES immediate family (as defined in the City Personnel Rules & Regulations).
2. A limit of six (6) days each fiscal year may be used for sick leave for family members.
3. When calling in sick the EMPLOYEE is required to indicate that this is sick leave for family members.
4. All other provisions of the City Personnel Rules & Regulations dealing with sick leave shall apply to sick leave for family members.

14.03 Unused Sick Leave/Termination

Upon termination, any unused accrued sick leave, up to a maximum of one hundred and twenty (120) days, shall be paid at the following rate:

<u>Years of Service</u>	<u>Percent(%) of Base Salary</u>
5 yrs + 1 day = 10 yrs	20
10 yrs + 1 day = 15 yrs	30
15 yrs + 1 day = 20 yrs	40
20 yrs + 1 day = 25 yrs	60
25 yrs + 1 day = 30 yrs	80

In lieu of payoff of sick leave at the above rates, City has amended the PERS contract to add Section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement may be converted to additional Service Credit.

14.04 Paid Bereavement Leave

EMPLOYEEES shall be granted a leave with full pay in the event of the death of any member of the EMPLOYEE'S immediate family. The leave shall be for a period of three (3) days, and if Employee chooses and the time off is authorized by the Department Head, two additional days of the Employee's accrued sick leave may be taken. A total of five (5) days of bereavement leave is allowed if travel in excess of 400 miles is required. The immediate family for purposes of bereavement leave is defined as spouse, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the EMPLOYEE or where the EMPLOYEE maintains Power of Attorney or Executor of Estate over a family member, or any other special circumstance as approved by the City Manager.

14.05 Personal Business Leave

EMPLOYEEES within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more with the time chargeable to accumulated sick leave. The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the EMPLOYEE. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

14.06 Medical Leave -Insurance Coverage

The City shall continue to provide paid health, dental, and vision coverage to EMPLOYEEES during the twelve week period of leave covered by the Family and Medical Care Leave Act. In the event an extension of the medical leave is granted beyond twelve weeks, the City shall pay half the insurance premium through the sixth (6th) month of the leave, at which time the EMPLOYEE may purchase insurance coverage at group rates through the City at his/her own expense.

14.07 Part-Time Employees

Regular part-time EMPLOYEES shall be eligible to receive pro-rated sick leave, vacation, and holidays.

15.00 LAYOFF

The City Council may abolish any position in the City Service due to lack of funds, work or need.

The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

- a. Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards military leave, no service credits shall be earned during any leave of absence without pay in excess of thirty (30) days. Where time in service is equal between two (2) or more affected, their performance evaluations shall service as the determining factor.
- b. The order of layoff in the affected classification or classification shall be:
 - i. temporary employees;
 - ii. probationary employees;
 - iii. permanent employees.

The treatment of personnel employed by means of State or Federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulation, the type of position (Municipal Service or Exempt) shall govern treatment of such personnel.

- c. Probationary and permanent employees in the Municipal Service who, under paragraph 2 above, are scheduled to be laid off shall receive at least twenty-one (21) days written notice to this effect.

In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Municipal Service which the City intends to fill and for which the employee is qualified, in the sole judgment of the City. Such actions shall be governed by the terms of Personnel Rules and Regulations Rule 12.03 and 12.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing

employee must have held permanent status in such classification and have greater time in the Municipal Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this paragraph shall, in turn, be provided the same notice and "bumping" privilege as set forth in this paragraph.

d. Probationary and permanent personnel laid off in accordance with this Rule may be placed on a re-employment list as provided by Personnel Rules and Regulations Rule 9.03. If an employee is re-employed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall the City restore credits for vacation and sick leave paid out at the time of layoff.

At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rules and Regulations Rule 9.04.

Prior to the effective date of layoff, the department head shall furnish the Personnel Officer a final evaluation of the employee's performance.

16.00 SAFETY

The City Council shall continue the City Safety Program, which shall call for the appointment of an EMPLOYEE Safety Committee. This Committee, when formed under the provisions of the Safety Program, shall remain in effect for the full term of this agreement. The Safety Program shall involve an "accident review" process.

16.01 Compliance

The City and the EMPLOYEES will conform to and comply with all Federal, State and local health and safety laws and regulations. The City will take all steps necessary to insure EMPLOYEE health and safety on the job. Such steps may include the removal of unsafe conditions and equipment, the provision of adequate training for EMPLOYEES, and the active cooperation of all EMPLOYEES with the City Safety Program. Responsibility for safety is shared equally by the City and EMPLOYEES.

16.02 Unsafe Conditions

An EMPLOYEE shall not be required to work under unsafe conditions or with unsafe equipment or to perform tasks which endanger the EMPLOYEE'S health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.

a) EMPLOYEES shall report health or safety hazards to their immediate supervisor upon discovery.

b) The supervisor shall cause the hazard to be abated as soon as possible and shall remove any and all EMPLOYEES from the hazardous circumstance or area. The supervisor shall also inform the department head of the hazard as soon as possible. An EMPLOYEE may report a continuing and unabated safety hazard to the department head and/or City Manager if the hazardous conditions persist and are jeopardizing EMPLOYEE safety.

c) If an EMPLOYEE is working in an unsupervised situation or in a circumstance where an identified safety hazard has not been abated, and the EMPLOYEE has been assigned to a task which, in the EMPLOYEE'S belief and good faith threatens the EMPLOYEE'S health or safety or puts the EMPLOYEE or another person in danger of serious physical injury, the EMPLOYEE may refuse to perform the task. Any EMPLOYEE'S refusal, in good faith, to perform said task shall not be just cause for discipline provided that the EMPLOYEE'S good faith belief is based on ascertainable, objective evidence and/or experience supporting the EMPLOYEE'S conclusions. No EMPLOYEE shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations. The City and the Union propose to cooperatively identify and abate all hazardous health or safety circumstances and to maintain job safety as the highest priority.

16.03 VDT/CRT Safety

16.03.01 VDT/CRT Testing

All VDT/CRT units and electronic equipment within the vicinity of an EMPLOYEE'S workspace shall be tested annually to determine any significant radiation leakage. Should there be such leakage, measures shall be taken to eliminate said leakage.

16.03.02 VDT/CRT Glare Control

VDT/CRT stations shall have adjustable glare control.

16.03.03 VDT/CRT Shielding

Shielding for the VDT/CRT units shall be available upon request to help protect the operator from low-level radiation.

16.04 Vehicle Safety

The City shall provide safe vehicles for use by City EMPLOYEES, whenever an EMPLOYEE'S duties require operation of a motor vehicle. All necessary repairs and maintenance of vehicles shall be performed to insure the safety of the operator. Under no circumstances shall a supervisor of the City require an EMPLOYEE to operate an unsafe vehicle.

Routine maintenance of City vehicles shall be no less than recommended by the manufacturer. Only high quality parts and tires will be used on City vehicles.

EMPLOYEES shall not be required to use their own vehicles for City business.

17.00 TRAINING

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable EMPLOYEES to upgrade their skills and improve their levels of performance. The City desires to provide a training program for all City EMPLOYEES. The selection of training opportunities shall be at the sole discretion of the department head and City Manager, consistent with City policies, but the City shall solicit input from EMPLOYEES and will consider training requests.

17.01 Tuition Reimbursement

The City shall reimburse each EMPLOYEE up to \$250 per fiscal year for tuition, books and course related expenses after successful completion of courses which are pertinent to their positions with the City.

For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university or adult education department, and such course must:

- a. Improve knowledge and skills for the present position or for positions of higher classification within the City, or
- b. Prepare for anticipated technological changes occurring in the EMPLOYEE'S career field.
- c. Be approved for reimbursement, in advance, by the department head.

18.00 PEACEFUL PERFORMANCE - NO STRIKE/LOCKOUT

The Union agrees that during the term of this Memorandum of Understanding neither it nor the EMPLOYEES it represents will engage in, encourage, sanction, or support: (1) strikes; (2) slowdowns; (3) mass resignations; (4) mass absenteeism; (5) picketing which would involve suspension of or interference with normal work of the department or other City departments; or (6) any other similar actions which would involve suspension of or interference with normal work of the department or other City departments.

In the event of any job action as described in (1) - (6) above, the Union will immediately notify involved EMPLOYEES that the action(s) is in violation of this Section, and direct them to cease the action(s).

The City shall not lock out any EMPLOYEE in the bargaining unit.

19.00 STAY WELL PLAN

The specific purpose of the Stay Well Plan is to encourage City EMPLOYEES to stay physically fit and well and to miss as few work days as possible due to illness or any other reason.

The Stay Well Plan includes the following provisions:

- 1) The Stay Well Year shall be from December 1 through November 30.
- 2) To be eligible for the Stay Well Plan, EMPLOYEES must have accumulated thirty (30) sick days (240 hours).
- 3) All sick leave (other than personal leave days) taken by EMPLOYEES, regardless of the reason, shall be deducted from the potential Stay Well Bonus.
- 4) The Stay Well Bonus shall be payable in a separate check to all eligible EMPLOYEES on the first pay date in December at the straight time salary rate in effect on November 30 of each year.
- 5) EMPLOYEES shall have the option of receiving a Stay Well Bonus on the first pay date in December or crediting their unused sick leave to their total accumulation. A decision to credit unused sick leave to accumulation must be presented in writing to the City Manager prior to December 1 of each year. The City shall provide a written reminder of this provision to all EMPLOYEES no later than November 1 of each year.
- 6) Eligible EMPLOYEES shall receive a Stay Well Bonus, or a pro rata share, according to the following schedule should they become eligible at some point during the Stay Well Year.

<u>Sick Leave Bonus</u>	<u>Straight Time Bonus</u>	<u>Pro Rata Bonus</u>
0 Sick Days	48 hours	50%
1 Sick Day	40 hours	41.6%
2 Sick Days	32 hours	33.3%
3 Sick Days	24 hours	25%
4 Sick Days	16 hours	16.6%
5 Sick Days	8 hours	8.3%
6-12 Sick Days	0 hours	0%

20.00 FAMILY LEAVE

During the term of this Memorandum of Understanding, City agrees to comply with the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act ("Acts") as those Acts may be amended from time to time. As an example of the provisions of those Acts, eligible employees can receive unpaid leave for up to twelve weeks (continuous or cumulative) for such things as care for immediate family members with serious health conditions, birth or adoption or foster care placement of a child, or the Employee's own medical needs. The City shall post a summary of the highlights of the Acts on bulletin boards.

21.00 DISCONTINUANCE OF WASTEWATER OPERATIONS

In the event the City decides to discontinue, consolidate, or reduce the scope of its wastewater treatment operations, which may result in the dismissal, displacement or re-arrangement of its EMPLOYEES, the City shall give at least ninety (90) days advance written notice to all affected EMPLOYEES and to the Union.

The City shall negotiate with any new service provider with the intent of ensuring that no EMPLOYEE affected by such decision is placed in a worse position with respect to wages, benefits, working conditions, and the rules governing working conditions, than existed prior to the date on which the EMPLOYEE was affected.

The City shall ensure that any remaining positions needed to maintain, operate, monitor, test, or control existing or modified operations shall be staffed by current wastewater treatment personnel.

The City and the Union shall continue to meet and confer throughout the life of this contract regarding the discontinuance, consolidation, or reduction in the scope of operations as it impacts existing EMPLOYEES.

22.00 RESERVED

23.00 FULL UNDERSTANDING

This Agreement contains all the covenants, stipulations, and provisions agreed to by the parties. It is understood that all terms relating to EMPLOYEE wages, hours and other terms and conditions of employment not covered by this Agreement shall remain the same for the term of this Agreement. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Agreement.

24.00 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective upon the approval by the City Council and the Union and shall remain in full force and effect from July 1, 2011 through June 30, 2014.

25.00 GRIEVANCE PROCEDURE

25.01 Introduction

The City and the Union recognize early settlement of grievances is essential to sound labor relations. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved worker and/or his representative are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

An employee shall have the right to present his/her own grievance or do so through a representative of the Union. A Union steward and grievant shall be paid release time for grievance arbitrations. Witnesses shall be on paid release time during the time spent testifying. If a grievant is represented by himself/herself, the Union retains the right to be present at every formal stage of the process as an observer. No grievance settlement may be made in violation of this contract nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union.

25.02 Grievance Defined

A grievance is any alleged violation, misinterpretation or misapplication of the provisions of the City of Scotts Valley Personnel Rules and Regulations or Memorandum of Understanding, except the following:

- A. Employee performance evaluations including deferral of merit or pay increases;
- B. Written reprimands;
- C. Policy decisions of the City Council not related to wages, hours, and/or working conditions;
- D. Matters for which there is a separate appeal including disciplinary action;
- E. Challenge to a reclassification, layoff, transfer or denial of reinstatement unless related to an interpretation of the Personnel Rules and Regulations or Memorandum of Understanding.

25.03 Informal Grievance Procedure

Before filing a formal grievance, an EMPLOYEE shall first attempt to resolve the grievance through informal discussion with his/her immediate supervisor. The EMPLOYEE shall initiate a request for the meeting within fifteen work days of the alleged action, incident or decision generating the grievance. Meetings shall be scheduled in advance, with the EMPLOYEE stating the nature of the grievance and that he/she is initiating the grievance procedure when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

25.04 Formal Grievance Procedures

25.04.01 Step 1

If an EMPLOYEE has failed to reach resolution through the informal grievance procedure, the EMPLOYEE or Union may file in writing a formal Step 1 grievance with the Department Head. The grievance shall be filed with the Department Head within 10 work days following the scheduled informal grievance meeting with employee's immediate supervisor.

Form of the Grievance

The grievance shall state the following:

- A. Name of the grievant.
- B. A brief statement of the date, time and place of the occurrence of the incident(s) and the facts underlying the incident.
- C. The specific section of the Memorandum of Understanding or Personnel Rules and Regulation allegedly misinterpreted or misapplied.
- D. The steps taken by the grievant to secure informal resolution.
- E. The corrective action the grievant is seeking.
- F. The name, if any, of the agent chosen by the grievant to represent grievant's interest.

Investigation

Upon receipt of a grievance, the Department Head shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor.

Upon completion of the investigation, the Department Head shall prepare a written decision within 20 work days of receipt of the Step 1 filing.

25.04.02. Step 2

If an EMPLOYEE has failed to reach resolution through Step 1 of the grievance procedure, the EMPLOYEE or Union may file a formal Step 2 grievance with the Personnel Officer. The grievance shall be filed within 15 work days following the Employee's/Union's receipt of the Step 1 response.

Upon receipt of a grievance, the Personnel Officer shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor and department head.

The Personnel Officer shall prepare a written decision within 20 work days of receipt of the Step 2 filing.

25.05 Appeal to Hearing Officer

25.05.01 Time for Filing an Appeal

If a grievance is not resolved satisfactorily at Step 2 the Union may, within 10 work days from receipt of the Personnel Officer's decision, file a written notice of appeal of the grievance to a hearing officer. The notice of request for an appeal shall be filed in writing with the Personnel Officer.

25.05.02 Optional Mediation

The timelines in this section may be held in abeyance if the parties have mutually agreed the grievance lends itself to non-binding mediation. In that instance, a mediator shall be requested from the California State Mediation and Conciliation Service. If mediation does not satisfactorily resolve the matter the Union may, within 5 work days of receipt of the mediator's recommendation, file a written request to resume the hearing officer process with the Personnel Officer.

25.05.03 Selection of Hearing Officer

The parties shall request a Hearing Officer from the State Mediation and Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer. Within five (5) work days of receipt of the list, the parties shall alternately strike names from such list, with the last remaining name to be the person serving as the hearing officer. The party having first choice to strike a name from the list shall be determined by coin toss.

25.05.04 Hearing and Decision

The Hearing Officer shall hold a hearing, receive evidence and prepare written findings supporting its decision. All efforts shall be made to schedule the hearing within 30 days of the notice of appeal. At the request of either party, the hearing shall be recorded, but not transcribed. Should any party desire a transcript they shall bear the expense of the transcript preparation and shall provide a copy to the other side for no fee.

Upon mutual agreement, the City and the Union may submit briefs to the hearing officer in lieu of a hearing.

The hearing officer's expenses, if any, shall be borne equally by the Union and the City. Each party shall bear the cost of its own presentation.

25.05.05 Evidence

Parties may furnish relevant evidence to the Hearing Officer. Relevant evidence shall be of the sort that a reasonable person would rely upon in the understanding of the rule, regulations or agreement that is the subject of the grievance. Formal rules of evidence do not apply.

25.05.06 Findings

The Hearing Officer shall prepare written findings of fact and recommended resolution of the grievance, specifying the appropriate remedy, if any, as soon as possible after conclusion of the hearing and send those findings to the City Clerk who shall forward the decision to the City Council, the City Manager and to any other official from whose action the appeal was taken, and to the Union.

25.05.07 Finality

The decision of the Hearing Officer is final unless it is appealed to the City Council under subsection 5 below.

25.05.08 Scope of Authority of Hearing Officer

The Hearing Officer shall review all evidence presented and render an impartial decision regarding the grievance. The hearing shall be confined to the interpretation of the explicit section of the Memorandum of Understanding or Personnel Rules and Regulations allegedly misinterpreted or misapplied. The Hearing Officer shall have no authority to add, detract, alter, amend, or in any way modify any provision of the Memorandum of Understanding or Personnel Rules and Regulations.

25.06 Review by City Council

25.06.01 Request for Review

If the City or Union is dissatisfied with the decision of the Hearing Officer, either the City or Union may request a review by the City Council by filing a written request with the City Clerk within 5 work days after receipt of the Hearing Officer's written decision.

25.06.02 City Council Review

If a request is filed, the City Council shall review the Hearing Officer's decision.

25.06.02.1 Time for Review

The City Council shall review the decision within 30 days after receiving the request for review.

25.06.02.2 Scope of Review

The City Council shall review only the written findings and recommendation of the Hearing Officer and the documents presented at that hearing, which shall include the grievance and the City's responses thereto. The City Council may not conduct a new hearing or receive evidence not part of the record of the Hearing Officer.

25.06.02.3 Manner of Review

After reviewing the finding and recommendation of the Hearing Officer and the documents presented at that hearing the City Council shall meet to discuss the matter and make its decision. The meeting shall be open to the public unless it qualifies as a closed session under the Brown Act (Gov. Code sections 54940 et seq.)

25.06.02.4 Decision

The City Council shall render its decision in writing. The decision of the City Council is final.

Signed:

City of Scotts Valley	Scotts Valley Municipal Employees, SEIU Local 521
Dene Bustichi, Mayor	Jesse Williams
Stephen H. Ando, City Manger	Rhonda Lieb
Approved as to Form:	
Kirsten Powell, City Attorney	Kimarie Jones
	Carlos Flores

EXHIBIT A - CLASSIFICATIONS

Accountant I
Accounting Assistant
Accounting Technician
Administrative Secretary I
Administrative Secretary II
Administrative Secretary III
Administrative Secretary/Analyst (non confidential)
Administrative Secretary/Planning Aide
Assistant Civil Engineer
Assistant Planner
Associate Planner
Building Inspector
Building Permit Technician
Chief Mechanic
Chief Wastewater Plant Operator
Code Enforcement Officer
Community Services Officer/Training Coordinator
Engineering Aide
Engineering Associate
Engineering Technician
Equipment Mechanic
Facilities Maintenance Specialist
Juvenile Community Services Officer
Lab Analyst
Laborer
Maintenance Supervisor
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Network Systems Specialist
Office Assistant
Planning/Economic Development Specialist
Public Works Inspector
Public Works Inspector/Technician
Recreation Coordinator
Recreation Leader/Head Teacher
Recreation Specialist
Secretary I
Secretary II
Senior Accounting Technician
Senior Accounting/Human Resources Technician
Sr. Accounting Technician/Project Coordinator
Senior Building Inspector
Senior Building Inspector/Code Enforcement Officer

Senior Building Permit Technician
Senior Center Coordinator
Senior Lab Technician/Industrial Waste Inspector
Senior Public Works Inspector
Senior Recreation Leader/Head Teacher
Senior Recreation Leader/Site Director
Senior Recreation Specialist
Senior Wastewater Laboratory Analyst
Wastewater Operator I
Wastewater Operator II
Wastewater Plant/Operator-In-Training

EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant I	3,911	4,107	4,312	4,528	4,754	4,992	5,242
Accounting Assistant	2,800	2,940	3,087	3,241	3,403	3,573	3,752
Accounting Technician	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Administrative Secretary I	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Administrative Secretary II	3,452	3,625	3,806	3,996	4,196	4,406	4,626
Administrative Secretary III	3,711	3,897	4,092	4,297	4,512	4,738	4,975
Administrative Secretary/Analyst	3,899	4,094	4,299	4,514	4,740	4,977	5,226
Administrative Secretary/ Planning Aide	3,815	4,006	4,206	4,416	4,637	4,869	5,112
Assistant Civil Engineer	4,923	5,169	5,427	5,698	5,983	6,282	6,596
Assistant Planner	3,925	4,121	4,327	4,543	4,770	5,009	5,259
Associate Planner	4,319	4,535	4,762	5,000	5,250	5,513	5,789
Building Inspector	4,125	4,331	4,548	4,775	5,014	5,265	5,528
Building Permit Technician	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Chief Mechanic	3,730	3,917	4,113	4,319	4,535	4,762	5,000
Chief Wastewater Plant Operator	4,443	4,665	4,898	5,143	5,400	5,670	5,954
Code Enforcement Officer	3,803	3,993	4,193	4,403	4,623	4,854	5,097
Community Services Officer/ Training Coordinator	2,598	2,728	2,864	3,007	3,157	3,315	3,481
Engineering Aide	3,076	3,230	3,392	3,562	3,740	3,927	4,123
Engineering Associate	4,373	4,592	4,822	5,063	5,316	5,582	5,861

