



A G E N D A

Meeting of the Scotts Valley City Council

Date: December 16, 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 12-11-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
---	---	--

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
--	---

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

SPECIAL SET MATTERS:

- a) Nomination/Motion of Mayor/Chair
(Conducted by City Manager)
- b) Nomination/Motion of Vice Mayor/Vice Chair
(Conducted by newly appointed Mayor)
- c) Brief recess

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 12-4-15
- B. Approve check register – 12-4-15
- C. Approve First Amendment to At Will Employment Agreement between the City of Scotts Valley and Charles Comstock for Interim City Manager services beginning December 31, 2015
- D. Second reading and approval 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
- E. Approve first amendment to Memorandum of Understanding between the City of Scotts Valley and the Scotts Valley Mid-Management Association for the period July 1, 2015 to June 30, 2017

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. Oral presentation from Alex Clifford, General Manager of the Santa Cruz Metropolitan Transit District
- 2. Consideration of membership in the Monterey Bay Economic Partnership (CityManager/Ando)

PUBLIC HEARING (To be heard at 6:30 p.m.)

- 3. APPEAL HEARING: Consideration of an appeal of the Planning Commission's failed motion to extend Variance and Design Review permits to build a debris flow wall (and other property improvements) at 903 Whispering Pines Drive & 100 Blueberry Court / APNS 021-291-27 and 021-291-28 (Planning Files V05-002.3 and DR05-022.3) (Planning/Fodge)
 - ➔ Open public hearing
 - ➔ Close public hearing
 - ➔ Approve Resolution No. 1848.1

REGULAR AGENDA

(For Regular Agenda items following the public hearing. Regularly scheduled subjects of discussion on the Regular Agenda include:)

4. Consideration of amendments to agreements regarding the Santa Cruz County Library System (CityManager/Ando)
5. Consideration of installation of memorial rock at Siltanen Park (Recreation/Kard)
6. Review and consideration of continuation of rebate program for water efficient fixtures (CityManager/Ando)
7. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT:

- (1) Conference with legal counsel regarding real property negotiations.
Legal Authority: Govt Code section 54956.8
Location/APN's: The City of Scotts Valley ocean outfall pipeline starting at the City's wastewater facility, APN 021-061-25 and through Hocus Pocus Park, APN 021-061-45 which runs along Whispering Pines Drive, to Estrella Drive, to Lockewood Lane to Graham Hill Road with turnouts located off of Sims Road and Deer Path Road onto APN 060-011-02, the Pasatiempo Golf Club
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager, Public Works Director
- (2) Conference with labor negotiator re employee negotiations with SEIU.
Legal Authority: Govt Code section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager
- (3) City Attorney Performance Evaluation
Legal Authority: 54957
Staff Present: City Attorney

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.



The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000; or, from or to Speech-to-Speech, English & Spanish 1-800-854-7787), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

MINUTES

CONSENT AGENDA ITEM A
DATE: 12-16-15

Special Closed Session Meeting of the Scotts Valley City Council

Date: December 4, 2015

POSTING:

The agenda was posted on 12-3-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 8:06 a.m.

ROLL CALL

Present:	Dene Bustichi, Mayor	Kirsten Powell, City Attorney
	Donna Lind, Vice Mayor	
Left mtg at 8:09 am	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 8:00 p.m. to discuss the following item:

- (1) Pursuant to Government Code Section 54957(b)(1), the City Council met in closed session for City Manager Performance Evaluation.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:54 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 8:54 p.m.

Approved: _____

Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	000182 A SIGN ASAP	106018	12/04/15	492.75
	001055 ADAMSON POLICE SUPPLY	106019	12/04/15	134.27
	002059 ALCOPRO, INC	106020	12/04/15	21.00
	000881 ALVAREZ INDUSTRIES INC.	106021	12/04/15	2,326.00
	000620 ALVAREZ/TONY	106022	12/04/15	20.00
	003482 APGN INC	106023	12/04/15	729.33
	001009 ARD/KRISTIN	106024	12/04/15	30.00
	001464 ARMSTRONG/WAYNE	106025	12/04/15	480.00
	001631 ART CLEANERS	106026	12/04/15	421.70
	000998 ASSOCIATED SERVICES CO.	106027	12/04/15	98.61
	001373 BAY TREE, LLC	106028	12/04/15	3,620.38
	001593 BENEDICT DDS/NANETTE	106029	12/04/15	121.60
	.14965 BLUM/ISAAC	106030	12/04/15	24.19
	000500 BOLANOS/DORENE	106031	12/04/15	20.00
	000437 BRASS KEY LOCKSMITH	106032	12/04/15	8.15
	000053 BSN SPORTS	106033	12/04/15	452.38
	000053 BSN SPORTS	106034	12/04/15	843.23
	001017 C.W.E.A.	106035	12/04/15	91.00
	001633 CAL-WEST LIGHTING & SIGN	106036	12/04/15	793.16
	003174 CAPITAL ONE COMMERCIAL	106037	12/04/15	2,107.24
	000773 CENTRAL COAST LANDSCAPE	106038	12/04/15	383.00
	002091 COMCAST	106039	12/04/15	133.98
	001941 COMMUNITY TECHNOLOGY ALL	106040	12/04/15	542.00
	001860 CONTRERAS/EFRIAM	106041	12/04/15	31.50
	000037 CRYSTAL SPRINGS WATER CO	106042	12/04/15	18.90
	003043 CSG CONSULTANTS, INC	106043	12/04/15	680.00
	.14962 DAY ONE SOLAR INC	106044	12/04/15	216.00
	000975 DEAN/MICHAEL R.	106045	12/04/15	1,008.00
	003160 DIXON & SON TIRE	106046	12/04/15	83.23
	003447 DORAN POLYGRAPH SERVICES	106047	12/04/15	250.00
	003286 ENCOMPASS YOUTH SERVICES	106048	12/04/15	272.00
	003286 ENCOMPASS YOUTH SERVICES	106049	12/04/15	397.00
	000054 EWING IRRIGATION PRODUCT	106050	12/04/15	64.95
	000202 FEDERAL EXPRESS	106051	12/04/15	116.63
	000582 FERRARA/TRACY A.	106052	12/04/15	200.00
	003154 FLANNERY/MARLENE	106053	12/04/15	69.11
	001597 FLEMING/JOSEPHINE	106054	12/04/15	1,012.50
	001657 GOLDEN GATE TRUCK CENTER	106055	12/04/15	250.18
	001828 GONZALES/GABE	106056	12/04/15	20.00
	000615 HOHMANN/PATRICK J.	106057	12/04/15	289.98
	001841 IDEXX LABORATORIES, INC.	106058	12/04/15	1,091.23
	001075 J.A.M. SERVICES INC.	106059	12/04/15	2,610.00
	001903 JONES/KIMARIE	106060	12/04/15	20.00
	003074 KATES/CORRIE	106061	12/04/15	44.90
	002032 KT MECHANICAL INC	106062	12/04/15	15,470.82
	003479 LIPS DDS/ PHILIP J	106063	12/04/15	148.00
	003321 LOPEZ/RENE	106064	12/04/15	20.00
	001591 MARKELL/ROD	106065	12/04/15	1,974.00

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
.14959	MARTELL/SHARON	106066	12/04/15	200.00
003428	MEIER/PAUL	106067	12/04/15	42.00
003171	MICHALAK/GENE	106068	12/04/15	110.00
000967	MONTEREY BAY SYSTEMS	106069	12/04/15	620.66
000463	NOB HILL FOODS	106070	12/04/15	489.03
000088	NORTH BAY FORD-LINCOLN-	106071	12/04/15	272.51
001872	NORTH CENTRAL LABORATORI	106072	12/04/15	1,233.65
000101	PACIFIC GAS & ELECTRIC C	106073	12/04/15	36,634.88
000098	PALACE ART & OFFICE	106074	12/04/15	1,063.32
001787	PETRINI'S GARDENING SERV	106075	12/04/15	75.00
003480	PIONEER GRAPHICS COMM. P	106076	12/04/15	694.84
001876	POLITO/BRANDON	106077	12/04/15	168.00
003323	POMPETTE/NICOLE	106078	12/04/15	20.00
001233	PORTER DDS MS/BRENT J	106079	12/04/15	100.00
003117	PRIORITY 1 PUBLIC SAFETY	106080	12/04/15	14,884.09
001097	PRODESSE PROPERTY GROUP	106081	12/04/15	3,522.64
003481	REGIONAL WATER MGMT FOUN	106082	12/04/15	5,000.00
000171	RIVERSIDE LIGHTING INC	106083	12/04/15	119.87
003052	RJL ENTERPRISES	106084	12/04/15	250.12
000201	SAFETY-KLEEN CORP	106086	12/04/15	873.44
000135	SAN LORENZO VALLEY WATER	106087	12/04/15	30.64
.14963	SANTA CRUZ WESTSIDE ELEC	106088	12/04/15	256.00
000820	SANTA CRUZ/COUNTY OF	106089	12/04/15	5,000.00
000915	SANTA CRUZ/COUNTY OF	106090	12/04/15	52.00
000129	SCOTTS VALLEY BANNER	106091	12/04/15	43.00
000115	SCOTTS VALLEY TRANSMISSI	106092	12/04/15	612.25
.14961	SILVIA/DONNA	106093	12/04/15	48.11
001535	SKIP'S TIRE & AUTO CENTE	106094	12/04/15	589.76
003287	SLV ELECTRIC, INC	106095	12/04/15	270.00
003379	SNAP ON INDUSTRIAL	106096	12/04/15	709.34
001883	STATE WATER RESOURCES	106097	12/04/15	6,869.00
001883	STATE WATER RESOURCES	106098	12/04/15	170.00
001883	STATE WATER RESOURCES	106099	12/04/15	300.00
.14958	STEPKA/THELMA	106100	12/04/15	120.00
000882	SUPERIOR ALARM COMPANY	106101	12/04/15	977.00
003363	SUSCO/JOSEPH	106102	12/04/15	42.00
001244	SUSSMAN/HEIDI	106103	12/04/15	308.00
003330	TERRELL/ELLIOTT	106104	12/04/15	42.00
003330	TERRELL/ELLIOTT	106105	12/04/15	210.00
001933	THURINGER/JOE	106106	12/04/15	20.00
003347	TOWNE FORD	106107	12/04/15	30,116.19
001497	TURF & INDUSTRIAL EQUIP.	106108	12/04/15	559.29
.14964	VELASCO/JOSE	106109	12/04/15	100.00
000899	VISTA CENTER FOR THE BLI	106110	12/04/15	503.50
003372	VLAHANDREAS/NICK	106111	12/04/15	42.00
003308	VOGEL DDS/DARI	106112	12/04/15	27.00
000443	WALPOLE/STEVE	106113	12/04/15	151.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001342 WELCH/JAMES	106114	12/04/15	20.00	
	003008 WILLIAMS/JESSE	106115	12/04/15	20.00	
	GENERAL CHECKING ACCOUNT			155,055.03	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
12/07/2015 09:22:52
GL540R-V07.27 PAGE 4

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				155,055.03

RECORDS PRINTED - 000146

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
12/07/2015 09:22:54
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	41,304.13
002	RECYCLING/ENVIRONMENTAL	6,869.00
004	RECREATION	4,385.00
010	WASTEWATER OPERATIONS	43,495.97
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.02
028	SENIOR CENTER	2,076.05
036	DISABILITY COMPLIANCE FUND	2.00
050	PINEWOOD EST LNDSCP MAINT DT	423.50
077	SKYPARK MAINT ASSESS DIST	32.03
112	DENTAL INS INTERNAL SERV	547.60
123	COMMUNITY FACILITY CENTER	1,396.70
306	SUPPL LAW ENFORCEMENT SRVS	45,406.03
TOTAL ALL FUNDS		155,055.03

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	155,055.03
TOTAL ALL BANKS		155,055.03

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

DATE: December 16, 2015
TO: Mayor Bustichi and City Council Members
FROM: Kirsten Powell, City Attorney
**SUBJECT: APPROVAL OF FIRST AMENDMENT OF AT WILL EMPLOYMENT
AGREEMENT FOR SPECIFIED INTERIM CITY MANAGER SERVICES**

SUMMARY OF ISSUE

On December 30, 2015, City Manager Steve Ando will be going retiring. Due to the current workload at City Hall, the City needs additional managerial help to ensure smooth operations. Former City Manager Chuck Comstock has agreed to assist the City by providing City Manager services on a temporary and non-permanent basis. Mr. Comstock served as the City's City Manager from 1991 until his retirement in 2008 and possesses the special skills necessary to perform the duties of City Manager.

As a CalPERS retiree, Mr. Comstock is limited in the amount of hours he can work and the amount he can be paid. Mr. Comstock is only allowed to work 960 hours per fiscal year. Pursuant to this agreement, he will work a maximum of 40 hours per week. The term of the agreement will expire begins December 31, 2015 for a limited duration and will end upon hiring of a permanent City Manager or at such time as Employee has worked the maximum number of hours. Mr. Comstock's compensation cannot exceed the maximum monthly salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. The hourly rate of this agreement is consistent with that requirement. Mr. Comstock will not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

FISCAL IMPACT

Mr. Comstock will be paid \$110.00 per hour for each hour worked under the contract.

STAFF RECOMMENDATION

Approve the first amendment to the At Will Employment Agreement for Specified Interim City Manager Services with Chuck Comstock.

TABLE OF CONTENTS

PAGE

First Amendment of At Will Employment Agreement	2
---	---

**FIRST AMENDMENT TO
AT WILL EMPLOYMENT AGREEMENT FOR SPECIFIED INTERIM
CITY MANAGER SERVICES**

This Employment Agreement (this "Agreement") is made and entered into this 4th day of November, 2015, by and between the City of Scotts Valley, a municipal corporation ("City"), and Charles Comstock, an individual ("Employee").

RECITALS

WHEREAS, City's current City Manager will be retiring on December 30, 2015;

WHEREAS, the City desires to appoint Employee to perform specified interim city manager services on a temporary and non-permanent basis pursuant to this Agreement;

WHEREAS, the parties have determined that Employee possesses the special skills necessary to perform satisfactorily pursuant to this Agreement;

WHEREAS, Employee certifies he has been retired for more than 180 days preceding the effective date of this Agreement;

WHEREAS, Employee certifies he has not received any unemployment insurance compensation arising out of public employment for the 12-month period prior preceding the effective date of this Agreement;

WHEREAS, accordingly, City shall compensate Employee pursuant to Government Code Sections 7522.56 and 21221(h) for his performance related to this Agreement; and

WHEREAS, all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement; and

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

1. DUTIES

- 1.1. Employee shall perform the duties, obligations, roles and responsibilities identified in Chapter 2.04 of the Scotts Valley Municipal Code, by reference, and under the direction and control of the City Council. The parties recognize that Employee's work will be performed at City Hall as well as outside the office as appropriate to perform the required duties. Employee shall have access to a City car while performing City business.
- 1.2. Employee agrees that all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement.
- 1.3. Employee agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with his performance pursuant to this Agreement. Employee further covenants that in the performance of this Agreement he shall be subject to 8100 *et seq.* and the City's Conflict of Interest Code.

2. TERM OF EMPLOYMENT

2.1. The term of this Agreement begins December 31, 2015 for a limited duration and will end upon hiring of a permanent City Manager or at such time as Employee has worked the maximum number of hours allowed under Government Code Sections 7522.56 and 21221(h), unless otherwise terminated pursuant to Section 2.2 of this Agreement.

2.2. The Agreement may be terminated immediately upon notice. Employee acknowledges and agrees that he shall serve at the pleasure of City Council on an "At Will" basis without due process.

3. COMPENSATION

3.1. City agrees to compensate Employee in the amount of \$110.00 per hour, not to exceed an average of 40 hours per week, for services actually rendered pursuant to this Agreement as total compensation, payable in installments at the same time and manner as other employees of the City. Employee acknowledges and agrees that he shall have no rights to any other benefits, including vacation, retirement, or otherwise which accrue to other employees of the City, and hereby expressly waives any claim to any such rights. Employee shall be limited to working no more than 960 hours per fiscal year for all employers.

3.2. Employee agrees to provide services to the City required pursuant to this Agreement as an Employee of City. Accordingly, therefore, City and Employee agree that City shall indemnify Employee as if he were a regular employee pursuant to the provisions of Title 1, Division 3.6 of the Government Code. Employee's compensation shall be subject to all required deductions and withholdings as any other employee of City, provided however, that no deductions or withholdings shall be made for the purpose of contribution to any employment benefits regularly provided to City employees.

4. OTHER TERMS AND CONDITIONS OF APPOINTMENT

4.1. City, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of employment provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other applicable law.

5. NOTICES

Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal service, postage prepaid, addressed as follows:

CITY:
Attn: Mayor Dene Bustichi
City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

EMPLOYEE:
Charles Comstock
215 El Camino Road
Scotts Valley, CA 95066

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.

6.0 GENERAL PROVISIONS

6.1. The text herein shall constitute the entire agreement between the parties.

6.2. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of City.

6.3. Employee agrees that all documents and writings of any type produced in the performance of this Agreement and delivered to the City or staff shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of City upon its request without additional compensation.

6.4. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

6.5. This Agreement shall be governed by the laws of the State of California and any litigation brought pursuant to it shall be in Santa Cruz County. Employee expressly waives any right he might otherwise have as provided in Code of Civil Procedure Section 394 to remove any action from Santa Cruz County.

6.6. The Agreement constitutes the entire Agreement between City and Employee and supersedes and replaces all prior or contemporaneous agreements, understandings or commitments between City and Employee. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both City and Employee.

6.7. The Agreement may be signed in counterpart or duplicate copies and any signed counterpart of duplicate copy shall be equivalent to a signed original for all purposes.

6.8. The Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by City and Employee.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor on behalf of City, and Employee has signed and executed this Agreement the day and year first written.

CITY:
City of Scotts Valley

EMPLOYEE:
Charles Comstock

By: Dene Bustichi, Mayor

Charles Comstock

ATTEST:

APPROVED AS TO FORM:

Tracy A. Ferrara, City Clerk

Kirsten M. Powell, City Attorney

ORDINANCE NO. 188

**AN ORDINANCE OF THE CITY OF SCOTTS VALLEY 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**

**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 5.22 entitled “Tobacco Retailer Licenses” to read as follows:

“Chapter 5.22

Tobacco Retailer Licenses

- 5.22.010 Definitions
- 5.22.020 Tobacco retailer license – Violations.
- 5.22.030 Limits on tobacco retail license.
- 5.22.040 Application procedure.
- 5.22.050 Issuance of tobacco retail license.
- 5.22.060 License renewal and expiration.
- 5.22.070 License nontransferable.
- 5.22.080 Fee for license.
- 5.22.090 Suspension or revocation of license by Chief of Police.
- 5.22.100 Notice of intended decision.
- 5.22.110 Procedure for hearing before the Chief of Police.
- 5.22.120 Decision of the Chief of Police.
- 5.22.130 Appeal.
- 5.22.140 Tobacco retailing without a license – Seizure.
- 5.22.150 Enforcement.
- 5.22.160 Notice.
- 5.22.170 Stipulated fine in lieu of hearing.

5.22.010 DEFINITIONS.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

- (a) “Chief of Police” shall refer to the City of Scotts Valley Chief of Police or the person designated by the Chief of Police.
- (b) “Drug paraphernalia” shall have the definitions set forth in California Health and Safety Code Section 11014.5, as that section may be amended from time to time.
- (c) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part,

or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.

(d) “Person” shall mean any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(e) “Proprietor” shall mean a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

(f) “Tobacco paraphernalia” shall mean any item designed for the consumption, use, or preparation of Tobacco Products.

(g) “Tobacco product” shall mean:

(1) Any product containing, made or derived from tobacco or nicotine that is intended for human consumption whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and

(2) Any Electronic Smoking Device. Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory of a tobacco product whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for the sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(h) “Tobacco retailer” means any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia. “Tobacco Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(i) “Self-Service Display” means the open display or storage of Tobacco Products or Tobacco Paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer.

(j) “Significant Tobacco Retailer” means any Tobacco Retailer for which the principal or core business is selling Tobacco Products, Tobacco Paraphernalia, or both, as evidenced by the fact that (1) twenty percent (20%) or more of floor or display area is devoted to Tobacco products, Tobacco Paraphernalia, or both; (2) sixty-seven percent (67%) or more of gross sales receipts are derived from Tobacco Products, Tobacco Paraphernalia, or both; or (3) fifty percent (50%) or more of completed sales transactions include Tobacco Products or Tobacco Paraphernalia.

.5.22.020 TOBACCO RETAILER LICENSE – VIOLATIONS.

(a) It shall be unlawful for any person to act as a Tobacco Retailer, or to display or advertise the sale of tobacco products, tobacco paraphernalia or Electronic Smoking Devices, without complying with Chapter 8.20 and obtaining and maintaining a valid tobacco retailer’s license pursuant to this chapter for each location at which that activity is to occur.

(b) Tobacco retailing by persons on foot or from vehicles is prohibited.

(c) Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) Positive Identification Required. No person engaged in Tobacco Retailing shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another person who appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.

(e) Minimum Age for Persons Selling Tobacco. No Person who is younger than the minimum age established by State law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.

(f) Self-Service Displays Prohibited. Tobacco Retailing by means of a Self-Service Display is prohibited, except in a Tobacco Retail Store as defined above.

(g) In the course of tobacco retailing or in the operation of a business or maintenance of a location for which a tobacco retailer’s license has been issued, it shall be a violation of this chapter for a licensee, or any of the licensee’s agents or employees, to violate any local, state or federal law applicable to tobacco products, tobacco paraphernalia, tobacco retailing, narcotics or Electronic Smoking Devices.

5.22.030 LIMITS ON TOBACCO RETAIL LICENSE.

(a) No license shall be issued to authorize tobacco retailing at other than a fixed business place.

(b) No license shall be issued to authorize tobacco retailing at any location for which a tobacco retailer license suspension is in effect or during a period of ineligibility following a revocation.

(c) After the effective date of this ordinance, no license shall be issued to a Significant Tobacco Retailer at any location, measured from the nearest property line, that is within one thousand feet of a school, or 500 feet of a park, or other business or institution whose primary business or purpose is the instruction or education of children or those under the age of 18. Examples of such places include, but are not limited to, tutoring centers, child care centers, recreational facilities and gyms.

5.22.040 APPLICATION PROCEDURE.

(a) Application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. The application shall include a statement signed by each proprietor that no drug paraphernalia is or will be sold at the location for which the license is sought.

(b) It shall be the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a tobacco retailer's license.

(c) No proprietor may rely on the issuance of a tobacco retailer's license as a determination by the city that the proprietor has complied with all laws applicable to tobacco retailing.

(d) A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.22.090

(e) Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.

(f) All applications shall be submitted on a form supplied by the city planning department and shall contain the following information:

(1) The name, address, and telephone number of each proprietor of the business that is seeking a license.

(2) The business name, address, and telephone number of the single fixed location for which a license is sought.

(3) A single name and mailing address authorized by each proprietor to receive all communications and notices (the "authorized address") required by, authorized by, or convenient to the enforcement of this chapter. If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subsection (f)(2).

(4) Proof that the location for which a tobacco retailer's license is sought has been issued a valid state tobacco retailer's license by the California State Board of Equalization, if the tobacco retailer sells products that require such license.

(5) Whether a proprietor has previously been issued a tobacco retailer's license pursuant to this chapter that is or was at any time suspended or revoked, and, if so, the dates and locations of all such suspensions or revocations.

(6) Such other information as the Chief of Police deems reasonably necessary for the administration or enforcement of this chapter.

(7) All information required to be submitted in order to apply for a tobacco retailer's license shall be updated with the city planning department whenever the information changes. A tobacco retailer shall provide the city planning department with any updates within ten business days of a change.

5.22.050 ISSUANCE OF TOBACCO RETAIL LICENSE.

Upon the receipt of a complete application for a tobacco retailer's license and the license fee required by this chapter, the city planning department shall forward the application to the Chief of Police. The Chief of Police shall have the final authority to issue a tobacco retail license unless one or more of the following exists:

(a) The application seeks authorization for tobacco retailing at a location for which a current proprietor's suspension is in effect pursuant to this chapter, for which a current proprietor's license has been revoked pursuant to this chapter, or for which this chapter otherwise prohibits issuance of tobacco retailer licenses;

(b) The application seeks authorization for tobacco retailing for a proprietor to whom a suspension is in effect pursuant to this chapter for the subject location or another location, whose license has been revoked pursuant to this chapter for the subject location or another location, or to whom this chapter otherwise prohibits a tobacco retailer license to be issued;

(c) The city has information that the proprietor or his or her agent or employee has violated any local, state or federal tobacco control law, including this chapter, within the preceding twelve months; or

(d) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter or Chapter 8.20, that is otherwise unlawful pursuant to this code, or that is unlawful pursuant to any other local, state, or federal law.

Any denial of an application shall be in writing and shall set forth the reasons for denial of the permit. Such denial shall be subject to appeal in accordance with Section 5.22.130 of this code.

5.22.060 LICENSE RENEWAL AND EXPIRATION.

(a) A tobacco retailer license is invalid unless the appropriate fee has been paid in full and the term of the license has not expired. The term of a tobacco retailer license is one year beginning each fiscal year on July 1st and ending on June 30th of the same year. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer's license and submit the license fee no later than thirty days prior to expiration of the term.

(b) A tobacco retailer's license that is not timely renewed shall expire at the end of its term. To reinstate a license that has expired, or to renew a license not timely renewed pursuant to subsection (a), the proprietor must:

- (1) Submit the license fee, if required.
- (2) Submit a signed affidavit affirming that the proprietor:
 - (i) Has not sold and will not sell any tobacco product, tobacco paraphernalia or Electronic Smoking Devices after the license expiration date and before the license is renewed; or
 - (ii) Has waited the appropriate ineligibility period established for tobacco retailing without a license, as set forth in Section 5.22.090(b) before seeking renewal of the license.

5.22.070 LICENSE NONTRANSFERABLE.

(a) A tobacco retailer's license may not be transferred from one person to another or from one location to another. Whenever a tobacco retailing location has a change in proprietor a new tobacco retailer's license is required.

(b) Notwithstanding any other provision of this chapter, prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

- (1) The location has been fully transferred to a new proprietor or fully transferred to entirely new proprietors; and
- (2) The new proprietor(s) provides the city with clear and convincing evidence that the new proprietor(s) has acquired or is acquiring the location in an arm's length transaction. As used in this section, the term "arm's length transaction" shall mean a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

5.22.080 SUSPENSION OR REVOCATION OF LICENSE BY CHIEF OF POLICE.

(a) In addition to any other remedy authorized by law, a tobacco retailer's license may be suspended and eventually revoked if the Chief of Police finds pursuant to this chapter that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section 5.22.020. During any period of license suspension, the retailer must remove all tobacco products from public view and cannot sell such products.