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EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Engineering Technician	3,733	3,920	4,116	4,322	4,538	4,765	5,003
Equipment Mechanic	3,234	3,396	3,566	3,744	3,931	4,128	4,334
Facilities Maintenance Specialist	3,505	3,680	3,864	4,057	4,260	4,473	4,697
Juvenile Community Services Officer	2,678	2,812	2,953	3,101	3,256	3,419	3,590
Lab Analyst	3,759	3,947	4,144	4,351	4,569	4,797	5,037
Laborer	2,662	2,795	2,935	3,082	3,236	3,398	3,568
Maintenance Supervisor	4,072	4,276	4,490	4,715	4,951	5,199	5,459
Maintenance Worker I	2,796	2,936	3,083	3,237	3,399	3,569	3,747
Maintenance Worker II	3,149	3,306	3,471	3,645	3,827	4,018	4,219
Maintenance Worker III	3,566	3,744	3,931	4,128	4,334	4,551	4,779
Network Systems Specialist	4,003	4,203	4,413	4,634	4,866	5,109	5,364
Office Assistant	2,461	2,584	2,713	2,849	2,991	3,141	3,298
Planning/Economic Development Specialist	3,925	4,121	4,327	4,543	4,770	5,009	5,259
Public Works Inspector	4,108	4,313	4,529	4,755	4,993	5,243	5,505
Public Works Inspector/ Technician	4,097	4,302	4,517	4,743	4,980	5,229	5,490
Recreation Coordinator	3,059	3,212	3,373	3,542	3,719	3,905	4,100
Recreation Leader/Head Teacher	1,973	2,072	2,176	2,285	2,399	2,519	2,645
Recreation Specialist	2,985	3,134	3,291	3,456	3,629	3,810	4,001

EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary I	2,776	2,915	3,061	3,214	3,375	3,544	3,721
Secretary II	3,004	3,154	3,312	3,478	3,652	3,835	4,027
Senior Accounting Technician	3,557	3,735	3,922	4,118	4,324	4,540	4,767
Senior Accounting / Human Resources Technician	3,678	3,862	4,055	4,258	4,471	4,695	4,930
Senior Accounting Technician/ Project Coordinator	3,557	3,735	3,922	4,118	4,324	4,540	4,767
Senior Building Inspector	4,596	4,826	5,067	5,320	5,586	5,865	6,158
Senior Building Inspector/ Code Enforcement Officer	4,596	4,826	5,067	5,320	5,586	5,865	6,158
Senior Building Permit Technician	3,599	3,779	3,968	4,166	4,374	4,593	4,823
Senior Center Coordinator	2,114	2,220	2,331	2,448	2,570	2,699	2,834
Senior Lab Technician/ Industrial Waste Inspector	4,109	4,314	4,530	4,757	4,995	5,245	5,507
Senior Public Works Inspector	4,692	4,927	5,173	5,432	5,704	5,989	6,288
Senior Recreation Leader/ Head Teacher	2,364	2,482	2,606	2,736	2,873	3,017	3,168
Senior Recreation Leader/ Site Director	2,785	2,924	3,070	3,224	3,385	3,554	3,732
Senior Recreation Specialist	3,776	3,965	4,163	4,371	4,590	4,820	5,061
Senior Wastewater Lab Analyst	4,109	4,314	4,530	4,757	4,995	5,245	5,507
Wastewater Plant Operator-in-Training	3,072	3,226	3,387	3,556	3,734	3,921	4,117
Wastewater Plant Operator I	3,520	3,696	3,881	4,075	4,279	4,493	4,718

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EXHIBIT B

**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION**

**SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-----	-----	-----	-----	-----	-----	-----	-----
Wastewater Plant Operator II	3,869	4,062	4,265	4,478	4,702	4,937	5,184

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant I	3,931	4,128	4,334	4,551	4,779	5,018	5,269
Accounting Assistant	2,814	2,955	3,103	3,258	3,421	3,592	3,772
Accounting Technician	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Administrative Secretary I	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Administrative Secretary II	3,469	3,642	3,824	4,015	4,216	4,427	4,648
Administrative Secretary III	3,730	3,917	4,113	4,319	4,535	4,762	5,000
Administrative Secretary/Analyst	3,918	4,114	4,320	4,536	4,763	5,001	5,251
Administrative Secretary/ Planning Aide	3,834	4,026	4,227	4,438	4,660	4,893	5,138
Assistant Civil Engineer	4,948	5,195	5,455	5,728	6,014	6,315	6,631
Assistant Planner	3,945	4,142	4,349	4,566	4,794	5,034	5,286
Associate Planner	4,341	4,558	4,786	5,025	5,276	5,540	5,817
Building Inspector	4,146	4,353	4,571	4,800	5,040	5,292	5,557
Building Permit Technician	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Chief Mechanic	3,749	3,936	4,133	4,340	4,557	4,785	5,024
Chief Wastewater Plant Operator	4,465	4,688	4,922	5,168	5,426	5,697	5,982
Code Enforcement Officer	3,822	4,013	4,214	4,425	4,646	4,878	5,122
Community Services Officer/ Training Coordinator	2,611	2,742	2,879	3,023	3,174	3,333	3,500
Engineering Aide	3,091	3,246	3,408	3,578	3,757	3,945	4,142
Engineering Associate	4,395	4,615	4,846	5,088	5,342	5,609	5,889

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Engineering Technician	3,752	3,940	4,137	4,344	4,561	4,789	5,028
Equipment Mechanic	3,250	3,413	3,584	3,763	3,951	4,149	4,356
Facilities Maintenance Specialist	3,523	3,699	3,884	4,078	4,282	4,496	4,721
Juvenile Community Services Officer	2,691	2,826	2,967	3,115	3,271	3,435	3,607
Lab Analyst	3,778	3,967	4,165	4,373	4,592	4,822	5,063
Laborer	2,675	2,809	2,949	3,096	3,251	3,414	3,585
Maintenance Supervisor	4,092	4,297	4,512	4,738	4,975	5,224	5,485
Maintenance Worker I	2,810	2,951	3,099	3,254	3,417	3,588	3,767
Maintenance Worker II	3,165	3,323	3,489	3,663	3,846	4,038	4,240
Maintenance Worker III	3,584	3,763	3,951	4,149	4,356	4,574	4,803
Network Systems Specialist	4,023	4,224	4,435	4,657	4,890	5,135	5,392
Office Assistant	2,473	2,597	2,727	2,863	3,006	3,156	3,314
Planning/Economic Development Specialist	3,945	4,142	4,349	4,566	4,794	5,034	5,286
Public Works Inspector	4,129	4,335	4,552	4,780	5,019	5,270	5,534
Public Works Inspector/ Technician	4,117	4,323	4,539	4,766	5,004	5,254	5,517
Recreation Coordinator	3,074	3,228	3,389	3,558	3,736	3,923	4,119
Recreation Leader/Head Teacher	1,983	2,082	2,186	2,295	2,410	2,531	2,658
Recreation Specialist	3,000	3,150	3,308	3,473	3,647	3,829	4,020

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary I	2,790	2,930	3,077	3,231	3,393	3,563	3,741
Secretary II	3,019	3,170	3,329	3,495	3,670	3,854	4,047
Senior Accounting Technician	3,575	3,754	3,942	4,139	4,346	4,563	4,791
Senior Accounting / Human Resources Technician	3,696	3,881	4,075	4,279	4,493	4,718	4,954
Senior Accounting Technician/ Project Coordinator	3,575	3,754	3,942	4,139	4,346	4,563	4,791
Senior Building Inspector	4,619	4,850	5,093	5,348	5,615	5,896	6,191
Senior Building Inspector/ Code Enforcement Officer	4,619	4,850	5,093	5,348	5,615	5,896	6,191
Senior Building Permit Technician	3,617	3,798	3,988	4,187	4,396	4,616	4,847
Senior Center Coordinator	2,125	2,231	2,343	2,460	2,583	2,712	2,848
Senior Lab Technician/ Industrial Waste Inspector	4,130	4,337	4,554	4,782	5,021	5,272	5,536
Senior Public Works Inspector	4,715	4,951	5,199	5,459	5,732	6,019	6,320
Senior Recreation Leader/ Head Teacher	2,376	2,495	2,620	2,751	2,889	3,033	3,185
Senior Recreation Leader/ Site Director	2,799	2,939	3,086	3,240	3,402	3,572	3,751
Senior Recreation Specialist	3,795	3,985	4,184	4,393	4,613	4,844	5,086
Senior Wastewater Lab Analyst	4,130	4,337	4,554	4,782	5,021	5,272	5,536
Wastewater Plant Operator-in-Training	3,087	3,241	3,403	3,573	3,752	3,940	4,137
Wastewater Plant Operator I	3,538	3,715	3,901	4,096	4,301	4,516	4,742

EXHIBIT C

**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION**

**SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-----	-----	-----	-----	-----	-----	-----	-----
Wastewater Plant Operator II	3,888	4,082	4,286	4,500	4,725	4,961	5,209

MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY MUNICIPAL EMPLOYEES, SEIU LOCAL 521
July 1, 20145 – June 30, 20157

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MEMORANDUM OF UNDERSTANDING
between
CITY OF SCOTTS VALLEY
and
SCOTTS VALLEY MUNICIPAL EMPLOYEES SEIU, LOCAL 521

JULY 1, 201~~4~~5 -JUNE 30, 201~~5~~7

1.00 PREAMBLE

The Memorandum of Understanding between City of Scotts Valley and Scotts Valley Municipal Employees SEIU Local 521 ("Agreement") is entered into and by the City of Scotts Valley (hereafter referred to as the "City") and the Scotts Valley Municipal Employees, SEIU Local 521 CTW-CLC (hereafter referred to as the "Union"). "EMPLOYEE" defined for the purpose of this agreement shall mean an EMPLOYEE assigned to a classification within the Scotts Valley Municipal Employees Unit, SEIU Local 521 as delineated in Appendix A.

The City and the Union (occasionally referred to herein as "Parties") have met and conferred in good faith through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment for the period of July 1, 201~~4~~5 through June 30, 201~~5~~7.

This contract is subject to Sections 3500-3510 of the Government Code of the State of California and Resolution No. 680.7 (Personnel Rules and Regulations), of the City of Scotts Valley. In the event of conflict between this contract and City Resolution No. 680.7, this contract shall prevail.

Any past practices, policies or agreements not specifically addressed in this Memorandum of Understanding shall continue to apply in full force and effect.

The parties will begin negotiations for a successor agreement no later than April 1, 201~~5~~7.

The City agrees that, if during the term of this MOU, the Management or Mid-Management organization is given a general salary increase or other economic enhancement then the parties will reopen negotiation on more favorable economic terms for the SEIU employees.

2.00 RECOGNITION

Pursuant to Sections 3500-3510 of the Government Code of the State of California, the City recognized Service Employees International Union, Local 521 as the exclusive bargaining representative of the Scotts Valley Municipal Employees Unit consisting of all regular full time EMPLOYEES and regular part-time (1040 hours per year or more) EMPLOYEES listed in the representational unit, except those limited by State or Municipal Codes.

3.00 NO DISCRIMINATION

There shall be no discrimination because of a person's political, religious or Union affiliation or belief, non-affiliation or non-belief, race, color, age, sex, national origin, disability, medical condition, genetic characteristic, martial or military status, or sexual orientation.

4.00 RELATIONSHIP AFFIRMATION

The Union recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of Scotts Valley, consistent with its obligations to the workers it represents. The City and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered.

5.00 AGENCY SHOP

Each employee in the bargaining unit shall contribute to the cost of administration of this Memorandum of Understanding by the Union and for the representation of workers in the bargaining unit by the Union. As a condition of continued employment, all employees shall pay either Union membership dues or an equivalent service fee. Such payments shall be made by payroll deduction only.

New employees shall authorize a payroll deduction either for Union membership dues or an equivalent service fee within thirty days from the date of hire; provided however, any employee subject to this section who is a member of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting an employee organization shall upon verification of active membership in such religion, body or sect, satisfactory to the Union, be permitted to make charitable contribution equal to Union dues to a non-religious, non-labor charitable fund exempt from taxation under IRS Code 501(c)3. Such contribution shall be by regular payroll deduction only.

5.01 Deductions

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions from the monthly pay of employees.

The service fee shall be automatically deducted for those employees who fail to comply with the agency shop provision within the time limits prescribed. The City shall remit such amount to the Union in a timely manner, with the exception of charitable contributions which shall be remitted to the Santa Cruz Chapter of the American Red Cross, the Santa Cruz Society for the Prevention of Cruelty to Animals, United Way or the Santa Cruz Community Action Board, at the choice of the employee.

The Union shall indemnify and hold City harmless from any and all claims, demands, suits or any other action arising from its deductions for dues, insurance, or benefit programs of the Union.

The City shall provide the Union monthly with the names and addresses of all workers within the representation unit. Such lists shall be provided without cost to the Union. All information, including dues payments, shall be recorded on computer disk and provided to the Union once a month, as soon as practical. Addresses shall not be supplied of those workers who request the City in writing not to provide such information. A copy of such request shall be forwarded to the Union. The City shall provide the Union a copy of bargaining unit member status every other payroll period.

5.02 Vote to Rescind Agency Shop Provision

a. A request for such a vote is supported by a petition submitted to the City's Employee Relations Officer (City Manager) containing the signatures of at least 30% of the EMPLOYEES in the unit covered by Section 5.00. An EMPLOYEE signature will be counted only if the EMPLOYEE is in paid status at the time the petition is submitted and the signature is dated within the ninety (90) day period prior to the submission of the petition.

b. The vote is by secret ballot of employees in paid status on the 1st day of the pay period preceding the election.

c. Such vote may be taken at any time during the term of this Memorandum of Understanding, but in no event shall there be more than one vote taken during such term. The vote shall be conducted by the California State Mediation & Conciliation Service and is at no cost.

5.03 C.O.P.E. Deduction

The City agrees to the establishment of a payroll deduction program for voluntary EMPLOYEE contributions to the Committee on Political Education (C.O.P.E.) subject to the following conditions:

a. Voluntary deductions for C.O.P.E. shall be withheld only if the EMPLOYEE so authorizes in writing on a form provided by the Union and approved by the City.

b. Payroll deductions shall commence on the second pay period after the authorization is received by the City.

c. EMPLOYEES may sign up, change the amount of their contributions or discontinue their contributions at any time.

d. Charges by the City for the cost of administration of the program shall be paid for by the Union.

e. The Union shall indemnify, defend and hold the City, its officers and EMPLOYEES harmless against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the City under the provisions of this section.

5.04 Bulletin Boards

The Union shall be provided use of adequate and accessible space on bulletin boards for communications at the following locations: City Hall, Wastewater Treatment Plant, Corporation Yard, Recreation offices, and any new work sites agreed upon by the City and Union.

5.05 Relevant Materials

The Union shall have the right to review at reasonable times and receive upon request, without cost, copies of any and all current materials prepared, excluding privileged information, relating to wages, hours, and other terms and conditions of employment, which are relevant for SEIU to fulfill its duties and obligations as the exclusive representative of unit EMPLOYEES covered by this contract. The Union shall be given reasonable notice and given the opportunity to meet and confer with the City management prior to the adoption of a written ordinance, rule, resolution or policy related to the scope of representation. Reasonable notice shall be considered to be ten (10) working days.

5.06 Visits By Union Representative

Representatives of the Union shall be permitted access to City facilities for the purpose of contacting members concerning Union business upon notifying the site administrator. Contact with workers will not interfere with the work of the department. Access shall be restricted to non-working hours, except lunch and break periods and for the processing and investigation of grievances and disciplinary appeals.

5.07 Stewards

The Union shall designate shop stewards. The Union shall be allowed one steward for each job site. The Union will notify the City of the names and department of the elected stewards and alternate stewards within thirty (30) days of ratification of this Agreement

and will provide periodic listings of these stewards and alternates. Stewards shall be allowed a reasonable amount of paid release time for the purpose of processing and investigating grievances and disciplinary appeals as long as there is no disruption of work. Stewards and Union Officers shall not conduct Union business on City time except for the above purpose or where mutually agreed upon by the Union and City. Stewards must first obtain permission from their supervisor before leaving their work or work location. Permission will not be unreasonably denied.

Shop stewards shall be provided four (4) hours paid release time each calendar year for the purpose of training on the MOU and its application. Such release time shall be approved in advance by the shop steward's supervisor.

5.08 Union Negotiators Release Time

Union negotiators shall have the right to receive reasonable periods of release time without loss of compensation for meeting and negotiating or meeting and conferring with representatives of the City. The amount of such release time shall be by mutual agreement.

5.08.01 Negotiating Team

Union's negotiating team shall be comprised of the Union's Field Representative and up to five (5) EMPLOYEES including an alternate.

5.09 Notification of Union Coverage

When a person is hired in any classification represented by the Union, the City will notify that person that SEIU Local 521 is the recognized bargaining representative for the workers in said unit. A shop steward or Union representative will have time during new employee orientation to meet with each new employee during work time to provide that person with a copy of the current contract.

5.10 Memorandum of Understanding - Printing and Distribution

The Union will print copies of this Memorandum of Understanding and provide 20 copies to the City.

5.11 Contracting Out

The City will notify the Union in writing at least thirty (30) days in advance if it intends to contract out work currently performed by EMPLOYEES within the unit. No bargaining unit member will be laid off as a result of contracting out. Upon request, the City will meet with the Union to explain the reason to contract out and to solicit Union views on the proposal. City will make reasonable efforts to avoid the elimination of bargaining unit EMPLOYEES on the payroll. The City retains the right to contract out work. Exempt from this provision is the filling of temporarily vacant positions with anticipated vacancies of less than 30 calendar days created by an illness, injury, termination or vacation.

6.00 MANAGEMENT RIGHTS

The City reserves all rights with respect to matters of general legislative and managerial policy including, among others, the exclusive right to determine the mission of its constituent departments, divisions, commissions and boards; set standards of service; determine the procedures and standards for recruitment and selection of EMPLOYEES within the law; direct its EMPLOYEES; take disciplinary action; relieve its EMPLOYEES of duties because of lack of work or for other good reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations will be conducted; require overtime; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; and to develop positive and productive employer/EMPLOYEE relationships. These rights shall not be limited except as specified in this agreement.

7.00 PERSONNEL RULES/ACTIONS

7.01 Personnel Rule Revision

It is the City's intent, subject to meeting and conferring with the Union on the proposed changes, to review and where appropriate revise its Personnel Rules and Regulations.

7.02 Probationary Period

The probationary period for newly hired EMPLOYEES shall be twelve (12) months. The probationary period for promoted EMPLOYEES shall be six (6) months. During the six (6) months probation period for promoted EMPLOYEES, the EMPLOYEE has the right to return to his/her former classification.

7.03 Seniority

Seniority shall be defined as paid hours of continuous service, exclusive of overtime. City will consider, in the recruitment process, qualified existing EMPLOYEES for the filling of vacancies.

Notice of all job vacancies that are open to the public must be posted on the union bulletin board for a period of five (5) business days prior to the final filing date of any position so that qualified EMPLOYEES may have an opportunity to apply and be considered for the position.

7.04 Performance Evaluation

A uniform system of appraisal shall apply to all performance evaluation reports. The system utilized shall insure that each employee is evaluated only upon factors which bear directly upon job performance. These factors may include, but need not be limited to: quantity and quality of work; initiative and judgment demonstrated; conduct; and

attendance. In addition to ratings based upon individual factors such as those named above, a final rating shall represent an aggregate, overall rating of the employee's performance during the rating period. The primary purpose of the evaluation report is to provide both the employee and departmental management with a current assessment of the individual's development. These performance ratings shall also be utilized for: (1) Determining fitness for appointment to permanent status; (2) Determining advancement to higher steps in the salary range; (3) As a guide in awarding promotions; (4) As a record in matters involving disciplinary action; (5) As the determining factor in effecting layoffs where seniority is equal among two or more employees; and (6) Determining eligibility for reinstatement.

Performance evaluations shall be presented in an evaluation conference with the immediate supervisor and employee, unless the employee is unavailable due to extended leave, in which case it will be mailed to the employee, according to the following schedule: (1) Upon completion of probation; and (2) On the employee's annual pay anniversary date. Each employee's supervisor is responsible for evaluating the employee's performance in writing and presenting the evaluation to the employee within 60 calendar days of the performance evaluation due date. Any evaluation not presented within 60 calendar days of the due date will automatically result in an "Effective - Meet Standards" evaluation. If a step increase is based upon the evaluation and the evaluation is not presented within 60 calendar days of the due date, the evaluation will automatically result in an "Effective - Meets Standards" overall evaluation and the date of the step increase shall be that of the evaluation due date. Supervisors shall document and communicate factors which bear negatively upon an employee's job performance during the evaluation period. Supervisors shall attach any documentation which supports negative evaluation ratings in the evaluation. No negative performance evaluation will be arbitrary or capricious. All evaluation reports must be completed by the employee's immediate supervisor, reviewed by the next higher-level supervisor and approved by the department head. Following review and approval of the report, a copy shall be made available to the employee and discussed with him/her by the immediate supervisor and such other managers whose participation would be appropriate and beneficial to the discussion. Upon review with the employees, the final report shall be submitted to the City Manager for signature, with a copy to be retained in the employee's personnel file. Employees may choose to appeal a performance evaluation to the department head within ten (10) working days whenever an evaluation includes ratings that are listed as either "unsatisfactory" or "needs improvement." Employees may formally enter a response to the evaluation in their personnel file. Any unsatisfactory areas in an employee's evaluation shall have attached reasons stated by the rater in the commentary section, shall have all previous written documentation that was given to the employee attached, and shall include specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made, including identification of any necessary training or specific work skill improvement which is necessary for the employee to achieve a satisfactory employment rating in the future. If a step increase is denied the employee shall be reevaluated at ninety day intervals for performance improvement to determine if performance has improved warranting a step increase.

Employee shall have access, upon request, to their personnel file.

8.00 CLASSIFICATION

8.01 Reclassifications - General

The City retains the right to classify and/or reclassify positions. The City will notify the Union of the creation or abolition of any classification represented by Union and, upon request, meet and confer regarding the salaries attached to positions and/or the effect of changes on promotional opportunities.

8.02 Reclassification Probationary Period

Reclassified EMPLOYEES shall not be subject to a probationary period.

8.03 Self-Initiated Reclassification Studies

Individual EMPLOYEES, or groups of EMPLOYEES within the same classification who believe they are regularly assigned work beyond the scope of their classification, or the Union representative on their behalf, may submit written requests for classification studies of their positions to the Personnel Officer during the month of February.

This request will be accompanied by a position description form. The Department Head shall offer assistance to Employees on completion of the form.

The Personnel Officer will send a reminder notice on reclassification in January to all EMPLOYEES in the bargaining unit.

The reclassification request must specifically identify the duties and responsibilities which the EMPLOYEE(S) believe are not within their present classification.

By March 8, the Personnel Officer will forward reclassification requests to the affected department heads for their review and approval for study.

If a request is approved, the Department Head will, no later than March 31, ask the Personnel Officer to conduct a classification study by an outside consultant. If a request is denied, the Department Head shall provide a written response to the employee stating the reasons for denial, and if requested, the Department Head will meet with the EMPLOYEE and his/her representative to review the decision.