(b) Time Period of Suspension of License.

(1) Upon the first time that the Chief of Police makes a finding as set forth in subsection (a), the tobacco retailer's license shall be suspended for up to 30 days.

(2) Upon the second time that the Chief of Police makes a finding as set forth in subsection (a) within sixty months of the first determination, the tobacco retailer's license shall be suspended for 90 days.

(3) Upon the third time that the Chief of Police makes a finding as set forth in subsection (a) within sixty months of the prior determination, the tobacco retailer's license shall be suspended for 180 days.

(4) Upon the fourth and each subsequent time that the Chief of Police makes a finding as set forth in subsection (a) within sixty months of the prior determination, the tobacco retailer's license shall be revoked, and no new license may be issued for the location until five years have passed from the date of revocation.

(c) Revocation of License Issued in Error. A tobacco retailer's license shall be revoked if the Chief of Police finds, after written notice and opportunity to be heard, that one or more of the bases for denial of a license under Section 5.22.030 existed at the time the application was made or at any time before the license was issued. The decision by the Chief of Police shall be final. The revocation shall be without prejudice to the filing of a new application for license.

5.22.090 NOTICE OF INTENDED DECISION.

(a) Upon determining the existence of any of the grounds for suspension or revocation of a license, the Chief of Police shall issue to the license holder a notice of intended decision.

(b) The notice of intended decision shall state all the grounds upon which the revocation or suspension is based.

(c) The notice of intended decision shall advise the permit holder that the suspension or revocation shall become final unless the licensee files a written request for hearing before the Chief of Police within ten calendar days of the date of service of the notice of intended decision.

(d) The notice of intended decision shall specify the effective date of the suspension or revocation.

5.22.100 PROCEDURE FOR HEARING BEFORE THE CHIEF OF POLICE.

(a) The written request for a hearing before the Chief of Police must be received by the Chief of Police within ten calendar days of the date of service of the notice of intended decision.

(b) Upon timely receipt of a written request for a hearing, the Chief of Police shall schedule a hearing which shall be held no later than thirty calendar days after receipt of a timely request for hearing.

(c) The Chief of Police shall serve a notice of hearing on the licensee at least ten calendar days prior to the scheduled date of the hearing.

(d) At the hearing before the Chief of Police, or before a hearing officer at the chief's option, the licensee shall be given the opportunity to present witnesses and relevant documentary evidence.

(e) The hearing will be conducted informally, and the technical rules of evidence shall not apply. Any and all evidence which the Chief of Police or hearing officer deems reliable, relevant, and not unduly repetitious may be considered.

5.22.110 DECISION OF THE CHIEF OF POLICE.

(a) The Chief of Police, or hearing officer, shall serve on the licensee a written decision sustaining, reversing, or modifying the Chief's or hearing officer's intended decision.

(b) The decision by the Chief of Police, designee, or hearing officer after hearing shall become final unless the licensee files an appeal within the time period specified in Chapter 4.20 of this code.

5.22.120 APPEAL.

If a licensee is dissatisfied with the written decision of the Chief of Police or designee, the licensee may file a written appeal. The appeal shall be conducted in accordance with Chapter 4.20 of this code. For purposes of Chapter 4.20, the written decision of the Chief of Police or designee shall constitute an abatement order and the Chief of Police shall be the designated enforcement Official.

5.22.130 TOBACCO RETAILING WITHOUT A LICENSE – SEIZURE.

(a) Tobacco products, tobacco paraphernalia and Electronic Smoking Devices offered for sale or exchange in violation of this chapter are subject to seizure by the Chief of Police, or any peace officer, and shall be forfeited after the licensee and any other owner of the tobacco products, tobacco paraphernalia or Electronic Smoking Devices seized is given reasonable notice and an opportunity to demonstrate that the tobacco products, tobacco paraphernalia or Electronic Smoking Devices were not offered for sale or exchange in violation of this chapter.

(b) Forfeited tobacco products, tobacco paraphernalia and e-cigarettes shall be maintained and destroyed pursuant to the police department's policy for seized evidence.

5.22.140 ENFORCEMENT.

(a) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

(b) Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter, and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(d) Violations of this chapter are hereby declared to be public nuisances.

(e) In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied or prosecuted pursuant to Title 4 of this code.

(f) (1) A first violation of this chapter shall constitute an infraction punishable by a fine of three hundred dollars.

(2) A second violation of this chapter committed within one year of a first violation shall constitute an infraction punishable by a fine of one thousand dollars.

(3) A third violation of this chapter committed within one year of a second violation shall constitute an infraction punishable by a fine of three thousand dollars.

(4) A fourth or subsequent violation of this chapter committed within one year of a prior violation shall constitute a misdemeanor punishable by a fine of five thousand dollars.

Each day a violation of this chapter exists is a separate offense.

5.22.150 NOTICE.

Whenever a notice is required to be given under this chapter, it shall be addressed to such person to be notified at the authorized address provided in the application for a tobacco retail license pursuant to Section 5.22.040 or, if an authorized address is not supplied, to the business address provided pursuant to Section 5.22.040.

5.22.160 STIPULATED FINE IN LIEU OF HEARING.

For a first or second alleged violation of this chapter within any sixty-month period, the city attorney may allow a tobacco retailer alleged to have violated this chapter to stipulate to the penalties provided for in this section in lieu of the penalties that would otherwise apply under this chapter and to forego a hearing on the allegations. Notice of any stipulation shall be provided to the police department and no hearing shall be held. Stipulations shall not be confidential and shall contain the following terms, plus any other noncriminal provisions established by the city attorney in the interests of justice:

(a) After a first alleged violation of the chapter at a location:

- (1) An agreement to stop acting as a tobacco retailer for one day; and/or
- (2) An administrative penalty of one thousand dollars; and/or
- (3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violation.

(b) After a second alleged violation of the chapter at a location within any sixty-month period:

- (1) An agreement to stop acting as a tobacco retailer for ten days; and/or
- (2) An administrative penalty of at least five thousand dollars; and/or
- (3) An admission that the violation occurred and a stipulation that the violation will be considered in determining the penalty for any future violations."

SECTION 2. Section 8.25.020H of Chapter 8.25 of Title 8 of the Scotts Valley Municipal Code is hereby amended to read as follows:

"8.25.020H "Retail tobacco store" means a retail store that sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia."

SECTION 3. Section 8.25.020J of Chapter 8.25 of Title 8 of the Scotts Valley Municipal Code is hereby amended to read as follows:

“8.25.020J “Tobacco product” shall mean:

(1) Any product containing, made or derived from tobacco or nicotine that is intended for human consumption whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and

(2) Any Electronic Smoking Device. Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory of a tobacco product whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for the sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose. ”

SECTION 4. Section 8.25.020L of Chapter 8.25 of Title 8 of the Scotts Valley Municipal Code is hereby amended to read as follows:

“8.25.020L “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. Any references to e-cigarettes in this Chapter shall include and refer to Electronic Smoking Device.”

SECTION 5. Section 8.25.020 of Chapter 8.25 of Title 8 of the Scotts Valley Municipal Code is hereby amended to add the following subsections to read as follows:

A. “8.25.020M. “Tobacco paraphernalia” shall mean any item designed for the consumption, use, or preparation of Tobacco Products.

B. 8.25.020N “Tobacco retailer” shall mean any Person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, Tobacco Products or Tobacco Paraphernalia. “Tobacco Retailing” shall mean the doing of any of these things. This definition is without regard to the quantity of Tobacco Products or Tobacco Paraphernalia sold, offered for sale, exchanged, or offered for exchange.

C. 8.25.020O “Significant Tobacco Retailer” means any Tobacco Retailer for which the principal or core business is selling Tobacco Products, Tobacco Paraphernalia, or both, as evidenced the fact that (1) twenty percent (20%) or more of floor or display area is devoted to Tobacco products, Tobacco Paraphernalia, or both; (2) sixty-seven percent (67%) or more of gross sales receipts are derived from Tobacco

Products, Tobacco Paraphernalia, or both; or (3) fifty percent (50%) or more of completed sales transactions include Tobacco Products or Tobacco Paraphernalia.”

SECTION 6. Section 8.25.030A of Chapter 8.25 of the Scotts Valley Municipal Code is hereby amended to read as follows:

“A. No Significant Tobacco Retailer shall be located within 1,000 feet of any existing public kindergarten, elementary, middle, or junior high or high school or any private school in the City of Scotts Valley.”

SECTION 7. Section 8.25.030 of Chapter 8.25 of Title 8 of the Scotts Valley Municipal Code is hereby amended to add the following subsections:

A. “8.25.030(d) Positive Identification Required. No Tobacco Retailer shall sell or transfer a Tobacco Product or Tobacco Paraphernalia to another person who appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under State law to purchase and possess the Tobacco Product or Tobacco Paraphernalia.”

B. “8.25.030(e) Minimum Age for Persons Selling Tobacco. No Person who is younger than the minimum age established by State law for the purchase or possession of Tobacco Products shall engage in Tobacco Retailing.”

C. “8.25.030(f) Self-Service Displays Prohibited. Tobacco Retailing by means of a Self-Service Display is prohibited except in a Tobacco Retail Store as defined above.”

SECTION 8. 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 9. 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 10. 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 11. 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 2nd day of December, 2015, and passed and adopted by the City Council of the City of Scotts Valley on the 16th day of December, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Mayor

ATTEST:

Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

Kirsten Powell, City Attorney

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: December 16, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Approval of First Amendment to Memorandum of Understanding Between the City of Scotts Valley and Scotts Valley Mid-Management Association for the period July 1, 2015 to June 30, 2017**

SUMMARY OF ISSUE

The City approved the Memorandum of Understanding (MOU) between the City of Scotts Valley and the Scotts Valley Mid-Management Association for the period July 1, 2015 to June 30, 2017 at Council's October 7, 2015, meeting. Between the time this MOU and the previous MOU were approved, a new position of Wastewater Division Manager was approved to replace the Wastewater and Environmental Program Manager position. However, the new position title was not included in the uniform cleaning and cell phone stipend sections of the MOU. The attached amendment corrects this oversight. Staff has met and conferred with the Mid-Management Association about this amendment, and they are in agreement with it.

FISCAL IMPACT

Uniform cleaning and cell phone stipend will be paid from the Wastewater Operations Fund. These expenditures were included in the budget.

STAFF RECOMMENDATION

That Council approve the attached First Amendment to the MOU between the City of Scotts Valley and the Scotts Valley Mid-Management Association for the period July 1, 2015 to June 30, 2017.

TABLE OF CONTENTS

PAGE

First Amendment to MOU between the City of Scotts Valley and the Scotts Valley Mid-Management Association for the period July 1, 2015 to June 30, 2017.....	2
---	---

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SCOTTS VALLEY AND
SCOTTS VALLEY MID-MANAGEMENT ASSOCIATION
JULY 1, 2015 – JUNE 30, 2017

WHEREAS, both the City of Scotts Valley and the Scotts Valley Mid-Management Association wish to amend the Memorandum of Understanding between both parties for the period July 1, 2015 to June 30, 2017.

NOW, THEREFORE, IT IS AGREED that the second paragraph of Section 10.03 – Clothing Allowance is hereby amended to read as follows:

“Uniforms (shirts and pants) shall be provided to the Maintenance Division Manager, Wastewater Division Manager, and Wastewater/Environmental Program Manager and cleaned at City expense.”

and that Section 10.06 – Cell Phone Reimbursement is hereby amended to read as follows:

“Recreation Manager, City Engineer, and Wastewater Division Manager, who are required by their department head to use their personal cell phones for City business, will receive \$30 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 Members personal cell phone. A cell phone stipend participating form will be signed by each Member and kept on file.”

IT IS FURTHER AGREED that except as expressly amended hereinabove, the terms of the Memorandum of Understanding shall remain unchanged.

Signed:

City of Scotts Valley:

Scotts Valley Mid-Management Association:

Mayor

Troy Adams, Wastewater Division Manager

Stephen H. Ando, City Manager

Kristin Ard, Recreation Division Manager

Approved as to form:
Kirsten Powell

Taylor Bateman, Principal Planner

Michelle Fodge, Senior Planner

Laurie Grundy, Accountant II

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: December 16, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of Membership in the Monterey Bay Economic Partnership (MBEP)**

SUMMARY OF ISSUE

The Monterey Bay Economic Partnership (MBEP) is a regional nonprofit membership organization consisting of public, private and civic entities located in the counties of Santa Cruz, Monterey, and San Benito. Its mission is to create a thriving region with quality jobs, excellent education, and a high quality of life for all residents. The group was incorporated in 2014 out of a collaboration of Monterey County cities that were seeking to consider economic development issues regionally.

The original members realized that it would be better to extend the membership to other cities, counties, agencies, and the private sector. By doing so, the organization could present the region as a united, seamless group. Their mission statement is "to create a thriving region with quality jobs, excellent education, and a high quality of life for all residents while preserving the natural beauty and healthy lifestyle we all share." Among the existing membership are the cities of Santa Cruz, Capitola, and Watsonville as well as the counties of Santa Cruz and Monterey.

The proactive leadership team facilitates partnerships and programs to promote job creation and sustainable communities. MBEP also has an opportunity fund to make loans for small start-up businesses. They work with new and existing businesses to find ways to grow and expand employment opportunities in the region. This includes finding incentives to keep businesses here and help them thrive as well as locating sites for businesses to maximize their resources.

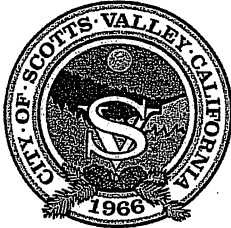
MBEP hosts two events each year (Regional Economic Summit and the State of the Region Conference). These events bring the region together around common themes and issues in order to report on the health of the economy and foster partnerships for growth.

FISCAL IMPACT

Membership is \$5,000 per year for cities with a population of less than 50,000. This would come from the General Fund.

STAFF RECOMMENDATION

That Council consider membership in the Monterey Bay Economic Partnership.



CITY OF SCOTTS VALLEY

PLANNING DEPARTMENT

One Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5630 • Fax (831) 438-2793 • www.scottsvally.org

City Council Public Hearing Notice

TIME & DATE: 6:30 p.m., December 16, 2015

PLACE: City Council Chambers, City Hall, One Civic Center Drive, Scotts Valley

PROPOSED PROJECT:

Project Addresses: 903 Whispering Pines Drive and 100 Blueberry Court

APNS: 021-291-27 and 021-291-28

Planning Permit Applications: V05-002.3 and DR05-022.3

Applicant: Jason Ashton

Project Description: Consideration of an appeal of the Planning Commission's failed motion to extend Variance and Design Review permits to build a debris flow wall (and other property improvements) by mid-July 2016 with a possible 3-month extension if weather conditions prevent feasible construction.

Staff Planner: Michelle Fodge (831) 440-5632 or mfodge@scottsvally.org

WARNING NOTICE: If you challenge the above applications in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice or in written correspondence delivered to the City of Scotts Valley (One Civic Center Drive, Scotts Valley) at, or prior to, the close of hearing. Any challenge in court must be commenced within ninety (90) days of the decision, as required by section 1094.6 of the California Code of Civil Procedure.

PLEASE NOTE: All interested persons are invited to attend the foregoing Public Hearing or send their written comments to City Hall Planning Dept, One Civic Center Drive, Scotts Valley, CA 95066. The above files are available for review in the Planning Department at City Hall, One Civic Center Drive, Scotts Valley Monday-Thursday between the hours of 8:00AM and 12:00PM, or by appointment by calling (831) 440-5630, or by e-mail request.

ASSISTANCE: 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 this meeting and you will require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate in the meeting, please call the City Clerk's office at (831) 440-5600 at least 5 to 7 days in advance of the meeting to make arrangements for assistance. The California State Relay Service (TDD to voice: 1-800-735-2929, voice to TDD: 1-800-735-2922) provides Telecommunications Devices for the Deaf (TDD) and will provide a link between the TDD caller and users of regular telephone equipment.

This notice was posted at City Hall, Scotts Valley Library Branch, and the Scotts Valley Senior Center on December 4, 2015.

By:


Michelle Fodge, AICP, Senior Planner

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: December 16, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Fodge, Senior Planner

APPROVED: Corrie D. Kates, Community Development Director/DCM

SUBJECT: CONSIDERATION OF AN APPEAL OF THE PLANNING COMMISSION'S FAILED MOTION TO EXTEND VARIANCE AND DESIGN REVIEW PERMITS TO BUILD A DEBRIS FLOW WALL (AND OTHER PROPERTY IMPROVEMENTS) AT 903 WHISPERING PINES DRIVE & 100 BLUEBERRY COURT/ APNS 021-291-27 AND 021-291-28 (PLANNING FILES V05-002.3 AND DR05-022.3)

SUMMARY OF ISSUE

In April 2003, the court ordered Jason Ashton to build a debris flow wall at the toe of the west face of "Blueberry Hill" between 903 Whispering Pines Drive (Ashton Site) and 100 Blueberry Court (Finn Site, formerly "Ethrington" Site) to protect residential properties from steep 40+% slopes and a landslide scar (*see attached Location Map*).

As part of on-going code enforcement since January 2004, the City Council approved the required variance and design review permits to build a 120-foot long x 8-foot tall x 10-inches wide debris flow wall and other rear yard property improvements in an appeal in April 2010. After which, the Planning Commission extended the permits twice, in May 2012 and November 2014, with a required deadline to complete construction of the wall by October 15, 2015.

On August 20 and September 24, 2015, the appellant submitted building and grading applications for the wall. Although plan check and City-peer review were in-progress, the variance and design review permits were set to expire. Because project conditions prohibit winter construction/grading between October 15 - April 15, a building or grading permit may only be issued after April 15, 2016. On November 12, 2015, with a 2/2/1 vote (one Commissioner absent), the Planning Commission failed to pass a motion to approve a third extension of the variance and design review permits.

On November 30, 2015, Jason Ashton filed an appeal of the Planning Commission's failed motion and is requesting City Council approval to extend the permits to start construction and complete the wall by July 2016, with a possible 3-month extension if weather conditions prevent feasible construction (*see attached Appeal Letter*).

BACKGROUND

In the project vicinity, there are three different geologic units (soil types) stacked on top of each other: Purisima bedrock over Santa Cruz Mudstone over Santa Margarita Sandstone. The soil at the project site is Santa Margarita Sandstone, which is a fine- to medium-grained sandy soil.

The chronology below is a summary of key dates and activities.

Late 1980's	A shallow (3-feet deep) debris-flow-type landslide occurred at 100 Blueberry Court (Finn Site) because soils became overly saturated.
Dec. 1996	Another slide occurred on the Finn Site. Soils impacted the adjacent residence to the north at 699 Whispering Pines Drive (Clarke Site). There is landslide potential above the existing swimming pool on 903 Whispering Pines Drive (Ashton Site) and on the Finn Site along the side slopes of the landslide scar, which is primarily in Santa Margarita Sandstone.
March 1999	Ashton and Ethrington entered into a settlement agreement for a debris flow wall to be built.
April 2003	Court ordered Ethrington to pay Ashton for engineering costs and permit fees for a debris flow wall to be built at the base of the slope between the Ethrington (now Finn) and Ashton Sites.
March 2010	Planning Commission approved variance and design review permits to build the debris flow wall and other rear yard property improvements subject to mitigation measures and conditions.
April 2010	City Council denied an appeal and upheld the Planning Commission's approval of the variance and design review permits
May 2012	Planning Commission added Condition #5a to extend the life of the variance and design review permits for two years.
Nov. 2014	Planning Commission amended Condition #5a to extend the permits and required the debris flow wall to be completed by October 15, 2015.
Aug. 20 and Sept. 24, 2015	Ashton submitted building and grading permit applications to build the debris flow wall.
Nov. 12, 2015	Planning Commission was unable to approve a motion to extend the variance and design review permits for 9-months plus a possible extra 3-months if weather conditions prevent feasible construction.
Nov. 30, 2015	Ashton submitted an appeal to the City Council and requests more time to build the wall by mid-July, or mid-October due to weather.

PROJECTS SITES

The project sites are two adjacent lots developed with single-family residences located in the east central part of the “Whispering Pines” residential neighborhood. The nearest cross street is Baja Sol Drive. All of the surrounding uses are existing single-family residences in the R-1-10 zoning district. For more details, please refer to the attached Planning Commission Staff Report dated March 11, 2010.

PROJECT DESCRIPTION

The original project consisted of a debris flow wall, pool deck expansion, and pool deck retaining wall. Although the submitted plans show the pool deck expansion and retaining wall, the appellant intend to only build the debris flow wall. For more details, please refer to the attached Planning Commission Staff Report dated March 11, 2010.

PLANNING COMMISSION REVIEW

A variance is required to allow construction of hillside infrastructure on slopes greater than 40%. Design review is required to allow the creation of 2:1 slopes and to ensure that the project is consistent with the City’s Design Review Standards and Hillside Residential Combining District Regulations.

On November 12, 2015, the Planning Commission held a public hearing and heard from the applicant/appellant and public testimony from adjacent property owners. The Commission deliberated the pros and cons of the requested extension. Staff explained that the debris flow wall requires a variance and design review to abate the City’s code enforcement case and to build the wall.

The Commission expressed frustration with the appellant taking five plus years to build the wall. With a split 2/2/1 vote and one Commissioner absent, the Planning Commission failed to pass a motion to approve a third extension of the variance and design review permits to July 15, 2016, with a possible 3-month extension if weather conditions prevent feasible construction.

APPEAL PROCESS

The City’s Municipal Code requires that appeals be scheduled within 30 days from the date an appeal is filed. The appellant filed the appeal on November 30, 2015. Therefore, this appeal public hearing will occur within the required 30 days. The appeal is a de novo hearing, in that, the project is reviewed as if it has not been heard before and as if a decision has not been previously rendered.

BASIS FOR THE APPEAL

The appellant has listed five (5) reasons for the appeal (*see Appeal Letter*). Staff has evaluated the appeal and has prepared the following analysis.

1. **“The project team has achieved a degree of progress which warrants extending the project so that it may be completed in 2016 after the rainy season which serves the best interests of the involved properties rather than the alternative of starting over.”**

Staff Response: Progress has been made. The City’s plan checking consultant has approved the debris flow wall. The City’s geotechnical consultant is reviewing the plans. The soonest the permit could be issued is mid-April 2016.

2. **“The City's Municipal Code provides that variances and design review permits may be extended beyond two years pursuant to project conditions.”**

Staff Response: Scotts Valley Municipal Code Section 17.50.010G.1. allows either a “one-time one-year extension” of a variance or a longer period if established by project conditions. The originally approved variance and design review permits were valid for the standard 2-year period. In May 2012 and November 2014, in accordance with the SVMC, the Planning Commission approved Condition #5a which extended the life of the permits for two more years and one additional year, respectively.

3. **“The Staff Report's proposed Condition #5a addresses concerns about the progress of the project, and the Planning Commission failed to adequately consider the benefits of the proposed schedule and incremental benchmarks designed to ensure timely completion of the debris flow wall.”**

Staff Response: To address concerns about the appellant’s productivity to date, Condition #5a has benchmarks to ensure timely construction of the debris flow wall (*see attached Exhibit B - Conditions of Approval*). Although the benchmarks are dependent on variables, their purpose is to help completion of the wall.

4. **“The requested extension should also be granted on the basis that the project to build the debris flow wall for protective infrastructure meets the four required findings for a variance.”**

Staff Response: The appellant has provided reasons why extending the permits will meet the four required variance findings (*see attached Appeal Letter*). Staff believes the required findings can be made, as shown below from the attached Resolution No. 1848.1.

- “1. ***That a hardship peculiar to the property and not created by any act of the owner, exists.*** The project meets the requirement of this finding in that the first slide occurred with the Loma Prieta earthquake in 1989 which was a natural act not created by any property owner. The second slide in 1996 exacerbated the on-going soil sloughing of the project sites.

Given the existing slopes, soil types, and continuing problem of Blueberry Hill (and even topsoil sloughing of adjacent properties), a hardship still exists on the project sites.

- J. *That because of exceptional or extraordinary circumstances of subject property, including size, shape, topography, location or surroundings, the strict application of the terms of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications.*** The project meets the requirement of this finding in that Blueberry Hill is one of the most unique lots in the City, with 360 degrees of descending steep slopes surrounding the entire lot. The variance will allow grading in slopes greater than 40% to provide hillside infrastructure.
- K. *That the granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety or welfare or injurious to property or improvements in the vicinity.*** The project meets the requirement of this finding in that the project is consistent with General Plan Objective SO-486 because the debris flow wall is infrastructure intended to protect existing residences and property improvements and to reduce potential impacts from possible hillside sloughing.

Mitigation Measure #7 and Condition #27 require a maintenance plan to keep the area behind the wall cleared of debris. The maintenance plan will be recorded to alert future property owners of the maintenance responsibilities. At the grading/ building permit stage, a maintenance plan will be reviewed by the Community Development Director which may require review by the City's peer reviewer. The project property owners shall have the burden and responsibility to ensure that the approved maintenance plan is followed. The project walls will be located at the western base of the ridge of the Finn Site, which will preserve the ridge as called for in General Plan Policy OSP-374. The project will be consistent with OSP-385 through OSA-388 because Mitigation Measure #1 will require the debris flow wall to integrate with the natural setting of the undeveloped hillside. Mitigation Measures #2 and #3 will help to minimize the visual impacts of the walls as seen from public street views and from adjacent properties.

- L. *That the granting of such variance shall not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and under identical zone classifications.*** The project meets the requirement of this finding in that the City has granted a variance for grading in 40% slopes at the Finn Site to stabilize the other side of Blueberry Hill, located in the same neighborhood and R-1-10 zoning district. Other properties have received variance approval for protective infrastructure. Therefore, the granting of a variance does not constitute a special privilege."

5. **“The requested extension should also be granted because the project is consistent with the City's Design Review Standards and Hillside Residential Combining District Regulations.”**

Staff Response: Staff believes that the required findings can be made as shown in Findings M. through U. in the attached Resolution No. 1848.1.

CONSISTENCY WITH THE CITY'S GENERAL PLAN AND ZONING ORDINANCE

The project was analyzed for consistency with the City's General Plan and Zoning Ordinance and found to be consistent. For more details, please refer to the attached Planning Commission Staff Report dated March 11, 2010.