Reclassification studies shall be completed no later than May 1, and any increases in compensation shall be effective July 1 of the current year. All employees for whom a reclassification study was completed, shall receive a copy of the study of his/her position, with a copy sent to the Union.

8.04 Classifications (Wastewater)

A Wastewater Plant Operator-In-Training who obtains a Grade I State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator I. A Wastewater Plant Operator I who obtains a Grade II State Certificate and is satisfactorily performing his duties will be classified as a Wastewater Plant Operator II. A Wastewater Plant Operator II who obtains a Grade III State Certificate and is satisfactorily performing the duties will receive a merit step increase if the member is currently at step 4 or below on the salary schedule.

9.00 HOURS OF WORK

9.01 The Standard Work Day and Work Week

The standard work day shall be eight (8) hours which includes any combination of accrued vacation, sick leave, holiday, overtime and/or compensated time taken. Any hours over that shall be considered overtime and payable at a rate of one and one-half (1.5) times the regular rate of pay. Scheduling of work and overtime shall be approved in advance by the department head for all EMPLOYEES.

Unless an agreement is made between the City and the Employee to the contrary, the standard work week for full time workers shall consist of five (5) consecutive days of eight (8) hours per day with two consecutive days off within the work week, except for Wastewater Treatment Plant personnel. Wastewater Treatment Plant personnel who are designated as Duty Operator may be scheduled to work shifts of four (4) hours or less per day on weekends. All EMPLOYEES shall be assigned to work shifts with scheduled starting and quitting time. Should conditions necessitate a change in the regular shift of worker(s), the City will notify the worker in writing at least five (5) working days in advance, unless the schedule is mutually approved by the Department Head and worker. This section shall not preclude the City's right to effect changes necessitated by emergency situations as determined by the City's Emergency Services Director.

9.01.01 Special Schedules

EMPLOYEES may request that their department head consider special scheduling of their work. Examples of special schedules include flex-time, job sharing and voluntarily reduced work hours. An alternative work week of four (4) consecutive days of ten (10) hours per day may be established by mutual agreement of the City and the Union, in which case any hours worked after ten (10) hours in a day or forty (40) hours in a week shall be considered overtime. The supervisor and department head may give special consideration to such requests within the existing law and policy, but are not obligated to change an EMPLOYEE'S schedule. All such special schedules require prior written approval of the Department Head and the Employee.

9.02 Lunch Periods

All EMPLOYEES shall be entitled to an uninterrupted unpaid lunch period at or about the mid-point of their work day. The length of time for such period shall be no longer than one (1) nor less than one-half (.5) hour.

9.03 Rest Periods

All EMPLOYEES are permitted to take rest periods which insofar as practical shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours or major fraction thereof. Rest periods on evening or special shifts or in unique locations may be scheduled to the mutual convenience of EMPLOYEES and supervisors.

9.04 Cleanup

All EMPLOYEES who work with dirty, contaminated and/or poisonous materials shall be allowed reasonable time for cleanup prior to their lunch period and the end of their shift. City will construct a shower facility at the Public Works Yard for use by EMPLOYEES during the last fifteen minutes of a work shift.

9.05 Video Display Terminal/Cathode-Ray Tube (VDT/CRT)

At the discretion of their supervisor, VDT/CRT operators may be provided reasonable breaks (including assignment to non-VDT/CRT) from VDT/CRT. In general, at least a fifteen-minute break shall be provided for each two hours worked. Regular rest breaks pursuant to Section 8.03 may be utilized to satisfy the requirements of this Section.

9.06 Compensatory Time Off (CTO)

The maximum accrual of CTO shall be eighty (80) hours. Overtime not eligible for additional compensatory time off shall be paid at one and one-half (1.5) times the rate of pay. EMPLOYEES with over eighty (80) hours accrued CTO shall not accrue additional CTO until their CTO balance falls below eighty (80) hours. The choice of CTO or paid overtime shall be the EMPLOYEE'S. All CTO shall be granted in advance by the department head. In addition to the maximum amount of CTO an EMPLOYEE may use under this section, the department shall allow each EMPLOYEE to use an unlimited amount of his/her remaining accumulative CTO. It is the goal of the City and the Union to eliminate, by the end of this contract period, each accumulated total beyond the amount allowable under this section. No EMPLOYEE shall lose any amount of the accumulated CTO beyond the maximum allowable under the terms of this section if he/she is unable to use it.

10.00 COMPENSATION

10.01 Salary Ranges

~~The salary range for each classification in the unit shall remain unchanged for the first year of this agreement.~~ Effective August 29, 2015, the salary range for each classification in the unit will receive a one and one-half percent (1.5%) salary increase, as reflected on Exhibit B. Effective the first full pay period in July 2016, the salary range for each classification in the unit will receive a one-half (0.5%) salary increase as reflected on Exhibit C.

In addition to the salary above, each permanent member in the SEIU shall receive a one-time bonus if the following condition is met. Should the City's actual sales tax revenue be greater than the budgeted amount during Fiscal Year 2015-2016, the difference between the budgeted sales tax revenues and the actual tax revenues shall be split 50% to the City, and the remainder shall be divided equally by the total number of permanent City employees (prorated for part-time employees). This amount shall then be multiplied by the number of employees in the SEIU ("Bonus"). The Bonus shall be a one-time payment to employees based on full-time status in the SEIU to be paid no later than the first pay period in November 2016. In the event no Bonus is paid, the parties agree to a reopener on salary only by December 31, 2016.

10.02 Salary Studies

Commencing July 1, 201~~4~~⁵, no later than June 30 of each year the parties shall agree on three job classes whose total compensation (wages, retirement, longevity and medical benefits) will be surveyed. The surveys shall be completed no later than January 31 and provided to the Union upon completion. For purposes of the survey, the City of Santa Cruz, County of Santa Cruz, City of Watsonville, City of Capitola, and City of Scotts Valley shall be included.

10.03 Longevity

The City agrees that all members who have fifteen (15) years of continuous service will receive a 5% pay increase.

10.04 Promotions

The salary of employees who are appointed to a higher class shall be placed on the step in the salary range for the higher class which will provide an increase above the salary step in the lower class which is at least 5%.

10.05 Uniform Allowance

EMPLOYEEES in the Wastewater Plant and the Chief Mechanic (with the exception of parks and road maintenance personnel) who are required to wear

uniforms shall have the uniforms provided and cleaned by the City (shirts, pants, lab coats, mechanics' smocks). The City shall also supply one (1) jacket in September of each year and clean same a maximum of four (4) times per year.

On an annual basis, the City shall provide reimbursement for boots and uniforms for workers in Public Works upon the submission of receipts as follows:

Wastewater Treatment/Chief Mechanic/Senior Building Inspector/Code Enforcement Officer (boots and socks only):

Permanent Employees: \$500.00

Probationary Employees: \$175.00 on hire date; \$175.00 upon completion of 6 months of the one-year probationary period; at the completion of 12 months employment, the now permanent employee is entitled to the difference between the allowance already received and the maximum allowable benefit for the fiscal year for a permanent employee. At the start of the next fiscal year after the one-year probationary period, the now permanent employee is entitled to the uniform allowance as stated for permanent employees.

Parks & Road Maintenance: for boots, socks, pants and shorts (of medium length):
Permanent Employees: \$800.00

Probationary Employees: \$250.00 on hire date (boots only); \$250.00 upon completion of 6 months of the one-year probationary period; at the completion of 12 months of employment, the now permanent employee is entitled to the difference between the allowance already received and the maximum allowable benefit for the fiscal year for a permanent employee. At the start of the next fiscal year after the one-year probationary period, the now permanent employee is entitled to the uniform allowance as stated for permanent employees.

The cost of boot repair shall be the responsibility of the Employee. Public Works EMPLOYEES not entitled to compensation for steel-toed boots, and not required to wear steel-toed boots, are: non-field personnel, such as the Secretary, etc. The boots provided for the EMPLOYEE by the City are for the purpose of safety and are to be worn at all times while on the job. Failure to wear steel-toed safety boots shall be cause for disciplinary action. Wearing of City-provided boots while not on the job shall be cause of disciplinary action.

The City will allow the Wastewater Treatment Plant and the Chief Mechanic EMPLOYEES the option of wearing the denim and cotton instead of the polyester clothing currently provided, if there is no difference in cost.

10.05.01 Uniform - Parks and Road Maintenance

The City shall annually provide at no cost to the parks and road maintenance personnel the following uniform items of clothing: Ten (10) cotton t-shirts, seven (7) cotton sweatshirts, one cap, one jacket and one pair of rain boots. Parks and road maintenance employees shall be responsible for the cleaning of these clothing items, including shorts and pants.

10.06 Working Out of Classification Pay shall be as follows:

1. EMPLOYEES assigned to an "out of classification" position will receive acting pay within a range of a higher classification beginning the first day of assignment.
2. All working out of classification pay will be at the salary step of the higher classification that is an increase of at least 5%.
3. All assignments to an "out of classification" position shall be set forth in a Personnel Transaction Report form prior to the first day of assignment.

10.07 Standby Pay

10.07.01 Standby - General

Whenever emergency work is anticipated but does not warrant full time staffing, regular EMPLOYEES may be required to remain on standby (available by telephone) for emergency work.

Standby shifts shall be scheduled so that no standby shift is more than sixteen (16) hours per day for the maintenance division, twenty (20) hours per day for the wastewater division, nor more than seven (7) consecutive days.

Any EMPLOYEE who is required to remain on standby for emergency work shall be paid the equivalent of eight (8) hours straight time for each standby shift (all hours outside the EMPLOYEE'S regular work schedule, for seven (7) consecutive days) whether or not he/she is called to work. Said pay is compensation for the EMPLOYEE'S availability, not for hours worked. City Management will determine whether to provide City vehicles to members on a case-by-case basis.

10.07.02 Standby - Overtime

Whenever any EMPLOYEE is ordered to perform emergency work in excess of the normal working hours per day, whether or not he/she is on standby duty, he/she shall be paid for such work at the hourly equivalent of his/her monthly salary times one and one-half (1.5). This pay of one and one-half (1.5) times hourly equivalent shall be in addition to the eight (8) hours straight time standby pay for EMPLOYEES so assigned.

10.07.03 Standby- Emergency

For standby emergency work calls, EMPLOYEES shall be paid at one and one-half (1.5) times base rate for every hour worked for a minimum of two (2) hours pay.

10.07.04 Standby- Road Maintenance Personnel

Road maintenance personnel shall be assigned standby duty during the period commencing no later than December 15th and ending no sooner than March 15th of each calendar year. Such assignment shall be made on a weekly rotational basis, and shall be distributed equally from an established list of qualified volunteers.

The City reserves the right to assign standby duty in the event there are no volunteers, and at other times of the year as conditions necessitate.

10.08 Call-Back

The minimum payment for EMPLOYEES called back to work from their off-duty hours shall be four (4) hours at one and one-half (1.5) times their hourly rate, except if called back within two (2) hours of the start of his/her next scheduled shift, the EMPLOYEE shall receive two (2) hours pay at one and one-half (1.5) times his/her hourly rate. Time "called back" shall be defined as the time the EMPLOYEE is notified of the need to return to work.

10.09 Mileage

Mileage reimbursement rate for EMPLOYEES utilizing personal vehicles shall be the IRS rate.

10.10 Meal Allowance

City agrees, whenever the Emergency Operations Center is opened, or in other bona-fide emergencies, as determined by the City Manager, to either provide meals to EMPLOYEES working under emergency conditions, or to reimburse them upon submission of a receipt in accordance with Administrative Policy #5.

10.11 Night Meeting Pay

Clerical staff, except for the City Clerk, who attend meetings of the City Council or of any Board or Commission of the City Council, will receive \$28.00 for each meeting attended.

10.12 Cell Phone Reimbursement

EMPLOYEES who are required by their department head to use their personal cell phones for business will receive a \$20 per month cell phone stipend during that approved period. The City will not be responsible for cell phone replacement, damage or any other costs associated with the EMPLOYEE'S personal cell phone. A cell phone stipend participating form will be signed by each city employee and kept on file.

11.00 HEALTH AND WELFARE

11.01 PERS Medical Plan

11.01.01 Cafeteria Plan

The City will provide medical insurance through the Public Employees' Retirement System (PERS). The City's contribution towards medical coverage will be the minimum amount required by Government Code section 22825 for regular full-time employees. All employees who elect coverage in the PERS medical plan may choose any medical plan available.

The City will also make available a Flexible Benefit Plan (Cafeteria Plan). The cafeteria plan contribution rate shall be up to the PERS HMO rate minus the Government Code 22825 contribution. However, for employees choosing the PERS Choice Plan the City shall contribute the PERS Choice rate plus 50% of the difference between the PERS Choice and PERS HMO rates per month to be used towards the cafeteria plan.

The City shall also pay administrative fees and contingency reserve fund assessments, if any.

11.01.02 Optional Benefits

Employees may also elect the following optional benefits:

1. Medical reimbursement account
2. Dependent care assistance plan
3. AFLAC supplemental insurance
4. Deferred compensation
5. Taxable cash-out

Employees who wish to participate in the optional benefits in the plan, but do not have any surplus City-contributed cafeteria funds, can elect to make pre-tax deductions in an amount to cover the cost of the optional benefits.

11.01.03 Opt out of Medical Coverage

Employees may elect not to be covered by the PERS medical plan, provided they provide proof to the City of dual coverage from PERS or other medical coverage.

Employees who decline coverage will be eligible to receive the following amounts per month from the above-listed optional pre-tax benefits and/or a taxable cash-out benefit.

1. Employee eligible to enroll as employee plus one, but enrolls as employee only = \$100.
2. Employee eligible to enroll as employee plus two, but enrolls as employee plus one = \$100.
3. Employee eligible to enroll employee plus two, but enrolls employee only = \$150.

11.01.04 Part-Time Employees

Regular part-time employees working a minimum of twenty hours per week who do not accept paid medical insurance through his/her spouse shall be eligible to receive medical premiums and cafeteria plan contributions combined to equal to the rate for the Blue Shield HMO provided that the employee makes the following contribution:

1. Employees working between 20-29 hours/week = \$125/month.
2. Employees working between 30-39 hours/week = \$100/month.

Regular part-time employees working a minimum of 20 hours per week, who accept health care coverage through his/her spouse or other family member shall be eligible to receive health benefits on a pro-rated PERS Blue Shield HMO Plan basis given the ratio of their work schedule to full time work.

11.01.05 Dental and Vision Insurance

The City shall provide reimbursement for employees' and dependents' up to 26 years of age documented dental expenses, with the first \$200 in expenses 100% reimbursed, the next \$500 80% reimbursed, and the next \$1,000 in expenses 50% reimbursed up to a maximum of \$1,100 in City contribution each calendar year.

The City provides Vision Service Plan vision coverage.

11.01.06 Re-opener in the Event of Provider Change

In the event that no PERS HMO and/or no PERSChoice contract with one of the four major care providers in the area (Sutter, Dominican, Santa Cruz Medical Clinic or Physicians Medical Group) during the term of this MOU, the parties agree to re-open section 11.01.

11.01.07 Employee Retiree Medical Coverage Program

It is the purpose of the EMPLOYEES Retiree Medical Coverage program to provide for medical insurance compensation to retired EMPLOYEES in order to insure that these individuals, who have dedicated a number of years of service to the City of Scotts Valley, do not face an economic hardship at the time of retirement in paying for medical insurance coverage.

To be eligible for this benefit an EMPLOYEE:

1. Must have been employed with the City for ten (10) years or longer.
2. Shall retire from the City of Scotts Valley. Public safety persons shall be eligible for this benefit upon retiring at age 50 or older; all other EMPLOYEES shall be eligible upon retiring at age 55 or older. Retirement shall be defined as "retiring under the provisions of the PERS Retirement Plan."
3. The retired EMPLOYEE shall provide annual proof on the anniversary of retirement of current medical insurance coverage including the costs to the retiree. The retiree must notify the City if the medical insurance policy is cancelled. Failure to carry medical insurance or to notify the City of its cancellation will eliminate eligibility for this benefit. The retired must secure his/her own medical insurance coverage.

The medical benefit will be provided directly to the retiree at the following rates:

1. For EMPLOYEES who have served 10 to 15 years with the City: 100% of premiums to a maximum of 33% of the PERS-CARE plan premium level (benchmark plan); reduced to 16.5% at Medicare eligible age.
2. For EMPLOYEES who have served 15-20 years with the City: 100% of the premiums to a maximum of 50% of the PERS-CARE plan; reduced to 25% at Medicare eligible age.
3. For EMPLOYEES who have served over 20 years: 100% of premiums to a maximum of 67% of the PERS-CARE plan; reduced to 33.5% at Medicare eligible age.

The medical benefit will be provided to the retiree and their spouse. However, this benefit shall only be payable while the retiree is living, and shall not be payable to the spouse of the retiree after the retiree's death.

11.01.08 Part-Time Employees

Regular part-time EMPLOYEES shall be eligible to receive health benefits on a pro-rated premium basis given the ratio of their work schedule to full- time work, and subject to the minimum number of hours specified in the City's current health benefits plan.

11.02 Life Insurance

The City shall pay the premium for a \$50,000 life insurance plan and a \$50,000 Accidental Death and Dismemberment plan for all unit EMPLOYEES.

11.03 LTD

The City shall continue in effect and pay the full premium for a long term disability insurance program with minimum monthly benefit of 60% of salary to a maximum of \$6,000.

11.04 State Disability Insurance

EMPLOYEES shall be eligible for paid sick leave benefits in accordance with City rules. EMPLOYEES shall continue to pay the premium cost for State Disability Insurance. It shall be the EMPLOYEE'S responsibility to apply for State Disability benefits and to file with the City immediately upon receipt from the Department of Employment the "Notice of Calculation" for disability insurance.

11.05 Physical Examination

The City will pay the cost of the physical examination required for the Class B License for EMPLOYEES required to have the license by the City.

11.06 P.E.R.S. Contribution

The City shall continue to pay the EMPLOYEE'S contribution to the Public Employee's Retirement System. The City shall provide the 2.5% at age 55 plan for all Members hired prior to January 1, 2013, or hired after such date but already in the CalPERS system without a six-month break in service, at City expense. For those Members hired on or after January 1, 2013, new to the CalPERS system, the City shall provide 2% at 62 for those Members in accordance with State law. The contribution for new Members shall be shared in accordance with State law.

Upon the conclusion of negotiations with all affected employee organizations and the processing the CalPERS contract amendments, newly hired employees only will be covered by the 2% at age 60 retirement plan with the 36 consecutive months final compensation provision. They will also pay the 7% employee retirement contribution.

12.00 HOLIDAYS

Each member of the bargaining unit shall be entitled to the following holidays and to receive wages based on the normal scheduled work for the day. Any holiday that would otherwise be on a Saturday will be taken on the preceding Friday. Any holiday that would otherwise be on a Sunday will be taken on the following Monday.

- 1) The first day of January
- 2) Third Monday in January- Dr. Martin Luther King, Jr. Day
- 3) The third Monday in February -Washington's Birthday
- 4) The last Monday in May - Memorial Day
- 5) July 4th - Independence Day
- 6) The first Monday in September - Labor Day
- 7) The second Monday in October - Columbus Day
- 8) November 11 - Veteran's Day
- 9) Thanksgiving Day
- 10) The day following Thanksgiving
- 11) The day preceding Christmas
- 12) Christmas Day
- 13) The day preceding New Year's Day
- 14) Two floating holidays per fiscal year. (Members must use the floating holiday within the fiscal year or lose that holiday for that fiscal year.)
- 15) Every day appointed by the President of the United States or the Governor of the State of California and the City Council for a public fast, thanksgiving or holiday.

13.00 VACATION

13.01 Vacation Accrual

EMPLOYEES shall accrue paid vacation as follows:

- a) Less than five years: For EMPLOYEES completing less than five (5) years continuous service, six and two-thirds (6 2/3) hours for each month of service. (Two week per year.)
- b) Five years or more but less than ten years: For EMPLOYEES completing five or more years but less than ten years of continuous service, ten (10) hours for each month of service. (Three weeks per year.)
- c) For EMPLOYEES completing ten (10) or more years of continuous service, thirteen and one-third (13-1/3) hours for each month of service. (Four weeks per year.)
- d) For EMPLOYEES completing fifteen (15) or more years of continuous service, 14 hours for each month of service (four weeks plus one day per year.)

13.02 Vacation - Illness

If an EMPLOYEE becomes ill while on vacation and such illness can be supported by a written statement from a licensed medical practitioner, or if the EMPLOYEE is hospitalized for any period, the EMPLOYEE at the EMPLOYEE option shall have the period of illness charged against sick leave, if accrued, instead of vacation time.

13.03 Vacation Accrual Maximum

EMPLOYEES shall be allowed to carry over a maximum of ~~1.52~~ times their annual vacation accrual from one calendar year to the next (EMPLOYEES may accrue over ~~1.52~~ times during the calendar year). As of December 31, if an employee is over 2 times the annual vacation accrual, the employee will stop accruing vacation until they are below the maximum accrual limit.

If an EMPLOYEE has requested and been denied vacation leave within four (4) months of the time that the vacation accrual maximum will be reached, enforcement of the vacation leave accrual maximum shall be postponed for six (6) months from the date of denial.

The department and EMPLOYEE shall schedule the use of vacation time sufficient to reduce the EMPLOYEE'S accrual below the maximum within a reasonable time.

13.04 Vacation Schedule Conflict

In the event of a conflict in scheduling vacations within a department, the EMPLOYEE with the greatest seniority shall receive preference.

13.05 Vacation Sell-Back

An EMPLOYEE may sell back up to two weeks (80 hours) of vacation annually, after 15 years of service with City, so long as the EMPLOYEE has an accrued vacation balance of at least one week (40 hours) remaining following the sale. To request vacation sell-back, the EMPLOYEE shall submit a written request to the City Manager.

14.00 LEAVES

14.01 Leaves - General

Leaves shall be as set forth in the City's Personnel rules.

14.01.01 Workers' Compensation

In the event of a job related injury or illness, the EMPLOYEE will receive any temporary disability, rehabilitation, and permanent disability benefits that are required under State law.

In addition to this amount, the EMPLOYEE shall receive an appropriate amount of accrued sick leave pay to provide for the difference between the established Workers' Compensation amount and the EMPLOYEE'S regular gross pay. The EMPLOYEE may also use accrued vacation or compensatory time to provide for this difference, once the EMPLOYEE'S accrued sick leave balance is exhausted.

In no event shall the combination of Workers' Compensation benefits exceed the regular gross pay for the affected EMPLOYEE.