PUBLIC NOTICE AND COMMENT

1. **Notices:** On December 4, 2015, public notices were mailed to surrounding property owners located within 300 feet of the subject property, pursuant to State law; and, notices were also posted at City Hall, the public library, and the Senior Center. To date, no public phone calls about the appeal were received.
2. **Written Comments Received:** To date, the City has received three written comments, which are attached and summarized below. Any additional letters received will be provided to the City Council and public at the appeal hearing.
 - a. **Chris and Emily Finn Letter:** The adjacent property owners to the east at 100 Blueberry Court give reserved support of the time extension. At the Planning Commission public hearing on Nov 12, 2015, they asked the Commission to add text to Conditions #5.viii., Condition #26 (Mitigation Measure #6), Condition #27 (Mitigation Measure #7) to address concerns about timely construction, removal of old landslide debris, and the submitted maintenance plan for the debris flow wall.
 - b. **Arlen Haffner Email:** The neighboring property owner to the north at 699 Whispering Pines Drive suggests extending the debris flow wall to the north face of the “Blueberry Hill” to address issues of the hill. Staff forwarded his comments to the appellant.
 - c. **Frank Harbaugh Letter:** The adjacent property owner to the west at 901 Whispering Pines Drive asks the City Council to deny the appeal and the City to record a previously issued notice of violation (NOV). However, if the Council approves the appeal, he requests the City to ensure compliance with the NOV and removal of old debris/fill on the Ashton, Clarke, and Finn Sites per Condition #26, and to require removal of the existing swimming pool and Conditions #6, #17, and #18.

FISCAL IMPACT

None is expected.

STAFF RECOMMENDATION

To build the court-ordered debris flow wall, the appellant must have active variance and design review permits. Additionally, these two permits are required to abate a long-standing unresolved code enforcement case on the property. Therefore, staff believes that extending the permits is appropriate. Progress is being made. The City's plan checking consultant has approved the wall, and the City's geotechnical consultant is reviewing the plans. To address concerns about the applicant's productivity to date, Condition #5a has benchmarks to help timely construction of the wall.

The attached City Council Resolution No. 1848.1 includes 20 required findings supporting the project. Staff believes that the findings can be made based on review and recommendations from the project geotechnical engineer and City's geotechnical consultant, and consistency with the City's General Plan and Zoning Ordinance.

Staff recommends that the City Council conduct a public hearing, hear public testimony, and approve Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 to extend the planning permits for 9-months, with a potential 3-month extension if weather conditions prevent feasible construction, subject to amended Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B, by adopting the attached Resolution.

TABLE OF CONTENTS

PAGE

Action Item

Resolution No. 1848.1 Approving the Appeal subject to:	8
Exhibit A - Mitigation Monitoring and Reporting Program	16
Exhibit B - Conditions of Approval	22
1. Appeal Letter, November 30, 2015	29
2. Chris and Emily Finn Letter, November 12, 2015	35
3. Arlen Haffner Email, December 7, 2015	38
4. Frank Harbaugh Letter, December 11, 2015	39
5. Planning Commission Staff Report, November 12, 2015	42
6. Planning Commission Staff Report, November 13, 2014	44
7. Planning Commission Staff Report, August 14, 2014	46
8. Planning Commission Staff Report, May 24, 2012	49
9. City Council Staff Report, April 21, 2010	52
10. Planning Commission Staff Report, March 11, 2010	59
11. Location Map	69
12. Project Plans	* Attached

* *Please note that the project plans are only provided to the City Council. However, the project plans and file are available for public review in the Planning Dept. at City Hall Monday-Thursday 8:00AM-12:00PM, or by appointment by calling (831) 440-5630.*

RESOLUTION NO. 1848.1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING AN APPEAL TO EXTEND VARIANCE AMENDMENT V05-002.3 AND DESIGN REVIEW AMENDMENT DR05-022.3 FOR 7-MONTHS, WITH A POSSIBLE 3-MONTH EXTENSION, TO ALLOW GRADING IN SLOPES GREATER THAN 40% AND THE CREATION OF 2:1 SLOPES FOR THE REMOVAL OF APPROPRIATE OLD DEBRIS/FILL ON THE CLARKE, ASHTON, AND FINN (FORMERLY ETHRINGTON) SITES AND CONSTRUCTION OF A DEBRIS FLOW WALL FOR PROTECTIVE INFRASTRUCTURE, AN ELECTED REDUCED POOL DECK EXPANSION, AND AN ELECTED REDUCED POOL RETAINING WALL ON HILLSIDE LOTS LOCATED AT 903 WHISPERING PINES DRIVE 100 AND BLUEBERRY COURT / APNS 021-291-27 AND 021-291-28

WHEREAS, the City of Scotts Valley has received an appeal from Jason Ashton on the Planning Commission's failed motion to extend the previously approved Variance and Design Review permits by amending Condition #5a for 9-months to grade in slopes greater than 40%, to create 2:1 slopes for the removal of old debris/fill, and to build: 1) a debris flow wall about 120-feet long, 8-feet high, and 10-inches wide for protective hillside infrastructure; 2) an elected reduced-size expanded pool deck (about 1,100 square feet); and, 3) an elected reduced-size pool retaining wall on hillside lots located at 903 Whispering Pines Drive (Ashton Site) and 100 Blueberry Court (Finn Site; formerly the Ethrington Site) / APNs 021-291-27 and 021-291-28.

WHEREAS, Jason Ashton (referred to as "appellant"), has presented substantial evidence which supports the application; and

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

WHEREAS, a Mitigated Negative Declaration (MND) was previously prepared pursuant to the requirements of CEQA and Section 15162 of CEQA; and the project, as mitigated, was determined to not have a significant impact on the environment based upon the results of the MND environmental assessment and was previously approved by the City Council on April 21, 2010.

WHEREAS, the project geotechnical engineering consultant has visited the site and has confirmed that previous recommendations still apply to the project; and

WHEREAS, site conditions have not significantly changed; therefore, the previously approved Mitigation Measures and Conditions of Approval for the project are still appropriate and applicable to the requested Variance and Design Review Amendments;

WHEREAS, the Planning Commission held a duly published and noticed public hearing on November 12, 2015, pursuant to the requirements of the Scotts Valley Municipal Code and State Law, to consider the request to extend the life of previously approved variance and design review permit, subject to mitigation measures in a Mitigation Monitoring and Reporting Program and Condition as Approval; and

WHEREAS, the Planning Commission was unable to approve a motion to extend the permits; and

WHEREAS, an appeal of the Planning Commission's decision was filed on November 30, 2015; and,

WHEREAS, the City Council held a duly published and noticed public hearing on the appeal on December 16, 2015, and such meeting was published pursuant to the requirements of the Scotts Valley Municipal Code and State Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley hereby approves, as further discussed in the City Council staff report dated December 16, 2015, as follows:

SECTION 1: Mitigation Monitoring and Reporting Program (MMRP) for the project based on the following findings and subject to the mitigations measures in Exhibit A, attached hereto and incorporated herein:

- A. *An initial study has been prepared by the City of Scotts Valley to evaluate the potential for adverse environmental impacts.*** City staff conducted an Initial Study for the project which identified potentially significant and potentially significant project impacts. The City prepared a Mitigated Negative Declaration to reduce the impacts to less than significant levels.
- B. *The Mitigated Negative Declaration for the project has been completed in compliance with the California Environmental Quality Act (CEQA).*** The Mitigated Negative Declaration was completed in compliance with CEQA, was published and distributed to applicable reviewing agencies, and was made available for public review and comment for a 20-day period from February 5 through February 24, 2010.
- C. *All mitigation measures identified in the Mitigated Negative Declaration are included in this resolution certifying the Mitigated Negative Declaration and will be made conditions of approval of future development that requires review and approval by the City.*** The mitigation measures are listed in Exhibit A attached hereto as and incorporated herein by this reference. The project Conditions of Approval in Exhibit B require compliance with all of the Mitigation Measures.
- D. *The City has prepared a program to report on and monitor changes made to the project in order to mitigate or avoid significant effects on the environment.*** A Mitigation Monitoring and Reporting Program (MMRP) lists all

of the mitigation measures and identifies the parties responsible to monitor and report/track compliance of the mitigation measures. The MMRP will ensure compliance during future project implementation and provide the timing for implementation.

- E. *The environmental determination represents the independent judgement of the City.*** The Mitigated Negative Declaration was prepared by City staff based on the technical/environmental reports/studies submitted by the applicant, site visits, consultation with City Department Heads, reviewing public agencies, and neighborhood concerns. Reports and supporting information have been reviewed and approved by the applicable City Department Heads and reviewing agencies, which have recommended approval subject to mitigation measures and conditions of approval.
- F. *The documents and other materials constituting the record of the proceedings upon which the City's decision and its findings are based will be located at the Department of Planning of the City of Scotts Valley in the custody of the Community Development Director.*** Copies of the Mitigated Negative Declaration and the technical/environmental studies prepared for the project have been made available to the public for review at City Hall. A courtesy copy was e-mailed to the adjacent property owner located to the north at 699 Whispering Pines Drive (Clarke Site).
- G. *Based on the Initial Study and when considering the record as a whole, there is no evidence before the City of Scotts Valley, including the information in the Mitigated Negative Declaration and comments of appropriate reviewing agencies, to indicate that the proposed project could have any potential for an adverse effect on fish and wildlife resources or the habitat upon which it depends.*** The City did not receive written comments on the MND from reviewing agencies or interested parties during the public comment period. Mitigation Measures will reduce potential impacts to Aesthetics, Air Quality, Cultural Resources, Geology, Hazards and Hazardous Materials, Hydrology, and Noise to less than significant. After mitigation, project impacts considered alone or in combination will not be significant. This project does not have the potential to significantly degrade the quality of the environment, including effects on animals or plants.

SECTION 2: Approve Variance V05-002.3, subject to Conditions of Approval in Exhibit B attached hereto and incorporated herein, based on the following findings:

Variance (Hillside)

- H. *The variance is required in order to further the purpose of the hillside overlay zone to achieve compliance with one or more of the following guidelines and criteria:***

- a. ***To preserve trees and tree clusters;*** Existing vegetation on the project sites is minimal. Mitigation requires tree protection measures for a small group of young oaks located north of the construction footprint of the debris flow wall.
- b. ***To minimize grading;*** The amount of project grading will be the minimum necessary to build the debris flow wall in the appropriate location per the project geotechnical engineer's recommendations and to remove the appropriate old debris/fill on the Clarke, Ashton, and Finn Sites. The reduced pool deck expansion and reduced pool retaining wall will result in much less fill than the originally proposed design. Therefore, project grading has been reasonably minimized.
- c. ***To minimize site disruption;*** Mitigation requires the scope and scale of the elected pool deck expansion and pool retaining wall to be significantly reduced. Construction of the debris flow wall is necessary to protect the existing pool and property improvements below the existing landslide scar located on the Finn Site.
- d. ***To minimize paving and other erosion-producing activities;*** The project geotechnical reports state that "drainage should be collected in a safe manner" and "is essential to the performance of the slopes below the project site" (see *Attachment 15 of MND06-002*). Mitigation requires the developer to reduce the amount of paved pool deck and revise the draft drainage plan, subject to review and approval by the Community Development Director. As mitigated, the project will minimize paving and on-site erosion potential.
- e. ***To avoid hazardous and sensitive areas;*** The Whispering Pines/ Blueberry Hill neighborhood is located in a geologically hazardous and sensitive area as recently observed during both the 1989 Loma Prieta Earthquake and 1996 Blueberry Hill Landslide. There is still landslide potential above the existing swimming pool at Ashton Site and along the side slopes of the landslide scar, primarily in the Santa Margarita formation. The debris flow wall is recommended to reduce further risk to residential properties.
- f. ***To protect critical features of the natural landscape;*** The location, length, and height of the debris flow wall are designed to protect existing residences and property improvements located below the existing landslide scar on the Finn Site.
- g. ***To protect the existing topographic character of a parcel or area;*** ***and,*** The location of the debris flow wall is needed at the toe of the slope between the Ashton and Finn Sites. The reduced pool deck expansion and pool retaining wall will reduce changes to the site topography. The fill removal from the Clarke Site will restore the topography from previous slides.

- h. To protect the view of and from the steeper slopes in the city.** The Finn Site is designated as a scenic vista of a prominent ridge. Part of the debris flow wall, and possibly part of the pool retaining wall, will be visible from street views when traveling south/east bound on Mt. Hermon Road between McDonalds and Taco Bell restaurants. Given the visual prominence of the Finn Site and the exposure of its west face, mitigation requires the wall designs and finishes to blend with the hillsides to minimize the visual impact.

Variance (Administrative)

- I. That a hardship peculiar to the property and not created by any act of the owner, exists.** The project meets the requirement of this finding in that the first slide occurred with the Loma Prieta earthquake in 1989 which was a natural act not created by any property owner. The second slide in 1996 exacerbated the on-going soil sloughing of the project sites. Given the existing slopes, soil types, and continuing problem of Blueberry Hill (and even topsoil sloughing of adjacent properties), a hardship still exists on the project sites.
- J. That because of exceptional or extraordinary circumstances of subject property, including size, shape, topography, location or surroundings, the strict application of the terms of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications.** The project meets the requirement of this finding in that Blueberry Hill is one of the most unique lots in the City, with 360 degrees of descending steep slopes surrounding the entire lot. The variance will allow grading in slopes greater than 40% to provide hillside infrastructure.
- K. That the granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety or welfare or injurious to property or improvements in the vicinity.** The project meets the requirement of this finding in that the project is consistent with General Plan Objective SO-486 because the debris flow wall is infrastructure intended to protect existing residences and property improvements and to reduce potential impacts from possible hillside sloughing. Mitigation Measure #7 and Condition #27 require a maintenance plan to keep the area behind the wall cleared of debris. The maintenance plan will be recorded to alert future property owners of the maintenance responsibilities. At the grading/building permit stage, a maintenance plan will be reviewed by the Community Development Director which may require review by the City's peer reviewer. The project property owners shall have the burden and responsibility to ensure that the approved maintenance plan is followed. The project walls will be located at the western base of the ridge of the Finn Site, which will preserve the ridge as called for in General Plan Policy OSP-374. The project will be consistent with OSP-385 through OSA-388 because Mitigation Measure #1 will require the debris flow wall to integrate with the natural setting of the undeveloped hillside. Mitigation Measures #2 and #3 will help to minimize the visual impacts of the walls as seen from public street views and from adjacent properties.

- L. That the granting of such variance shall not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and under identical zone classifications.** The project meets the requirement of this finding in that the City has granted a variance for grading in 40% slopes at the Finn Site to stabilize the other side of Blueberry Hill, located in the same neighborhood and R-1-10 zoning district. Other properties have received variance approval for protective infrastructure. Therefore, the granting of a variance does not constitute a special privilege.

SECTION 3: Approve the Design Review DR05-022.3, subject to the Conditions of Approval in Exhibit B attached hereto and incorporated herein, based on the following applicable findings from the Scotts Valley Municipal Code (SVMC) Section 17.50.030D [of the eight design standards, the following four standards (M-P) apply to the project], SVMC Section 17.40.060 [of the eight construction criteria for development on hillside lots, the following four (Q-T), and SVMC Section 17.40.050D.2. apply to the project]:

- M. Siting of structures compared to other structures in the immediate neighborhood.** Other protective infrastructure have been built in the immediate area because of similar slides from hillsides. The debris flow wall is sited appropriately to serve its function. The siting of the pool deck expansion and pool retaining wall have been reduced in size to provide appropriate distances from adjacent properties for adequate reasonable privacy and sunlight access.
- N. Materials, colors, proportions, mass, and detail.** The debris wall proportions and mass have been designed to stop debris flows; therefore, the design is appropriate given its function. Mitigation Measure #1 addresses the materials and color of the debris flow wall. However, the proportions and mass of the elected pool deck expansion and pool deck retaining wall are excessive given the proximity of existing residences and slopes. Also, the northern end of the retaining wall will extend about 21 feet into the Finn Site, while the southern end will end at the shared property line. Mitigation requires written authorization from the Finns to build the portion of the pool deck expansion and pool retaining wall on the Finn Site, subject to review and approval by the City Attorney. If not provided, then the pool deck expansion and pool retaining wall shown on the Finn Site shall not be a part of the approved design.
- O. Landscaping and irrigation.** To encourage erosion control on the existing slide, conditions require the property owner to confirm with a qualified erosion control specialist whether a temporary above grade drip irrigation line would be appropriate to irrigate the existing vegetation planted in the scarp above the debris flow wall, or whether a revegetation plan should be required for long-term effectiveness. Conditions require a revegetation/landscape plan for long-term erosion control.
- P. Height, access to sunlight, setbacks, landscaping and use of materials for articulation and visual relief for fences and walls over 8-feet tall.** The debris flow wall height is adequate for its function. However given existing topography, the location and height of the pool retaining wall require to be reduced to provide

adequate access to sunlight to adjacent residences located at 901 Whispering Pines Drive (**Harbaugh Site**) and be excessive on the Clarke Site.

- Q. *Avoid Unreasonable Interference With Views and Privacy. The height, elevations and placement on the site of the proposed main or accessory structure, when considered with reference to the nature and location of residential structures on adjacent lots, will avoid unreasonable interference with views and privacy.*** The proposed concrete pool deck expansion and retaining walls will be located too close to allow reasonable privacy to the adjacent lots at 901 Whispering Pines Drive (**Harbaugh Site**) and Clarke Site, located below the subject property. Therefore, mitigation requires the location of the pool retaining wall to be setback and height to be reduced.
- R. *Preserve Natural Landscape. The natural landscape will be preserved insofar as practicable by designing structures to follow the natural contours of the site and minimizing tree and soil removal; grade changes will be minimized and will be in keeping with the general appearance of neighboring developed areas.*** The debris flow wall follows the contours at the toe of the hillside. However, the pool retaining wall will exacerbate the existing grade changes between the adjacent lots. Therefore, mitigation requires the retaining wall to be redesigned to fit in with the character of the immediate neighborhood and follow existing contours by requiring a minimum 20-foot setback from the north and west property lines and by reducing the height to a maximum of 5 feet or allowing two short walls.
- S. *Minimize Perception of Excessive Bulk. The proposed main or accessory structure in relation to the immediate neighborhood will minimize the perception of excessive bulk.*** The scale of the proposed concrete pool deck expansion and resulting retaining walls do not minimize the perception of excessive bulk as viewed from the lots next door. Therefore, mitigation requires the scale of the deck expansion to be reduced.
- T. *Compatible Bulk and Height. The proposed main or accessory structure will be compatible in terms of bulk and height with existing residential structures within the immediate neighborhood and within the same zoning district, and shall not unreasonably impair the light and air of adjacent properties nor unreasonably impair the ability of adjacent properties to utilize solar energy.*** Regarding solar energy, the location of the debris flow wall and reduced pool deck expansion and pool retaining wall will not impair potential solar energy features on adjacent residences, given the neighborhood topography, building locations, and the distance from the project to adjacent residences. Regrading the other items in this finding, see findings M-S above.
- U. *That the appearance or stability of the completed project (creating 2:1 slopes) will be superior to the result that would be obtained by adhering to the 3:1 (three horizontal to one vertical) standard.*** The project will create 2:1 slopes to remove the appropriate old debris/fill on the Clarke, Ashton, and Finn

Sites from previous slides from the Finn Site. The project geotechnical engineer and City's peer reviewer agreed that the 2:1 slopes is the appropriate design. The appearance of the cut slopes will not be seen from public views.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY that, after careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony, other evidence submitted in this matter, the City Council approves the appeal and Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 to extend the term of these planning permits for 7-months to July 15, 2016, with a potential 3-month extension to October 15, 2016, by the CDD, to grade in slopes greater than 40%, to create 2:1 slopes for the removal of old debris/fill, and to build: 1) a debris flow wall about 120-feet long, 8-feet high, and 10-inches wide for protective infrastructure; 2) an elected reduced-size expanded pool deck (about 1,100 square feet); and, 3) an elected reduced-size pool retaining wall per the previously approved plans for two hillside lots located at 903 Whispering Pines Drive and 100 Blueberry Court / APNs 021-291-27 and 021-291-28, subject to amended Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B, which are attached hereto and incorporated herein by this reference.

The above and foregoing Resolution was duly and regularly passed by the Planning Commission of the City of Scotts Valley at a meeting held on the 16th day of December, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy Ferrara, City Clerk

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015
Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)
Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 1 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
1	Aesthetics - Minimize Disruption to Scenic Vista: To ensure that the debris flow wall and pool retaining wall(s) blend with the hillside on the <i>Finn (former Ethrington)</i> Site and surrounding slopes and that the visual impact of the walls are minimized, the exterior material, color, and finish of the debris flow wall shall have a brown color, subject to review and approval of the Community Development Director. The exterior finish of the wall shall not be painted stucco to avoid intensive and regular maintenance.	Project Designer and/or Project Engineer	Before building/grading permit issuance	Staff Planner	n/a	
2	Aesthetics - Minimize Massing and Proportion: To ensure that the siting, massing, and proportion of the pool retaining wall and deck expansion are in appropriate scale to the subject property and in appropriate relation to the immediate neighborhood, given the landslide history of the immediate neighborhood, the pool deck expansion shall be reduced to not exceed a total width of 12 feet depth measured from the inside edge of the pool along the north, and may allow a larger width along the west- and south sides of the pool, subject to recommendations from the project geotechnical engineer and review and approval by the Community Development Director (CDD). The total amount of pool decking shall not exceed 1,100 square feet. The pool retaining wall shall be redesigned to provide two shorter walls that meet the project geotechnical recommendations, subject to review and approval by the CDD. Cross-reference Condition #6.	Project Geotechnical Engineer	Before building/grading permit issuance	Building Official	n/a	

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015
Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)
Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 2 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
3	Aesthetics - Provide Adequate Access to Sunlight: To ensure that the adjacent residences at 695 Whispering Pines Drive and 901 Whispering Pines Drive (Harbaugh Site) have adequate access to sunlight, pool retaining wall shall be revised to provide a minimum setback of 20 feet from the adjacent properties at 699 Whispering Pines Drive (Clarke Site) and Harbaugh Site 901 Whispering Pines Drive . The height of the revised pool retaining wall(s) shall not exceed 5 feet, unless recommended by a registered engineer that a greater height is structurally safer than 5 feet, subject to review and approval by the CDD. Cross-reference Condition #6.	Project Engineer	Before building/grading permit issuance	CDD	n/a	
4	Air Quality - Reduce Construction Dust: To reduce dust generation from project grading and construction to minimal levels, the developer shall require the grading contractor to implement best management practices for dust control, including watering down exposed earth surfaces each non-rainfall day at intervals that attenuate dust problems. Any dirt tracked on to Whispering Pines Drive shall be removed daily in a manner that does not create substantial airborne dust. These requirements shall be included in the construction contract for the project.	Project Grading Contractor + Construction Superintendent.	Before building/grading permit issuance	Building Inspector	Developer shall provide planning staff with a copy of construction contract showing attenuation of dust before any grading. Staff shall routinely inspect site. If staff observes dust problems, staff shall immediately inform job contractors and developer with solutions. Staff shall re-inspect site within 24 hours. Staff shall record all reported dust problems and solutions in an inspection log.	
5 017	Cultural Resources - Monitor for Potential Paleontological Resources: To ensure adequate protection of potential paleontological resources, the property owner shall provide a copy of a contract for a qualified paleontologist to monitor	Project Qualified Paleontologist	Before building/grading permit	Staff Planner	Developer shall provide staff with a copy of construction contract showing monitoring of all	

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015
Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)
Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 3 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
	excavation of the debris flow wall. The contract shall include contacting the Planning Department with the findings of the monitoring, subject to review and approval before grading/building permit issuance.		issuance		earthwork by a qualified paleontologist, who shall document monitoring activities in an inspection log and provide final copy to staff for project file. If the paleontologist identifies problems, he/she shall immediately inform the developer and Construction Superintendent and recommend solutions that comply with state and City regulations to be implemented.	
6	Geology - Follow Geotechnical Recommendations: To ensure proper project construction, the engineered grading permit and building permit plans shall be reviewed and approved by the project geotechnical engineer prior to submitting the plans to the City for a Building Permit. Written documentation of this review and approval shall be included with the submittal of building plans. Construction shall meet the recommendations of the approved geotechnical report. To address a previous Notice of Violation that the Planning Department issued in January 2004, the project will remove the appropriate old debris/fill on the Clarke, Ashton, and Finn (former Ethrington) Sites from previous slides from the Finn Ethrington Site. The fill removal may require the creation of 2:1 slopes and may require a new retaining wall or other suitable treatment to secure the resulting cuts, subject to the review by the City's peer reviewer and review and approval by the CDD. The applicant shall pay in advance for the City's peer reviewer.	Project Geotechnical Consultant	Before building/grading permit issuance	Building Inspector	Building Inspector (BI) shall review plans for conformance with geotechnical recommendations and provide plan check comments for any inadequacies. Developer shall submit revised plans to address inadequacies before building/grading permit issuance. During construction, BI or designee shall inspect construction.	

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015

Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)

Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 4 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
	Any retaining walls or protective infrastructure proposed on the Clarke Site shall require written authorization from Mr. Clarke.					
7	Geology - Provide Long-Term Maintenance Plan of Debris Flow Wall: To ensure that the debris flow wall functions properly, the applicant shall submit a maintenance plan with the engineered grading and building permit for review and approval by the Community Development Director and Building Inspector. The project geotechnical engineer shall provide a plan review letter of maintenance plan. If City staff determine that peer review is appropriate, the applicant shall submit the required deposit for the City's peer reviewer to evaluate the maintenance plan. If changes are required to comply with applicable regulations, the applicant shall revise the maintenance plan and resubmit it for review and approval by the City. Once approved, the applicant shall pay the one hour fee and County recordation fees in effect for staff to record the maintenance plan, so that future property owners of the subject site are aware of the wall maintenance requirements. Before a final building permit inspection, the applicant shall post a durable sign (with a size not smaller than 12 inches x 12 inches) on the wall that states "Maintain clear space behind the wall at all times".	Project Engineer	Before building/grading permit issuance	Building Inspector + CDD + Staff Planner	n/a	
8	Geology - Control Erosion: To prevent erosion from occurring during or after project construction, winter grading shall be prohibited and the developer shall have a qualified professional provide an erosion control plan for review and approval before grading/building permit issuance. The approved plan shall be implemented with grading of the site. The erosion control measures should be functional prior, during and after construction.	Project Certified Erosion Control Specialist + Grading Contractor +	Before building/grading permit issuance and during	Building Inspector	Building Inspector (BI) shall monitor implementation of the erosion control plan during construction. If BI observes erosion problems or inconsistencies between implemented and the approved plan, BI shall immediately inform	

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015
Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)
Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 5 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
	Specific measures shall be identified in the project plans and specifications should include the following features: use of silt fencing and straw bales that follow existing contours of the sites to prevent sediments from leaving the site, erosion control seeding and mulching following construction and other measures as appropriate, revegetation plan.	Construction Superinten.	and after project constr.		developer and Grading Contractor with ways to fix the problem, which shall be noted in an inspection log. BI shall reinspect within 24 hours to determine if corrective actions are adequate.	
9	Hazardous Materials - Prevent Accidental Discharge: To prevent accidental discharge of construction related fuels, lubricants or other contaminants into the right-of-way, the project site or other properties, the developer shall have the construction contractor implement the approved erosion control plan discussed in Mitigation Measure Geology-2 and implement a best management practice/hazardous materials containment plan during the entire time construction activities are occurring. The hazardous materials containment plan shall be approved by City Planning staff prior to commencement of land alteration and construction activities for the project. It shall contain the following elements: a. Stationary equipment such as motors, pumps, welding equipment shall be placed over drip pans or other containment apparatus; b. Any petroleum, lubricants or other hazardous materials used during construction shall be stored in a special storage location equipped with double containment and this location shall be shown on the erosion control plan and approved by the agencies that review this plan; & c. All activities of Mitigation Measures Air Quality-1 shall be implemented.	Project Grading Contractor + Construction Superinten.	Before building/grading permit issuance	Building Inspector	If Building Inspector (BI) observes erosion problems or inconsistencies between the approved plan and implementation of the plan, BI shall immediately require developer and Grading Contractor to fix the problem, which shall be noted in an inspection log. BI shall reinspect within 24 hours. BI shall contact the County Environmental Health Service as required by law if any significant problems are observed that may affect human health.	

Exhibit A - Mitigation Monitoring and Reporting Program (MMRP)

City Council Resolution No. 1848.1 dated December 16, 2015
Debris Flow Wall at 903 Whispering Pines Drive (APN 021-291-27) 100 Blueberry Court (APN 021-291-28)
Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 - Page 6 of 6

Mit Meas #	Mitigation Measure	Person responsible to implement Mitigation Measure	When to implement Mitigation Measure	Person responsible to confirm compliance	Monitoring and reporting, and if applicable, remediation if success standards in Mitigation Measures are not met	City staff to initial and date when complete
10	Hydrology - Prepare Drainage Plan: To ensure that a drainage is adequately designed to protect adjacent properties and to discharge surface water runoff from all project walls to established storm drain systems, the property owner shall provide engineered drainage plan that is prepared in consultation with the project geotechnical engineers at the building permit stage. Surface drainage shall include provisions for positive gradients so that surface runoff is not permitted to pond next to foundations or other improvements. Minimum slope gradients of 2% or more shall be used. Remove drainage outlets facing 901 Whispering Pines Drive (Harbaugh Site). The drainage system shall not allow surface water sheeting to adjacent lots. The project geotechnical engineer shall provide a review letter stating that the drainage system has been designed to achieve the above objectives. All drainage plans and the plan review letter shall be subject to review and approval by the CDD and/or Public Works Director.	Project Engineer	Before building/grading permit issuance	Building Inspector + CDD + Public Works Director	N/A	
11	Noise - Minimize Temporary Construction Noise and Vibration: To reduce temporary construction noise and ground borne vibration during project construction, the property owner shall ensure that all contractors limit their work from 8:00 A.M. to 6:00 P.M. Monday-Friday and from 9:00 A.M. to 5:00 P.M. on Saturday. No construction activity is allowed on Sunday. If gasoline generators are used, they shall be contained in an enclosure that prevents their noise from being heard at adjacent residential properties.	Project Grading Contractor + Construction Superinten.	Through-out constr.	Building Inspector	If Building Inspector (BI) observes problems during routine inspections, he shall immediately inform the developer and Construction Superintendent and require them to fix the problem. BI shall reinspect site within 24 hours to determine if the problem has been successfully corrected during construction activities.	

EXHIBIT B
Conditions of Approval
(#1 - #32)

(New text is shown in *italics*, while deleted text is shown in ~~strikeout~~)

STANDARD/LEGAL

1. The property owner, applicant, and developer have agreed to and shall defend, indemnify and hold harmless the City of Scotts Valley, its officers, agents and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void or annul any action of the City in connection with approvals under the California Environmental Quality Act or with respect to approval of the project, which action is brought within the time period(s) prescribed by law. The City shall promptly notify the developer of any such claim, action or proceeding and shall fully cooperate in defense.
2. Within 10 days of Planning Commission approval, the property owner shall sign these Conditions of Approval (see last page) agreeing to the conditions before issuance of any building permit or occupancy and submit the signature to the Planning Department.
3. The developer shall obtain all required building permits and pay all appropriate required fees before starting any construction or occupancy.
4. Minor changes to the approved plans require prior review and approval by the Community Development Director (CDD). Proposed changes that the CDD determines to be significant may require review and approval by the Planning Commission, with associated fees paid by the developer.

PLANNING DEPARTMENT

Project-specific

5. This approval includes ***Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 to extend the previously approved planning permits for*** the construction of a debris flow wall and potential pool retaining walls as shown in the approved project plans, as required to be modified by subsequent conditions in this document.
- 5a. ~~This approval also includes Variance Amendment V05-002.2 and Design Review Amendment DR05-022.2 to extend the previously approved planning permits for two (2) years, but the permits shall lapse and shall be come void on Thursday, October 15, 2015, unless prior to the expiration date, a building permit is issued by the Building Department and construction has commenced and diligently pursued toward completion, as determined by the Community Development Director.~~

The Variance and Design Review Amendments to build the debris flow wall (and optional pool retaining walls) shall be extended for 9-months to July 15, 2016. If the CDD determines that inclement weather has caused construction delays, the CDD may grant a 3-month extension to complete construction by October 15, 2016.

To ensure timely completion of the debris flow wall, the applicant and contractors shall follow the schedule below:

- I. Resubmit plans that address 1st round of plan check comments by December 15, 2016;***
 - ii. Resubmit plans, if necessary, to address potential 2nd round of plan check comments by February 1, 2016;***
 - iii. Address any remaining issues by April 1, 2016;***
 - iv. Pull building permit by April 14, 2016;***
 - v. Schedule appropriate inspections and complete construction by July 15, 2016.***
 - vi. If the debris flow wall is not completed by July 15, 2016, and the CDD has not granted an extension up to 3-months, then the Variance and Design Review permits shall be null and void. The applicant shall submit to the Planning Department new applications, plans, processing fees, plus fees for City peer review by July 15, 2016.***
 - vii. If the CDD has granted a 3-month extension and the debris flow wall is not completed by October 15, 2016, then the Variance and Design Review permits shall be null and void. The applicant shall submit to the Planning Department new applications, plans, processing fees, plus fees for City peer review by October 15, 2016.***
6. Because the required written authorization has not been provided from Mr. **Finn Ethrington** to allow construction of part of the concrete pool deck expansion and pool retaining wall on the **Finn Site (formerly the Ethrington Site)**, the building permit plans shall remove those parts of the pool deck and retaining walls from the **Finn Ethrington Site**. However, if the applicant provides written authorization from Mr. **Finn Ethrington**, subject to review and approval by the City Attorney, then the reduced pool deck expansion and retaining walls may be built on the **Finn Ethrington Site** as described in Conditions #17 and #18 (Mitigation Measure #2 and #3), all subject to review and approval by the CDD.

7. To encourage erosion control on the existing slide, the applicant shall confirm with a qualified erosion control specialist whether a temporary above grade drip irrigation line would be appropriate to irrigate the existing vegetation planted in the scarp above the debris flow wall, or whether a revegetation plan should be required for long-term effectiveness, subject to review and approval by the Community Development Director.
8. For the pool retaining wall, the submitted Erosion Control Plan is a temporary measure. Therefore, the applicant shall submit a revegetation/landscape plan for long-term erosion control, prepared by a qualified erosion control specialist and approved by the project geotechnical consultant. The plan shall include native shrubs known for erosion control, such as ceonothus, low-growing manzanita, coyote bush.
9. To minimize visual impacts of the debris flow wall, any lighting on the debris flow wall shall be prohibited.
10. Before project grading begins, the applicant shall address the timing of construction and precautionary measures, consistent with the findings of Dr. Richard Arnold in his report (dated June 2, 2003) for a slope remediation project at 110 Blueberry Court, which is the adjacent lot south of part of the **Finn Site (formerly the Ethrington Site)**.
11. To ensure protection of a cluster of small Oak trees to the north of the debris flow wall, the applicant shall submit tree protection measures of the cluster of Oak trees, subject to review and approval by the Community Development Director.
12. The applicant shall stop all earthwork if any artifacts are discovered and have a qualified archaeologist assess the situation, provide any actions required to comply with state law, and implement the actions before the applicant may resume earthwork or construction.
13. If human remains are unexpectedly encountered during project grading, the applicant shall stop construction and follow state standards for preserving any human remains for proper burial.

Mitigation Measures

14. Deleted; City's peer review fee was paid.
15. Deleted; City's environmental review fee was paid.

16. Mitigation Measure #1 (Aesthetics) Minimize Disruption to Scenic Vista: To ensure that the debris flow wall and pool retaining wall(s) blend with the hillside on the **Finn Ethrington** site and surrounding slopes and that the visual impact of the walls are minimized, the exterior material, color, and finish of the debris flow wall shall have a brown color, subject to review and approval of the Community Development Director. The exterior finish of the wall shall not be painted stucco to avoid intensive and regular maintenance.
17. Mitigation Measure #2 (Aesthetics) Minimize Massing and Proportion: To ensure that the siting, massing, and proportion of the pool retaining wall and deck expansion are in appropriate scale to the subject property and in appropriate relation to the immediate neighborhood, given the landslide history of the immediate neighborhood, the pool deck expansion shall be reduced to not exceed a total width of 12 feet depth measured from the inside edge of the pool along the north, and may allow a larger width along the west, and south sides of the pool, subject to recommendations from the project geotechnical engineer and review and approval by the Community Development Director (CDD). The total amount of pool decking shall not exceed 1,100 square feet. The pool retaining wall shall be redesigned to provide two shorter walls that meet the project geotechnical recommendations, subject to review and approval by the CDD.
18. Mitigation Measure #3 (Aesthetics) Provide Adequate Access to Sunlight: To ensure that the adjacent residences at 695 Whispering Pines Drive and 901 Whispering Pines Drive (**Harbaugh Site**) have adequate access to sunlight, pool retaining wall shall be revised to provide a minimum setback of 20 feet from the adjacent properties at 699 Whispering Pines Drive (**Clarke Site**) and Harbaugh Site. The height of the revised pool retaining wall(s) shall not exceed 5 feet, unless recommended by a registered engineer that a greater height is structurally safer than 5 feet, subject to review and approval by the CDD.
19. Mitigation Measure #4 (Air Quality) - Reduce Construction Dust: To reduce dust generation from project demolition, grading, and construction to minimal levels, the developer shall require the grading contractor to implement best management practices for dust control, including watering down exposed earth surfaces each non-rainfall day at intervals that attenuate dust problems. Any dirt tracked on to Whispering Pines Drive shall be removed daily in a manner that does not create substantial airborne dust. These requirements shall be included in the construction contract for the project.
20. Mitigation Measure #5 (Cultural Resources) Monitor for Potential Paleontological Resources: To ensure adequate protection of potential paleontological resources, the property owner shall provide a copy of a contract for a qualified paleontologist to monitor excavation of the debris flow wall. The contract shall include contacting the Planning Department with the findings of the monitoring,

subject to review and approval before grading/building permit issuance.

BUILDING INSPECTION DEPARTMENT

Standard

21. Post-development run-off rates shall not exceed pre-development rates and shall comply with City regulations and requirements, as determined by the Community Development Director. *Cross-reference Condition #28.*
22. Plans shall comply with the City's adopted codes at the time of submittal.
23. All trades of electrical, plumbing and mechanical will be issued under one building permit for said project (General Contractor permittee).
24. The developer shall staple a copy of the project Conditions of Approval to all of the plans submitted for a building permit.

Project-specific

25. For safety, all project grading shall occur between April 15 - October 15. Winter grading shall be prohibited.
26. *Mitigation Measure #6 (Geology) Follow Geotechnical Recommendations.* To ensure proper project construction, the engineered grading permit and building permit plans shall be reviewed and approved by the project geotechnical engineer prior to submitting the plans to the City for a Building Permit. Written documentation of this review and approval shall be included with the submittal of building plans. Construction shall meet the recommendations of the approved geotechnical report, including the recommendation that the top 3 feet of soil within 5 feet of the proposed debris flow wall shall be removed and replaced as compacted engineered fill.

To address a previous Notice of Violation that the Planning Department issued in January 2004, the project will remove the appropriate old debris/fill on the Clarke, Ashton, and ~~Finn Ethrington~~ Sites from previous slides from the ~~Finn Ethrington~~ Site. The fill removal may require the creation of 2:1 slopes and may require a new retaining wall or other suitable treatment to secure the resulting cuts, subject to the review by the City's peer reviewer and review and approval by the CDD. The applicant shall pay in advance for the City's peer reviewer. Any retaining walls or protective infrastructure proposed on the Clarke Site shall require written authorization from Mr. Clarke.

27. *Mitigation Measure #7 (Geology) Provide Long-Term Maintenance Plan of Debris Flow Wall:* To ensure that the debris flow wall functions properly, the applicant shall submit a maintenance plan with the engineered grading and building permit for review and approval by the Community Development Director and Building Official. The project geotechnical engineer shall provide a plan review letter of maintenance plan. If City staff determine that peer review is appropriate, the applicant shall submit the required deposit for the City's peer reviewer to evaluate the maintenance plan. If changes are required to comply with applicable regulations, the applicant shall revise the maintenance plan and resubmit it for review and approval by the City. Once approved, the applicant shall pay the one hour fee and County recordation fees in effect for staff to record the maintenance plan, so that future property owners of the subject site are aware of the wall maintenance requirements. Before a final building permit inspection, the applicant shall post a durable sign (with a size not smaller than 12 inches x 12 inches) on the wall that states "Maintain clear space behind the wall at all times".
28. *Mitigation Measure #8 (Geology) Control Erosion:* To prevent erosion from occurring during or after project construction, winter grading shall be prohibited and the developer shall have a qualified professional provide an erosion control plan for review and approval before grading/building permit issuance. The approved plan shall be implemented with grading of the site. The erosion control measures should be functional prior, during and after construction. Specific measures shall be identified in the project plans and specifications should include the following features: use of silt fencing and straw bales that follow existing contours of the sites to prevent sediments from leaving the site, erosion control seeding and mulching following construction and other measures as appropriate, revegetation plan.
29. *Mitigation Measure #9 (Hazardous Materials) Prevent Accidental Discharge:* To prevent accidental discharge of construction related fuels, lubricants or other contaminants into the right-of-way, the project site or other properties, the developer shall have the construction contractor implement the approved erosion control plan discussed in Mitigation Measure #8 (Geology) and implement a best management practice/ hazardous materials containment plan during the entire time construction activities are occurring. The hazardous materials containment plan shall be approved by City Planning staff prior to commencement of land alteration and construction activities for the project. It shall contain the following elements:
- a. Stationary equipment such as motors, pumps, welding equipment shall be placed over drip pans or other containment apparatus;

- b. Any petroleum, lubricants or other hazardous materials used during construction shall be stored in a special storage location equipped with double containment and this location shall be shown on the erosion control plan and approved by the agencies that review this plan; and,
 - c. All activities of Mitigation Measure #4 (Air Quality) shall be implemented.
30. Mitigation Measures #10 (Hydrology) Prepare Drainage Plan. To ensure that a drainage is adequately designed to protect adjacent properties and to discharge surface water runoff from all project walls to established storm drain systems, the property owner shall provide engineered drainage plan that is prepared in consultation with the project geotechnical engineers at the building permit stage. Surface drainage shall include provisions for positive gradients so that surface runoff is not permitted to pond next to foundations or other improvements. Minimum slope gradients of 2% or more shall be used. Remove drainage outlets facing 901 Whispering Pines Drive (**Harbaugh Site**). The drainage system shall not allow surface water sheeting to adjacent lots. The project geotechnical engineer shall provide a review letter stating that the drainage system has been designed to achieve the above objectives. All drainage plans and the plan review letter shall be subject to review and approval by the CDD and/or Public Works Director.
31. Mitigation Measure #11 (Noise) Minimize Temporary Construction Noise and Vibration: To reduce temporary construction noise and ground borne vibration during project construction, the property owner shall ensure that all contractors limit their work from 8:00 A.M. to 6:00 P.M. Monday-Friday and from 9:00 A.M. to 5:00 P.M. on Saturday. No construction activity is allowed on Sunday. If gasoline generators are used, they shall be contained in an enclosure that prevents their noise from being heard at adjacent residential properties.
- ~~31. The applicant shall complete construction of the debris flow wall by October 15, 2015, to the satisfaction of the CDD.~~

SCOTTS VALLEY FIRE PROTECTION DISTRICT

32. The building permit plans shall comply with any requirements of the Scotts Valley Fire Protection District.

* ***As amended by the City Council on December 16, 2015***

Signature of Jason Ashton
Property Owner of 903 Whispering Pines Drive, Scotts Valley, CA

Date

For City Use Only

Date Received: 11/30/15

Hearing Date: 12/16/15

Fee Paid - 25% of original permit fee or approved application with minimum of \$136 (Res. 1198.63)

RECEIVED

NOV 30 2015

CITY OF SCOTTS VALLEY

CITY OF SCOTTS VALLEY

APPEAL APPLICATION

(To be filed with City Clerk)

NAME OF APPELLANT: JASON ASHTON

Address: 1005 Moon Valley Ranch Rd.

Telephone: (Hm) _____ (Wk) 831.818.5000 (Email) jasonashton@aol.com

NAME OF PROJECT APPLICANT: JASON ASHTON

Project File Number: Variance Amendment V05-002.3 and Design Review Amend

Project Address: 903 Whispering Pines Drive and 100 Blueberry Court

DR05-022.3

Project Description: Construction of 120-foot long x 8-foot high x 10-inch wide debris flow wall for hillside protective infrastructure including the removal of old debris/fill on Clarke, Finn, and Ashton properties.

DECISION BEING APPEALED: Appellant Jason Ashton hereby appeals the

November 12, 2015 Planning Commission failure to approve Resolution 1608.3 for variance and design review amendments to extend the planning permits for 9 months, with a possible 3-month extension, to allow grading in slopes greater than 40%, the creation of 2:1 slopes for the removal of old debris/fill, and the construction of a debris flow wall for protective infrastructure.

BASIS FOR THE APPEAL (attach available correspondence): _____

Compelling reasons warrant extending the variance and design review permits as set forth in the attachment which is incorporated herein by reference.

Michelle Aspen, Attorney for
Appellant's Signature Jason Ashton

- * Please do not sign this application until it is presented at the City offices. If you wish specific people to be notified of this appeal, please list them on a separate sheet.

**THIS APPLICATION AND THE FILING FEE MUST BE SUBMITTED WITHIN
FOURTEEN (14) CALENDAR DAYS AFTER THE DATE OF THE DECISION**

**JASON ASHTON'S APPEAL FROM NOVEMBER 12, 2015 SCOTTS VALLEY
PLANNING COMMISSION MEETING WHEREIN COMMISSION FAILED TO
APPROVE RESOLUTION 1608.3 TO EXTEND VARIANCE AND DESIGN REVIEW
PERMITS FOR PROTECTIVE INFRASTRUCTURE**

Summary of Appeal: Appellant is requesting approval of amendments to extend previously approved variance and design review permits an additional 9 months to July 2016 in order to complete hillside protective infrastructure (a debris flow wall 120-feet long, 8-feet high and 10 inches wide). The project involves grading in slopes greater than 40%, removal of slide debris/fill on the Clarke/Finn/Ashton properties, and construction of the debris flow wall in accordance with 32 Conditions of Approval and 11 Mitigation Measures. Although the previously approved variance and design review permits include an optional pool deck expansion and optional pool retaining wall, Appellant's submitted plans do not include the optional aspects of the project. The Planning Commission voted two in favor of adopting Resolution 1608.3 to extend the variance and design review permits and two against adopting the resolution (the fifth Commissioner was absent); therefore, the motion to approve Resolution 1608.3 failed. Appellant respectfully submits that the Planning Commission committed error and should have approved Resolution 1608.3 on November 12, 2015 to extend the variance and design review permits because compelling reasons warrant extending said permits.

Compelling reasons support granting the requested Variance and Design Review Amendments to extend the previously approved permits by 9 months to complete construction of protective infrastructure consisting of a debris flow wall 120-feet long x 8-foot high x 10 inches wide.

I. The project team has achieved a degree of progress which warrants extending the project so that it may be completed in 2016 after the rainy season which serves the best interests of the involved properties rather than the alternative of starting over.

Appellant and the project team have made significant progress toward the completion of the debris flow wall which constitutes protective infrastructure. Appellant hired Adam Dahlen Construction as the builder/project manager for the subject project. Rebecca (Dees) Boyd is the project geotechnical engineer, DeWitt & Associates/Hogan Land Services is the project civil engineering firm, and Robert Patterson is the project structural engineer. The project building and grading plans are in plan check status.

It should be noted that the project team of Adam Dahlen Construction and three engineering firms has resubmitted plans in response to the hydrology comments of the civil engineering consultant (Bowman & Williams) for the Public Works Department as well as to comments from the Building Department's engineering consultant firm (CSG Consulting).

On October 13, 2015, the Planning Department advised that the project team should expect comments regarding geotechnical issues from the City's geotechnical engineering consultant. The project team is awaiting those comments.

Given the need for protective infrastructure to protect adjacent properties and appellant's property and the fact that the project has progressed to plan check review regarding 32 Conditions of Approval and 11 Mitigation Measures, allowing Appellant to continue his forward momentum to build the debris flow wall in 2016 after the rainy season serves the best interests of all involved properties. Site conditions have not changed and previous recommendations, Conditions of Approval, and Mitigation Measures remain applicable to the project. The Planning Commission failed to adequately consider the counterproductive ramifications of not extending the permits which could be detrimental to public health, safety and welfare by causing further delay in the completion of protective infrastructure.

II. The City's Municipal Code provides that variances and design review permits may be extended beyond two years pursuant to project conditions.

Municipal Code 17.50.030F provides that a design review permit may be extended beyond two years by condition of the design permit. Similarly, Municipal Code 17.50.010G provides that "[a] variance shall lapse and become void two (2) years following the date on which the variance became effective *unless by condition of variance, a greater time is allowed* (emphasis added). To the extent that any party contends the City lacks authority to extend the permits, the City does indeed possess the requisite authority, and for reasons stated herein, should exercise that authority to enable the project to be completed after the rainy season in 2016.

III. The Staff Report's proposed Condition #5a addresses concerns about the progress of the project, and the Planning Commission failed to adequately consider the benefits of the proposed schedule and incremental benchmarks designed to ensure timely completion of the debris flow wall.

The staff report and proposed resolution for the November 12, 2015 Planning Commission Meeting includes a proposed Condition #5 with several scheduling benchmarks for appellant and the contractor to keep the project on track and ensure timely completion. Appellant supports this schedule and reasonable modifications thereto. As noted in the November 12, 2015 letter of Chris & Emily Finn (owners of the former Ethrington property) supporting the requested extension, "[w]e believe staff has assembled a strong recommendation for your consideration that incorporates both a firm deadline and incremental benchmarks to incentivize progress." In fact, Appellant has already satisfied the proposed December 15, 2015 scheduling benchmark by resubmitting plans addressing the plan check comments related to hydrology from Public Works' consultant and responsive to the Building Department's engineering consulting firm.

The significant progress of the project to date and the need for protective infrastructure are compelling reasons to allow the project to move forward to completion thereby avoiding starting the whole process at square one. The Planning Commission committed error in not giving adequate consideration to the value of the proposed scheduling benchmarks to ensure success as weighed against the adverse consequences of additional delay caused by failure to extend the permits.

IV. The requested extension should also be granted on the basis that the project to build the debris flow wall for protective infrastructure meets the four required findings for a variance.

The requisite variance findings from Municipal Code 17.50.010E can be made supporting continuation of the project into 2016 and are summarized below:

1. That a hardship peculiar to the property and not created by any act of the owner, exists.

The project satisfies this requirement because the first slide occurred with the 1989 earthquake which was an act of nature not created by a property owner. The second slide in 1996 exacerbated the soil sloughing at the project sites. Considering the existing slopes, soil types, and ongoing concerns of Blueberry Hill soil sloughing, a hardship still exists on the project sites.

2. That because of exceptional or extraordinary circumstances of subject property, including size, shape, topography, location or surroundings, the strict application of the terms of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications.

The project satisfies this requirement because Blueberry Hill is perhaps the most unique lot in the City with 360 degrees of descending steep slopes surrounding the entire lot. The requested variance allows grading in slopes greater than 40% to provide protective infrastructure.

3. That the granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety or welfare or injurious to property or improvements in the vicinity.

The project satisfies this requirement because it is consistent with General Plan Objective SO-486 in that the debris flow wall is protective infrastructure intended to protect existing residences and property improvements, and it is intended to reduce potential impacts from possible hillside sloughing. The debris flow wall will preserve the prominent ridge of the Finn site pursuant to General Plan Policy OSP-374. Mitigation measures ensure that the debris flow wall integrates with the undeveloped hillside and minimize the visual impact of the debris wall from nearby properties and from public streets below.

4. That the granting of such variance shall not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and under identical zone classifications.

The project satisfies this requirement because the City has granted a variance for grading in 40% slopes at a nearby property located on the other side of Blueberry Hill at 110 Blueberry Court. That property is located in the same neighborhood and the identical R-1-10 zoning district. In view of the fact that other properties have received variances for the construction of protective infrastructure, the granting of a variance for this project would not constitute a special privilege.

///
//
/

page 4 of 6

V. The requested extension should also be granted because the project is consistent with the City's Design Review Standards and Hillside Residential Combining District Regulations.

Pursuant to Scotts Valley Municipal Code Section 17.50.030D, the project meets the applicable design review standards as follows:

1. The siting of any structure on the property as compared to the siting of other structures in the immediate neighborhood; As previously referenced, other property owners in the immediate neighborhood have built protective infrastructure similar to the proposed debris flow wall in this project, and the debris flow wall will be located in a position to best serve its function of catching debris from the hillside.

2. Materials, colors, proportion, mass and detail. All structures shall be in good proportion, have simplicity of mass and detail and be compatible in appearance with surrounding structures. There shall be an appropriate use of materials; colors shall be appropriate within the context of use and should blend with surrounding structures;
The dimensions of the debris flow wall have been designed for the purpose of stopping/catching hillside debris and mitigation measures adequately address the material and color of the debris flow to ensure its compatibility with the hillside and surrounding structures.