It shall be the responsibility of the EMPLOYEE to notify the Finance Department if the EMPLOYEE chooses to use accrued vacation or compensatory time balances for Workers' Compensation purposes.

When an EMPLOYEE is away from the job because of a job related injury or illness that exceeds one year following the exhaustion of accrued vacation, sick leave, and compensatory time or following the election not to use accrued vacation or compensatory time, the City shall not be required, following the one year period, to maintain contributions toward group insurance.

An EMPLOYEE who is away from the job because of job related injury or illness shall have the right to return to his or her position until he or she is permanent and stationary and can no longer perform the essential functions of the job or until the EMPLOYEE is declared by the City's doctor to be fit for return to work and the EMPLOYEE, for whatever reasons, does not return to work.

14.02 Sick Leave for Care of Immediate Family

The usage of sick leave for family members shall be governed by the following provisions:

1. Sick leave shall be allowed and used in the case of sickness, disability, medical or dental treatment of a member of the EMPLOYEES immediate family (as defined in the City Personnel Rules & Regulations).
2. A limit of six (6) days each fiscal year may be used for sick leave for family members.
3. When calling in sick the EMPLOYEE is required to indicate that this is sick leave for family members.
4. All other provisions of the City Personnel Rules & Regulations dealing with sick leave shall apply to sick leave for family members.

14.03 Unused Sick Leave/Termination

Upon termination, any unused accrued sick leave, up to a maximum of one hundred and twenty (120) days, shall be paid at the following rate:

Years of Service

Percent(%) of Base Salary

5 yrs + 1 day = 10 yrs	20
10 yrs + 1 day = 15 yrs	30
15 yrs + 1 day = 20 yrs	40
20 yrs + 1 day = 25 yrs	60
25 yrs + 1 day = 30 yrs	80

In lieu of payoff of sick leave at the above rates, City has amended the PERS contract to add Section 20862.8 of the California Government Code (Credit for Unused Sick Leave). Unused accumulated sick leave at time of retirement may be converted to additional Service Credit.

14.04 Paid Bereavement Leave

EMPLOYEES shall be granted a leave with full pay in the event of the death of any member of the EMPLOYEE'S immediate family. The leave shall be for a period of three (3) days, and if Employee chooses and the time off is authorized by the Department Head, two additional days of the Employee's accrued sick leave may be taken. A total of five (5) days of bereavement leave is allowed if travel in excess of 400 miles is required. The immediate family for purposes of bereavement leave is defined as spouse, parent, grandparent, sister, brother, son, daughter, grandchild, mother-in-law, father-in-law, or any person living in the immediate household of the EMPLOYEE or where the EMPLOYEE maintains Power of Attorney or Executor of Estate over a family member, or any other special circumstance as approved by the City Manager.

14.05 Personal Business Leave

EMPLOYEES within the bargaining unit shall be eligible to use forty (40) hours per fiscal year of personal leave to be taken in increments of one hour or more with the time chargeable to accumulated sick leave. The taking of personal leave shall be approved in advance by the department head. Approval shall be at the discretion of the department head with due regard for the needs of the EMPLOYEE. Personal leave shall be taken only for purposes of pressing personal business which does not qualify for paid sick leave.

14.06 Medical Leave -Insurance Coverage

The City shall continue to provide paid health, dental, and vision coverage to EMPLOYEES during the twelve week period of leave covered by the Family and Medical Care Leave Act. In the event an extension of the medical leave is granted beyond twelve weeks, the City shall pay half the insurance premium through the sixth (6th) month of the leave, at which time the EMPLOYEE may purchase insurance coverage at group rates through the City at his/her own expense.

14.07 Part-Time Employees

Regular part-time EMPLOYEES shall be eligible to receive pro-rated sick leave, vacation, and holidays.

15.00 LAYOFF

The City Council may abolish any position in the City Service due to lack of funds, work or need.

The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

a. Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards military leave, no service credits shall be earned during any leave of absence without pay in excess of thirty (30) days. Where time in service is equal between two (2) or more affected, their performance evaluations shall service as the determining factor.

b. The order of layoff in the affected classification or classification shall be:

- i. temporary employees;
- ii. probationary employees;
- iii. permanent employees.

The treatment of personnel employed by means of State or Federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulation, the type of position (Municipal Service or Exempt) shall govern treatment of such personnel.

c. Probationary and permanent employees in the Municipal Service who, under paragraph 2 above, are scheduled to be laid off shall receive at least twenty-one (21) days written notice to this effect.

In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Municipal Service which the City intends to fill and for which the employee is qualified, in the sole judgment of the City. Such actions shall be governed by the terms of Personnel Rules and Regulations Rule 12.03 and 12.04, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing employee must have held permanent status in such classification and have greater time in the Municipal Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this paragraph shall, in turn, be provided the same notice and "bumping" privilege as set forth in this paragraph.

d. Probationary and permanent personnel laid off in accordance with this Rule may be placed on a re-employment list as provided by Personnel Rules and Regulations Rule 9.03. If an employee is re-employed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall the City restore credits for vacation and sick leave paid out at the time of layoff.

At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rules and Regulations Rule 9.04.

Prior to the effective date of layoff, the department head shall furnish the Personnel Officer a final evaluation of the employee's performance.

16.00 SAFETY

The City Council shall continue the City Safety Program, which shall call for the appointment of an EMPLOYEE Safety Committee. This Committee, when formed under the provisions of the Safety Program, shall remain in effect for the full term of this agreement. The Safety Program shall involve an "accident review" process.

16.01 Compliance

The City and the EMPLOYEES will conform to and comply with all Federal, State and local health and safety laws and regulations. The City will take all steps necessary to insure EMPLOYEE health and safety on the job. Such steps may include the removal of unsafe conditions and equipment, the provision of adequate training for EMPLOYEES, and the active cooperation of all EMPLOYEES with the City Safety Program. Responsibility for safety is shared equally by the City and EMPLOYEES.

16.02 Unsafe Conditions

An EMPLOYEE shall not be required to work under unsafe conditions or with unsafe equipment or to perform tasks which endanger the EMPLOYEE'S health, safety and well-being. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards.

a) EMPLOYEES shall report health or safety hazards to their immediate supervisor upon discovery.

b) The supervisor shall cause the hazard to be abated as soon as possible and shall remove any and all EMPLOYEES from the hazardous circumstance or area. The supervisor shall also inform the department head of the hazard as soon as possible. An EMPLOYEE may report a continuing and unabated safety hazard to the department head and/or City Manager if the hazardous conditions persist and are jeopardizing EMPLOYEE safety.

c) If an EMPLOYEE is working in an unsupervised situation or in a circumstance where an identified safety hazard has not been abated, and the EMPLOYEE has been assigned to a task which, in the EMPLOYEE'S belief and good faith threatens the EMPLOYEE'S health or safety or puts the EMPLOYEE or another person in danger of serious physical injury, the EMPLOYEE may refuse to perform the task. Any EMPLOYEE'S refusal, in good faith, to perform said task shall not be just cause for discipline provided that the EMPLOYEE'S good faith belief is based on ascertainable, objective evidence and/or experience supporting the EMPLOYEE'S conclusions. No EMPLOYEE shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations. The City and the Union propose to cooperatively identify and abate all hazardous health or safety circumstances and to maintain job safety as the highest priority.

16.03 VDT/CRT Safety

16.03.01 VDT/CRT Testing

All VDT/CRT units and electronic equipment within the vicinity of an EMPLOYEE'S workspace shall be tested annually to determine any significant radiation leakage. Should there be such leakage, measures shall be taken to eliminate said leakage.

16.03.02 VDT/CRT Glare Control

VDT/CRT stations shall have adjustable glare control.

16.03.03 VDT/CRT Shielding

Shielding for the VDT/CRT units shall be available upon request to help protect the operator from low-level radiation.

16.04 Vehicle Safety

The City shall provide safe vehicles for use by City EMPLOYEES, whenever an EMPLOYEE'S duties require operation of a motor vehicle. All necessary repairs and maintenance of vehicles shall be performed to insure the safety of the operator. Under

no circumstances shall a supervisor of the City require an EMPLOYEE to operate an unsafe vehicle.

Routine maintenance of City vehicles shall be no less than recommended by the manufacturer. Only high quality parts and tires will be used on City vehicles.

EMPLOYEES shall not be required to use their own vehicles for City business.

17.00 TRAINING

The City shall maintain, consistent with budgetary allocations and availability, a training program which will enable EMPLOYEES to upgrade their skills and improve their levels of performance. The City desires to provide a training program for all City EMPLOYEES. The selection of training opportunities shall be at the sole discretion of the department head and City Manager, consistent with City policies, but the City shall solicit input from EMPLOYEES and will consider training requests.

17.01 Tuition Reimbursement

The City shall reimburse each EMPLOYEE up to \$250 per fiscal year for tuition, books and course related expenses after successful completion of courses which are pertinent to their positions with the City.

For a course to be considered "pertinent" it must be an academic or vocational course taken for credit from an accredited college, university or adult education department, and such course must:

- a. Improve knowledge and skills for the present position or for positions of higher classification within the City, or
- b. Prepare for anticipated technological changes occurring in the EMPLOYEE'S career field.
- c. Be approved for reimbursement, in advance, by the department head.

18.00 PEACEFUL PERFORMANCE - NO STRIKE/LOCKOUT

The Union agrees that during the term of this Memorandum of Understanding neither it nor the EMPLOYEES it represents will engage in, encourage, sanction, or support: (1) strikes; (2) slowdowns; (3) mass resignations; (4) mass absenteeism; (5) picketing which would involve suspension of or interference with normal work of the department or other City departments; or (6) any other similar actions which would involve suspension of or interference with normal work of the department or other City departments.

In the event of any job action as described in (1) - (6) above, the Union will immediately notify involved EMPLOYEES that the action(s) is in violation of this Section, and direct them to cease the action(s).

The City shall not lock out any EMPLOYEE in the bargaining unit.

19.00 STAY WELL PLAN

The specific purpose of the Stay Well Plan is to encourage City EMPLOYEES to stay physically fit and well and to miss as few work days as possible due to illness or any other reason.

The Stay Well Plan includes the following provisions:

- 1) The Stay Well Year shall be from December 1 through November 30.
- 2) To be eligible for the Stay Well Plan, EMPLOYEES must have accumulated thirty (30) sick days (240 hours).
- 3) All sick leave (other than personal leave days) taken by EMPLOYEES, regardless of the reason, shall be deducted from the potential Stay Well Bonus.
- 4) The Stay Well Bonus shall be payable in a separate check to all eligible EMPLOYEES on the first pay date in December at the straight time salary rate in effect on November 30 of each year.
- 5) EMPLOYEES shall have the option of receiving a Stay Well Bonus on the first pay date in December or crediting their unused sick leave to their total accumulation. A decision to credit unused sick leave to accumulation must be presented in writing to the City Manager prior to December 1 of each year. The City shall provide a written reminder of this provision to all EMPLOYEES no later than November 1 of each year.
- 6) Eligible EMPLOYEES shall receive a Stay Well Bonus, or a pro rata share, according to the following schedule should they become eligible at some point during the Stay Well Year.

Sick Leave <u>Bonus</u>	Straight Time <u>Bonus</u>	Pro Rata <u>Bonus</u>
0 Sick Days	48 hours	50%
1 Sick Day	40 hours	41.6%
2 Sick Days	32 hours	33.3%
3 Sick Days	24 hours	25%
4 Sick Days	16 hours	16.6%
5 Sick Days	8 hours	8.3%
6-12 Sick Days	0 hours	0%

20.00 FAMILY LEAVE

During the term of this Memorandum of Understanding, City agrees to comply with the provisions of the Federal Family and Medical Leave Act and the California Family Rights Act ("Acts") as those Acts may be amended from time to time. As an example of the provisions of those Acts, eligible employees can receive unpaid leave for up to twelve weeks (continuous or cumulative) for such things as care for immediate family members with serious health conditions, birth or adoption or foster care placement of a child, or the Employee's own medical needs. The City shall post a summary of the highlights of the Acts on bulletin boards.

21.00 DISCONTINUANCE OF WASTEWATER OPERATIONS

In the event the City decides to discontinue, consolidate, or reduce the scope of its wastewater treatment operations, which may result in the dismissal, displacement or re-arrangement of its EMPLOYEES, the City shall give at least ninety (90) days advance written notice to all affected EMPLOYEES and to the Union.

The City shall negotiate with any new service provider with the intent of ensuring that no EMPLOYEE affected by such decision is placed in a worse position with respect to wages, benefits, working conditions, and the rules governing working conditions, than existed prior to the date on which the EMPLOYEE was affected.

The City shall ensure that any remaining positions needed to maintain, operate, monitor, test, or control existing or modified operations shall be staffed by current wastewater treatment personnel.

The City and the Union shall continue to meet and confer throughout the life of this contract regarding the discontinuance, consolidation, or reduction in the scope of operations as it impacts existing EMPLOYEES.

22.00 RESERVED

23.00 FULL UNDERSTANDING

This Agreement contains all the covenants, stipulations, and provisions agreed to by the parties. It is understood that all terms relating to EMPLOYEE wages, hours and other terms and conditions of employment not covered by this Agreement shall remain the same for the term of this Agreement. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained prior to the execution of this Agreement.

24.00 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective upon the approval by the City Council and the Union and shall remain in full force and effect from July 1, 2011 through June 30, 2014.

25.00 GRIEVANCE PROCEDURE

25.01 Introduction

The City and the Union recognize early settlement of grievances is essential to sound labor relations. The parties seek to establish a mutually satisfactory and timely method of settlement of grievances of workers. The Union or the aggrieved worker and/or his representative are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

An employee shall have the right to present his/her own grievance or do so through a representative of the Union. A Union steward and grievant shall be paid release time for grievance arbitrations. Witnesses shall be on paid release time during the time spent testifying. If a grievant is represented by himself/herself, the Union retains the right to be present at every formal stage of the process as an observer. No grievance settlement may be made in violation of this contract nor shall any settlement be made which affects the rights or conditions of other employees represented by the Union without notification to and consultation with the Union.

25.02 Grievance Defined

A grievance is any alleged violation, misinterpretation or misapplication of the provisions of the City of Scotts Valley Personnel Rules and Regulations or Memorandum of Understanding, except the following:

- A. Employee performance evaluations including deferral of merit or pay increases;
- B. Written reprimands;
- C. Policy decisions of the City Council not related to wages, hours, and/or working conditions;
- D. Matters for which there is a separate appeal including disciplinary action;
- E. Challenge to a reclassification, layoff, transfer or denial of reinstatement unless related to an interpretation of the Personnel Rules and Regulations or Memorandum of Understanding.

25.03 Informal Grievance Procedure

Before filing a formal grievance, an EMPLOYEE shall first attempt to resolve the grievance through informal discussion with his/her immediate supervisor. The

EMPLOYEE shall initiate a request for the meeting within fifteen work days of the alleged action, incident or decision generating the grievance. Meetings shall be scheduled in advance, with the EMPLOYEE stating the nature of the grievance and that he/she is initiating the grievance procedure when the appointment is made. Every attempt will be made by the parties to settle the issue at this level.

25.04 Formal Grievance Procedures

25.04.01 Step 1

If an EMPLOYEE has failed to reach resolution through the informal grievance procedure, the EMPLOYEE or Union may file in writing a formal Step 1 grievance with the Department Head. The grievance shall be filed with the Department Head within 10 work days following the scheduled informal grievance meeting with employee's immediate supervisor.

Form of the Grievance

The grievance shall state the following:

- A. Name of the grievant.
- B. A brief statement of the date, time and place of the occurrence of the incident(s) and the facts underlying the incident.
- C. The specific section of the Memorandum of Understanding or Personnel Rules and Regulation allegedly misinterpreted or misapplied.
- D. The steps taken by the grievant to secure informal resolution.
- E. The corrective action the grievant is seeking.
- F. The name, if any, of the agent chosen by the grievant to represent grievant's interest.

Investigation

Upon receipt of a grievance, the Department Head shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor.

Upon completion of the investigation, the Department Head shall prepare a written decision within 20 work days of receipt of the Step 1 filing.

25.04.02. Step 2

If an EMPLOYEE has failed to reach resolution through Step 1 of the grievance procedure, the EMPLOYEE or Union may file a formal Step 2 grievance with the Personnel Officer. The grievance shall be filed within 15 work days following the Employee's/Union's receipt of the Step 1 response.

Upon receipt of a grievance, the Personnel Officer shall initiate an investigation. The investigation may include, but is not limited to, interviews, review of notes, records or other written material related to the incident, discussions with grievant and/or grievant's representative and discussions with grievant's supervisor and department head.

The Personnel Officer shall prepare a written decision within 20 work days of receipt of the Step 2 filing.

25.05 Appeal to Hearing Officer

25.05.01 Time for Filing an Appeal

If a grievance is not resolved satisfactorily at Step 2 the Union may, within 10 work days from receipt of the Personnel Officer's decision, file a written notice of appeal of the grievance to a hearing officer. The notice of request for an appeal shall be filed in writing with the Personnel Officer.

25.05.02 Optional Mediation

The timelines in this section may be held in abeyance if the parties have mutually agreed the grievance lends itself to non-binding mediation. In that instance, a mediator shall be requested from the California State Mediation and Conciliation Service. If mediation does not satisfactorily resolve the matter the Union may, within 5 work days of receipt of the mediator's recommendation, file a written request to resume the hearing officer process with the Personnel Officer.

25.05.03 Selection of Hearing Officer

The parties shall request a Hearing Officer from the State Mediation and Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as a hearing officer. Within five (5) work days of receipt of the list, the parties shall alternately strike names from such list, with the last remaining name to be the person serving as the hearing officer. The party having first choice to strike a name from the list shall be determined by coin toss.

25.05.04 Hearing and Decision

The Hearing Officer shall hold a hearing, receive evidence and prepare written findings supporting its decision. All efforts shall be made to schedule the hearing within 30 days of the notice of appeal. At the request of either party, the hearing shall be recorded, but not transcribed. Should any party desire a transcript they shall bear the expense of the transcript preparation and shall provide a copy to the other side for no fee.

Upon mutual agreement, the City and the Union may submit briefs to the hearing officer in lieu of a hearing.

The hearing officer's expenses, if any, shall be borne equally by the Union and the City. Each party shall bear the cost of its own presentation.

25.05.05 Evidence

Parties may furnish relevant evidence to the Hearing Officer. Relevant evidence shall be of the sort that a reasonable person would rely upon in the understanding of the rule, regulations or agreement that is the subject of the grievance. Formal rules of evidence do not apply.

25.05.06 Findings

The Hearing Officer shall prepare written findings of fact and recommended resolution of the grievance, specifying the appropriate remedy, if any, as soon as possible after conclusion of the hearing and send those findings to the City Clerk who shall forward the decision to the City Council, the City Manager and to any other official from whose action the appeal was taken, and to the Union.

25.05.07 Finality

The decision of the Hearing Officer is final unless it is appealed to the City Council under subsection 5 below.

25.05.08 Scope of Authority of Hearing Officer

The Hearing Officer shall review all evidence presented and render an impartial decision regarding the grievance. The hearing shall be confined to the interpretation of the explicit section of the Memorandum of Understanding or Personnel Rules and Regulations allegedly misinterpreted or misapplied. The Hearing Officer shall have no authority to add, detract, alter, amend, or in any way modify any provision of the Memorandum of Understanding or Personnel Rules and Regulations.

25.06 Review by City Council

25.06.01 Request for Review

If the City or Union is dissatisfied with the decision of the Hearing Officer, either the City or Union may request a review by the City Council by filing a written request with the City Clerk within 5 work days after receipt of the Hearing Officer's written decision.

25.06.02 City Council Review

If a request is filed, the City Council shall review the Hearing Officer's decision.

25.06.02.1 Time for Review

The City Council shall review the decision within 30 days after receiving the request for review.

25.06.02.2 Scope of Review

The City Council shall review only the written findings and recommendation of the Hearing Officer and the documents presented at that hearing, which shall include the grievance and the City's responses thereto. The City Council may not conduct a new hearing or receive evidence not part of the record of the Hearing Officer.

25.06.02.3 Manner of Review

After reviewing the finding and recommendation of the Hearing Officer and the documents presented at that hearing the City Council shall meet to discuss the matter and make its decision. The meeting shall be open to the public unless it qualifies as a closed session under the Brown Act (Gov. Code sections 54940 et seq.)

25.06.02.4 Decision

The City Council shall render its decision in writing. The decision of the City Council is final.