3. Landscaping and Irrigation. Landscaping and irrigation plans shall be required on the site. Landscaping shall be in keeping with the character or design of the building. Existing trees shall be preserved wherever possible;
Project conditions call for long-term erosion control in the slide scarp above the proposed debris flow wall.

4. Height and access to sunlight, setbacks, landscaping and use of materials for articulation and visual relief for fences and walls over eight feet tall.
The debris flow wall height is appropriate for its intended purpose. The optional (pool deck and pool retaining wall) portions of this project were reduced to address the concern for access to sunlight at nearby properties.

CONCLUSION

Appellant has made significant, measurable progress toward the completion of the debris wall, and the project is in plan check review status which has included submission of an erosion control plan, drainage plan, grading plan, long-term maintenance plan, debris wall structural plans and calculations, along with other requirements of the 32 Conditions of Approval and Mitigation Measures. The project team has responded to hydrology comments and to comments from the Building Department's consulting firm. A geotechnical engineering consultant for the

City is also in the process of reviewing the submitted plans. At this point, the debris flow wall cannot be constructed until after April 15, 2016 because of the prohibition on earthwork during the rainy season (October 15-April 15) (Condition of Approval #25).

Compelling reasons and findings exist to extend the variance and design review permits to build the protective infrastructure. Chief among those reasons, is that the momentum of the project should not be interrupted in favor of starting over. Although such interruption would penalize Appellant for prior extensions, it would be counterproductive to the shared goal of building the requisite protective infrastructure for the protection of neighboring properties as well as Appellant's property. Finally, the proposed schedule with benchmarks in the Staff Report for the November 12, 2015 Planning Commission Meeting would serve as a practical, effective method to ensure success by Appellant and the contractor. Accordingly, for all of the foregoing reasons and any additional reasons presented at the de novo hearing on appeal, Appellant respectfully requests that the City Council extend the variance and design review permits as recommended in proposed Resolution 1608.3 which the Planning Commission failed to approve.

RECEIVED

NOV 12 2015

Chris & Emily Finn
Fog Pond Property, LLC
3560 Soquel Avenue
Santa Cruz, CA 95062

November 12, 2014

CITY OF SCOTTS VALLEY

City of Scotts Valley
Planning Commission
One Civic Center Drive
Scotts Valley, CA 95066

@ 4:50 PM

**Subject: Support to Adopt Resolution 1608.3 to Extend V05-002.3 & DR05-022.3
Ashton Debris Flow Wall - 903 Whispering Pines Drive & 100 Blueberry Court**

Dear Honorable Commissioners,

Please accept this letter in support of staff's recommendation to adopt Resolution 1608.3 to extend the Variance and Design Review approvals for this project with the recommended additions to the Project-specific Conditions of Approval and Mitigation Measures #6 and #7 described below.

Extending Variance and Design Review Approvals

It has been 18 years since the lawsuit was filed (*February, 1997*), 12 years since Mr. Ashton was granted authority to construct the debris flow wall (*April, 2003*), 11 years since Mr. Ashton was paid \$110,300 to permit, engineer and construct the wall (*November, 2004*) and one (1) full year since this Planning Commission extended Mr. Ashton's Planning Approvals for the 2nd time.

We too are extremely disappointed the Debris Flow Wall has not been constructed. Both the Court's July 17, 2015 deadline and this Planning Commission's October 15, 2015 deadline have come and gone. The Court held two hearings since this item was last heard by this Commission (July 17th and October 23rd) and another hearing is scheduled for this December 4, 2015.

We believe staff has assembled a strong recommendation for your consideration that incorporates both a firm deadline and incremental benchmarks to incentivize progress. However, we would like to see consequences for non-performance if any of these benchmarks are missed.

Recommend Addition of Condition 5.viii: If any of these benchmarks are missed, then the Variance and Design Review permits shall immediately become null and void. The applicant shall submit to the Planning Department new applications, plans, processing fees, plus fees for City Peer review by October 15, 2016.

In your consideration of this extension, please understand our support is with great reluctance and not without condition. We agree that Mr. Ashton has had adequate time to complete the plans, submit applications, navigate the plan-check process, obtain the permits and actually complete construction. However, if this Commission does not approve the staff recommendation, Mr. Ashton will lose what little incentive he has to complete the project.

Removal of Landslide Debris (Condition of Approval #26 & MM #6)

Condition of Approval #26 and MM#6 require the project to remove the appropriate old debris/fill on the Clarke, Ashton and Finn (formerly Ethrington) sites. The current grading plans do not include elevations or cross-sections required of any grading plan and do not outline the parameters and depth of slide debris. Therefore, it is impossible to determine whether the current plans sufficiently address the NOV in removing the appropriate old debris/fill. In fact, it appears the current design may rely on certain extents

of slide debris remaining in place, thereby incorporating slide debris that is required to be removed as an integral component of the project.

Recommend Addition to Condition #26/MM#6: Prior to permit issuance, written confirmation shall be provided by the Planning and Building Departments noting the project will remove appropriate landslide debris/fill to enable Rescissions of any Notice(s) of Violation issued by the City of Scotts Valley related to the previous slides from the Finn site.

Long Term Maintenance Plan (Condition of Approval #27 & MM #7)

While required by Condition of Approval #27 and MM#7, the current application does not actually include a Long Term Maintenance Plan. Included is a one-page grossly insufficient and inadequate letter from Dees & Associates entitled "Recommended Maintenance for Proposed Debris Wall" (attached).

Recommend Addition to Condition #27/MM#7: The maintenance plan shall, at a minimum, identify each component of project requiring inspection and the inspection frequency, sufficiently describe indicators necessitating maintenance and/or repair activity and the timeline for maintenance and/or repair activities, and specify which inspections would require a licensed professional and which repairs would require a licensed contractor.

As a Condition of Approval and Mitigation Measure per the California Environmental Quality Act, the City has a duty and a responsibility to ensure the project's structural integrity is maintained and its ability to perform safely and for its intended purpose is not compromised. This starts with identification of a responsible party. In April, 2003, the Court granted Mr. Ashton both the right and responsibility to design and construct the Debris Flow Wall and Mr. Ashton is the only one with a right of access to construct and maintain the wall. Therefore, the Long Term Maintenance Plan must also specify Mr. Ashton (and his successors, agents, assigns, etc.) as solely responsible for all activities related to the long term maintenance of the project.

Respectfully,


Christopher Finn
Owner


Emily Finn
Owner/Managing Member

Cc: Michelle Fodge, Senior Planner, City of Scotts Valley
Jason Ashton (and Michelle Spencer), 903 Whispering Pines Drive
Richard Clarke, 699 Whispering Pines Drive
Frank Harbaugh, 901 Whispering Pines Drive

Page 2 of 3



Dees & Associates, Inc.
Geotechnical Engineers
501 Mission Street, Suite 8A, Santa Cruz, CA 95060

Phone: 831 427-1770
Fax: 831 427-1794

RECEIVED

SEP 22 2015

Project No. SCR-0102

August 7, 2015

MR. JASON ASHTON
901 Whispering Pines
Scotts Valley, California 95066

CITY OF SCOTTS VALLEY

Subject: Recommended Maintenance for Proposed Debris Wall

Reference: 903 Whispering Pines Drive
Scotts Valley, California

Dear Mr. Ashton:

The proper care and maintenance of the debris flow barrier is vital to it remaining functional. The debris wall should be inspected at the following intervals or more often if warranted by weather conditions or past experience. During inspection, the following items should be checked.

Inspection Item	Frequency	Maintenance Method
Concrete Wall	Every 2 years or after a debris flow event.	Inspect integrity of the wall. Cracks should be evaluated by the engineer. Repair or replace as necessary.
Tieback Anchors	Every 2 years or after a debris flow event.	Repair and re-apply corrosion protection in areas showing corrosion.
Wall Backdrain	Every 2 years or after a debris flow event.	Clear drainpipes. Repair or replace damaged or clogged drainrock.
Storage Area Behind Wall	Once a year and after every major storm event.	Clear debris, vegetation and soil accumulated behind wall.
Slope Above Wall	Once a year and after each major storm event.	Repair eroded areas by smoothing and compacting the slope surface, applying seed and covering affected areas with an erosion control blanket. Water until vegetation is re-established.

Michelle Fodge

From: Allen Affner [kakakakitten@gmail.com]
Sent: Monday, December 07, 2015 10:49 PM
To: Michelle Fodge
Subject: Re: 903 Whispering Pines Drive & 100 Blueberry Ct - Nov 12 Planning Commission Staff Report

hi mrs fodge, you can take mr syme off your list ,hes not doing anything for me, i dont know why everyone has such a hard time with retaining walls is it the crazy soi;ls report thats scareing people, i understand that mr Etherington paid mr clark 60 k to put a road and wall in. it semes to me that clark now owns right above me..and that ashton clark and the new Ethington.should build the debris wall so it empties in to the vacant corner lot. owned by sandy cliffs everyones happy? merry christmas arlen

On Fri, Nov 6, 2015 at 9:46 AM, Michelle Fodge <mfodge@scottsvalley.org> wrote:

Hi Mr. Haffner,

A courtesy staff report and agenda are attached.

If there are any questions, please let us know before the hearing.

Michelle Fodge, AICP

Senior Planner

Direct: [\(831\) 440-5632](tel:(831)440-5632)

Email: mfodge@scottsvalley.org



City of Scotts Valley

Planning Department

One Civic Center Drive

Scotts Valley, CA 95066

Office: [\(831\) 440-5630](tel:(831)440-5630)

Fax: [\(831\) 438-2793](tel:(831)438-2793)

Website: www.scottsvalley.org

RECEIVED

DEC 11 2015

CITY OF SCOTTS VALLEY

December 11, 2015

Dear City Council Members,

I am writing this letter to support of the Planning Commission's denial of Mr. Jason Ashton's 3rd extension request for his Debris Flow Wall project at 903 Whispering Pines Drive and to address serious concerns regarding the project. I believe the Planning Commission made the right decision after already giving Mr. Ashton a two-year extension in 2012 and another one-year extension in 2014 and hope the City Council upholds the Planning Commission decision.

I own the property at 901 Whispering Pines Drive, immediately downslope to the northwest of Mr. Ashton's property, and perhaps ironically, my property was previously owned by Mr. Ashton from 2002-2013. This project, and Mr. Ashton's continued negligence, pose very real safety concerns for myself, my family and my property. Following the 1996 Blueberry Hill landslide, an illegal and non-engineered retaining wall was constructed upslope from my home to contain landslide debris. The pool on Mr. Ashton's property that was constructed by his predecessor around 1985 received a significant amount of landslide debris, including a 30"+ diameter tree. Pools constructed in hillsides require special engineering considerations. Furthermore, there is evidence of structural damage to the pool following the 1996 landslide and the conditions have continued to deteriorate. Filling the pool would pose very real and serious safety risks to the downhill property owners.

Failures by the City:

- 1) A Notice of Violation (NOV) was issued to Mr. Ashton on January 7, 2004 ordering corrections to a deteriorated swimming pool and slide debris from a 1996 landslide. The 2004 NOV required 1) the pool be removed or filled, and 2) all the landslide debris removed. Despite issuance of the NOV and a related Court case that remains unresolved for nearly 2-decades, **the City never recorded its NOV against the property.** These conditions still exist, and to my knowledge, no subsequent enforcement action has been taken. While the reasons remain unclear, this NOV was never recorded against Mr. Aston's property.
- 2) While the project under consideration and Conditions of Approval references the NOV, **the City is currently reviewing a project that contradicts its own prior enforcement actions.** The current project 1) only partially (and incompletely) addresses the debris removal requirements of the NOV, 2) makes no mention and requires no action pertaining to the illegally constructed retaining wall and 3) does not require the removal of the pool and in fact, contemplates allowing Mr. Ashton to enhance the pool that was required to be removed!

Page 1 of 3

- 3) Mr. Ashton's property at 903 Whispering Pines Drive went into foreclosure in the Fall of 2013 and Mr. Ashton was bailed out of foreclosure through a hard money loan from the current tenant of the property, Mr. John Kufchak and his partner. **The City's failure to record the NOV resulted in a hard money loan being made blindly on a significantly encumbered property.** Had the NOV been recorded against the property, any title search would have exposed the NOV instead, Mr. Kufchak and his partner now hold a Note on a distressed property, entangled in a messy and highly encumbered dispute.

Failures by Mr. Ashton:

- 1) After 11 years and nearly a quarter of a million dollars in damages and construction costs awarded, Mr. Ashton has made no real progress or shown any regard for the property or the very real safety concerns that exist as a result of his lack of progress. Despite Mr. Ashton having been paid \$135,000 for damages in 2001 and \$110,300 in 2004 to construct the Debris Flow Wall, it is clear that **Mr. Ashton does not have the funds to complete the inadequate and insufficiently designed project and is spending just enough money to claim progress in support of his extension requests.**
- 2) Despite his claims, Mr. Ashton's financial position is best illustrated by his current property tax delinquency; Mr. Kufchak makes payments to Mr. Ashton to pay property taxes, however, Mr. Ashton has not used the money to pay the property taxes. Further, John Kufchak lives on the property rent free in exchange for Mr. Ashton not servicing the loan on a monthly basis. He will be required to make a \$350,000 balloon payment on the Note held by Mr. Kufchak and his partner in November of 2016. I am well acquainted with Mr. Kufchak and have learned this through conversations with him. **If Mr. Ashton obtains a permit, it will partially mitigate the property's encumbrances and he will be in a better position to sell before he is foreclosed upon again this time next year.** If one takes a step back and objectively evaluates these facts, it is clear that Mr. Ashton does not have any funds and he continues to waste valuable city time and resources in the hope of obtaining, but not actually performing on the permit.

It is for these reasons that I am asking that the City Council take the following actions:

- 1) **The NOV.** For whatever reason, the NOV was never recorded. I am requesting that the City Council direct staff to record the NOV against the property promptly.
- 2) **The Appeal.** I support the Planning Commission's decision to deny Mr. Ashton's appeal request and I urge this City Council uphold the decision made by the Planning Commission. However, if the appeal is over-turned, I am asking for the following:

Page 2 of 3

a) Debris Removal. The NOV, CEQA approval and the Planning Approvals (Variance and Design Review, Conditions #26) require removal of "...old debris/fill on the Clarke, Ashton, and Finn (formerly Ethrington) Sites from previous slides from the Finn (formerly Ethrington) Site...and may require a new retaining wall or other suitable treatment to secure there resulting cuts...". The current plans under review only contemplate removal of a small portion of debris from the Ashton site only, despite the Conditions of Approval directing the removal of all debris that will remedy the NOV. Please direct staff to reject any plans that do not include removal of all old debris/fill on all 3 sites to completely address the NOV and require suitable treatments to secure the resulting cuts.

b) The Pool. The Project Conditions of Approval (#6, #17 and #18) allow for a pool deck expansion if written authorization is provided by Mr. Finn (formerly Mr. Ethrington). Allowing enhancement of a property feature that was required to be removed per a NOV is unacceptable and should have never happened. Please direct staff to remove conditions #6, #17 and #18 and instead require the removal of the pool as a condition of project approval.

I realize that this item is complicated and there is a lot of information for sift through. It is my sincere hope that the council come to a logical conclusion in light of the overwhelming evidence against Mr. Ashton. I appreciate your time and will be attending the meeting on Wednesday December 16, 2015. Please see attached documents in this email for reference.

Sincerely,

Frank Harbaugh
831-345-4320

page 3 of 3

City of Scotts Valley PLANNING COMMISSION STAFF REPORT

Date: November 12, 2015

Applicant: Jason Ashton

Property Owners: Jason Ashton, and Chris & Emily Finn

Applications: Variance Amendment V05-002.3 and
Design Review Amendment DR05-022.3

Location: Ashton Site: 903 Whispering Pines Drive (APN 021-291-27)
Finn Site: 100 Blueberry Court (APN 021-291-28)

General Plan: Medium Density Single-family Residential

Zoning: R-1-10/HR (Hillside Residential Combining District)

Environmental Status: Mitigated Negative Declaration, adopted by the City Council on April 21, 2010. The adopted mitigation measures and conditions of approval will continue to be required of the previously approved Variance and Design Review.

Request: Consideration of Amendments to a previously approved Variance and Design Review, to extend the permits for 9-months to:

- 1) Grade slopes greater than 40%;
- 2) Build a debris flow wall 120-feet long x 8-feet high x 10-inches wide for hillside protective infrastructure (part of a court order); and,
- 3) Potentially build a reduced-size pool deck expansion about 1,100 square feet and reduced-size pool retaining wall (elected construction that is not required for the debris flow wall).

Staff Planner: Michelle Fodge, Senior Planner at (831) 440-5632 or
mfodge@scottsvally.org

SUMMARY OF ISSUE

On November 13, 2014, the Planning Commission approved a 1-year extension of previously approved and extended Variance and Design Review permits to build a court-ordered debris flow wall and elected construction, subject to mitigation measures and conditions. Condition #5a requires the debris flow wall be completed by October 15, 2015, before the rainy season which is October 15 - April 15 of each year. Condition #25 prohibits grading (earthwork) during the rainy season for safety reasons.

Building permit and grading permit applications have been submitted on August 20 and September 24, 2015, respectively. The applications are in the plan check process. Also, on behalf of the City, a consultant is reviewing the geotechnical aspects of the submitted plans. Therefore, construction of the debris flow wall must wait until April 15, 2016, which requires amending Condition #5a to allow more time. The applicant requests 9-months.

DISCUSSION

For background and previous staff analysis, the main bodies of City Council and Planning Commission Staff Reports in years 2010-2014 are attached.

CONCLUSION AND STAFF RECOMMENDATION

Although the City is not a party to the court case, the court ordered the applicant to build a debris flow wall. Given the hillside issues and a long-standing and on-going code enforcement case, staff believes that extending the permits is appropriate to build a debris flow wall. Progress is being made; building and grading applications are being plan checked. To address concerns about the applicant's productivity to date, Condition #5a has benchmarks to ensure timely construction of the debris flow wall.

Staff recommends that the Planning Commission conduct a public hearing, hear public testimony, and approve Variance Amendment V05-002.3 and Design Review Amendment DR05-022.3 to extend the planning permits for 9-months, with a potential 3-month extension because of the anticipated El Nino winter, subject to amended Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B, by adopting the attached Resolution.

ATTACHMENTS

PAGE

Resolution No. 1608.3 Approving Variance Amendment V05-002.3 and	
Design Review Amendment DR05-022.3 subject to:	3
Exhibit A - Mitigation Measures	10
Exhibit B - Conditions of Approval	16
Main Body of Planning Commission Staff Report, August 14, 2014	23
Main Body of Planning Commission Staff Report, May 24, 2012	26
Main Body of City Council Staff Report, April 10, 2010	29
Main Body of Planning Commission Staff Report, March 10, 2010	36

City of Scotts Valley PLANNING COMMISSION STAFF REPORT

Date: November 13, 2014

Applicant: Jason Ashton

Property Owners: Jason Ashton and Ethrington Trust

Applications: Variance Amendment V05-002.2 and
Design Review Amendment DR05-022.2

Location: Ashton Site: 903 Whispering Pines Drive (APN 021-291-27)
Ethrington Trust Site: 100 Blueberry Court (APN 021-291-28)

General Plan: Medium Density Single-family Residential

Zoning: R-1-10/HR (Hillside Residential Combining District)

Environmental Status: Mitigated Negative Declaration, adopted by the City Council on April 21, 2010. The adopted mitigation measures and conditions of approval will continue to be required of the previously approved Variance and Design Review.

Request: Consideration of Amendments to a previously approved Variance and Design Review, to extend the permits for three (3) more years to:

- 1) grade slopes greater than 40%;
- 2) build a debris flow wall 120-feet long x 8-feet high x 10-inches wide for hillside protective infrastructure (part of a court order); and,
- 3) potentially build a reduced-size pool deck expansion about 1,100 square feet and reduced-size pool retaining wall (elected construction that is not required of the debris flow wall).

Staff Planner: Michelle Fodge, Senior Planner at (831) 440-5632 or
mfodge@scottsvally.org

SUMMARY OF ISSUE

On August 14, 2014, the Planning Commission continued the public hearing to September 11, 2014, for the applicant to show progress on an expired building permit to stucco the exterior of the house. For safety, a railing is required around the second floor deck. (The August 14 staff report and plans will be provided in the Planning Commission agenda binders.)

On September 11, 2014, the Planning Commission reviewed progress made. The applicant had pulled a building permit for the stucco work. The Planning Commission continued the public hearing to October 9, 2014, for the applicant to continue progress. On October 9, 2014, the Planning Commission reviewed progress made and continued the public hearing to November 13, 2014, for the applicant to continue progress.

DISCUSSION

Since October 9, the applicant has continued on the stucco work and deck railing, which is anticipated to be completed in 3-4 weeks. Please see the attached email.

CONCLUSION AND STAFF RECOMMENDATION

Since the original approval in April 2010, the project has received one 2-year extension in 2012 by adding Condition #5a.

Until August 2014, there was limited progress. Staff has concerns about productivity. Therefore, to promote continued progress on the stucco work and second floor safety railing, staff recommends that the Planning Commission continue this item to the next meeting to be held on Thursday, December 11, 2014.

ATTACHMENTS

PAGE NO.

Main Body of Text from Planning Commission Staff Report, August 14, 2014	3
Exhibit A - Mitigation Measures	6
Exhibit B - Conditions of Approval	12
Applicant Email, dated November 6, 2014	18

City of Scotts Valley PLANNING COMMISSION STAFF REPORT

Date: August 14, 2014

Applicant: Jason Ashton

Property Owners: Jason Ashton and Ethrington Trust

Applications: Variance Amendment V05-002.2 and
Design Review Amendment DR05-022.2

Location: Ashton Site: 903 Whispering Pines Drive (APN 021-291-27)
Ethrington Trust Site: 100 Blueberry Court (APN 021-291-28)

General Plan: Medium Density Single-family Residential

Zoning: R-1-10/HR (Hillside Residential Combining District)

Environmental Status: Mitigated Negative Declaration, adopted by the City Council on April 21, 2010. The adopted mitigation measures and conditions of approval will continue to be required of the previously approved Variance and Design Review.

Request: Consideration of Amendments to a previously approved Variance and Design Review, to extend the permits for three (3) more years to:

- 1) grade slopes greater than 40%;
- 2) build a debris flow wall 120-feet long x 8-feet high x 10-inches wide for hillside protective infrastructure (part of a court order); and,
- 3) potentially build a reduced-size pool deck expansion about 1,100 square feet and reduced-size pool retaining wall (elected construction that is not required of the debris flow wall).

Staff Planner: Michelle Fodge, Senior Planner at (831) 440-5632 or
mfodge@scottsvally.org

SUMMARY OF ISSUE

- Approved planning permits such as variances, use permits, and design reviews are typically valid for a 2-year period. After which, the City's Municipal Code allows a one-time 1-year extension or a longer period if established in the project conditions.
- In April 2010, the City Council approved the Variance and Design Review on appeal, subject to Mitigation Measures and Conditions of Approval.
- In April 2012, the Planning Commission added Condition #5a to extend the life of the planning permits. The applicant requested a 3-year extension; the Planning Commission granted a 2-year extension, which ended in April 2014. A copy of the previous staff report and meeting minutes are attached.
- In April 2014, the applicant submitted applications to extend the life of the planning permits for a 3-year period.

DISCUSSION

Staff has prepared the following discussion points for Planning Commission consideration.

1. **Proposed Amendment to Condition #5a:** Earlier this year, the applicant's geotechnical consultant visited the site. Site conditions have not significantly changed. The consultant confirmed that all previous project recommendations still apply to debris flow wall and the elected construction. The applicant requests to amend Condition #5a to allow a 3-year extension of the permits.

Staff Recommendation: Given the unique slopes of the properties, the history of the immediate neighborhood, the lack of progress to date with the project, staff has concerns about the requested 3-year extension or any extension. See staff conclusion on page 3 of this report.

2. **Comments Received on Condition #26:** To address a previous Notice of Violation that the Planning Department issued in January 2004 to Mr. Ethrington and Mr. Ashton, Condition #26 requires removal of slide debris and fill on the subject site, Clarke Site, and Ethrington Site, subject to additional requirements. The fill removal may require the creation of 2:1 slopes and may require a new retaining wall or other suitable treatment to secure the resulting cuts, subject to the review by the City's peer reviewer and review and approval by the CDD.

On August 2, 2014, staff received comments and requests from Mr. Clarke; see attached email. One request is to require removal of the slide debris and fill before completing the debris flow wall. Staff asked the City's peer reviewer if the proposed timing of debris/fill removal would result in any slope stability issues.

Staff Recommendation: Staff will bring any updates from the City's peer reviewer to the Planning Commission at the public hearing.

3. **Separate Issue Regarding Expired Building Permits:** The applicant has two expired building permits for the subject occupied residence. Building Permit #8921 for a reroof expired in Fall 2006, while Building Permit #0073 for exterior stucco and room expansions expired in Spring 2011. Over the years, staff has received several phone calls complaining about the unsightliness of the unfinished exterior. A rear second floor room has glass doors leading onto a deck without railings. Staff asked the applicant to provide time lines to complete the work.

Staff Recommendation: For safety, staff recommends setting a due date for the applicant to obtain a building permit and complete the second floor deck by a specified time. Staff will provide an update of any received information to the Planning Commission at the public hearing.

CONCLUSION AND STAFF RECOMMENDATION

Since the approval in April 2010, the project has received one 2-year extension in 2012 and has had limited progress to date. Building permit plans have not been submitted, plan checked, or issued. Staff is concerned with the continued complaints received regarding the lack of productivity in completing the project. Therefore, staff has prepared two options for consideration:

1. **Option 1 - Extend the Permits:** Review the application, review written correspondence received, hear public testimony, deliberate the matter, consider the prepared resolution to extend the proposed project, require project completion by April 2016 per Condition #31, and approve Variance Amendment V05-002.2 and Design Review Amendment DR05-022.2 to extend the planning permits for two (2) additional years, subject to Mitigation Measures in Exhibit A and amended Conditions of Approval in Exhibit B, in the attached Resolution 1608.2.
2. **Option 2 - Deny the Request for an Extension:** Review the application, review written correspondence received, hear public testimony, deliberate the matter, prepare findings of denial and deny the time extension request of Variance Amendment V05-002.2 and Design Review Amendment DR05-022.2 based on the lack of performance to complete the project in a timely manner.

ATTACHMENTS

PAGE NO.

Resolution No. 1608.2 Approving Variance Amendment V05-002.2 and Design Review Amendment DR05-022.2	4
Exhibit A - Mitigation Measures	11
Exhibit B - Conditions of Approval	17
Planning Commission Meeting Minutes, dated May 24, 2012	23
Planning Commission Staff Report, dated May 24, 2012	25
City Council Meeting Minutes, dated April 21, 2010	47
City Council Staff Report, dated April 21, 2010	49
Richard Clarke Email, dated August 2, 2014	101
Previously Approved Project Plans	* Attached

* Please note that the project plans are only provided in the Planning Commission packets. However, the project plans and file are available for public review in the Planning Department at City Hall Monday-Thursday 8:00AM-12:00PM, or by appointment by calling (831) 440-5630.

City of Scotts Valley
PLANNING COMMISSION
STAFF REPORT

Date: May 24, 2012

Applicant: Jason Ashton

Property Owners: Jason Ashton and Edwin Ethrington

Applications: Variance Amendment V05-002.1 and
Design Review Amendment DR05-022.1

Location: 903 Whispering Pines Drive (Assessor Parcel #021-291-27)
100 Blueberry Court (Assessor Parcel #021-291-28)

General Plan: Medium Density Single-family Residential

Zoning: R-1-10/HR (Hillside Residential Combining District)

Environmental Status: Mitigated Negative Declaration, adopted by the City Council on April 21, 2010. The adopted mitigation measures will continue to be required of the approved planning permits.

Request: Consideration of Amendments to a Variance and Design Review approved by the Planning Commission in April 2010, which will add Condition #5a to extend the approved planning permits for three (3) more years, to grade slopes greater than 40% and to build: 1) a debris flow wall 120-feet long, 8-feet high, and 10-inches wide for hillside protective infrastructure; and to potentially build: 2) a reduced-size pool deck expansion about 1,100 square feet; and 3) a reduced-size pool retaining wall, all subject to the previously approved mitigation measures and conditions of approval.

Staff Planner: Michelle Fodge, Senior Planner at (831) 440-5632 or mfodge@scottsvalley.org

SUMMARY OF ISSUE

On April 21, 2010, the City Council denied an appeal and upheld the Planning Commission's approval of Variance V05-002 and Design Review DR05-022 for a debris flow wall and other property improvements, subject to detailed mitigation measures and conditions of approval. For details on the background of the appeal, the two project sites, and discussed issues, the City Council Meeting Minutes and Staff Report and are attached.

DISCUSSION

Staff has prepared the following discussion points for Planning Commission consideration.

1. Approved Planning Permits: The approved Variance and Design Review allow:

- a. Construction of a debris flow wall 120-feet long, 8-feet high, and 10-inches wide for hillside protective infrastructure (part of a court order);
- b. Potential construction of the following two property improvements:
 1. Reduced-size pool deck expansion about 1,100 square feet; and,
 2. Reduced-size pool retaining wall,

In consultation with the City Attorney, court documents allow the applicant to build a debris flow wall on the Ethrington Site but do not include the elected pool deck expansion and retaining wall which would be partially located on the Ethrington Site.

These two structures are not remedial work along the hillside and are not required for the proposed debris flow wall. Therefore, written authorization from Mr. Ethrington is required to allow their construction on his property. Condition #6 requires the applicant to provide the written authorization or to remove the two structures from the building permit plans for the debris flow wall that will be submitted to the City in the future.

2. Proposed Amendments: The approved Variance and Design Review were valid for the standard 2-year period. To extend the life of the approved planning permits, the City's Municipal Code allows either a one-time one-year extension or a longer amount of time if established by the project conditions. In April-May 2012, the applicant submitted an application to extend the approved permits for three (3) years, by adding a new condition, to complete the debris flow wall/protective hillside infrastructure. Although site conditions have not significantly changed, staff believes that a 2-year extension is more appropriate given the site and its history.

3. Separate Issue Regarding Expired Building Permits: Building Permit #8921 for a reroof expired in Fall 2006, while Building Permit #0073 for exterior stucco and room expansions expired in Spring 2011. It appears that the house has been vacated for a while, and there is old construction debris located in the side and rear yard areas. Staff will discuss the status of the property with the applicant and will provide an update to the Planning Commission at the public hearing. Staff will also provide a list of items/actions required to complete the work.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission conduct a public hearing and approve Variance Amendment V05-002.1 and Design Review Amendment DR05-022.1 to extend the planning permits for two (2) more years, subject to Mitigation Measures in Exhibit A and amended Conditions of Approval in Exhibit B, by adopting the attached Resolution.

ATTACHMENTS**PAGE NO.**

Resolution No. 1608.1 Approving Variance Amendment V05-002.1 and Design Review Amendment DR05-022.1	4
Exhibit A - Mitigation Measures	11
Exhibit B - Conditions of Approval	17
City Council Meeting Minutes, dated April 21, 2010	23
City Council Staff Report, dated April 21, 2010	25
Previously Approved Project Plans	* Attached

* *Please note that the project plans are only provided in the Planning Commission packets. However, the project plans and file are available for public review in the Planning Department at City Hall Monday-Thursday 8:00AM-12:00PM, or by appointment by calling (831) 440-5630.*

**City of Scotts Valley
INTEROFFICE MEMORANDUM**

DATE: April 21, 2010

TO: Mayor Reed and Members of the City Council

FROM: Michelle Fodge, Senior Planner

APPROVED: Susan Westman, Interim Community Development Director

SUBJECT: CONSIDERATION OF AN APPEAL OF THE PLANNING COMMISSION'S APPROVAL OF A MITIGATED NEGATIVE DECLARATION, VARIANCE, AND DESIGN REVIEW FOR A DEBRIS FLOW WALL, POOL DECK EXPANSION, AND A POOL RETAINING WALL AT 903 WHISPERING PINES DRIVE AND 100 BLUEBERRY COURT/ APNS 021-291-27 AND 021-291-28 (PLANNING FILES MND06-002, V05-002, DR05-022)

SUMMARY OF ISSUE

As part of a court order to build a debris flow wall at the base of Blueberry Hill between the Ashton Site (903 Whispering Pines Drive) and Ethrington Site (100 Blueberry Court, also known as "Blueberry Hill"), Jason Ashton proposes a 120-foot long x 8-foot tall x 10-inches wide debris flow wall to protect residential properties located below steep slopes and a landslide scar and on the Ethrington Site (*see page 45, Location Map*). His proposal also includes a pool deck expansion and pool retaining wall located on both sites.

On March 11, 2010, the Planning Commission approved a Mitigated Negative Declaration, Variance, and Design Review for the debris flow wall and a smaller version of the pool deck expansion and pool retaining wall, to give adjacent property owners at 699 Whispering Pines Drive and 901 Whispering Pines Drive more privacy and sunlight (*see pages 16 and 24, Mitigation Measure #2 and Condition #17*).

On March 25, 2010, Richard Clarke, adjacent property owner at 699 Whispering Pines Drive, filed an appeal of the Planning Commission's decision (*see pages 28-32, Appeal Letter*).

In April 2010, Ashton's geotechnical engineer (Dees & Associates) contacted Clarke about his concerns. The engineer recommends shifting the debris flow wall closer to the Ashton swimming pool to reduce hillside cuts and removing appropriate old debris/fill on the Clarke, Ashton, and Ethrington Sites from previous landslides from the Ethrington Site.

The City's peer reviewer (Bauldry Engineering) recently visited the project sites and agreed with the removal of appropriate old debris/fill on the Clarke, Ashton, and Ethrington Sites. Such removal will require the creation of 2:1 slopes (see *pages 33-34, E-mail*). The City's Hillside Regulations allow 2:1 slopes if the appearance or stability will be superior to the standard 3:1 slopes.

Both the applicant's geotechnical engineer and City's peer reviewer have identified that 2:1 slopes are appropriate. Therefore, Mitigation Measure #6 and Condition #26 have been amended to remove the appropriate old debris/fill (see *page 18, Measure #6, and page 25, Condition #26*).

BACKGROUND

Please refer to page 36, in the attached Planning Commission Staff Report.

PROJECTS SITES

The project sites are two adjacent lots developed with single-family residences. For more details, please see pages 36-37, in the attached Planning Commission Staff Report.

PROJECT DESCRIPTION

The project will include the following structures. For more details, please see page 37.

1. **Debris Flow Wall:** The wall will be 120-feet long x 8-feet tall x 10-inches wide.
2. **Expanded Pool Deck:** The existing concrete pool deck is about 450-500 square feet with a width of 5+ feet around the pool. To provide adequate privacy and sunlight to adjacent residences, the Planning Commission reduced the proposed 2,400 square feet pool deck expansion to 1,100 square feet. The north end of the pool deck is limited to a maximum total depth of 12 feet.
3. **Pool Retaining Wall:** The required reduction of the pool deck will result in a smaller pool retaining wall. Although new dimensions will be determined at the building permit stage, the wall will be less than the originally proposed design of 197-feet long x 4-to-10-feet tall x 10-inches wide.
4. **Possible Retaining Wall:** To address the appellant's concern and a previous Notice of Violation that the Planning Department issued in January 2004, the project will remove appropriate old debris/fill on the Clarke, Ashton, and Ethrington Sites from previous slides. The fill removal will require the creation of 2:1 slopes and may require a new retaining wall or suitable treatment to secure the resulting cuts.

The project geotechnical engineer and City's peer reviewer have exchanged an e-mail about removing the fill on the Clarke Site (see *pages 33-34, E-mail*).

PLANNING COMMISSION REVIEW

A Variance is required to allow construction of protective infrastructure on slopes greater than 40%. Design Review is required to allow the creation of 2:1 slopes and to ensure that the design of the debris flow wall, pool deck expansion, and pool retaining wall are consistent with the City's Design Review Standards and Hillside Residential Combining District Regulations.

On March 11, 2010, the Planning Commission held a public meeting and reviewed the proposed project. Clarke raised concerns about the project and asked the Planning Commission to not approve the project. The applicant's geotechnical consultant answered questions from the Commission and responded to Clarke's comments.

A copy of the Planning Commission Staff Report is attached (*see pages 35-52, Planning Commission Staff Report*). To address the raised concern about privacy and sunlight, the Planning Commission amended Mitigation Measure #2 and Condition #17 to ensure that the pool deck expansion was reduced in size and in depth.

APPEAL PROCESS

The City's Municipal Code requires that appeals be scheduled within 30 days from the date an appeal is filed. The appellant filed the appeal on March 25, 2010. Therefore, this appeal public hearing will occur within the required 30 days. The appeal is a de novo hearing, in that the project is reviewed as if it has not been heard before and as if a decision has not been previously rendered.

BASIS FOR THE APPEAL

The appellant has listed seven reasons for the appeal (*see pages 28-32, Appeal Letter*). Staff has evaluated the appeal and has prepared the following analysis.

- 1. "The north 60 feet of the proposed debris wall, across the base of the slide scar, violates the terms of the City's General Plan because it is on a 70% slope and does not qualify as "protective infrastructure"."**

Staff Response: Although General Plan Land Use Action LA-21 states that construction on slopes over 40% is not allowed except for quarry reclamation, the Planning Commission and City Council have previously reviewed the City's Hillside Combining District Regulations. Both bodies agreed that the regulations allow grading on slopes over 40% for existing lots of record to install protective infrastructure to protect existing property.

The court order requires a debris flow wall to be built at the base of the Blueberry Hill between the Ashton and Ethrington Sites. Given the design and location of the proposed debris flow wall, it is considered as protective infrastructure.

2. **“The proposed debris wall, itself, will create a condition hazardous to life and property.”**

Staff Response: The purpose of the wall is to protect residential properties. Clarke’s citation of Bauldry Engineering comments in December 2006 are about a previous wall design (5-feet tall) that allowed overtopping into the Ashton swimming pool. Since then, the debris flow wall has been redesigned to be 8-feet tall, which requires the area behind to wall to be kept clear of soil and debris. Bauldry Engineering’s final comments in August 2008 have been included as mitigations measures or conditions.

Mitigation Measure #7 and Condition #27 require the maintenance plan to be recorded and a sign to be placed on the wall stating basic maintenance requirements. Clarke states concerns about regular and proper maintenance of the debris flow wall. An option is an 11-feet tall wall which does not require a maintenance plan. However, to reduce possible visual impacts of an 11-feet tall wall x 120- feet long, the Planning Commission approved the proposed 8-feet tall wall design.

3. **“Variance findings for the proposed debris flow wall are in error.”**

Staff Response: The appeal lists the four required findings for a variance and reasons why the project does not meet the findings. Staff has prepared the following responses why the findings can be made to grant a variance for the debris flow wall.

- I. *That a hardship peculiar to the property and not created by any act of the owner, exists.*** The project meets the requirement of this finding in that the first slide occurred with the Loma Prieta earthquake in 1989 which was a natural act not created by any property owner. The second slide in 1996 exacerbated the on-going soil sloughing of the project sites. Given the existing slopes, soil types, and continuing problem of Blueberry Hill (and even topsoil sloughing of adjacent properties), a hardship still exists on the project sites.
- J. *That because of exceptional or extraordinary circumstances of subject property, including size, shape, topography, location or surroundings, the strict application of the terms of this title is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications.*** The project meets the requirement of this finding in that Blueberry Hill is one of the most unique lots in the City, with 360 degrees of descending steep slopes surrounding the entire lot. The variance will allow grading in slopes greater than 40% to provide protective infrastructure.

Regarding the appeal comment about the existing 3-4 feet encroachment of the Ashton swimming pool on the Ethrington Site, the encroachment is not part of the variance because the issue has been previously settled in court.

- K. *That the granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety or welfare or injurious to property or improvements in the vicinity.*** The project meets the requirement of this finding in that the project is consistent with General Plan Objective SO-486 because the debris flow wall is protective infrastructure intended to protect existing residences and property improvements and to reduce potential impacts from possible hillside sloughing.

Mitigation Measure #7 and Condition #27 require a maintenance plan to keep the area behind the wall cleared of debris. The maintenance plan will be recorded to alert future property owners of the maintenance responsibilities. At the grading/building permit stage, a maintenance plan will be reviewed by the Community Development Director which may require review by the City's peer reviewer. The project property owners shall have the burden and responsibility to ensure that the approved maintenance plan is followed.

The project walls will be located at the western base of the prominent ridge of the Ethrington Site, which will preserve the ridge as called for in General Plan Policy OSP-374. The project will be consistent with OSP-385 through OSA-388 because Mitigation Measure #1 will require the debris flow wall to integrate with the natural setting of the undeveloped hillside. Mitigation Measures #2 and #3 will help to minimize the visual impacts of the walls as seen from public street views and from adjacent properties.

- L. *That the granting of such variance shall not constitute a grant of special privilege inconsistent with the limitations upon other property in the vicinity and under identical zone classifications.*** The project meets the requirement of this finding in that the City has granted a variance for grading in 40% slopes at 110 Blueberry Court to stabilize the other side of Blueberry Hill, located in the same neighborhood and R-1-10 zoning district. Other properties have received variance approval for protective infrastructure. Therefore, the granting of a variance does not constitute a special privilege.

- 4. *"The slide debris at the base of the 1996 slide scarp constitutes an illegal condition per Municipal Code Section 15.06.070."***

Staff Response: Title 15 of the Scotts Valley Municipal Code (SVMC) is administered by the Building Division. SVMC Section 15.06.070 provides the permit application, plans, specifications and reports required for a grading permit. Mitigation Measure #6 and Condition #26 require an engineered grading permit at the building permit stage. Approval of the subject planning permits (variance and design review) are required before a grading/building permit may be issued. Therefore, when the required engineered grading permit is submitted, it will be reviewed for compliance with Title 15.

5. **“A permit for the proposed debris flow wall will violate Municipal Code Section 15.06.070.D.2. that requires abatement of existing erosion problem.”**

Staff Response: See #4 above.

6. **“The north end of Ashton’s property and part of Ethrington’s property constitute a public nuisance in accordance with Municipal Code Section 12.08.010.”**

Staff Response: Staff does not believe that SVMC Section 12.08.010 applies because the previous slide material is not a “structure” or an “improvement”. Nevertheless, in January 2004, the Planning Department issued a Notice of Violation to Ashton and Ethrington to remove the appropriate old debris/fill on the Clarke, Ashton, and Ethrington Sites from previous slides. The applicant proposes to remove the fill. The applicant’s geotechnical engineer and City’s peer reviewer have discussed the matter (*see pages 33-34, E-mail*).

Mitigation Measure #6 and Condition #26 have been amended to require removal of the fill (*see pages 18-19 for Exhibit A and page 25 for Exhibit B*). Therefore, project approval would close-out the January 2004 code enforcement case.

7. **“Mr. Ashton’s pool violates Code Section 17.46.080.B. regarding the setback.”**

Staff Response: Since the Planning Department issued a Notice of Violation to Ashton in January 2004 to correct the 3-4 feet encroachment of his swimming pool on the Ethrington Site, the court system has addressed the issue. Therefore, the nonconforming swimming pool setback is not part of this application because the subject property owners have settled the matter in court.

CONSISTENCY WITH THE CITY’S GENERAL PLAN AND ZONING ORDINANCE

The project was analyzed for consistency with the City’s General Plan and Zoning Ordinance and found to be consistent. For more details, please see pages 42-43, in the attached Planning Commission Staff Report.

ENVIRONMENTAL REVIEW

The project is subject to the California Environmental Quality Act (CEQA) and the CEQA Guidelines. Staff prepared a Mitigated Negative Declaration (MND) which describes the potential project impacts and ways to reduce the impacts to less than significant levels, which are called mitigation measures (*see the attached MND*). The MND was made available to the public for a 20-day comment period between February 5-24, 2010.

The MND is available at City Hall and online at the City’s website at the following link:
http://www.scottsvally.org/council/agendas_minutes.html

PUBLIC NOTICE AND COMMENT

1. **Notices:** On April 8, 2010, public notices were mailed to surrounding property owners located within 300 feet of the subject property, pursuant to State law. On April 9, 2010, notices were also posted at City Hall, the public library, and the Senior Center. To date, no public phone calls about the appeal were received.
2. **Written Comments Received:** Except for the e-mails between the applicant's geotechnical engineer and the City's peer reviewer, the City has not received any letters about the appeal. Any new letters received shall be provided to the City Council and public at the public hearing.

FINDINGS

City Council Resolution No. 1848 includes 20 findings supporting the project. Staff believes that the findings can be made based on submitted reports and information from the project geotechnical engineer and City's peer reviewer, and consistency with the City's General Plan and Zoning Ordinance.

FISCAL IMPACT

None is expected.

RECOMMENDATION

The following options have been prepared for City Council consideration:

1. Deny the appeal and approve the debris flow wall and a reduced pool deck expansion and reduced pool retaining wall and approve creation of 2:1 slopes to remove appropriate old debris/fill on the Clarke, Ashton, and Ethrington Sites from previous slides, subject to Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B.
2. Continue the appeal to a certain date (e.g., May 19 or June 2 or June 16, 2010) and direct the applicant to provide revised plans and pay for City's peer reviewer by a certain date to allow adequate time for the City's peer reviewer to respond.

Staff recommends Option #1.

ATTACHMENTS

PAGE #

Resolution No. 1848 (Action Item) Denying the Appeal	8
Exhibit A - Mitigation Monitoring and Reporting Program	16
Exhibit B - Conditions of Approval	22
1. Location Map	45
2. Appeal Letter	28
3. E-mail between applicant's geotechnical consultant and city's peer reviewer	33
4. Planning Commission Staff Report, March 11, 2010	35
5. Mitigated Negative Declaration <i>*Available online & attached only to City Council packet</i>	
6. Project Plans <i>* Attached only to City Council packet</i>	

*** Available for public review Mon-Thurs 8AM-12PM or by appt., by calling (831) 440-5630.**

City of Scotts Valley
PLANNING COMMISSION
STAFF REPORT

Date: March 11, 2010

Applicant: Jason Ashton

Property Owners: Jason Ashton and Edwin Ethrington

Applications: Variance V05-002 and Design Review DR05-022

Location: 903 Whispering Pines Drive (Assessor Parcel #021-291-27)
100 Blueberry Court (Assessor Parcel #021-291-28)

General Plan: Medium Density Single-family Residential

Zoning: R-1-10/HR (Hillside Residential Combining District)

Environmental Status: A Mitigated Negative Declaration was prepared and distributed for public review from February 5-24, 2010.

Request: Consideration of a Mitigated Negative Declaration, Variance, and Design Review to build: (1) a debris flow wall about 120-feet long, 8-feet high, and 10-inches wide for protective infrastructure; (2) an expanded pool deck of about 2,400 square feet; and, (3) a pool retaining wall about 197-feet long, 4-to-10-feet high, and 10-inches wide.

Staff Planner: Michelle Fodge, Senior Planner at (831) 440-5632 or mfodge@scottsvalley.org

STAFF RECOMMENDATION

Staff recommends that the Planning Commission conduct a public hearing and approve an amended project by adopting the attached Resolution subject to Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B.

SUMMARY OF ISSUE

As part of a court order, the applicant proposes to build a debris flow wall to protect the existing pool and property improvements below the existing landslide scar located on the adjacent property to the east at 100 Blueberry Court (Ethrington Site). The project geotechnical engineer has provided recommendations. The City's peer reviewer has provided comments which are included as mitigations measures and/or conditions of approval. Please see discussion issues on pages 4-9 of this report.

BACKGROUND

- In the project vicinity, there are three different geologic units stacked on top of each other. The soils types are Purisima bedrock over Santa Cruz Mudstone over Santa Margarita Sandstone. The soil at the project site is Santa Margarita Sandstone.
- In the late 1980's, a shallow (3-feet deep) debris-flow-type landslide occurred at 100 Blueberry Court (Ethrington Site) because soils became overly saturated.
- In December 1996, another slide occurred on the Ethrington Site. Soils impacted the adjacent residence to the north at 699 Whispering Pines Drive.
- There is still landslide potential above the existing swimming pool at 903 Whispering Pines Drive (Ashton Site) and along the side slopes of the landslide scar, primarily in the Santa Margarita formation.
- In March 1999, the subject property owners entered into a settlement agreement for a debris flow wall to be built.
- In April 2003, the court ordered Ethrington to pay Ashton for engineering costs and permit fees for a debris flow wall to be built at the base of the slope between the Ethrington and Ashton Sites.
- In July 2005, Ashton submitted Variance and Design Review applications per the court order. In 2009, the applications became complete.

SITE DESCRIPTIONS

The project sites are two adjacent lots developed with single-family residences located in the eastern area of the "Whispering Pines" residential neighborhood. The nearest cross street is Baja Sol Drive. All of the surrounding uses are existing single-family residences in the R-1-10 zoning district.

1. **Ethrington Site (100 Blueberry Court):** This property is located at the top of Blueberry Hill, where slides occurred in the late 1980's and in 1996. The 1.7-acre parcel has unique topography that declines to all of the surrounding lots below. The existing house sits above all surrounding lots. Although the average slope of the entire parcel is not known, the western slope leading to the Ashton Site has slopes greater than 30%; see Sheet P1 of 3 prepared by Robert L. DeWitt & Associates. Nevertheless, the average lot slope is greater than 10% making it a "hillside" lot subject to the City's Hillside Residential Combing District Regulations. Vegetation near the proposed debris wall is scattered shrubs.
2. **Ashton Site (903 Whispering Pines Drive):** This property is located on the western flank of the Ethrington Site. The 0.41-acre parcel is a long trapezoid-shaped lot that slopes upward from Whispering Pines Drive with an average slope greater than 10% making it a "hillside" lot. The site was graded to create

two level pads: one for the house which sits back from the street, and another pad for the swimming pool in the back yard. An existing wood retaining wall surrounds the pool on three sides while a 35-foot long short wood retaining wall is located on the east side of the pool. Vegetation is limited to a few trees in the front yard near the street.

PROJECT DESCRIPTION

The proposed project includes three structures:

1. **Debris Flow Wall:** To protect existing property improvements located downslope from the existing landslide scar and fringes, a concrete debris flow wall is proposed at the toe of the of the slope on the Ashton and Ethrington Sites. The wall should be designed to stop a 3-foot thick soil mass traveling 10 feet per second, based on the previous landslide amount (5,700 cubic feet of soil). To account for volume uncertainties, the wall is designed for 1.25 the previous amount (7,125 cubic feet). A culvert will be installed to collect water.

The debris flow wall will be about 120-feet long, 8-feet high, and 10-inches wide (plans submitted show a varying length). The wall footings will be single 24-inch diameter concrete piers every six (6) feet on center with an estimated depth of 17 feet. The project plans show the worst-case scenario of backslope behind the wall. However, the project geotechnical engineer has clarified that the bottom 2-3 feet of the wall will act as a retaining wall, while the remainder of the wall will be freestanding without back fill (*see page 124 of MND06-002 previously distributed*). A maintenance plan is proposed to keep the back of the debris flow wall clear of soil to function properly (*see page 121 of MND06-002 previously distributed*).

The proposed exterior finish is stucco painted off-white to match the existing house. The footprint of grading and construction will be about 1,200 square feet. Preliminary grading estimates are 103 cubic yards of cut.

2. **Expanded Pool Deck:** On the Ashton Site, the existing concrete pool deck is about 450-500 square feet with a width of 5+/- feet around the pool (*see page 29, Aerial Photo*). The proposed concrete pool deck will be expanded on three sides by an additional 2,400 square feet with a varying width of 15-38 feet (*see Sheet SP prepared by Williams Design*).
3. **Pool Retaining Wall:** Around the north, south and west of the swimming pool on the Ashton and Ethrington Sites, the concrete wall will be about 197-feet long, 4-to-10-feet high, and 10-inches wide. The wall footings will be double 16-inch or 24-inch diameter concrete piers every six (6) feet on center with an estimated depth of 11 feet. Preliminary grading estimates are 117 cubic yards of fill.

Although Sheet P1 of 3 is titled "Proposed Lot Line Adjustment Map", the City has not received a lot line adjustment application and submittal requirements. Therefore, a lot line adjustment cannot be processed and is not part of the proposed project.

REQUESTED PERMITS

The project requires two planning permit applications. A Variance is required to allow construction of protective infrastructure on slopes greater than 30%. Design Review is required to ensure that the design of the debris flow wall, pool deck expansion, and pool retaining wall are consistent with the City's Design Review Standards and Hillside Residential Combining District Regulations.

As mitigated and conditioned, the project will be consistent with the required findings for these two permits (*see pages 11-17, Resolution with Findings*).

ENVIRONMENTAL REVIEW

The project is subject to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, which requires environmental documentation. City staff completed an environmental check list (Initial Study) for the project by reviewing the submitted plans and technical reports, conducting site visits, and consulting with project consultants, City Department Managers, and reviewing agencies.