Signed:

City of Scotts Valley	Scotts Valley Municipal Employees, SEIU Local 521
Jim Reed <u>Dene Bustichi</u> , Mayor	Tony Alvarez <u>Jesse Williams</u>

Stephen H. Ando, City Manger	Rhonda Lieb
Approved as to Form:	
Kirsten Powell, City Attorney	Kimarie Jones
	Frank Alvarez Carlos Flores

EXHIBIT A - CLASSIFICATIONS

Accountant I
Accounting Assistant
Accounting Technician
Administrative Secretary I
Administrative Secretary II
Administrative Secretary III
Administrative Secretary/Analyst (non confidential)
Administrative Secretary/Planning Aide
Assistant Civil Engineer
Assistant Planner
Associate Planner
Building Inspector
Building Permit Technician
Chief Mechanic
Chief Wastewater Plant Operator
Code Enforcement Officer
Community Services Officer/Training Coordinator
Engineering Aide
Engineering Associate
Engineering Technician
Equipment Mechanic
Facilities Maintenance Specialist
Juvenile Community Services Officer
Lab Analyst
Laborer
Maintenance Supervisor
Maintenance Worker I
Maintenance Worker II
Maintenance Worker III
Network Systems Specialist
Office Assistant
Planning/Economic Development Specialist
Public Works Inspector
Public Works Inspector/Technician
Recreation Coordinator
Recreation Leader/Head Teacher
Recreation Specialist
Secretary I
Secretary II
Senior Accounting Technician
Senior Accounting/Human Resources Technician
Sr. Accounting Technician/Project Coordinator
Senior Building Inspector
Senior Building Inspector/Code Enforcement Officer

| Senior Building Permit Technician

Senior Center Coordinator

Senior Lab Technician/Industrial Waste Inspector

Senior Public Works Inspector

Senior Recreation Leader/Head Teacher

| Senior Recreation Leader/Site Director

| Senior Recreation Specialist

Senior Wastewater Laboratory Analyst

Wastewater Operator I

Wastewater Operator II

Wastewater Plant/Operator-In-Training

EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant I	3,911	4,107	4,312	4,528	4,754	4,992	5,242
Accounting Assistant	2,800	2,940	3,087	3,241	3,403	3,573	3,752
Accounting Technician	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Administrative Secretary I	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Administrative Secretary II	3,452	3,625	3,806	3,996	4,196	4,406	4,626
Administrative Secretary III	3,711	3,897	4,092	4,297	4,512	4,738	4,975
Administrative Secretary/Analyst	3,899	4,094	4,299	4,514	4,740	4,977	5,226
Administrative Secretary/ Planning Aide	3,815	4,006	4,206	4,416	4,637	4,869	5,112
Assistant Civil Engineer	4,923	5,169	5,427	5,698	5,983	6,282	6,596
Assistant Planner	3,925	4,121	4,327	4,543	4,770	5,009	5,259
Associate Planner	4,319	4,535	4,762	5,000	5,250	5,513	5,789
Building Inspector	4,125	4,331	4,548	4,775	5,014	5,265	5,528
Building Permit Technician	3,291	3,456	3,629	3,810	4,001	4,201	4,411
Chief Mechanic	3,730	3,917	4,113	4,319	4,535	4,762	5,000
Chief Wastewater Plant Operator	4,443	4,665	4,898	5,143	5,400	5,670	5,954
Code Enforcement Officer	3,803	3,993	4,193	4,403	4,623	4,854	5,097
Community Services Officer/ Training Coordinator	2,598	2,728	2,864	3,007	3,157	3,315	3,481
Engineering Aide	3,076	3,230	3,392	3,562	3,740	3,927	4,123
Engineering Associate	4,373	4,592	4,822	5,063	5,316	5,582	5,861

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EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Engineering Technician	3,733	3,920	4,116	4,322	4,538	4,765	5,003
Equipment Mechanic	3,234	3,396	3,566	3,744	3,931	4,128	4,334
Facilities Maintenance Specialist	3,505	3,680	3,864	4,057	4,260	4,473	4,697
Juvenile Community Services Officer	2,678	2,812	2,953	3,101	3,256	3,419	3,590
Lab Analyst	3,759	3,947	4,144	4,351	4,569	4,797	5,037
Laborer	2,662	2,795	2,935	3,082	3,236	3,398	3,568
Maintenance Supervisor	4,072	4,276	4,490	4,715	4,951	5,199	5,459
Maintenance Worker I	2,796	2,936	3,083	3,237	3,399	3,569	3,747
Maintenance Worker II	3,149	3,306	3,471	3,645	3,827	4,018	4,219
Maintenance Worker III	3,566	3,744	3,931	4,128	4,334	4,551	4,779
Network Systems Specialist	4,003	4,203	4,413	4,634	4,866	5,109	5,364
Office Assistant	2,461	2,584	2,713	2,849	2,991	3,141	3,298
Planning/Economic Development Specialist	3,925	4,121	4,327	4,543	4,770	5,009	5,259
Public Works Inspector	4,108	4,313	4,529	4,755	4,993	5,243	5,505
Public Works Inspector/ Technician	4,097	4,302	4,517	4,743	4,980	5,229	5,490
Recreation Coordinator	3,059	3,212	3,373	3,542	3,719	3,905	4,100
Recreation Leader/Head Teacher	1,973	2,072	2,176	2,285	2,399	2,519	2,645
Recreation Specialist	2,985	3,134	3,291	3,456	3,629	3,810	4,001

EXHIBIT B**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary I	2,776	2,915	3,061	3,214	3,375	3,544	3,721
Secretary II	3,004	3,154	3,312	3,478	3,652	3,835	4,027
Senior Accounting Technician	3,557	3,735	3,922	4,118	4,324	4,540	4,767
Senior Accounting / Human Resources Technician	3,678	3,862	4,055	4,258	4,471	4,695	4,930
Senior Accounting Technician/ Project Coordinator	3,557	3,735	3,922	4,118	4,324	4,540	4,767
Senior Building Inspector	4,596	4,826	5,067	5,320	5,586	5,865	6,158
Senior Building Inspector/ Code Enforcement Officer	4,596	4,826	5,067	5,320	5,586	5,865	6,158
Senior Building Permit Technician	3,599	3,779	3,968	4,166	4,374	4,593	4,823
Senior Center Coordinator	2,114	2,220	2,331	2,448	2,570	2,699	2,834
Senior Lab Technician/ Industrial Waste Inspector	4,109	4,314	4,530	4,757	4,995	5,245	5,507
Senior Public Works Inspector	4,692	4,927	5,173	5,432	5,704	5,989	6,288
Senior Recreation Leader/ Head Teacher	2,364	2,482	2,606	2,736	2,873	3,017	3,168
Senior Recreation Leader/ Site Director	2,785	2,924	3,070	3,224	3,385	3,554	3,732
Senior Recreation Specialist	3,776	3,965	4,163	4,371	4,590	4,820	5,061
Senior Wastewater Lab Analyst	4,109	4,314	4,530	4,757	4,995	5,245	5,507
Wastewater Plant Operator-in-Training	3,072	3,226	3,387	3,556	3,734	3,921	4,117
Wastewater Plant Operator I	3,520	3,696	3,881	4,075	4,279	4,493	4,718

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EXHIBIT B

**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION**

**SALARY SCHEDULE
08/29/2015 - 06/30/2016**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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Wastewater Plant Operator II	3,869	4,062	4,265	4,478	4,702	4,937	5,184

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant I	3,931	4,128	4,334	4,551	4,779	5,018	5,269
Accounting Assistant	2,814	2,955	3,103	3,258	3,421	3,592	3,772
Accounting Technician	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Administrative Secretary I	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Administrative Secretary II	3,469	3,642	3,824	4,015	4,216	4,427	4,648
Administrative Secretary III	3,730	3,917	4,113	4,319	4,535	4,762	5,000
Administrative Secretary/Analyst	3,918	4,114	4,320	4,536	4,763	5,001	5,251
Administrative Secretary/ Planning Aide	3,834	4,026	4,227	4,438	4,660	4,893	5,138
Assistant Civil Engineer	4,948	5,195	5,455	5,728	6,014	6,315	6,631
Assistant Planner	3,945	4,142	4,349	4,566	4,794	5,034	5,286
Associate Planner	4,341	4,558	4,786	5,025	5,276	5,540	5,817
Building Inspector	4,146	4,353	4,571	4,800	5,040	5,292	5,557
Building Permit Technician	3,307	3,472	3,646	3,828	4,019	4,220	4,431
Chief Mechanic	3,749	3,936	4,133	4,340	4,557	4,785	5,024
Chief Wastewater Plant Operator	4,465	4,688	4,922	5,168	5,426	5,697	5,982
Code Enforcement Officer	3,822	4,013	4,214	4,425	4,646	4,878	5,122
Community Services Officer/ Training Coordinator	2,611	2,742	2,879	3,023	3,174	3,333	3,500
Engineering Aide	3,091	3,246	3,408	3,578	3,757	3,945	4,142
Engineering Associate	4,395	4,615	4,846	5,088	5,342	5,609	5,889

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Engineering Technician	3,752	3,940	4,137	4,344	4,561	4,789	5,028
Equipment Mechanic	3,250	3,413	3,584	3,763	3,951	4,149	4,356
Facilities Maintenance Specialist	3,523	3,699	3,884	4,078	4,282	4,496	4,721
Juvenile Community Services Officer	2,691	2,826	2,967	3,115	3,271	3,435	3,607
Lab Analyst	3,778	3,967	4,165	4,373	4,592	4,822	5,063
Laborer	2,675	2,809	2,949	3,096	3,251	3,414	3,585
Maintenance Supervisor	4,092	4,297	4,512	4,738	4,975	5,224	5,485
Maintenance Worker I	2,810	2,951	3,099	3,254	3,417	3,588	3,767
Maintenance Worker II	3,165	3,323	3,489	3,663	3,846	4,038	4,240
Maintenance Worker III	3,584	3,763	3,951	4,149	4,356	4,574	4,803
Network Systems Specialist	4,023	4,224	4,435	4,657	4,890	5,135	5,392
Office Assistant	2,473	2,597	2,727	2,863	3,006	3,156	3,314
Planning/Economic Development Specialist	3,945	4,142	4,349	4,566	4,794	5,034	5,286
Public Works Inspector	4,129	4,335	4,552	4,780	5,019	5,270	5,534
Public Works Inspector/ Technician	4,117	4,323	4,539	4,766	5,004	5,254	5,517
Recreation Coordinator	3,074	3,228	3,389	3,558	3,736	3,923	4,119
Recreation Leader/Head Teacher	1,983	2,082	2,186	2,295	2,410	2,531	2,658
Recreation Specialist	3,000	3,150	3,308	3,473	3,647	3,829	4,020

EXHIBIT C**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION****SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Secretary I	2,790	2,930	3,077	3,231	3,393	3,563	3,741
Secretary II	3,019	3,170	3,329	3,495	3,670	3,854	4,047
Senior Accounting Technician	3,575	3,754	3,942	4,139	4,346	4,563	4,791
Senior Accounting / Human Resources Technician	3,696	3,881	4,075	4,279	4,493	4,718	4,954
Senior Accounting Technician/ Project Coordinator	3,575	3,754	3,942	4,139	4,346	4,563	4,791
Senior Building Inspector	4,619	4,850	5,093	5,348	5,615	5,896	6,191
Senior Building Inspector/ Code Enforcement Officer	4,619	4,850	5,093	5,348	5,615	5,896	6,191
Senior Building Permit Technician	3,617	3,798	3,988	4,187	4,396	4,616	4,847
Senior Center Coordinator	2,125	2,231	2,343	2,460	2,583	2,712	2,848
Senior Lab Technician/ Industrial Waste Inspector	4,130	4,337	4,554	4,782	5,021	5,272	5,536
Senior Public Works Inspector	4,715	4,951	5,199	5,459	5,732	6,019	6,320
Senior Recreation Leader/ Head Teacher	2,376	2,495	2,620	2,751	2,889	3,033	3,185
Senior Recreation Leader/ Site Director	2,799	2,939	3,086	3,240	3,402	3,572	3,751
Senior Recreation Specialist	3,795	3,985	4,184	4,393	4,613	4,844	5,086
Senior Wastewater Lab Analyst	4,130	4,337	4,554	4,782	5,021	5,272	5,536
Wastewater Plant Operator-in-Training	3,087	3,241	3,403	3,573	3,752	3,940	4,137
Wastewater Plant Operator I	3,538	3,715	3,901	4,096	4,301	4,516	4,742

EXHIBIT C

**CITY OF SCOTTS VALLEY
SEIU LOCAL 521 REPRESENTATION**

**SALARY SCHEDULE
07/01/2016 - 06/30/2017**

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-----	-----	-----	-----	-----	-----	-----	-----
Wastewater Plant Operator II	3,888	4,082	4,286	4,500	4,725	4,961	5,209

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: **System-Wide Access Audit & Development of a Transition Plan**

SUMMARY OF ISSUE

In September of 2010, the Department of Justice (DOJ) published a new title II regulation of the American with Disabilities Act (ADA) and a new 2010 Standard for Accessible Design. The 2010 Standard is the final and enforceable Standard for designed and constructed areas.

As of March 2012, the City is required to use the 2010 Standard to evaluate existing sites and must show progress towards that objective. For new construction after March 2012, the City must meet the 2010 Standards.

Recreation Division Manager (RDM) has been working with John McGovern, President of Recreation Accessibility Consultants, LLC (RAC), out in Illinois, to schedule an access audit and develop a transition plan for the City. RAC will evaluate sites owned and operated by the City and provide a final report for each. The final report includes access deficits and a solution for each. In addition, they advise the City on "smart practices" which are simple techniques that make parks more usable by people with disabilities, but are not a requirement. Finally, the reports will provide the City with a complete transition plan identifying deficits, note how the deficit will be removed, identify the phase in which removal will occur and the person responsible, digital images, and include a cost reference. They also list which barriers can remain as is.

RAC has been a long time member of The National Recreation and Park Association (NRPA) which is an organization referred to often about accessibility. RAC was approached by NRPA in 2011 to consider being a preferred provider and therefore, RAC can offer clients a 10% discount. The cost for this project is \$38,265 less 10% (\$3,826) brings the project total to \$34,439.

FISCAL IMPACT

\$19,132 Park Impact Fees

\$7,653 General Fund

\$3,827 Community Center Fund

\$3,827 Senior Center Fund

STAFF RECOMMENDATION

To approve the agreement for professional services between the City of Scotts Valley and the Recreation Accessibility Consultants, LLC in the amount of \$33,449.

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Agreement for Professional Services between the City of Scotts Valley and the
Recreation Accessibility Consultants, LLC.

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CITY OF SCOTTS VALLEY AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of **August 19, 2015**, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and **Recreation Accessibility Consultants, LLC** hereinafter referred to as "CONSULTANT".

RECITALS

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

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

AGREEMENT

- 1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be **John N. McGovern, J.D., President, whose address is 2675 Pratum Avenue, Hoffman Estates, Illinois 60192; telephone: (224) 293-6451; Email: john.mcgovern@rac-llc.com**
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.
- 4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed as soon as possible. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed **\$34,439**. Such compensation shall be paid upon the completion of the services set forth in Section 3.

Payments to CONSULTANT shall be made upon invoices submitted by CONSULTANT to CITY for review and approval. Invoices will be paid by CITY within a reasonable time after said approved invoices are received.

6. **Indemnity:** CONSULTANT shall hold harmless, indemnify and defend CITY, its elective and appointive boards, commissions, officers, agents, servants, volunteers, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) for personal injury (including death), property damage and any other damages of any sort whatsoever, arising out of, or alleged to have arisen out of, the willful or negligent acts, errors, or omissions of CONSULTANT or CONSULTANT'S contractors, subcontractors, agents, or employees in the performance of this Agreement. This indemnity shall not apply to a) claims brought by CONSULTANT for default of this Agreement, or (b) claims brought by CITY or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of CITY.

CITY shall hold harmless and indemnify CONSULTANT from any damage which may be caused to the CITY's computer network system.

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

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

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 8 of this Agreement.

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

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

9. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

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

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

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

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

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

15. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

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

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

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this **19th day of August, 2015**, at Scotts Valley, California.

CONSULTANT:

CITY OF SCOTTS VALLEY:

John N. McGovern, J.D., President
Recreation Accessibility Consultants, LLC

Stephen H. Ando, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Tracy Ferrara, City Clerk



August 12, 2015

Kristin Ard
Recreation Division Manager
Parks and Recreation
City of Scotts Valley
361 Kings Village Road
Scotts Valley, CA 95066

Proposal for City of Scotts Valley Access Audit and Reports

Dear Kristin:

Thanks for your time to talk about an access audit and reports regarding the City of Scotts Valley Parks and Recreation sites. This is a proposal for a system-wide access audit, and the development of a transition plan for the Department.

As you know there are many requirements for the City under the Americans with Disabilities Act (ADA), including an access audit and transition plan. This proposal will not restate those but instead offers a way to meet them.

Understanding of Our Work

We will evaluate sites owned or operated by the City or the Department on page 4. From MacDorsa Park to the Senior Center, we will examine every element. We use enforceable federal regulations such as the title II regulation, federal design requirements such as the 2010 Standards for Accessible Design, final or proposed guidelines such as the 2013 Outdoor Recreation Area Final Guideline for Federally Owned and Operated sites, and where needed, the most recent final reports of the US Access Board. California title 24 requirements apply where these are more stringent.

In addition, we advise that the Department use "smart practices" that are effective in making Department sites accessible. Smart practices are simple and effective techniques that make parks more usable by people with disabilities. These will be identified by our firm, and in the report we submit, smart practices will be distinguished from regulatory requirements. Our firm will review areas used only by employees, and make recommendations that match title II provisions. We will gladly, and at no charge, provide employee training on the process too, so staff will better understand what we are doing and why.

**One Source.
Infinite Solutions.**

2675 Pratum Avenue
Hoffman Estates, Illinois 60192
224/293-6451 Fax: 224/293-6444

The final report includes access deficits and a solution for each. As we draft solutions, where appropriate we apply the 2010 Standards ***equivalent facilitation*** section 103 to our solution recommendations, and the section 104.1.1 provisions in regards to ***construction tolerances***.

Some corrections simply are ***technically infeasible*** to make, as the work will require moving a load bearing wall or element, or the amenity is subject to unusual site constraints. ***Aging infrastructures often are difficult if not impossible to make accessible***. Related to technical infeasibility, we do not provide design advice, nor do we make engineering or architecture decisions.

We have developed 28 detailed checklists with citations to the 2010 Standards, California access requirements, and smart practices. Each element, such as parking, or a playground, is thoroughly evaluated with the checklists. The City and the Department receives all checklists used for each site, with hyperlinked digital images of most access deficits observed.

In our reports, we will provide the City and the Department with a complete transition plan. It will identify deficits, note how the deficit will be removed, identify the phase in which removal will occur, name the person responsible for removal, and as a smart practice, include a cost reference. We will also note which barriers can remain as is and inaccessible.

Finally, title II of the ADA requires the City and the Department to provide an opportunity for individuals with disabilities to provide feedback regarding the access audit and eventual transition plan. RAC would work with the Department staff in this regard.

The Final Report

I estimate the work will take no more than four months. If we can start by October 31, 2015 we will finish on or around January 31, 2016.

Our firm will submit one final printed report, and we'll establish an FTP site so the Department will have a digital version of all reports, checklists, and images. The final report shall include:

1. ***A Conclusion Report that:***
 - A. reviews the authority under which the access audit was conducted
 - B. describes our process
 - C. describes how we apply the program access test, and
 - D. provides a summary of recommendations;
2. ***A report for each site*** which describes the specific barriers at each City or Department site, the ways in which each specific barrier can be removed, including the use of smart

practices, notes about how employee-only areas are to be treated, and importantly, whether assets at this site are to be made compliant or left as is and inaccessible;

3. A transition plan that recommends ***phasing*** of corrective work, and identifies assets at sites that we believe can be left as is and inaccessible;
4. A cost reference for barrier removal for elements at each site (this is not an estimate or quote, it is a benchmark for planning purposes);
5. ***Digital images*** of barriers identified, seen by hyperlink; and
6. ***Checklists*** used for each City or Department site, and all associated field notes.

During our work, we'll assign one person as the key contact with the City or the Department. We ask that you do the same. I'll review the final report at a meeting of key staff, committees, City Council, or any other Department stakeholders you desire.

Sites

We will audit sites in the table on pages 5 and 6 below. We invite your corrections. Please note we have listed the schools twice, once for buildings and once for outdoor elements.

Scotts Valley Community Center	Scotts Valley Senior Center
Siltanen Family Swim Center	Siltanen Park
Lodato Park	Camp Evers Park
Skypark (includes Pump Track)	MacDorsa Park
Hocus Pocus Park	Scotts Valley Dog Park
Public Works	City Hall

Proposal Cost for City of Scotts Valley Parks and Recreation Department

The standard price for the access audit and transition plan for Department sites above is \$38,265. The National Recreation and Park Association (NRPA) named our firm as a preferred provider. As a result, the Department cost is discounted by 10% or **\$3,826**.

The discounted access audit and transition plan proposal to the Department is \$34,439.

Assurances and Conditions and Invoicing Schedule

This offer is valid through August 31, 2015. This work is payable within 30 days of receipt of the invoice and is payable in increments as work is completed. This is a professional service.

The projected schedule of invoicing, and tasks for each invoice, are noted in the table below.

BY	PROJECTED AMOUNT	ACTIVITY OR TASK
10/31/15	\$16,000	Kickoff meeting, completion of access audits
11/30/15	\$9,000	Preparation of site reports
12/31/15	\$5,500	Preparation of transition plan
1/31/16	\$3,939	Delivery of all reports, staff presentation, community engagement in Scotts Valley, reporting to stakeholders

Timing of the start of our work is critical. If we can start our work in October, the more likely we can finish our audit and deliver a final report by January 31, 2016.

If this proposal meets your needs, please sign it and scan and email to me, or fax it to me at 224/293-6455. If there are any questions about the proposal, please call me at 224/293-6451 or at my cell at 847/363-9384.

Thanks for the opportunity to help serve the residents of the City of Scotts Valley.

Sincerely,

John N. McGovern

John N. McGovern, J.D.
President

Accepted for the City of Scotts Valley Parks and Recreation Department by –

Access Audit & Transition Plan ____

Name

Title

Date ____/____/2015

JNM/CITY OF SCOTTS VALLEY PROPOSAL 201504

**SCOTTS VALLEY POLICE DEPARTMENT
MEMORANDUM**

DATE: August 19, 2015

TO: The Honorable Mayor and City Council

FROM: John Wilson, Lieutenant

**SUBJECT: ADDING CHAPTER 5.38 TO TITLE 5 OF THE SCOTTS VALLEY
MUNICIPAL CODE REQUIRING FIREARMS DEALERS TO MEET
CERTAIN REQUIREMENTS AND TO OBTAIN A FIREARMS DEALER
LICENSE**

SUMMARY OF ISSUES

With the safety of the community and its citizens in mind, we are proposing an ordinance that helps better regulate firearms dealers within Scotts Valley. This ordinance does not eliminate the possibility of someone applying for and obtaining a business license to sell firearms in Scotts Valley. However, this ordinance would allow for better regulation of security measures that we feel should be in place. It is well known that criminals have targeted firearms dealerships so that they can get a “big score” of firearms to sell on the black-market. These firearms often go to street level criminals and are used to commit illegal acts of violence towards community members. Even in Scotts Valley, when we had Markley’s Gun Shop operating, guns were burglarized. Proper security measures are paramount to help prevent this from happening again. The proposed ordinance would mandate industry standard safety precautions and provide a way to regulate firearms dealers if non-compliance is found.

Additionally, the proposed ordinance regulates location and site standards. For the safety of the community, firearm dealerships would not be allowed to operate near certain establishments, such as: schools, children’s daycare centers, parks, high risk alcohol outlets, etc.

The proposed ordinance is in line with existing state and federal laws governing the sale of firearms.

This ordinance, in various forms, is already in place in local jurisdictions (Santa Cruz, Capitola, Santa Cruz County, etc). Due to these other ordinances, that better regulate

firearms dealers, many firearms dealers are specifically coming to Scotts Valley to avoid having to implement proper security measures. We are becoming known as the place to go to open a firearms dealership. We have about 4 to 5 gun shops in Scotts Valley now. The new ordinance, after taking effect, would not apply to existing gun shops, though existing shops will still have to comply with state and federal license requirements. If an existing shop's license becomes void, the business moves to a new location or the license is transferred, then they would be required to comply with our new ordinance's regulations.