The Initial Study identified potentially significant impacts that the project might have on the environment. Therefore, City staff prepared a Mitigated Negative Declaration (MND) which describes the potential project impacts and ways to reduce the impacts to less than significant levels, which are called mitigation measures. The MND was made available to the public for a 20-day comment period between February 5-24, 2010. An advance copy was given to the Planning Commission and City Council.

Staff provided a courtesy copy of the MND to the adjacent property owner to the north at 699 Whispering Pines Drive.

PUBLIC NOTICE AND COMMENT

1. **Notices:** By February 5, 2010, public notices were posted at City Hall, the public library, and the Senior Center, and were mailed to surrounding property owners located within 300 feet of the subject property, pursuant to State law. On February 5, 2010, a notice was published in the PressBanner. Since the notices were sent, the City has not received any public phone calls about the proposed project.
2. **Written Comments Received:** To date, the City has received two letters in 2006 from the adjacent property owner to the north at 699 Whispering Pines Drive (*see pages 31-37, Letters Received*). Staff believes that the project addresses some of the concerns raised.

DISCUSSION

Staff have routed the project plans to the City Departments and the Fire District for comment. Staff have prepared the following discussion and analysis for Planning Commission consideration:

1. **Authorization for Proposed Pool Deck Expansion and Retaining Walls:** The project includes a pool deck expansion and a pool retaining wall, which will cross over the adjacent Ethrington Site. The northern end of the retaining wall will extend about 21 feet into the Ethrington Site, while the southern end will end at the shared property line.

In consultation with the City Attorney, court documents allow the applicant to build a debris flow wall on the Ethrington Site but do not include the elected pool deck expansion and retaining wall. These two structures are not remedial work along the hillside nor required for the proposed debris flow wall. Therefore, written authorization from Mr. Ethrington is required. To date, authorization from Ethrington has not been received. ***Therefore, staff recommends denial of a pool deck expansion and retaining wall to be located on the Ethrington Site.***

If the applicant provides written authorization from Mr. Ethrington before the Planning Commission public hearing, subject to review and approval by the City Attorney, then staff recommends approval of a reduced pool deck expansion and pool retaining wall, as described on pages 6-7 in this report.

2. **Debris Flow Wall:** Dees & Associates, the applicant's geotechnical consultant, prepared Geotechnical Investigations for the debris flow wall and pool retaining wall (see *Attachments 12 and 15 of MND06-002 previously distributed*). The reports concluded that, geotechnically, the project could be developed as proposed if report recommendations are followed for site grading, debris wall design criteria, retaining walls and lateral pressures, site drainage, erosion control, plan review, and construction observation and testing.

Bauldry Engineering, the City's peer reviewer, and the sub-consultant Nolan Associates have reviewed the proposed project and provided recommendations (see *Attachments 32-35 of MND06-002 previously distributed*). In August 2008, Bauldry Engineering completed a last peer review of plans and documents and provided four recommendations (see *Attachment 35 of MND06-002 previously distributed*).

- A. **Peer Review of Current Plans:** In response to Bauldry Engineering's last peer review, Dees & Associates submitted the current revised set of plans, structural calculations, and comments in October 2008 (see *Attachments 26-28 of MND06-002 previously distributed*). The current plans address the four comments from the City's peer reviewer engineer in that:

1. Dees & Associates has confirmed that the debris flow wall will not increase the potential for slides north and south of the wall (see *Attachment 31 of MND06-002 previously distributed*).
2. Dees & Associates has submitted a Maintenance Plan for the debris flow wall (see *Attachment 24 of MND06-002 previously distributed*). Mitigation Measure #7 requires a maintenance plan to be submitted at the building permit stage.
3. Dees & Associates has provided the project structural engineer ~~063~~

other design team members the geotechnical engineering recommendations, and the project plans and structural calculations have been revised.

4. Dees & Associates has reviewed the revised debris wall plans (Sheets SP by Williams Design dated 10/9/08) and revised pool retaining wall plans (Sheet SD-1 by all Structural Consulting Engineers dated 9/9/05) and concluded that the plans are in accordance with recommendations, as long as the soil in front of the debris wall is compacted. Additionally, the top 3 feet of soil within 5 feet of the proposed debris flow wall should be removed and replaced as compacted engineered fill, which is a project-specific condition.

- B. Key Mitigation Measures: To ensure that geotechnical recommendations are followed, that the area behind the wall is kept clear of soil, and that erosion is controlled, Mitigation Measures #6, #7, and #8 have been prepared.

3. Recommended Changes to the Expanded Pool Deck and Retaining Wall:

The proposed concrete pool deck expansion and 7-to-10-feet high retaining wall will be located about 18 feet from adjacent residences at 901 Whispering Pines Drive and 699 Whispering Pines Drive. Given the downslope of these lots, the proposed pool retaining wall is too close to allow reasonable privacy. Furthermore, the proportions and mass of the wall are excessive given slopes and proximity of the adjacent residences. Therefore, the following mitigation measures have been prepared:

- A. Provide Access to Sunlight: To ensure that the adjacent residences at 695 Whispering Pines Drive and 901 Whispering Pines Drive have adequate access to sunlight, Measure #3 requires the pool retaining wall to provide a minimum setback of 20 feet from the adjacent properties at 699 Whispering Pines Drive and 901 Whispering Pines Drive and to reduce the height to 5 feet or less, unless recommended by a registered engineer that a greater height is structurally safer than 5 feet.
- B. Reduce Pool Deck Size: To ensure that the siting, massing, and proportion of the pool retaining wall and deck expansion are in appropriate scale to the subject property and adjacent residences, Mitigation Measure #2 requires the pool deck expansion to not exceed a total width of 12 feet depth measured from the inside edge of the pool along the north, west, and south sides of the pool. The pool retaining wall may be redesigned to provide two shorter walls that meet geotechnical recommendations.

4. Recommended Changes to all Walls: There are three issues that affect both the debris flow wall and the pool retaining wall.

- A. Prepare Drainage Plan: For the debris flow wall, surface water drainage has not been fully addressed. The current design shows a 4-inch perforated pipe with holes facing downward and a slope to drain, but the disposition of runoff is not shown (see *Sheet SP, revised Oct. 9, 2008*).

For the pool retaining walls, surface water runoff will be directed to the property owner's adjacent property at 901 Whispering Pines Drive. On Sheet 1 of 1 of the Erosion Control Plan, deck drains behind the retaining walls will collect surface water and direct it to the bottom of the retaining walls and across energy dissipaters located on the adjacent property at 901 Whispering Pines Drive. However, the Erosion Control Plan does not show how the surface water will be directed to the established storm drainage system on Whispering Pines Drive. Because Mitigation Measures #2 requires a reduction of the pool deck expansion, the submitted drainage shown is not applicable.

Per the applicant's geotechnical engineer, drainage should be collected in a safe manner and is essential to the performance of the slopes below the project site (see *Attachment 15 of MND06-002 previously distributed*). Therefore, Mitigation Measure #10 requires the applicant to submit an engineered drainage plan that is prepared in consultation with the project geotechnical engineers at the building permit stage.

- B. Minimize Disruption to Scenic Vista: The Ethrington Site is designated as a scenic vista of a prominent ridge. Part of the debris flow wall, and possibly part of the pool retaining wall, will be visible from street views when traveling south/east bound on Mt. Hermon Road between McDonalds and Taco Bell restaurants.

Given the visual prominence of the Ethrington Site and the exposure of its west face, the wall designs and finishes should blend with the hillsides to minimize the visual impact of the walls. Mitigation Measure #1 requires the debris flow wall to have a brown color, subject to review and approval of the Community Development Director. The exterior finish of the wall shall not be painted stucco to avoid intensive and regular maintenance.

- C. Control Erosion: The project geotechnical engineer, Dees & Associates, has recommended that an erosion control specialist prepare an erosion control plan. For the debris flow wall, Robert DeWitt and Associates, has prepared an erosion control plan (see Sheet P3 of 3 revised 8/3/07). For the pool retaining walls, James McKenna, certified professional erosion and sediment control specialist, has prepared an erosion control plan (see Sheet 1 of 1 dated 5/10/06). Mitigation Measure #8 requires the applicant to prevent erosion from occurring during or after project construction. Winter grading shall be prohibited and the developer shall have a qualified professional provide an erosion control plan for review and approval before grading/building permit issuance.

5. **Consistency with the City's General Plan:** The proposed project was analyzed for consistency with the City's General Plan. Pertinent policies are included in the Safety Element (geotechnical stability), the Land Use Element (grading on slopes over 40%), and the Open Space Element (visual impacts), which are discussed below:

- A. **Safety Element:** This chapter recognizes hazard reduction as a goal (Hazard Reduction Section, p. Safety -8 & -9). The General Plan identifies alternatives for reducing landslide damage potential as restricting development on or near identified landslide deposits, or permanently stabilizing slide masses. In the past, landslides have occurred on both the north and south flanks of Blueberry Hill. The project is consistent with the safety goals of the General Plan in that the debris flow wall will reduce impacts from potential sloughing from the hillside.
- B. **Land Use Element:** This chapter prohibits grading on slopes greater than forty percent (Policy LA-21). To build the debris flow wall, project construction will involve grading on steep slopes over 40%, which is usually prohibited. However, it is the City's policy to allow such grading when the purpose is solely to install protective infrastructure to protect existing property improvements, which is subject to adequate engineering and City review and approval. The project is consistent with the land use goals of the General Plan in that the debris flow wall is protective infrastructure intended to protect existing residences.
- C. **Open Space & Conservation Element:** This chapter requires that new development be integrated into the natural setting to protect ridge lines and visual resources (Policies OSP-374 and OSP-385). The project walls will be located at the western base of the prominent ridge of the Ethrington Site, which will preserve the ridge. As mitigated, the design of the debris flow wall and pool retaining walls will be consistent with the open space goals integrate with the hillside.

The table below shows the existing land uses surrounding the site and a summary how the project will be compatible with adjacent land uses.

Direction	Existing Uses	Address	Summary of Land Use Compatibility
North	Single-family house	699 WP Drive	Incompatible. To reduce massing of 10-foot high pool retaining wall, Mitigation Measures #2 and #3 require a minimum 20 feet setback from property lines and a shorter height of 5 feet maximum, or allows two shorter walls.
	Single-family house	695 WP Drive	Compatible. Debris wall located 70 feet to house, and not visible given topography.

Direction	Existing Uses	Address	Summary of Land Use Compatibility
South	Single-family house	925 WP Drive	Compatible. Debris wall located 110 feet to house and mostly not visible given topography.
East	Single-family house	110 Blueberry Dr.	Compatible. Debris wall located 100+ and 300+ feet to property lines, respectively, and not visible given topography.
	Vacant lot	112 Blueberry Dr.	
West	Single-family house	901 WP Drive	Incompatible. To reduce massing of 10-foot high pool retaining wall, Mitigation Measures #2 and #3 require a minimum 20 feet setback from property lines and a shorter height of 5 feet maximum, or allows two shorter walls.

6. **Consistency with the Zoning Ordinance:** The property is zoned R-1-10 for single-family residential uses. The project will be consistent with the Zoning Ordinance in that detached accessory structures are allowed in R-1-10 zoning district.
7. **Code Enforcement Issues of Pool Fencing and Stagnant Water:** Since 2004, staff has been working intermittently on a code enforcement issue of a lack of safety fencing around the existing swimming pool. Temporary construction fencing has been placed around the pool, but it is not maintained in an upright condition.

For safety reasons, the Scotts Valley Municipal Code (SVMC) requires property owners of pools to maintain a fence, wall, or structure at least five feet in height around the pool (SVMC Section 17.46.080A). A project-specific condition of approval requires the property owner to install permanent pool fence before a final building permit inspection of the debris flow wall. The fence must comply with the requirements of the CA Uniform Building Code Section 421.

Additionally, rainwater water has collected in the unfilled pool resulting in stagnant water. To remove a potential bug breeding ground, staff regularly requests the property owner to drain the pool over an established landscaped area on his property leading to Whispering Pines Drive. A project-specific condition of approval requires the property owner to keep the pool drained at all times over landscaped areas (not over the driveway) unless the pool is in use.

REQUIRED FINDINGS

Based on staff's analysis and recommended Mitigation Measures in Exhibit A and Conditions of Approval in Exhibit B, staff believes that the required findings can be made as listed in the attached Resolution (*see pages 11-17; Resolution with findings*).

ATTACHMENTS**PAGE NO.**

Resolution to approve MND06-002, V05-002, and DR05-022 (Action Item)	11
Exhibit A - Mitigation Measures and MMRP	18
Exhibit B - Conditions of Approval	24
1. Aerial Photo Location Map	30
2. Letter from Mr. Clarke, dated March 19, 2006	31
3. Letter from Mr. Clarke, dated March 25, 2006	32
4. Project Plans	* Attached

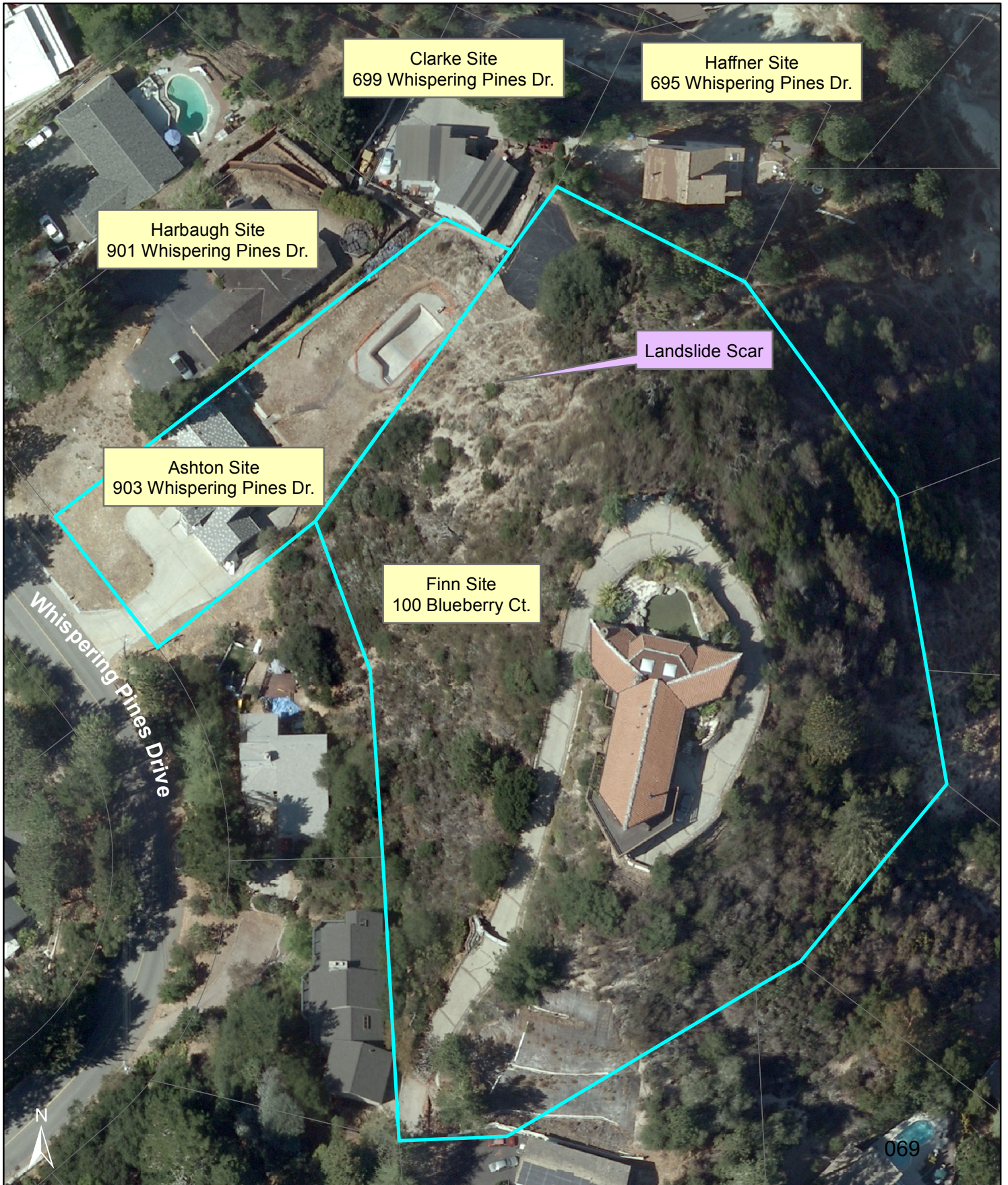
* *Please note that the project plans are only provided in the Planning Commission packets. However, the project plans and file are available for public review in the Planning Department at City Hall Monday-Thursday 8:00AM-12:00PM, or by appointment by calling (831) 440-5630.*

LOCATION MAP

Subject Properties of Proposed Debris Flow Wall (boundaries highlighted in blue)

903 Whispering Pines Dr. (Ashton Site) / APN 021-091-01

100 Blueberry Court (Finn Site) / APN 021-291-27



City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: December 16, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of Amendments to Agreements Regarding the Santa Cruz County Library System**

SUMMARY OF ISSUE

The City of Scotts Valley is a member in the Santa Cruz County Library System pursuant to a Joint Powers Agreement (JPA) for library services, a Library Financing Authority for the funding of the library services, and the newly created Library Facilities Financing Authority for the potential issuance of bonds for capital improvements to the library system buildings. The JPA for library services expires in June 2017. All three of the agreements need to be amended. Those amendments are attached for your consideration and approval.

Library Joint Powers Agreement:

Staff from the jurisdictions joined a subcommittee of members from the Library Board to develop a new LJPA draft agreement to succeed the current agreement. The current LJPA agreement provides for a nine-member board comprised of two City of Santa Cruz Council Members, two County of Santa Cruz Supervisors, one City of Capitola Council Member, one City of Scotts Valley Council Member, and three electors of the library service area who represent the geographic diversity of the area. The Library Director and Library staff are employees of the City of Santa Cruz. The cost of their salary and benefits are charged to the LJPA. The City of Santa Cruz also provides administrative services, including legal, human resources, and financial services for a 5.5% administrative charge.

The new amendment proposes the following:

Term: The term would be approximately 10 years, effective upon execution by all parties and terminating December 31, 2025. Any party may withdraw with one year written notice by July 1.

Library Joint Powers Governing Board: The County Administrative Services Officer and the three City Managers, or their designees, will comprise the Library Joint Powers Governing Board (Governing Board). The Governing Board will be responsible for hiring and supervising the Library Director, overseeing budget and fiscal management, and adopting service levels. The agreement requires the unanimous approval of the Governing Board for adopting the budget, service levels, major financial transactions, and hiring the Library Director.

Library Advisory Commission: A seven-member board comprised of registered voters with three from the County (Districts 1, 2, and 5), two from the City of Santa Cruz, one from the City of Capitola, and one from the City of Scotts Valley. The Commission will serve as the voice of the community and provide recommendations to the Governing Board and Library Director.

Staff: The Library Director will be hired by the Governing Board pursuant to the terms of an employment agreement. Once the LJPA agreement is in place, the new Library Governing Board will start the recruitment process for a new Library Director. Initially the City of Santa Cruz will provide the staffing services they currently provide, but the Governing Board will likely discuss the options of the service employees staying with the City of Santa Cruz or transition them to LJPA employees.

Service Levels: The Governing Board will determine all policies relating to library services, including hours, organization, staffing levels, and other services. The ultimate goal is to maintain a 10-branch system that strives to provide equitable service based on agreed upon metrics.

Library Financing Authority

There are two funding sources for the LJPA, a countywide quarter-cent sales tax and maintenance of effort (MOE) contributions from the Cities (including Watsonville) and County. Scotts Valley's MOE contribution comes from a percentage of the property tax revenue from the Scotts Valley Successor Redevelopment Agency and goes into a County Library Fund and then to the LJPA. The MOE contributions from the County and Capitola are also a percentage of property taxes and come through the County Library Fund as well. The sales tax is allocated to the LJPA with a portion going to the City of Watsonville which operates a stand-alone library.

When the MOE contributions were established approximately 20 years ago with the formation of the LFA, the City of Santa Cruz MOE was fixed because it was already spending more on library services than what was coming through the County Library Fund. By freezing the MOE amount from Santa Cruz, this allowed the MOE contributions from the County Library Fund to catch up, which they have.

The proposed new provisions of the LFA are as follows:

Term: The term would be approximately 5 and a half years, effective upon execution by all parties and terminating June 30, 2021. The withdrawal provision is the same as the LJPA agreement.

County Library Fund: The MOE contribution from the County Library Fund will be fixed at approximately \$5 million. The excess funds coming into the County Library Fund will be programmed by the Board of Supervisors in close consultation with the Cities of Capitola and Scotts Valley and the Library Director for improvements at the Library system branches.

City of Santa Cruz: Starting July 1, 2016, Santa Cruz will increase their MOE by \$70,000 each year during the term. The Santa Cruz City Council will also allocate an additional \$30,000 each year for improvements at Santa Cruz City branches in consultation with the Library Director.

City of Watsonville: The City of Watsonville would receive a declining distribution from the LJPA. Watsonville's MOE has been a fixed amount, just as the City of Santa Cruz. Their distributions, however, for their stand-alone library have increased over time such that they are receiving a disproportionate share of the LJPA funds. Declining this distribution over time will bring them to their proportionate level.

MOE Adjustment: Under the agreement if there is a decline in Library sales tax for three consecutive quarters, this would trigger a review of the MOE contributions and a process for coming up with recommendations to minimize the impact on the Library System.

Library Facilities Financing Authority

As you know, the Santa Cruz Public Libraries Facilities Financing Authority (LFFA) 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 LFFA is to finance the acquisition, construction and improvement of public library facilities by issuing bonds through the formation of a community facilities district under the Mello-Roos Community Facilities Act of 1982. For the initial agreement, \$1 of bond proceeds was assigned to each of the branches as a placeholder.

At your August 19, 2015, meeting Council discussed the funding of improvements to the Scotts Valley Branch Library with proceeds from a potential bond measure. Direction was given to staff from Council to have \$5,000,000 from the proceeds go to Scotts Valley.

Gene Bregman conducted a survey in Santa Cruz County regarding a potential library bond measure. Although the results were less than the two-thirds required to pass for a \$62 million bond measure, the Library Joint Powers Authority board felt that it was necessary to put this amount to the voters as anything less would not be enough for the needed improvements. A breakdown being considered by all of the jurisdictions for this amount is as follows:

Main Branch	\$24,000,000	Aptos	\$10,000,000
Branciforte	500,000	Felton	10,000,000
Garfield Park	500,000	Live Oak	5,000,000
Capitola	8,000,000	Boulder Creek	500,000
Scotts Valley	3,000,000	La Selva Beach	500,000

Per the Library Facilities Master Plan (Plan), Scotts Valley had \$1,007,000 of improvements to be made. This would leave approximately \$2 million for other library improvements. Live Oak's improvements in the Plan totaled \$1,682,000. This will leave \$3,318,000 for other improvements in Live Oak.

FISCAL IMPACT

There is no change in funding from Scotts Valley for library operations. The City's contribution comes from the Scotts Valley Successor Redevelopment Agency. If the bond measure is successful, Scotts Valley would receive \$3 million for library improvements.

STAFF RECOMMENDATION

That Council consider the attached three agreements for the library system, and, if approved, authorize the City Manager to execute the agreements.

TABLE OF CONTENTS

PAGE

Fourth Amendment to the Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley Relating to Library Services.....	5
Second Amendment to the Joint Exercise of Powers Agreement Establishing the Santa Cruz County Library Financing Authority.....	22
First Amendment to the Joint Exercise of Powers Agreement Establishing the 'Santa Cruz Libraries Facilities Financing Authority.....	40

**FOURTH AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ
AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY,
RELATING TO LIBRARY SERVICES**

This Fourth Amendment to the Joint Powers Agreement is entered into on the date by which it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Capitola ("Capitola"), and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

Whereas, the Parties executed a Joint Powers Agreement relating to library services with an effective date of June 24, 1996 ("the 1996 Agreement"); and

Whereas, the 1996 Agreement was amended for the first time in or about June 1998, amended for the second time in or about November 1999, and amended for the last time in or about June 2007; and

Whereas, the Parties have determined that it would be to their mutual advantage, and in the best interest of their respective citizens, to continue to join together to provide library services under a single comprehensive Santa Cruz City/County Library System ("Library System"); and

Whereas, the Parties desire to modify the terms and conditions under which the Library System is operated and it is intended that this Agreement shall supersede and replace the 1996 Agreement, including all amendments thereto; and

Whereas, in 2008 the County Board of Supervisors and more than two-thirds of voters approved a permanent extension of the ¼ cent sales tax for public library funding purposes; and

Whereas, the County Library Fund is under the jurisdiction of the County and collects property tax funds from the unincorporated areas of the County as well as the cities of Capitola and Scotts Valley, for the provision of library services to the residents in those areas; and

Whereas, the County and the cities of Capitola and Scotts Valley have authority to provide library services within their jurisdictions; and

Whereas, all Parties agree it would be desirable to include all the cities within the County Library Fund in the governance of the Library System; and

Whereas, pursuant to the Joint Exercise of Powers Act (the "Act") set forth in Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.), the Parties may contract for the exercise jointly of any power common to all;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties to this Agreement agree as follows:

1. Definitions

Unless the context otherwise requires, the terms defined in this section have the meanings herein specified.

“1996 Agreement” means the original Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the cities of Capitola and Scotts Valley, Relating to Library Services, with an effective date of June 24, 1996.

“Act” means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 of said Code.

“Agreement” means this Fourth Amendment to the 1996 Agreement, as it may be amended from time to time.

“Branch” or “Branches” means a facility where library services are delivered.

“Cities” means, collectively, the Cities of Santa Cruz, Capitola and Scotts Valley.

“Commission” means the Library Advisory Commission established in Section 5 (B).

“Commissioner” means an individual member of the Library Advisory Commission, as set forth in Section 5 (B).

“Commissioners” means, collectively, all the members of the Library Advisory Commission, as set forth in Section 5 (B).

“County” means the County of Santa Cruz.

“Director” means an individual member of the Governing Board, as set forth in Section 5 (A).

“Directors” means, collectively, all the members of the Governing Board, as set forth in Section 5 (A).

“Governing Board” means the Library Joint Powers Board established in Section 5 (A).

“Jurisdiction” or “Jurisdictions” means the County, Cities or any combination thereof.

“Library System” means the Santa Cruz City/County Library System.

“Party” means an individual party to the Agreement.

“Parties” means, collectively, all the parties to the Agreement, being the Cities and the County.