FISCAL IMPACT

There are no direct costs associated with this ordinance or required by the City. Any administrative or operational expenses related to licensing are incorporated into an annual license fee.

RECOMMENDATION

That Council approve first reading and introduction of the Ordinance No. 189, adding Chapter 5.38 to Title 5 of the Scotts Valley Municipal Code requiring firearms dealers to meet certain requirements and to obtain a firearms dealers license, and approve Resolution No. 1908 establishing a firearms dealer license fee of \$150.00, to locally regulate and enforce the sales of firearms.

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ORDINANCE NO. 189

**AN ORDINANCE OF THE CITY OF SCOTTS VALLEY ADDING CHAPTER 5.38 TO
TITLE 5 OF THE SCOTTS VALLEY MUNICIPAL CODE REQUIRING FIREARMS
DEALERS TO MEET CERTAIN REQUIREMENTS AND TO OBTAIN A
FIREARMS DEALER LICENSE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AS
FOLLOWS:**

SECTION 1. Title 5 of the Scotts Valley Municipal Code is hereby amended by adding a new Chapter 5.38 entitled "Firearms Dealers" to read as follows:

"Chapter 5.38

Firearms Dealers

- 5.38.010 Purpose.
- 5.38.020 Definitions.
- 5.38.030 City license.
- 5.38.040 Application for City license.
- 5.38.050 Approval by Licensing Officer.
- 5.38.060 Denial of application.
- 5.38.070 Appeal from denial.
- 5.38.080 Location and site standards.
- 5.38.090 On-site security.
- 5.38.100 Compliance with State law.
- 5.38.110 Maintenance and submission of records.
- 5.38.120 License renewal.
- 5.38.130 License renewal nonassignable.
- 5.38.140 Suspension and revocation.
- 5.38.150 Notification of suspension or revocation.
- 5.38.160 Hearing on revocation or suspension.
- 5.38.170 Insurance requirements.
- 5.38.180 Violations.
- 5.38.190 Penalties.

5.38.010 Purpose.

This chapter is enacted pursuant to State law, as set forth in Article 1, Chapter 2, Division 6, Title 4, Part 6 of the California Penal Code beginning with Section 26700 et seq.

5.38.020 Definitions.

As used in this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

(A) "Firearm" means a device as defined by California Penal Code Section [16520](#).

(B) "Clear evidence of his or her identity and age" includes, but is not limited to, a motor vehicle operator's license, a State identification card, an armed forces identification card, an employment identification card which contains the bearer's signature and photograph, or any similar documentation which provides the seller reasonable assurance of the identity and age of the purchaser.

(C) "City license" means a license issued by the local licensing authority pursuant to this chapter authorizing a person to engage in the sale, lease, transfer, delivery, advertisement or offer for sale, lease, or transfer of firearms.

(D) "High risk alcohol outlet" means a retail outlet where alcoholic beverages are sold including: any bar, tavern, liquor store, or convenience store. A bona fide restaurant, wine-tasting room, banquet facility, conference center, brewpub or nightclub (which nightclub does not have an on-sale alcohol beverage control general license Type 48 or 51) shall not constitute a high-risk alcohol outlet.

(E) "Local Licensing Authority" or "Licensing Officer" means the City Manager of the City of Scotts Valley, or his or her designee.

5.38.030 City license.

On and after the effective date of this ordinance, no person required to obtain a Federal Firearms License and a State Department of Justice License to sell firearms, shall establish a business that engages in the sale, lease, transfer, delivery, advertisement or offer for sale, lease, or transfer any firearm without first also obtaining and keeping a current City license issued pursuant to this chapter by the Local Licensing Authority. No person operating under a current Federal and State firearms license as of the effective date of this chapter shall be required to obtain a City license unless and until the State or Federal license lapses, becomes void or is otherwise no longer in effect, or if the business moves to a new location or if the business is sold or the state or federal licenses are transferred to another owner/entity.

5.38.040 Application for City license.

(A) Each person applying for a City license under this chapter shall submit an application to the Local Licensing Authority.

(B) In order to obtain a City license, the applicant must first provide the following to the Licensing Officer:

(1) A valid Federal firearms license;

(2) A valid seller's permit issued by the State Board of Equalization;

- (3) A valid certificate of eligibility issued by the Department of Justice;
 - (4) Documentation that the seller is recorded in the centralized list maintained by the Department of Justice pursuant to California Penal Code Section [26715](#);
 - (5) A list identifying each employee of the applicant (name, address, date of birth and Social Security number) who will be engaged in the sale, lease, transfer or delivery of firearms; and
 - (6) Payment of a nonrefundable administrative fee, in an amount to be established by resolution of the City Council.
- (C) Where the applicant is a corporation each of the requirements contained in this chapter must be completed and/or adhered to by a legally recognized corporate officer of said corporation. Where the applicant is a partnership, each of the requirements contained in this chapter must be completed and/or adhered to by a legally recognized general partner of said partnership. Both the individual and the corporation or partnership shall be liable for any violation of the provisions of this chapter.
- (D) Each application shall specify only one location at which the sale or transfer of firearms shall take place. If any firearms dealer licensed under either Federal, State or local law changes his or her place of business, an application for the new location shall be submitted, accompanied by a nonrefundable fee (in the form of a check or cash) as set forth in the schedule of fees. That application shall be considered an initial application and not an application for renewal.
- (E) Each application shall submit a security plan detailing the specific measures that will be taken to secure and protect the business, including but not limited to those items required by Section 5.38.090.

5.38.050 Approval by Licensing Officer.

The Licensing Officer shall have the authority to approve or disapprove the issuance of the City license. For the purpose of considering requests for a City license, the Licensing Officer shall apply the minimum standards set forth in this chapter. Factors to be considered by the Licensing Officer in approval or denial of the application for a City license include, but are not limited to:

- (A) Evidence of the applicant's compliance with all applicable City, State and Federal laws;
- (B) Whether applicant has violated any provisions of this chapter;
- (C) Whether the applicant has made any false statements as to any material fact in applying for the City license;

(D) Whether the applicant has done or caused or permitted to be done any act which if done by an authorized firearms dealer would be grounds for suspension or revocation of the City license;

(E) Whether the proposed place of business meets the standards and requirements set forth in Section 5.38.080;

(F) Whether the applicant or any of applicant's employees identified pursuant to Section 5.38.040(B)(5) have ever been convicted of a felony. To this end, the Chief of Police shall conduct a criminal history investigation of each said applicant and employee and provide a report for the Licensing Officer. The applicant shall pay all fees incurred by the Chief of Police in conducting any such criminal history investigation.

The term of City license is one year beginning each fiscal year on July 1st and ending on June 30th of the same fiscal year.

5.38.060 Denial of application.

If the applicant does not meet all of the written standards, hereinabove set forth, the Licensing Officer shall not issue a City license to such applicant.

It shall be the duty of the Licensing Officer to notify an applicant that his or her application has been denied by serving such person, either personally or by first class United States mail, with a letter setting forth the reason(s) for such denial. The notice, if served by mail, shall be deemed to have been served on the date of its deposit in the United States mail, postage prepaid, to the applicant's address of record. The notice shall also inform the applicant of his or her right to a hearing before the City Council at which time the applicant may appear, with a representative if so desired, and be heard on the matter. The applicant shall also be given notice that any request for a hearing before the City Council must be made in writing to the City Clerk within 10 calendar days after the date on which such notice is served on the applicant.

5.38.070 Appeal from denial.

An applicant whose application has been denied by the Licensing Officer shall have the right to appeal such decision to the City Council. The City Council shall hold a hearing thereon pursuant to the procedures set forth in Section 5.38.150.

5.38.080 Location and site standards.

Any business licensed under this chapter shall be subject to the following locational criteria:

(A) Shall only be located within a zone district designated as C-S, C-SC, or I-L with use permit approved in accordance with section 17.50.020 SVMC of the Scotts Valley Zoning Ordinance.

(B) Shall not be located within 500 feet of:

- (1) Any public or private school in which students aged 18 years or younger are enrolled;
- (2) Any children's daycare center licensed by the State of California;
- (3) Any publicly owned or operated park, playground or recreational area;
- (4) Any high risk alcohol outlet; or

(C) Shall not be located within 300 feet of a zone district designated as R-VH, R-H, R-M-6, R-M-8, R-1, R-R-2.5, R-MT-5, P/QP or OS by the Scotts Valley Zoning Ordinance.

(D) Shall not be located within 1,000 feet of any parcel on which another business licensed under this chapter is doing business.

(E) The distances specified in subsections (B), (C), and (D) of this section shall be measured in a straight line from any parcel line of the real property on which the business is proposed, to the nearest parcel line of the real property on which an existing business specified under this chapter is located.

5.38.090 On-site security.

(A) If the proposed or current business location is to be used at least in part for the sale of firearms, the business shall be a secure facility within the meaning of Penal Code Section [17110](#).

(B) If the business location is to be used at least in part for the sale of firearms, all heating, ventilating, air-conditioning, and service openings shall be secured with steel bars or metal grating.

(C) Any time a location is not open for business, every firearm shall be stored in one of the following ways:

(1) In a locked fireproof safe or vault within the business premises that meets the standards for a gun safe implemented by the Attorney General pursuant to Penal Code Section [23650](#); or

(2) Secured with a hardened steel rod or cable of at least one-fourth inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a boltcutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable at any time.

(D) Any time a location is open for business, every firearm shall be unloaded, inaccessible to the public and secured using one of the following three methods, except in the immediate presence of and under the direct supervision of an employee of the business:

(1) Secured within a locked case so that a customer seeking access to the firearm must ask an employee for assistance;

(2) Secured behind a counter where only the licensee and the employees are allowed. During the absence of the licensee or an employee from the counter, the counter shall be secured with a locked, impenetrable barrier that extends from the floor or counter to the ceiling; or

(3) Secured with a hardened steel rod or cable of at least one-fourth inch in diameter through the trigger guard of the firearm. The steel rod or cable shall be secured with a hardened steel lock that has a shackle. The lock and shackle shall be protected or shielded from the use of a boltcutter and the rod or cable shall be anchored in a manner that prevents the removal of the firearm from the premises. No more than five firearms may be affixed to any one rod or cable at any time.

(E) Any time a location is open for business, any ammunition that is not principally for use in pistols, revolvers, or other firearms capable of being concealed upon the person, as that term is defined in Penal Code Section [16530](#)(a), shall be inaccessible to the public and secured using one of the methods mentioned in subsection (D)(1) or (2) of this section, except in the immediate presence of and under the direct supervision of an employee.

(F) The permitted business location shall be secured by an alarm system that is installed and maintained by an alarm company operator licensed pursuant to the Alarm Company Act, Business and Professions Code Sections [7590](#) et seq. The alarm system must be monitored by a central station listed by Underwriters Laboratories, Inc., and covered by an active Underwriters Laboratories, Inc., alarm system certificate with a No. 3 extent of protection.

(G) The permitted business location shall be monitored by a video surveillance system that meets the following requirements:

(1) The system shall include cameras, monitors, digital video recorders, and cabling, if necessary.

(2) The number and location of the cameras are subject to the approval of Licensing Officer. At a minimum, the cameras shall be sufficient in number and location to monitor the critical areas of the business premises, including, but not limited to, all places where firearms or ammunition are stored, handled, sold, transferred, or carried, including, but not limited to, all counters, safes, vaults, cabinets, cases, entryways, and parking lots. The video surveillance system shall operate continuously, without interruption,

whenever the location is open for business. Whenever the location is not open for business, the system shall be triggered by a motion detector and begin recording immediately upon detection of any motion within the monitored area.

(3) In addition, the sale or transfer of a firearm or ammunition shall be recorded by the video surveillance system in such a way that the facial features of the purchaser or transferee are clearly visible.

(4) When recording, the video surveillance system shall record continuously and store color images of the monitored area at a frequency of not less than 15 frames per second. The system must produce retrievable and identifiable images and video recordings on media approved by the Licensing Officer that can be enlarged through projection or other means, and can be made a permanent record for use in a criminal investigation. The system must be capable of delineating on playback the activity and physical features of persons or areas within the premises.

(5) The stored images shall be maintained on the business premises for a period not less than one year from the date of recordation and shall be made available for inspection by Federal, State or local law enforcement upon request.

(6) The video surveillance system must be maintained in proper working order at all times. If the system becomes inoperable, it must be repaired or replaced within 10 calendar days. The license holder must inspect the system at least weekly to ensure that it is operational and images are being recorded and retained as required.

(7) The license holder shall post a sign in a conspicuous place at each entrance to the premises that states in block letters not less than one inch in height: THESE PREMISES ARE UNDER VIDEO SURVEILLANCE. YOUR IMAGE MAY BE RECORDED.

(H) The Licensing Officer may impose security requirements in addition to those listed in this section prior to issuance of the City license. Failure to fully comply with the requirements of this section shall be sufficient cause for denial or revocation of the City license by the Licensing Officer.

5.38.100 Compliance with State law.

Any person licensed under this chapter shall obey all applicable City, State and Federal laws; and in addition, comply with the following requirements:

(A) The business shall be carried on only in the building designated in the City license;

(B) The City license or a copy thereof, certified by the issuing authority, shall be displayed on the premises where it can easily be seen;

(C) No firearm shall be delivered unless it is unloaded and securely wrapped or unloaded and in a locked container;

(D) No firearm shall be delivered unless the purchaser presents clear evidence of his or her identity and age;

(E) No firearm, or imitation thereof, or placard advertising the sale or other transfer thereof, shall be displayed in any part of the premises where it can readily be seen from the outside;

(F) No firearm shall be delivered to any person that is prohibited by State or Federal law from possessing a firearm;

(G) The person licensed under this chapter shall post conspicuously within the licensed premises the following warning in block letters not less than three inches in height:

IF YOU LEAVE A LOADED FIREARM WITHIN THE REACH OR EASY ACCESS OF A CHILD, YOU MAY BE FINED OR IMPRISONED, OR BOTH, IF THE CHILD GAINS ACCESS TO AND IMPROPERLY USES, THE FIREARM.

5.38.110 Maintenance and submission of records.

(A) Each person licensed under this chapter shall maintain records of importation, shipment, receipt, sale or other disposition of firearms and ammunition, and shall make such records available at all reasonable times, and shall submit to the Licensing Authority such reports and information upon reasonable request. The Licensing Officer, or his or her designee, may enter the premises (including places of storage) of any City license holder during normal business hours for the purpose of inspecting or examining (1) any records or documents required to be kept; and/or (2) any firearms or ammunition kept or stored at such premises.

(B) The City license holder shall maintain records of all employees, identifying them by name, address, date of birth and Social Security number. The City license holder shall notify the Licensing Officer in writing within 10 calendar days of any change in employees and submit the required identifying information for each newly hired employee. Failure to comply with this section shall be grounds for revocation of the City license holder's license.

5.38.120 License renewal.

The term of City license is one year beginning each fiscal year on July 1st and ending on June 30th of the same fiscal year. A City license holder shall submit an application for renewal in person at least 90 calendar days before the expiration of the City license. License holders who apply for renewal shall be required to meet all standards specified in this chapter. All of the requirements and procedures applicable to new applications

shall apply to renewal applications. Each renewal application shall be accompanied by the applicable administrative fee.

5.38.130 License renewal nonassignable.

Except as otherwise hereinafter provided, no City license issued under this chapter may be sold, transferred or assigned by the firearms dealer or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such City license and such City license shall thereafter be deemed terminated and void.

5.38.140 Suspension and revocation.

Every City license issued under this chapter shall be subject to summary suspension and revocation by the Licensing Officer if he or she determines that:

- (A) The City license holder has failed to meet any of the requirements specified under this chapter;
- (B) The City license holder and/or any employee(s) has violated any of the conditions or provisions of this chapter;
- (C) The City license holder and/or any employee(s) has violated any provision of Federal or State firearms sales laws;
- (D) The City license holder's Federal firearms sales license has been revoked; or
- (E) The City license holder has committed any act which could have resulted in the denial of issuance of a firearms license.

5.38.150 Notification of suspension or revocation.

It shall be the duty of the Licensing Officer or his or her designee to notify any City license holder charged with any violation or misconduct, as described above, by serving such person, either personally or by first class United States mail, with a letter setting forth the particular written standard or condition which has been violated. The letter shall inform such City license holder of the right to a hearing before the City Council, at which time the City license holder may appear with a representative if so desired and be heard in defense of the charges. The City license holder shall also be given notice that any request for a hearing before the City Council must be made in writing to the City Clerk within 10 calendar days after the date on which notice is served on the City license holder. The suspension or revocation shall be effective on the date the notice is served on the City license holder. Such notice, if served by United States mail, shall be deemed to have been served on the date of its deposit in the United States mail, postage prepaid, to the City license holder's address of record.

5.38.160 Hearing on revocation or suspension.

(A) Any applicant or licensee who is aggrieved by any action taken in regard to a City license may request an appeal hearing before the City Council. Request for such hearing shall be in writing and filed with the City Clerk, and a copy filed with the Licensing Officer on or before 10 calendar days after the action appealed from was taken, and shall state the grounds upon which the aggrieved party claims there was improper denial, suspension or revocation of his or her license.

(B) Upon receipt of such request for hearing, the City Council shall set the matter for hearing not later than 20 calendar days thereafter unless the Council is not in session in which case the Council shall set the matter for hearing at the next available regular meeting date. The Council may also determine whether to stay the denial, suspension or revocation pending decision on the appeal. Written notice of the time and place of hearing on the matter shall be given by the City Clerk to the aggrieved party and to the Licensing Officer, and upon receipt of the notice of hearing the Licensing Officer shall forward to the City Council and provide to the appellant a report on this action with respect to the matter, attaching all relevant notices and any other materials relied upon by the Licensing Officer in making the decision.

(C) Upon hearing of the matter, the City Council may take such action or make such orders as the Board deems just and proper in the disposition of the matter.

5.38.170 Insurance requirements.

Each City license holder shall maintain at all times while engaged in said business a policy of public liability insurance. Said policy of insurance shall provide coverage in the amount and to the limits prescribed from time to time by the Licensing Officer in consultation with the City Attorney. Any such policy of insurance shall contain an endorsement naming the City of Scotts Valley and its employees as additional insureds and further providing that the insurance policy will not be cancelled without first providing 30 days' advance notice to the Licensing Officer. Failure to obtain and maintain insurance as required herein shall constitute grounds for revocation or suspension of the firearms dealer's City license.

5.38.180 Violations.

It shall be unlawful and a violation of this chapter for any person, corporation, partnership or other entity to operate a firearms business within the City of Scotts Valley without a valid City license issued pursuant to this chapter.

5.38.190 Penalties.

Any person or entity, whether as principal, agent, employee, or otherwise, violating or causing or permitting the violation of any of the provisions of this chapter, shall be guilty of an infraction for the first offense, or of a misdemeanor for any subsequent offense(s)

occurring within the one year after the first offense. Upon conviction, the person convicted shall be punished in accordance with Chapter 4.04 of the Scotts Valley Municipal Code.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 3. REPEALS CONFLICTING ORDINANCES. All other ordinances of the City of Scotts Valley or provisions of the Scotts Valley Municipal Code which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. CEQA. The City Council finds and determines that the enactment of this Ordinance is statutorily exempt from environmental review pursuant to the State CEQA Guideline Section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after the date of its adoption. Prior to the expiration of fifteen (15) days from the date of adoption, this Ordinance shall be published in at least three (3) public places.

This Ordinance was introduced on the 19th day of August, 2015, and passed and adopted by the City Council of the City of Scotts Valley on the _____ day of _____, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST:

Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

RESOLUTION NO. 1908
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY
ESTABLISHING A FIREARMS DEALER LICENSE FEE

WHEREAS, the safety of the community and its citizens is paramount; and

WHEREAS, the need to better regulate the establishments of firearm dealers so that proper security and safety measures are in place; and

WHEREAS, the ability of the City to deny a Firearms Dealer License due to inadequate safety and security precautions is in place.

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

A Firearms Dealer License Fee in the amount of \$150.00 is hereby established to recover City costs, including administration and enforcement activities.

The above and foregoing resolution was adopted at a duly held regular meeting of the City Council on the 19th day of August 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST: _____
Tracy A. Ferrara, City Clerk

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: Scotts Valley Library Upgrades

SUMMARY OF ISSUE

In March of 2013 the Santa Cruz Public Library system completed its Facilities Master Plan (Plan). This Plan gave recommendations for capital maintenance and improvements to the various library branches in the system. To finance and implement these improvements, the Santa Cruz Public Libraries Facilities Financing Authority (Authority) was formed through a joint powers agreement including the County of Santa Cruz and the Cities of Capitola, Santa Cruz, and Scotts Valley. The purpose of the Authority is to finance the acquisition, construction and improvement of public library facilities through the formation of a community facilities district under the Mello-Roos Community Facilities Act of 1982.

The formation of the community facilities district was put on hold until revisions to the Library Services Joint Powers Agreement and the Library Financing Authority Agreement were completed. It appears those are complete and will be coming to the various jurisdictions for approval in September. With those aside, the Board of the Library Facilities Financing Authority met on August 6. It is being recommended to form the community facilities district and place a bond measure on the June 2016 ballot.

The Library Facilities Financing Authority Board, consisting of the County Administrative Officer and the City Managers of Capitola, Santa Cruz, and Scotts Valley, will be deciding on the size of the bond measure to fund the various projects in about a month. Direction is needed for staff as to the projects to be included for Scotts Valley.

The Plan had three categories of improvements: Maintain, Gain, and Attain. The Maintain plan simply maintains the status quo and does not improve the function of the facility. The Gain plan improves customer access to data, consolidates staff service points, increases customer self-service opportunities, and enhances access to the collection. The Attain plan builds capacity by replacing undersized and/or outdated facilities.

For Scotts Valley's branch, the Maintain plan included a new roof and new HVAC units for a budget of \$1,007,000. The Gain plan included sound proofing and automated materials handling system for \$50,000 to \$300,000. The Attain plan included expanding into the space that the theater is now renovating. The cost to expand is listed in the Plan at \$4.4 million.

In addition to the projects on the attached listings, an additional improvement is being put forth for Live Oak: an annex to the Live Oak branch to be located in the Boys and Girls Club located at Shoreline Middle School for approximately \$3.3 million.

Attached is a listing of the costs for the projects being considered. The amounts include a budgeted amount as of August 2014 and updated numbers including the additional cost for Live Oak. The projects are mainly from the Maintain and Attain plans. The Attain projects are for Aptos, Felton, Capitola, and Downtown facilities. Per earlier polling, it was determined that the bond measure had favorable results in the \$50 to \$60 million range. The attached updated numbers total \$68 million. Therefore, some reductions will need to occur.

The Library Facilities Financing Authority Joint Powers Agreement was approved earlier to get the process started. In the agreement only \$1 of bond proceeds was allocated to the various facilities as a placeholder. The Agreement will need to be amended for the agreed-upon proceeds. All amendments must be approved unanimously by all parties to the Agreement.

FISCAL IMPACT

Improvements will be funded to the extent covered by bond proceeds. Any amounts above that will need to be funded by the City.

STAFF RECOMMENDATION

That Council discuss and provide direction to City staff regarding capital projects for the Scotts Valley branch library.

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Cost of improvements by Facility.....	8

Library Facilities Master Plan Improvements to Maintain Facilities

County of Santa Cruz

Aptos	\$1,800,000
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- New roof
- Restroom rebuild
- New interior finishes
- Exterior paint

Boulder Creek	\$1,271,000
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- Upgrade HVAC
- New roof
- New interior finishes
- Restroom upgrades

Felton	\$55,000
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- Minor maintenance until new facility is acquired.

La Selva Beach	\$258,000
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- New interior finishes
- New heating units
- New roof

Live Oak	\$1,100,000
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- Repaint exterior
- Replace interior finishes

Library Facilities Master Plan Improvements to Maintain Facilities

Cities in the Library Fund

Capitola **\$368,000**

- Foundation Repairs
 - New interior and exterior finishes
 - Replace HVAC package units
- (These represent only critical projects until a new permanent facility is acquired.)

Scotts Valley **\$1,007,000**

- Replace HVAC units
- Replace Roof

City of Santa Cruz

Branciforte **\$1,128,000**

- Front door and door lock replacement
- New interior finishes
- Window repair
- Replace built-up roof

Downtown **\$8,200,000**

- Replace sanitary waste lines
- Rebuild restrooms
- 50 year tile roof renewal
- Renew elevator
- Replace HVAC heating coils

Garfield Park **\$323,000**

- Interior finishes
- Exterior finishes
- HVAC rooftop units

Headquarters **\$724,000**

- Replace interior finishes and furniture

Library Facilities Master Plan

Potential New Amenities - Gain

County of Santa Cruz

Aptos

\$450,000 to \$700,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- Improved merchandising and display of materials
- New retractable wall at meeting room to improve flexibility
- Automated materials handling
- Renovation/expansion: 3,000-8,000 sq feet

Boulder Creek

\$325,000 to \$575,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- Improved merchandising and display of materials
- Reconfigured staff area to recapture space for public use
- Automated materials handling

La Selva Beach

\$250,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- Adult and children's areas swapped
- Well-defined teen area created

Live Oak

\$325,000 to \$575,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- New marketplaces for adults and children
- Collections consolidated to create flexible meeting space
- Automated materials handling

Library Facilities Master Plan

Potential New Amenities - Gain

Cities in the Library Fund

Scotts Valley

\$50,000 to \$300,000

- Sound proofing
- Automated materials handling

City of Santa Cruz

Branciforte

\$325,000 to \$575,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- Staff area reclaimed for group study
- Upgraded teen area
- New marketplace
- Automated materials handling

Downtown

\$1.4 to \$1.9 Million

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data
- Upgraded shelving
- Computer lab
- New teen area
- New marketplace
- Automated materials handling
- Renovation/structural remodel: 44,000 sq feet

Garfield Park

\$125,000

- Upgraded service desk, holds retrieval and self-check
- Upgraded customer access to power and data

Library Facilities Master Plan

Potential New Amenities - Attain

County of Santa Cruz

Aptos

\$7.6 to \$13.4 Million

- Expand facility from 8,000 square feet to 11,000 square feet

Felton

\$8,600,000

- New building: 9,300 sq feet
 - Flexible spaces and study rooms
 - Areas for preschool and school age children

Cities in the Library Fund

Capitola

\$10.2 to 12.9 Million

- New building: 12,000-15,000 sq feet
 - Multipurpose room
 - New marketplaces

Scotts Valley

\$4,400,000

- Expand into adjacent empty space of building

City of Santa Cruz

Downtown

\$24.9 to \$35.6 Million

- Structural remodel or replacement

Facilities Master Plan Costs

Branch	Budget as of August 2014	Project Requests
Aptos	\$7,939,000	\$10,000,000
Boulder Creek	\$1,584,000	\$1,600,000
Branciforte	\$1,590,500	\$1,600,000
Capitola	\$10,512,000	\$10,000,000
Downtown	\$26,249,000	\$28,200,000
Felton	\$9,394,000	\$9,400,000
Garfield Park	\$301,000	\$300,000
Headquarters	\$417,000	\$400,000
La Selva Beach	\$487,400	\$500,000
Live Oak	\$1,682,000	\$5,000,000
Scotts Valley	\$1,007,000	\$1,000,000
Total	\$61,162,900	\$68,000,000

CITY OF SCOTTS VALLEY
STAFF REPORT

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
SUBJECT: Siltanen Park Little League Lights Project Funding

SUMMARY OF ISSUE

Earlier this year, Corky Roberson, President of Scotts Valley Little League approached the City Council with the idea of installing lights at the little league field at Siltanen Park. Council directed staff to follow up on this. Staff has since met with the light company representatives at the site and received the following quote for lights and installation:

Lights: \$ 76,625
Installation: \$105,000
Total: \$181,625

Mr. Roberson has indicated that Scotts Valley Little League has the resources to fund one-half of this project. Because this amount is substantially higher than discussed at Council's April meeting, staff would like direction from Council whether to still proceed with this project.

In addition to the cost of the lights and the installation, there will be staff time and outside costs for consultants to process the required permits for this project. An additional \$7,300 would cover the cost of redirecting and adding reflective shields to the existing lights on the lower softball fields. This will direct more light onto the playing fields and shield surrounding properties.

FISCAL IMPACT

- \$90,812 (one-half of \$181,625) of Park Impact Fee funds for lights
- \$7,300 of Park Impact Fee funds for installation of the reflective shields
- Outside costs for consultants will depend on the extent of environmental review required.

STAFF RECOMMENDATION

Discuss the project and provide direction to staff on how Council would like to proceed on this project.

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Parks & Recreation Impact Fees

Current Cash Balance \$ 446,000

Budgeted Items 2015-16:

Siltanen Park	\$ 75,000	
MacDorsa Park Play Structure	50,000	
Playground Equipment	5,000	
Playground Surfacing	20,000	
Bocce Sidewalks / Drainage	<u>18,000</u>	<u>168,000</u>

Funds Remaining 278,000

Potential Other Projects:

Lights at Siltanen Park	90,813	
Reflective shields for field lights	7,300	
Siltanen Park Improvements by Contractor (net of \$75,000 above)	25,191	
Tennis Court Bathroom / Storage	106,000	
Tennis Court Additional Parking	6,210	
Transition Plan	<u>19,132</u>	<u>254,646</u>

Funds Remaining After Other Projects 23,354

If Siltanen projects done in-house, add back 41,231

Funds Remaining Using In-house Staff \$ 64,585

CITY OF SCOTTS VALLEY
STAFF REPORT

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
**SUBJECT: Update on School Site Modular Buildings and
Skypark Tennis Area Improvements**

SUMMARY OF ISSUE

On March 18 of this year Council approved the City's Five Year Capital Improvement Plan (CIP) for years 2015-2020. A portion of the CIP included projects that can be completed using Lennar funds. These funds are from a one-time donation to the City for use on parks and recreation related projects.

At the City's annual budget hearing on May 20 of this year Council Member Aguilar asked staff to return at later date with an update on the Lennar funded projects. A complete list of projects and associated costs approved by Council for using Lennar funds is attached to this staff report. There are two specific projects in the CIP involving Lennar funds:

- Modular Buildings at Brook Knoll and Vine Hill School Sties (16/17–17/18)
- Skypark Tennis Court Area Improvements (16/17)

Modular Buildings:

Though this project is not scheduled for this fiscal year, staff wants to bring to Council's attention the conditions at the Brook Knoll site as it warrants more immediate consideration. Staff recently conducted an inspection of the Brook Knoll modular and found certain temporary repairs that are needed to keep the building in operation for the start of upcoming school year. The City's maintenance staff has completed most of these repairs and will do what additional work is needed before school starts. These repairs should be considered temporary as the overall condition of the building is poor and in need of replacement.

The CIP has funds budgeted for the replacement of the Brook Knoll modular in fiscal year 16/17; however, due to the condition of the building, staff is asking Council to consider moving the replacement of the Brook Knoll modular up to the current FY 15/16 so that the City can move ahead with the replacement on the modular immediately. If given the approval to move forward, a great benefit is that the new building will include

restrooms. The current facility does have a refrigerator and kitchen sink but has no restrooms so children walk around the parking lot to use the school's facilities. This new amenity will improve the current conditions and increase the potential uses of the modular. Moving ahead now with this project may allow for the installation of the new building to take place over the school's two week winter break. If that is not able to happen then installation will take place immediately after the school recesses in June.

We also conducted an inspection at the Vine Hill School site. The Vine Hill modular has many of its own issues although they are not as significant as the issues at Brook Knoll. Like Brook Knoll, City maintenance crews have addressed the most immediate needs at this site. Staff is recommending that replacement or significant renovation of the Vine Hill site remain in its current location in the CIP for FY 17/18.

Staff is looking into a program that offers 10-year no interest financing. The loan is through a Childcare Facilities Revolving Loan Fund through the California Department of Education. Staff will continue to research the availability of this funding.

Skypark Tennis Court Area:

The proposed improvements at the Skypark tennis area include:

- Resurfacing of the tennis courts (\$25,000)
- Adding new bathrooms and storage area (\$106,000)
- Additional parking area (\$6,210)
- Overlay existing parking area and entrance road (\$11,785)

This work is scheduled in the CIP for next year; however, we are asking that Council consider approving this work to begin this fiscal year to address:

- Cracking and buckling of tennis court surfaces that could create trip hazards. Courts have only been resurfaced once before.
- Additional usage of the courts with activities such as dodgeball and pickleball have created more foot traffic on the courts and the need for more parking. Skypark residents call to complain about court users parking on the street.
- The existing parking lot is in need of resurfacing and restriping. People park in unauthorized spaces.
- Existing storage for tennis and other equipment is an inadequate older plastic shed without locking capabilities.
- Area generates enough usage to warrant permanent bathroom facilities. This will allow for the removal of the chemical toilets and associated rental costs (\$85/month).
- Staff has the quotes for these improvements and is ready to move on this project

FISCAL IMPACT

- Brook Knoll Modular Replacement: \$233,585.42 of the remaining and uncommitted \$866,129 of Lennar funds.

- Skypark Tennis Court Area Improvements: \$148,995 total to be paid with a combination of Lennar and Park DIF.

STAFF RECOMMENDATION

1. Authorize staff to begin the process of replacing the City's modular building at Brook Knoll School, including researching the no interest loan.
2. Authorize staff to move forward with the Skypark tennis court area improvements as outlined above.

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Account of designated Lennar funds to date

4

LENNAR FUNDS

Original Funding Amount		\$ 1,000,000
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Actual Costs:

Hillside Erosion under Pool	\$ 18,255	
Chairs/Tables at Community Center	14,528	
Pool Cover	7,452	
Recreation Van	<u>18,636</u>	58,871

Amounts Designated:

MacDorsa Park Retaining Wall	2,500	
Softball Infield Fines	10,000	
Siltanen Field Backstops	15,000	
Theater	25,000	
Octagon Building	12,500	
High School Turf	<u>10,000</u>	<u>75,000</u>

Funds Remaining		866,129
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Potential Other Projects:

Brook Noll Modular (2015-16)	233,585	
Resurface Tennis Court (2015-16)	25,000	
Overlay existing Tennis Parking Area (2015-16)	11,785	
Vine Hill Modular (2017-18)	<u>350,000</u>	<u>620,370</u>

Funds Remaining After Other Projects		<u><u>\$ 245,759</u></u>
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CITY OF SCOTTS VALLEY
STAFF REPORT

DATE: August 19, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
SUBJECT: Siltanen Park Improvements - CIP Funding

SUMMARY OF ISSUE

On March 18 of this year, Council approved the City's Five Year Capital Improvement Plan (CIP) for years 2015-2020. At the City's annual budget hearing on May 20 of this year, Council discussed the adequacy of the \$75,000 budgeted in the CIP to address needed improvements at Siltanen Park. Council Member Johnson asked staff to return at a later date with an update on how much money would be needed to make improvements to the barbeque area in addition to the replacement of a wood retaining wall.

Staff worked with an architect to determine what improvements could be made to the park and at the same time, making the barbeque area, including restrooms, ADA accessible. The retaining wall estimate is based on staff doing the work as it would be substantially higher (at least \$50,000) if done by an outside contractor. Based on the architect's recommendations, the following improvements can be made for the associated costs. These costs also include new flooring, water resistant wall coverings, fixtures, and privacy panels for the restrooms; and new countertops for the entire barbeque area:

Restrooms:	\$ 57,475
Barbeque area:	\$ 8,360
Modifications to building structure:	\$ 22,356 (archways & trellis)
Retaining wall (by City staff):	\$ 12,000
Total	\$100,191

The following are costs if we are able to have the work done in house by City maintenance crews. The material for the retaining wall material is the stacking cinder block style that is tan in color:

Restrooms:	\$21,000
Barbeque area:	\$ 8,360
Modifications to building structure:	\$17,600 (archways and trellis)
Retaining wall:	\$12,000
Total	\$58,960

Although there will be significant cost savings if the work is performed by City staff, it will take longer to complete the work and it could impact other projects and services typically performed by City staff. Some work may be subbed out, but this would no doubt create a drain on maintenance staff time.

FISCAL IMPACT

The fiscal impact is dependent on what improvements are done and what source of funds are used for the work.

STAFF RECOMMENDATION

Discuss the projects detailed above and provide direction to staff on the scope of improvements, if any, and how to fund them.

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Account of designated Lennar funds to date	4
Plans for barbeque area & restroom upgrades	5
Architect's renderings of potential design changes to barbeque area	13

Parks & Recreation Impact Fees

Current Cash Balance \$ 446,000

Budgeted Items 2015-16:

Siltanen Park	\$ 75,000	
MacDorsa Park Play Structure	50,000	
Playground Equipment	5,000	
Playground Surfacing	20,000	
Bocce Sidewalks / Drainage	<u>18,000</u>	<u>168,000</u>

Funds Remaining 278,000

Potential Other Projects:

Lights at Siltanen Park	90,813	
Reflective shields for field lights	7,300	
Siltanen Park Improvements by Contractor (net of \$75,000 above)	25,191	
Tennis Court Bathroom / Storage	106,000	
Tennis Court Additional Parking	6,210	
Transition Plan	<u>19,132</u>	<u>254,646</u>

Funds Remaining After Other Projects 23,354

If Siltanen projects done in-house, add back 41,231

Funds Remaining Using In-house Staff \$ 64,585

LENNAR FUNDS

Original Funding Amount		\$ 1,000,000
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Actual Costs:

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Pool Cover	7,452	
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Funds Remaining After Other Projects		<u>\$ 245,759</u>
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Siltanen Park Accessibility Improvements

Scope of Work:

1. To verify level of accessibility of the bathrooms and provide accessibility suggestions in areas of deficiency.
2. To provide accessibility suggestions to the BBQ area, including sink and countertops
3. To provide design suggestions for weather protection over snack bar service counters
4. To provide general design suggestions for improving architectural appearance at community areas.

Overview:

The Rec. Building and BBQ area are located on the edge of the park, slightly raised above the playing fields and adjacent to the swimming pool and children's play structure. There are a number of mature shade trees at the outside picnic area, and around the two-story Rec Building.

The Bathrooms are situated on the first floor of the Rec building, adjacent to the Snack Shack, and are accessed from an open BBQ / Eating area, which is bordered by a "south western style" arched stucco wall, with wood arbor, over the eating area and the double BBQ cooking / prep / serving area.

First Impressions:

The BBQ area is heavily shaded, the angular arches are low (7'-0" high), and the walls are monumental (2'-0" thick). The first impression is that the walls define the area too strongly, creating separation from the rest of the park, rather than inclusion. Though the area is well shaded, which is to be welcomed on a sunny day, like the day we visited, it is perhaps over shaded and the cooking area is too "dark" even on a sunny day, with the assumption the whole area would be darker on an overcast day.

The bathrooms:

The entrance doors are painted the same color as the walls of the Rec Building, and are not initially very visible. The bathrooms themselves are well-used, and finishes are in fair condition.

There are a number of issues within the bathrooms which do not meet accessibility codes (outlined below).

There is not an accessible path of travel to the Rec Building, the BBQ Area or the existing bathrooms.

Requirements:

1. We did not address bathroom requirements (# of fixtures) for the park, and assumed that the existing fixture count (Male: 2WC; 1 urinal; 2lavs, Female: 2WC; 3lavs) were adequate.
2. The Rec. Building and BBQ Area are not accessible. The path of travel from the existing parking appears to continue to the play structure and swimming pool, but does not connect to the Rec. Building or BBQ Area. In our opinion, this deficiency should be addressed in conjunction with the accessibility improvements in these areas.

Accessibility Analysis:

Men's Bathroom:

The following items are Code Deficient – see attached floor plan for locations.
Solutions are indicated in **red**.

1. Width of accessible toilet is 4'-10 ½". *Code Requirement is min. 5'-0"*
Solution: Rebuild framed party wall with studs on side to reduce width of wall, sheath with ¾" plywood and refinish.
2. Toilet is centered 16 ½" from adjacent wall. *Code Requirement is 17-18"*
Solution: Reduced wall width will satisfy 18" requirement.
3. The wall adjacent to the toilet is 50 ¼". *Code Requirement for installing a grab bar is min. 54"*
Solution: rebuilt wall will meet requirement.
4. The door strike distance on the exterior of the stall is 13". *Code requirement is 18"*
Solution: Install (n) partition door to accessible stall, with hinge tight to wall, and install (n) partition at second toilet, to achieve required strike distance
5. The urinal is 20" above floor. *Code Requirement is max. 17"*
Solution: Re-install (e) urinal at correct height. Repair finishes as necessary.
6. Accessible lavatory is 34 ½" above floor. *Code Requirement is 34" max.*
Solution: Re-install (e) lavatory at correct height. Repair finishes as necessary.
7. The hand dryer protrudes 8 ½" into the path of travel. *Code Requirement min. 4"*
Solution: Re-install (e) hand-dryer in location shown on plan. Repair finishes as necessary.
8. The hand dryer operating height is 45 ½". *Code Requirement max. 40"*
Solution: Re-install (e) hand-dryer at correct height.
9. There is a soffit at the entrance door at 6'- 10 ½". *Code Requirement min. 7'-0"*
Solution: Raise (e) soffit to achieve minimum height of 7'-0"
10. The light switch for the room is 50" above floor. *Code Requirement max. 48"*
Solution: Move light switch to correct height. Repair finishes as necessary.
11. Accessible signage is required on the entrance door and on the strike side of the door.

Accessibility Analysis:

Women's Bathroom:

The following items are Code Deficient – see attached floor plan for locations.

Solutions are indicated in **red**.

12. Width of accessible toilet is 4'-10 ¾". *Code Requirement is min. 5'-0"*
Solution: Rebuild framed party wall with studs on side to reduce width of wall, sheath with ¾" plywood and refinish.
13. The door strike distance on the exterior of the stall is 13". *Code requirement is 18"*
Solution: Reduced wall width will satisfy 18" requirement.
14. Accessible lavatory is 35 1/8" above floor. *Code Requirement is 34" max.*
Solution: Re-install (e) lavatory at correct height. Repair finishes as necessary.
15. The hand dryer protrudes 8 ½" into the path of travel. *Code Requirement min. 4"*
Solution: Re-install (e) hand-dryer in location shown on plan. Repair finishes as necessary.
16. The hand dryer operating height is 45". *Code Requirement max. 40"*
Solution: Re-install (e) hand-dryer at correct height.
17. The entrance door strike is less than 1". *Code Requirement is min. 18"*
Solution: Install (n) hollow metal door, with hinge on opposite side, to achieve required strike distance.
18. There is a soffit at the entrance door at 6'- 10 ½". *Code Requirement min. 7'-0"*
Solution: Raise (e) soffit to achieve minimum height of 7'-0"
19. The light switch for the room is 56" above floor. *Code Requirement max. 48"*
Solution: Move light switch to correct height. Repair finishes as necessary.
20. Accessible signage is required on the entrance door and on the strike side of the door.

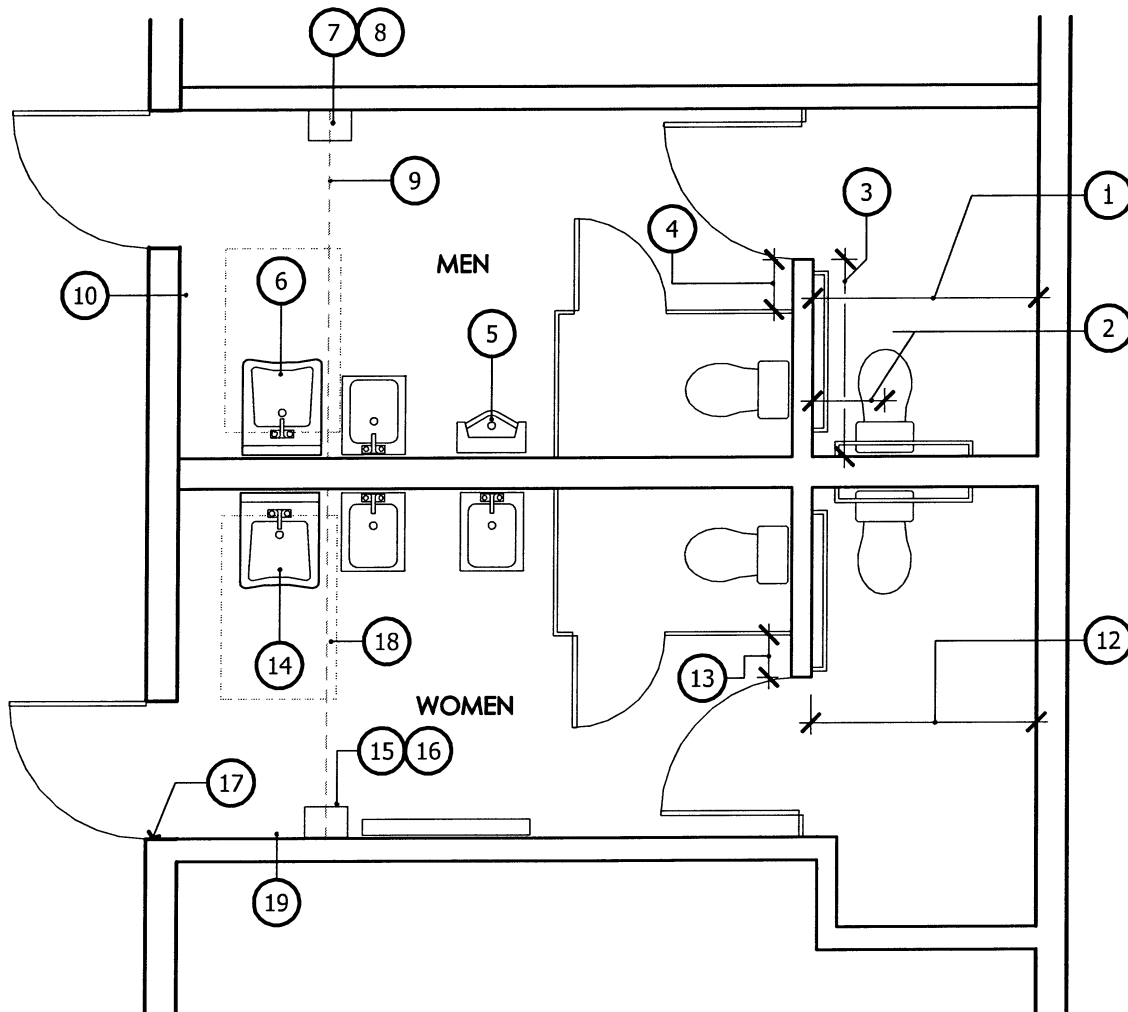
Accessibility Analysis:

Drinking Fountain:

1. There is a single height drinking fountain with the bubbler at 36" which meets the code requirement.
Since the drinking fountain is not in an alcove and is in the pedestrian way, barriers are required, projecting 18" from wall, with 32" clear between the barriers.
Solution: install barrier on both sides of drinking fountain
Note: Hi-Lo drinking fountain is provided nearby but not on an accessible path of travel to/from the BBQ Area.

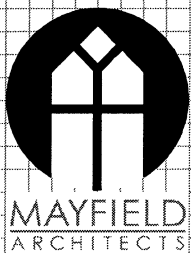
BBQ Area:

1. The BBQ pits are at 33 ½". Code Requirement is max. 34", but they do not have accessible wheelchair clearance below. Depending on the construction of the pit, accessibility may not be possible.
2. The countertops at the exterior of the BBQ are 38 ½". Code requires an accessible counter at max. 34", min width 36".
Solution: remove counter where located on plan, and install new counter at accessible height
3. Aisles between the BBQ pits and counters vary between 33 ½" and 51 ½" wide. Code Requirement is min. 44" wide.
Solution: rebuild BBQ island, resized to achieve required clearances. Relocate BBQ pits within new island as required.
4. The sink is not accessible. Code requires clear space for front approach; under counter clearance; and turning clearances. Also the faucet is not lever type.
Solution: remove (e) stainless steel sink, and reinstall in accessible location in re-built BBQ island. Install alternate, accessible faucet.
5. The entrance to the BBQ pits through the countertops is 31 ¼". Code Requirement min. 32" clear.
Solution: remove counter where located on plan, and install new counter to achieve required clearances.



BATHROOM PLAN - Existing

1/4" = 1'-0"



ACCESSIBILITY IMPROVEMENTS

at
SILTANEN PARK
for

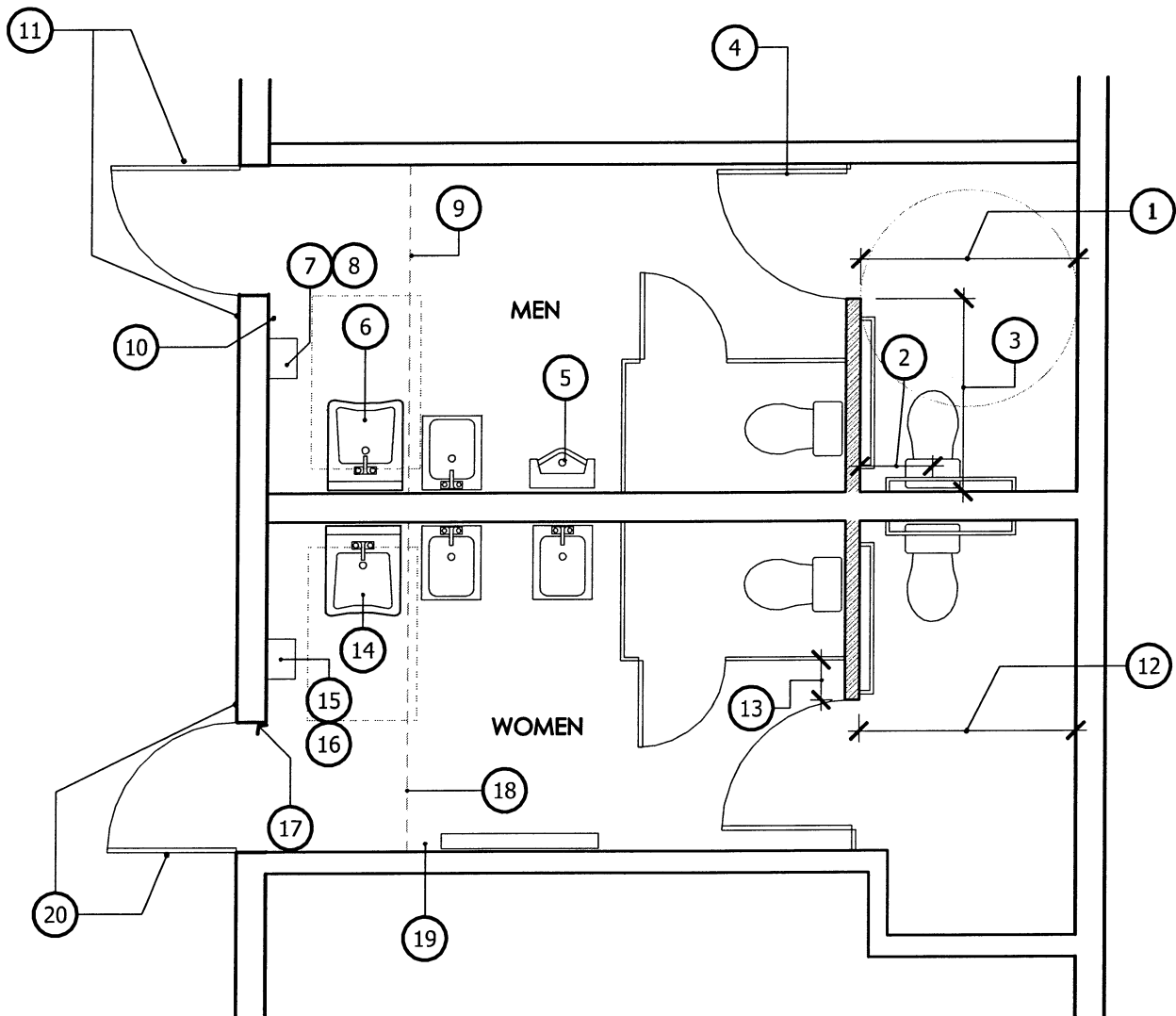
CITY OF SCOTTS VALLEY, CA

PROJECT # 212-15

SHEET# 1

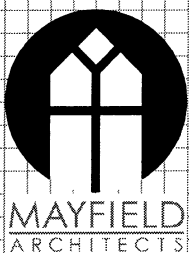
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BATHROOM PLAN - Proposed

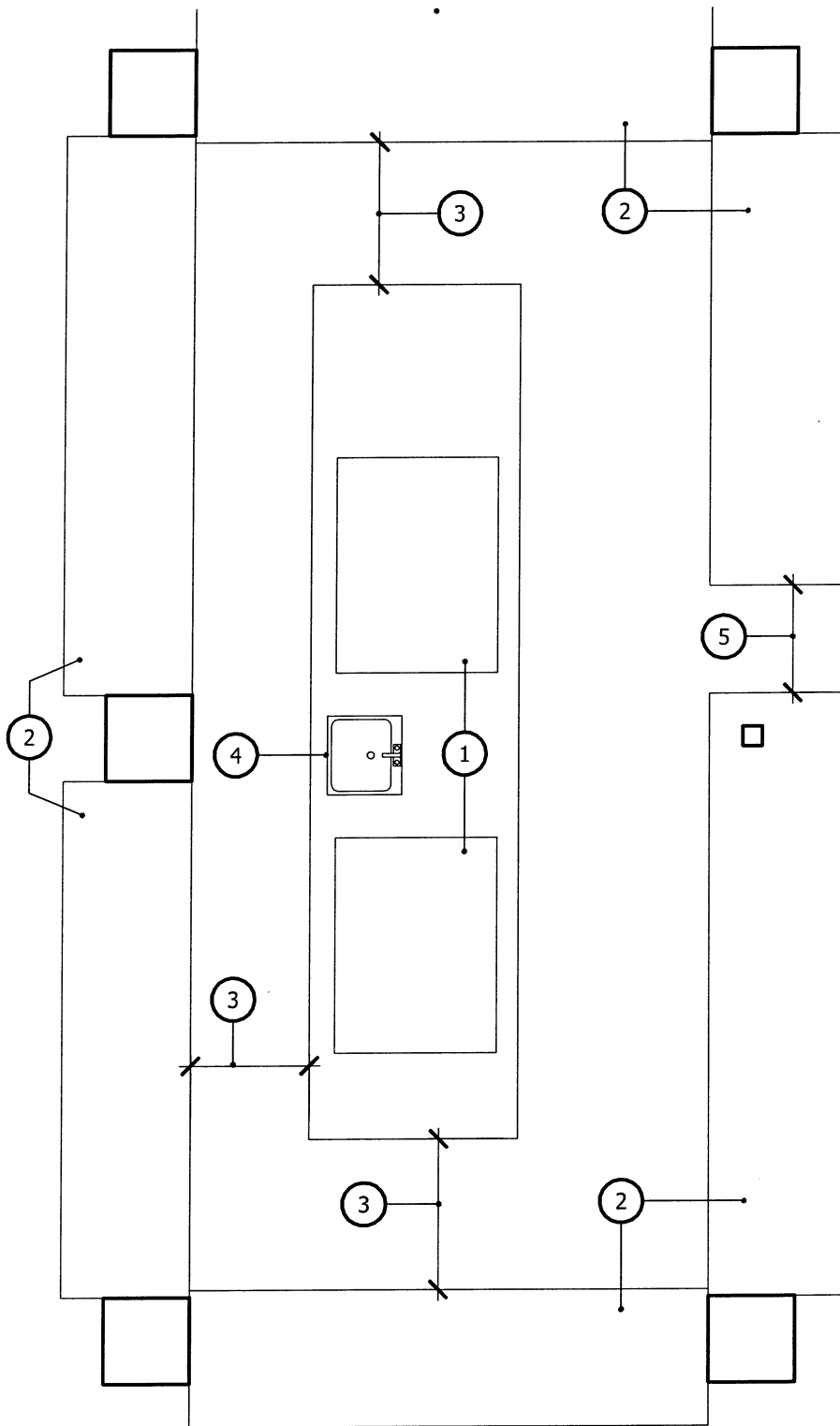
1/4" = 1'-0"



ACCESSIBILITY IMPROVEMENTS
at
SILTANEN PARK
for
CITY OF SCOTTS VALLEY, CA

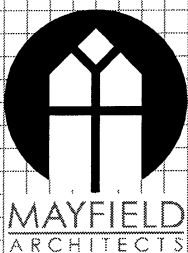
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BBQ AREA PLAN - Existing

1/4" = 1'-0"

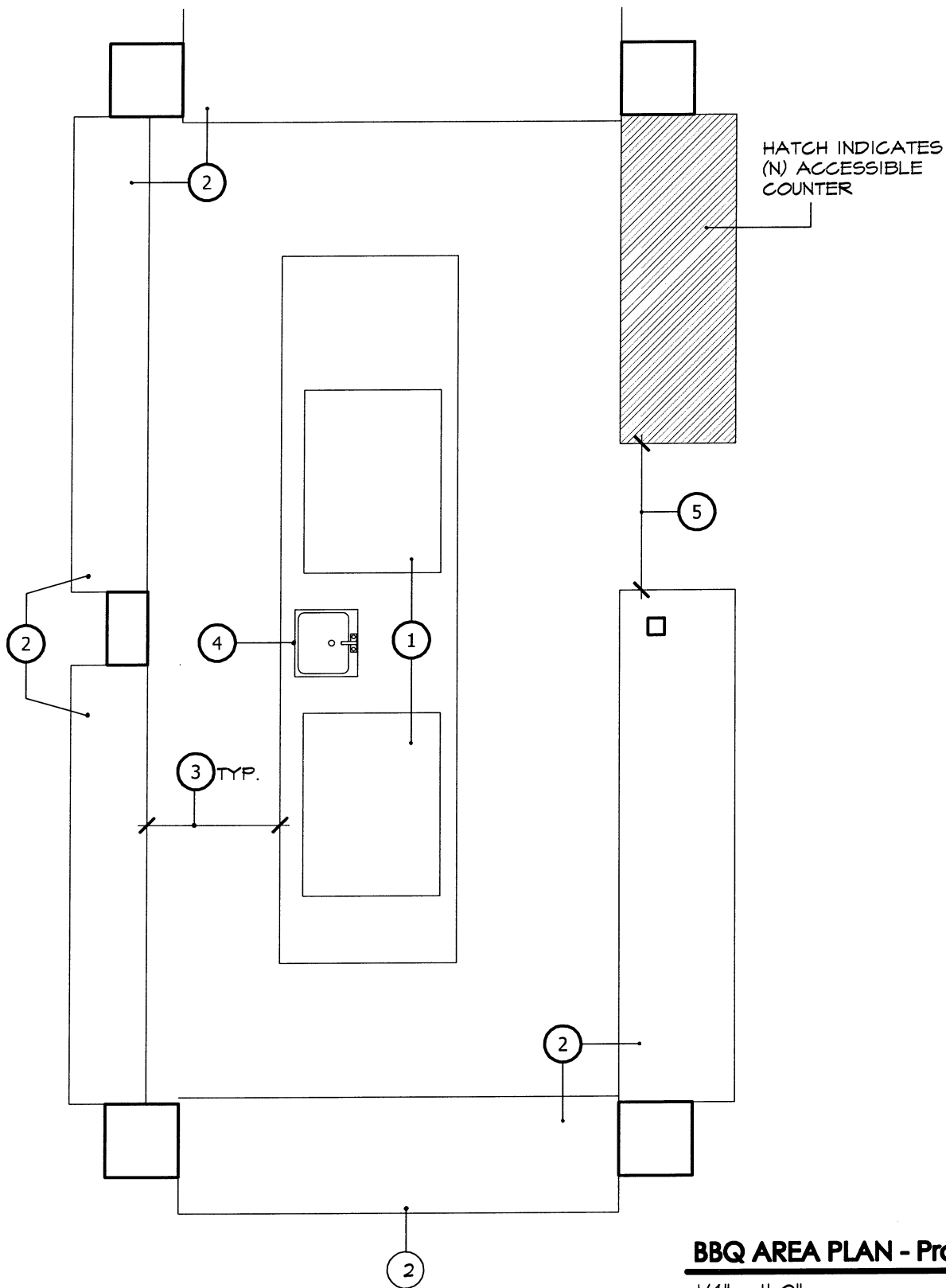


ACCESSIBILITY IMPROVEMENTS AT SILTANEN PARK

FOR THE CITY OF SCOTTS VALLEY, CA

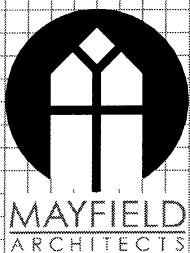
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BBQ AREA PLAN - Proposed

1/4" = 1'-0"



ACCESSIBILITY IMPROVEMENTS
AT
SILTANEN PARK

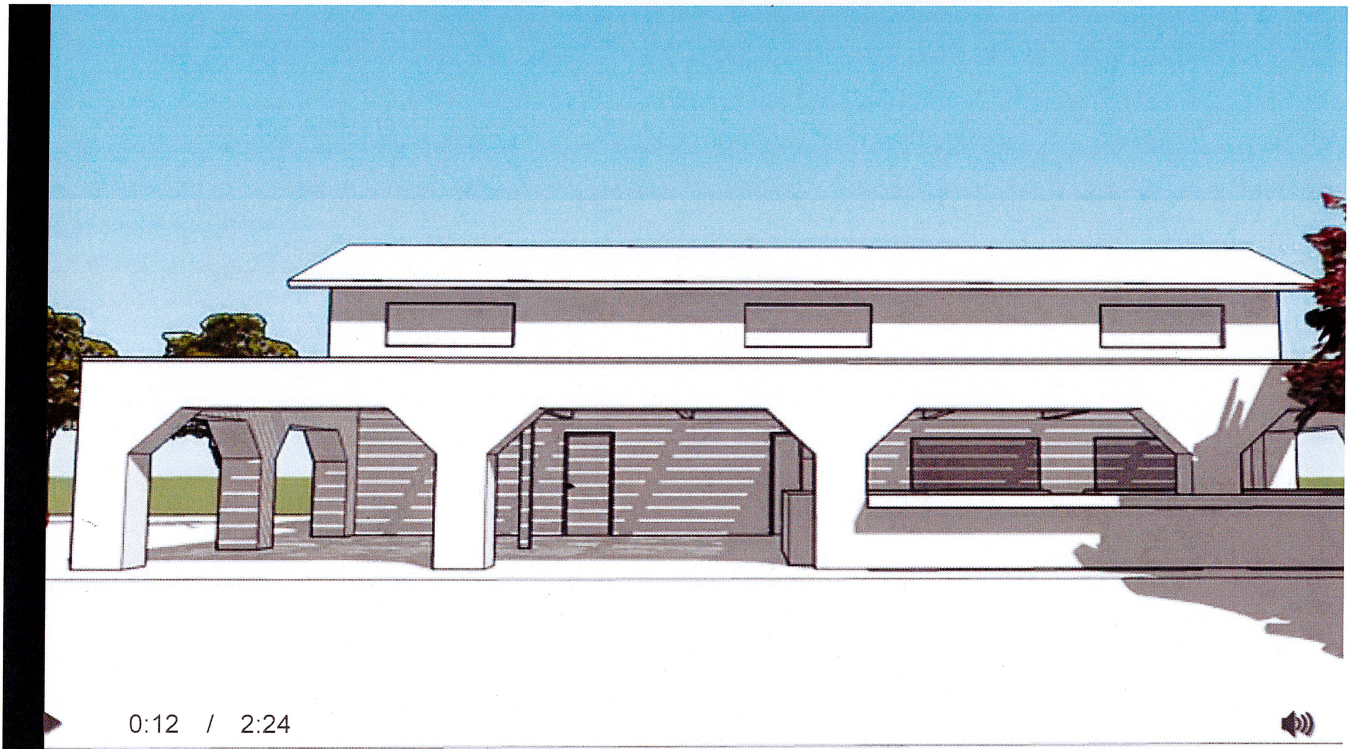
FOR THE CITY OF SCOTTS VALLEY, CA

PROJECT # 212-15

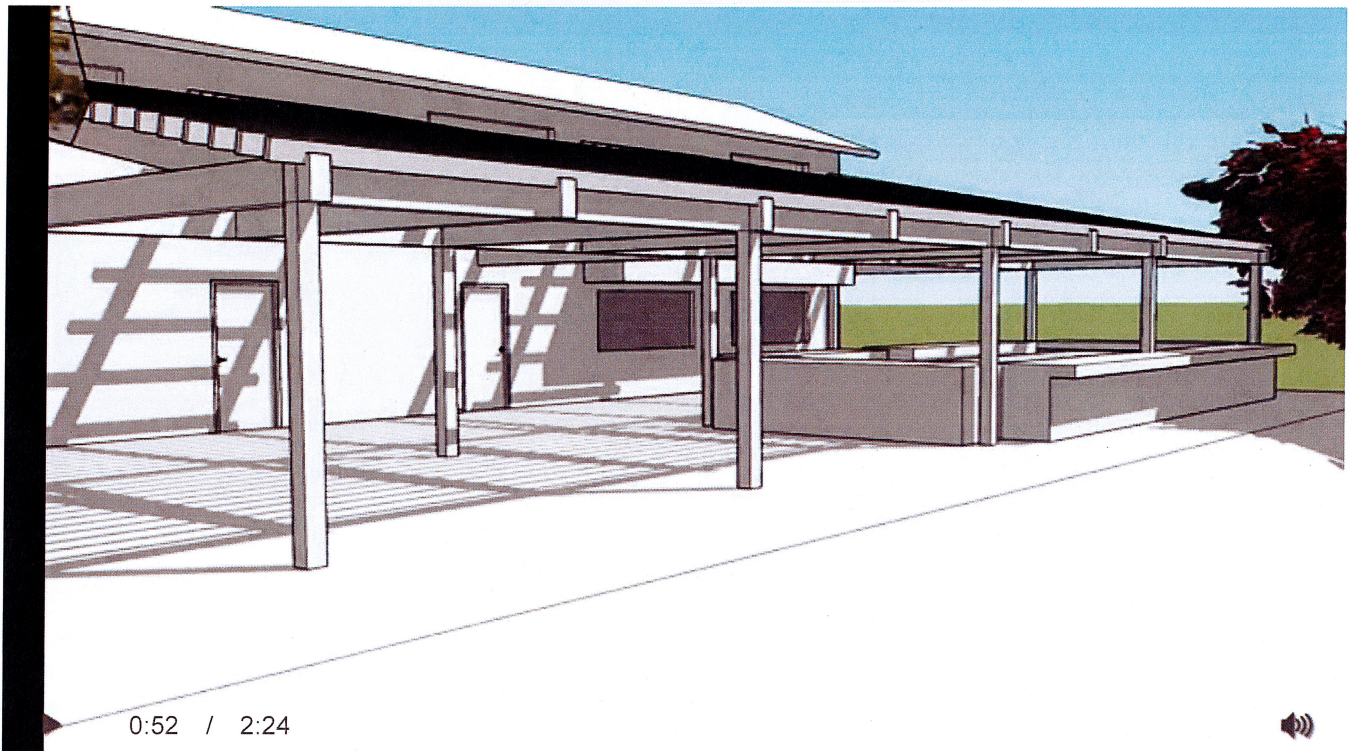
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EXISTING DESIGN



DESIGN OPTION 1



DESIGN OPTION 2