“Proposed Budget” means the proposed operating and capital budget for the Library System.

“Services Authority” means the Joint Powers Authority created by the 1996 Agreement, and continued by this Agreement, to provide library services.

2. Purpose of Agreement and Parties

The Parties to this Agreement, with the approval of their respective legislative bodies, hereby join together for the purpose of providing extended library services within their communities by the Services Authority to exercise the powers described herein.

3. Powers and Duties

A. Powers of Services Authority.

The Services Authority shall have all powers which a joint powers authority may exercise under the Joint Powers Act (including powers which are common to the Parties in accordance with Section 6502 of the Joint Powers Act), and all powers granted to it as a public agency under the laws of the State of California (including but not limited to the powers set forth in Chapter 12, Division 6, Title 1 of the California Government Code, commencing with Section 5920 of said Code), solely for the purpose of carrying out the purposes for which the Services Authority has been established. The Services Authority is hereby authorized, in its own name, to do all acts necessary to accomplish the following purposes:

- (1) To exercise jointly the common powers of its Parties to provide public library services.
- (2) With the approval of each Party, to participate in financing or refinancing library facilities or services in accordance with State law.
- (3) To make and enter into contracts necessary to the full exercise of its powers.
- (4) To employ agents and employees including attorneys and other professionals.
- (5) To contract for the services of attorneys, administrative support, planners, financial consultants, and other persons as it deems necessary.
- (6) To manage, maintain, operate, lease and use any library facilities.
- (7) To acquire, hold, lease, receive by grant, gift, devise or bequest and dispose of property, equipment and supplies.
- (8) To incur debts, liabilities or obligations subject to limitations herein set forth.
- (9) With the approval of each Party, to levy and collect taxes or assessments and issue debt as may be statutorily authorized.
- (10) With the approval of each Party, to levy and collect special capital assessments as may be statutorily authorized.
- (11) To sue and be sued in its own name.
- (12) To adopt, modify and collect fees and fines.

- (13) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid necessary for the Services Authority's full exercise of its powers from any agency of the United States of America, the State of California, or any other public or private entity.
- (14) To accept and receive gifts, contributions, donations and bequests of property, funds, services and other forms of assistance as necessary for the Services Authority's full exercise of its powers.
- (15) To administer, to the fullest extent not prohibited by law, any trust declared or created for the Services Authority.
- (16) To receive by grant, gift, devise or bequest and hold in trust or otherwise, property situated in this State or elsewhere and, where not otherwise provided, dispose of the property for the benefit of the Services Authority.
- (17) To perform all acts necessary and properly to carry out fully the purpose of this Agreement and not inconsistent with any other provision of law.
- (18) To join a Joint Powers Authority to pool library services, financing, risk and/or liabilities with other public entities.

B. Limitation on Imposition of Taxes or Assessments.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to impose taxes or assessments within any Party's jurisdiction unless the Party's legislative body first passes a resolution consenting to the tax or assessment.

C. Limitation on Issuance of Debt.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to issue debt unless the legislative body of each Party first passes a resolution consenting to the issuance of the debt.

D. Additional Powers to be Exercised.

In addition to those powers common to each of the Parties, the Services Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

E. Restrictions on Exercise of Powers.

The powers of the Services Authority shall be exercised in the manner provided in the Act and as needed to implement the purposes of this Agreement. Only those powers explicitly authorized pursuant to this Agreement may be exercised under this Agreement.

F. Obligations of Services Authority.

Any obligations of the Services Authority shall not be obligations of the Parties.

4. Term

A. Effective Date.

This Agreement shall commence upon the execution of this Agreement by the parties hereto, and shall be operative upon receipt by the Services Authority of funds from the Santa Cruz County Library Financing Authority. The Agreement shall continue and remain in effect through December 31, 2025.

B. Termination/Withdrawal.

An individual Party may withdraw from this Agreement by the giving of one year written notice no later than July 1 of any given year of its intent to withdraw from the Services Authority effective on July 1 of the next year. Upon withdrawal, such Party shall take on the obligation to provide all library services within its jurisdiction. Withdrawal by the County or the City of Santa Cruz shall terminate the Agreement.

C. Effect of Termination/Withdrawal.

Each Party shall, upon termination or withdrawal, remain liable for the branches within its jurisdiction and its share of any outstanding debt service based on the percentage of the proceeds from the debt which was allocated to each jurisdiction. Taxes or assessments that have been imposed within any Party's jurisdiction will continue and be paid to that Party. In addition, each Party shall remain liable for its proportionate share of legal fees and costs, including payment of open claims made after the termination of the Agreement based upon incidents which occurred when the Agreement was in effect. Each Party's proportionate share of legal fees and costs will be based on the then current population ratios of the Parties.

5. Board and Commission

A. Governing Board.

There is hereby created the Library Joint Powers Board, which shall be responsible for administering this Agreement and overseeing the day-to-day operations of the Library System. The Governing Board shall consist of the following Directors:

- (1) The County Administrative Officer, or his/her designee, from the County of Santa Cruz.
- (2) The City Manager, or his/her designee, from the City of Santa Cruz.
- (3) The City Manager, or his/her designee, from the City of Capitola.
- (4) The City Manager, or his/her designee, from the City of Scotts Valley.

Actions of the Governing Board shall be effective upon approval of three Directors with the exception of the following actions which require the unanimous approval of all four Directors:

- (1) Financial transactions as set forth in Section 3 (A) (8), Section 3 (A) (9) and Section 3 (A) (10).
- (2) Appointment of the Director of Libraries as set forth in Section 6 (A).

- (3) Contracts with Parties for library personnel as set forth in Section 6 (B).
- (4) Contracts for support and financial services as set forth in Section 7 and Section 10 (C).
- (5) Approval of the Final Budget as set forth in Section 8.
- (6) Changes in Board adopted service levels as set forth in Section 9.

The Governing Board shall select a chairperson and a vice-chairperson in January of each year, and shall meet quarterly or more frequently as determined by the Governing Board.

A quorum of the Governing Board shall consist of three Directors, or their designee, and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Governing Board may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Governing Board shall be governed by the requirements of the Ralph M. Brown Act.

A Director shall cease to participate in the Governing Board if she/he ceases to be an employee in the designated capacity of the Party she/he represents, or if the entity ceases to be a Party to this Agreement.

B. Library Advisory Commission.

The Governing Board shall be advised by a Library Advisory Commission. The Commission shall consist of the following Commissioners who must be registered voters:

- (1) Three residents of unincorporated Santa Cruz County appointed by and serving at the pleasure of the County Board of Supervisors, with one each from Supervisorial Districts 1, 2 and 5.
- (2) Two Santa Cruz city residents appointed by and serving at the pleasure of the Santa Cruz City Council.
- (3) One Capitola resident appointed by and serving at the pleasure of the Capitola City Council.
- (4) One Scotts Valley resident appointed by and serving at the pleasure of the Scotts Valley City Council.

Commissioners should reflect the diverse interests of the Library System including a wide cross-section of ages, ethnicities and backgrounds as well as representation in the areas of technology, education and business, or other areas identified by the Governing Board. Elected members of each jurisdiction are not eligible for appointment to the Commission.

Each Commissioner shall serve a four-year term, except that the terms of the initial Commissioners shall be staggered to end at 36 months and 48 months, respectively, so as to ensure continuity among the Commissioners. The initial Commissioners shall draw lots to establish the lengths of their respective terms. Each Commissioner shall be limited to two terms. Commissioners replacing a Commissioner mid-term shall be limited to serving one additional term after completion of the remainder of the original term.

The Commission is advisory only and is intended to be a voice of the community to provide advice and feedback to the Governing Board and the Director of Libraries. The Commission will review programs and services and make necessary recommendations as they pertain to the provision of these programs and services. The Commission will prepare an annual report for consideration by the Governing Board.

The Commission shall select a chairperson and a vice-chairperson in January of each year, and shall meet at least quarterly to develop recommendations to the Governing Board on Library System hours, organization and services.

A quorum of the Commission shall consist of a majority of Commissioners and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Commission may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Commission shall be governed by the requirements of the Ralph M. Brown Act.

6. Employees

A. Director of Libraries.

The Director of Libraries shall be hired by the Services Authority and serve pursuant to the terms of an employment contract. The unanimous approval of the Directors of the Governing Board is required to hire the Director of Libraries. The contract between the Director of Libraries and the Services Authority shall outline details of compensation and benefits. The contract may be administered by a Party under contract with the Services Authority.

The Director of Libraries shall be responsible for the efficient administration and supervision of the Library System. The Director of Libraries shall serve as staff to the Governing Board and Commission, and shall cooperate to assist the Directors and Commissioners in performing their responsibilities. The Director of Libraries shall cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

The Governing Board shall be responsible for the day to day supervision of the Director of Libraries. The performance of the Director of Libraries shall be appraised annually by the Governing Board, which shall solicit written comments from each Director and Commissioner.

The Director of Libraries shall upon request make presentations to the Board of Supervisors and City Councils of each jurisdiction to present matters relative to the Library System. In addition, upon request of a Party, the Director of Libraries shall make written and oral reports to the elected body of each Party on the status of public library services.

In addition to the other powers and duties specified in this Agreement, the Director of Libraries shall have the power:

- (1) Under the policy direction of the Governing Board, to plan, organize and direct all Services Authority activities.
- (2) To develop a proposed operating and capital budget.

- (3) To authorize expenditures within the amounts authorized by the Governing Board and subject to the appropriations and limitations of the approved budget.
- (4) To make recommendations to and requests of the Governing Board concerning all matters that are to be performed, done or carried out by the Governing Board.
- (5) To make recommendations to and requests of the Commission concerning all matters that are to be performed, done or carried out by the Commission.
- (6) To have charge of, handle or have access to any property of the Services Authority.
- (7) To apply and negotiate for and administer grants and subventions from the State or federal governments or other funding sources. All applications requiring matching or contributory funds must be approved by the Governing Board.
- (8) To determine what books and other library materials and equipment shall be purchased, as provided by California Education Code Section 19146, subject to budgetary limitations.
- (9) To serve as the purchasing agent for the Services Authority.
- (10) To hire, supervise, discipline and dismiss as necessary any employees of the Services Authority.
- (11) To work cooperatively with the applicable Parties to hire, supervise, discipline and dismiss as necessary any employees of the Parties contracted to provide staff to the Library System in accordance with the rules and regulations of the contracting Parties.

B. Other Library Staff

The Services Authority may directly employ library personnel or contract with one or more of the Parties to meet the staffing requirements of the Library System. Any contract with a Party or Parties for library staffing shall require the unanimous approval of the Directors of the Governing Board. In the event that the Services Authority begins employing library personnel upon termination of any contract with a Party or Parties previously providing library staffing, the Services Authority will be recognized as a Successor Employer to the Party or Parties in accordance with the National Labor Relations Board (NLRB) successor doctrine.

7. Support Services

The Services Authority may obtain support services including legal counsel, accounting, purchasing, treasury, human resources, payroll and other services from the Parties or private entities at cost by the most cost effective and service efficient method available, as determined by the Governing Board. Any such arrangement shall require a written agreement as to the terms and shall require review annually unless a longer term is agreed to by the unanimous approval of the Directors of the Governing Board.

8. Annual Budget Process

Each year, the Services Authority shall adopt an annual budget no later than June 30 for the upcoming July 1 to June 30 fiscal year that delineates the planned revenues and expenditures of the Library System.

A. Consideration of Library Service and Budget Priorities.

The annual budget process for the Library System shall commence no later than March 31 for each year with a Governing Board meeting for the purpose of considering the service and budget priorities for the upcoming fiscal year.

B. Development of Proposed Library Budget.

The Director of Libraries shall prepare the proposed operating and capital budget for the upcoming fiscal year.

C. Public Hearing on Proposed Budget.

The Services Authority shall hold a public hearing on the Proposed Budget which shall be held no later than May 31. Copies of the Proposed Budget shall be available for public inspection at least ten days prior to the public hearing.

At the conclusion of the public hearing, the Governing Board shall request such supplemental reports as it deems appropriate and schedule final action on the Proposed Budget for a public meeting to be held no later than June 30.

D. Approval of Final Budget.

Notwithstanding any other provision of this Agreement, the unanimous approval of the Directors of the Governing Board shall be required to approve and adopt the Final Library Budget for the upcoming fiscal year. If the Governing Board has not reached agreement by July 1 of the new fiscal year, the previous year's Final Budget will remain in effect until a new budget is approved. However, if the Governing Board has not reached agreement and revenues decline, then the previous year's Final Budget will be in effect with proportionate cuts based on Board adopted service levels.

9. Library Policies

All policies relating to the provision of library services, including hours, organization, staffing levels and type, and other services, shall be determined by the Governing Board with a goal of maintaining a ten (10) branch system, in addition to the bookmobile, virtual services or other service delivery methods as deemed appropriate, that strives to provide equitable service based upon agreed upon metrics. Current policies with respect to the library shall continue in full force and effect until changed by the Governing Board.

10. Finances

A. Revenues.

The library services provided through this Agreement shall be funded through funds made available to the Services Authority by the Santa Cruz County Library Financing Authority. The Parties agree that any resident of Santa Cruz County, regardless of residence location, shall have free access to the library facilities, materials and services of the Library System.

B. Supplemental Revenues.

Each participating City and the County may supplement revenues to provide for enhanced services at individual library facilities.

C. Treasurer-Controller.

Pursuant to Section 6505.5 and 6505.6 of the Joint Powers Act, the Governing Board will select and contract with an individual (hereinafter "the Treasurer-Controller") to perform the functions of the treasurer and the functions of the auditor of the Services Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Act, the Treasurer-Controller shall have custody of, handle and have access to all accounts, funds and money of the Services Authority from whatever source and all records of the Services Authority relating thereto.

The Treasurer-Controller of the Services Authority is hereby designated as the public officer or person who has charge of, handles, or has access to any property of the Services Authority. The Treasurer-Controller shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Joint Powers Act; provided, that such bond shall not be required if the Services Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). So long as required by Section 6505 and Section 6505.5 of the Joint Powers Act, every year during the term of this Agreement the Treasurer-Controller of the Services Authority shall prepare or cause to be prepared an independent audit to be made by a certified public accountant, or a public accountant, as required under Sections 6505, 6505.5, and 6505.6 of the Joint Powers Act.

11. Mutual Indemnification and Insurance

A. Mutual Defense and Indemnification of Parties and Employees.

Except as otherwise specified in this Section, each Party and the Services Authority, respectively, shall defend, indemnify, and hold harmless one another against any and all claims, actions, losses, liability or expense (including attorney's fees) arising out of, or based upon, the acts or omissions of the Services Authority or any Party in executing the powers of the Services Authority. Notwithstanding the foregoing, to the full extent permitted by law, the Services Authority shall defend, indemnify and hold harmless any Party, including but not limited to a party whose employees serve as staff to the Library System, and any person who is or was a Director of the Governing Board, or an officer, employee or other agent of the Services Authority or a Party, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any legal proceeding related to the work of the Services Authority, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Services Authority may, but is not required to, provide for indemnification and defense of a Director of the Governing Board, or an officer, employee or other agent of the Services Authority to the extent permitted by law.

B. Liability Insurance.

The Services Authority shall purchase a General Liability Insurance policy with coverage in the minimum amount of \$2,500,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. The named insured shall be the Services Authority and, accordingly, the Services Authority shall have responsibility for exercising all rights conferred by the insurance policy upon the insured.

C. Casualty Insurance.

Each Party shall insure the Library System buildings situated within their respective jurisdictions against casualty losses. The cost for insuring such buildings shall be considered direct costs, and shall be borne by the Party within whose jurisdiction the building is located, provided, however, that the cost of insurance coverage on the Downtown Branch building shall be shared as a system-wide cost.

D. Uninsured Claims

Any uninsured costs of providing liability defense, including payments for legal fees and costs and including payment of adjusted and settled claims and judgments must be approved by the Parties. Where it is necessary to employ special legal counsel given the nature of the claim, the Services Authority shall select said special legal counsel. Legal counsel shall report to the Services Authority with respect to said claims in recognition of the Services Authority's status as defendant and client. Legal counsel shall therefore enjoy an attorney-client privilege with the Services Authority and the Services Authority shall have the authority to make all decisions for which a client is customarily responsible in an attorney-client relationship, including final decisions with respect to the adjustment and settlement of uninsured claims and the rejection of settlement offers.

E. Closed Sessions

All information received by the Governing Board in a closed session related to the information presented to the Governing Board shall remain confidential. In accordance with California Government Code Section 54956.96, however, a Director may disclose information obtained in a closed session that has direct financial or liability implications for a Party to the following individuals:

- (1) Legal counsel to that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party; and
- (2) Other members of the legislative body of that Party present in a closed session of that Party.

12. Distribution of Assets upon Termination/Withdrawal

A. Services Authority Assets.

The Services Authority's assets shall be distributed to the Parties upon the termination of this Agreement or withdrawal by a Party as herein provided. Within one hundred and twenty days (120) after notice of termination of this Agreement, or withdrawal

from this Agreement, the Parties shall agree on a method of inventory and valuation of all assets of the Library System to be apportioned to the Parties, and shall cause the completion of such inventory and valuation within six (6) months after notice of termination or withdrawal. The costs of such inventory and valuation shall be a Library System cost under this Agreement. In determining specific assets to be distributed to the Parties, the Parties agree that every effort shall be made to first distribute to each Party those assets then located within that Party's jurisdiction, and ensure the assets are evenly divided based on the then current population ratios of the Parties. The remaining assets shall then be apportioned and distributed as deemed most convenient to the Parties. The Services Authority shall freely share its catalogue and other information regarding library materials with all Parties.

B. Special Collections.

It is understood and agreed that the apportionment and allocation of assets pursuant to this paragraph shall not result in the separation or breaking up of the Downtown Branch reference collection, periodical backfiles, local history collection, or Californiana collection. All of these collections and materials shall remain the property of the City of Santa Cruz. Further, the Parties (or, if necessary, the arbitrator referenced in Section 14) shall honor all special conditions and agreements imposed by donors of special collections to the Library System.

13. Construction of Library Facilities

Whenever a Party remodels, renovates or constructs a facility to be operated by the Services Authority, the Director of Libraries shall advise the Party in all matters regarding the site, design and construction of the facility. The Party and the architects retained by the Party shall consult with the Director of Libraries or his/her designee as often as the latter deems necessary to the proper exercise of his/her responsibilities. The Party shall obtain advance written approval from the Director of Libraries of all plans and specifications, including furnishings, for the inside of the facility.

The Party which selects or approves the architect and oversees the construction of a branch library shall be financially responsible for any and all construction defects and shall have an obligation to correct the defects within a reasonable period following the discovery of the defect.

14. Arbitration

The Parties agree to submit to arbitration in accordance with this paragraph any impasse or other inability to agree upon any of the following matters:

- (A) Division and distribution of assets pursuant to Section 12 of this Agreement;
- (B) Any other matters which the Parties mutually agree to submit to arbitration.

Upon request in writing by any Party that any of the above-listed matters be submitted to arbitration, the Governing Board shall meet to attempt to resolve the dispute and to agree upon an arbitrator if the dispute is not otherwise resolved. In the event the dispute is not resolved and no agreement is reached on the selection of an arbitrator within thirty days of the request for arbitration, then the Parties shall request the Presiding Judge

of the Superior Court of Santa Cruz County appoint an independent arbitrator. Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

Except as provided in this Agreement, any arbitration arising hereunder shall be conducted in accordance with the California Arbitration Act (Section 1280, et seq., of the California Code of Civil Procedure.)

15. Amendments

This Agreement may only be amended with the unanimous consent of the Parties. Any Party proposing to amend this Agreement shall give notice of its intent to propose an amendment at any meeting of the Governing Board at least 60 days prior to the date upon which the proposed amendment, if adopted by the Governing Board, would take effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

COUNTY OF SANTA CRUZ

County Administrative Officer

Dated: _____, 2015

ATTESTED

Clerk of the Board

Approved as to Form:

County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SANTA CRUZ

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF CAPITOLA

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SCOTTS VALLEY

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

**SECOND AMENDMENT TO THE JOINT EXERCISE OF POWERS
AGREEMENT ESTABLISHING THE SANTA CRUZ COUNTY LIBRARY
FINANCING AUTHORITY**

This Second Amendment to the Joint Exercise Of Powers Agreement Establishing The Santa Cruz County Library Financing Authority is entered into on the date by which it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Watsonville ("Watsonville"), the City of Capitola ("Capitola") and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

WHEREAS, the County, Santa Cruz, Watsonville, Capitola and Scotts Valley may provide for the financing of library services and wish to form a joint powers authority under the Joint Exercise of Powers Law of the State of California, constituting Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, for the purpose of establishing a vehicle which will:

1. Ensure that library facilities and services will continue to be provided to the residents of each city and the County unincorporated area without regard to political or jurisdictional boundaries which now exist or may exist in the future;
2. Receive General and Special Purpose Funds budgeted by the cities and the County for library purposes, and any library funds which may become available for library purposes as the result of taxes or fees which are levied in each jurisdiction;
3. Provide for the equitable distribution of funds made available to qualified and participating libraries; and
4. Promote the efficient and effective operation of the libraries in the County and the maintenance of high quality library services.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the County and the cities of Santa Cruz, Watsonville, Capitola and Scotts Valley do hereby agree as follows:

Article I - General Provisions

Section 1.1 – Definitions. Unless the context otherwise requires, the terms defined in this section have the meanings herein specified.

"Act" means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 of said Code.

"Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Financing Authority.

"Allocated Taxes" include current secured property taxes, current unsecured property taxes, supplemental secured property taxes, supplemental unsecured property

taxes, State Homeowners Property Tax Relief and such funds as the County Library Fund may receive as a result of Redevelopment Pass Through Agreements. Allocated Taxes do not include payments which the County has received from the City of Capitola, as Successor Agency to the former Capitola Redevelopment Agency, in lieu of the construction of a branch library.

“Annual Net Amount of Allocated Taxes” means the Allocated Taxes received by the County Library Fund through the operation of State Law minus the County Library Fund’s share of the Property Tax Administration Fee, General County Overhead and other library costs allocated to the County Library Fund.

“Board” means the Board of Directors of the Financing Authority.

“Branch” or “Branches” means a facility where library services are delivered.

“Cities” means, collectively, the cities of Santa Cruz, Watsonville, Capitola and Scotts Valley.

“County” means the County of Santa Cruz.

“Director” means an individual member of the Board, as set forth in Section 1.4.

“Directors” means, collectively, all the members of the Board, as set forth in Section 1.4.

“Financing Authority” means the Santa Cruz County Library Financing Authority created by this Agreement.

“Governing Body” means the body that oversees and certifies a public library as a Qualified Public Library in accordance with Section 4.4 (A).

“Jurisdiction” or “Jurisdictions” means the County, Cities or any combination thereof.

“MOE” means the Maintenance of Effort amounts set forth in Sections 3.1 and 3.2.

“New City” is not an existing city in the County and means any new city with authority to provide library services.

“New ISD” means any new independent special district with authority to provide library services.

“Party” means an individual party to the Agreement.

“Parties” means, collectively, all the parties to the Agreement, being the Cities and the County.

“Qualified Public Library” means the Santa Cruz City/County Library System, the Watsonville Library, any New City or New ISD that meets the requirements set forth in Section 4.4 (B) or any Party to this Agreement with authority to operate an independent library system that makes the certifications set forth in Section 4.4 (A).

Section 1.2 – Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the County and the Cities. The purpose of this Agreement is to provide for the distribution of the various contributions and taxes; to ensure that library services shall remain available to all citizens of this County without regard to jurisdictional boundaries; to provide for the equitable financing of library services in Santa Cruz County; and to promote the efficient and effective provision of high quality library services throughout the County.

Section 1.3 – Creation of Financing Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Santa Cruz County Library Financing Authority." The Financing Authority shall be a public entity separate and apart from the County and the Cities and shall administer this Agreement.

Section 1.4 – Board of Directors. The Financing Authority shall be administered by a Board of Directors consisting of five Directors, unless and until such number is changed by amendment of this Agreement. The Board shall consist of the following:

(A) One member of the Board of Supervisors, appointed by and serving at the pleasure of the Board of Supervisors.

(B) One member of the Santa Cruz City Council, appointed by and serving at the pleasure of the Santa Cruz City Council.

(C) One member of the Watsonville City Council, appointed by and serving at the pleasure of the Watsonville City Council.

(D) One member of the Capitola City Council, appointed by and serving at the pleasure of the Capitola City Council.

(E) One member of the Scotts Valley City Council, appointed by and serving at the pleasure of the Scotts Valley City Council.

All voting power of the Financing Authority shall reside in the Board.

The appointing entity for each regular member it appoints may also appoint an alternate member to serve in the place of the regular member when the regular member is absent or disqualified from participating in a meeting of the Board. An alternate shall serve at the pleasure of the appointing entity's governing board.

Section 1.5 – Meetings of the Board.

(A) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least two regular meetings shall be held each year (usually in January and June) for the purpose of establishing preliminary and final distributions of funds for the upcoming fiscal year. The date, hour and place of the holding of regular meetings may be fixed by the Board and a copy of such action shall be filed with the County and the Cities.

(B) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(C) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et. seq.)

Section 1.6 – Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be filed in the official records of the Financing Authority.

Section 1.7 – Voting. Each Director shall have one vote.

Section 1.8 – Quorum; Required Votes; Approvals. A majority of the total membership of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of three of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

Section 1.9 – Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Article II - Officers and Employees

Section 2.1 – Chairperson, Vice-Chairperson and Secretary. The Board shall elect a Chairperson and Vice-Chairperson of the Financing Authority at its annual meeting in January. The Clerk of the Board of Supervisors shall be its Secretary. The officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Financing Authority and shall perform such other duties as may be imposed by the Board. The Vice-Chairperson shall sign contracts and perform all of the Vice-Chairperson's duties in the absence of the Chairperson. The Secretary shall countersign all contracts signed by the Chairperson or Vice-Chairperson on behalf of the Financing Authority, perform such other duties as may be imposed by the Board and cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

Section 2.2 – Treasurer. Pursuant to Section 6505.5 of the Act, the County Auditor-Controller-Treasurer-Tax Collector is hereby designated as the Treasurer of the Financing Authority. The Treasurer shall be the depositary, shall have custody of all funds and money of the Financing Authority from whatever source and shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act.

Section 2.3 – Controller. Pursuant to Section 6505.5 of the Act, the County Auditor-Controller-Treasurer-Tax Collector is hereby designated as the Controller of the Financing Authority, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority. As provided in Section 6505 and Section 6505.5 of the Act, the Controller shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Financing Authority.

Section 2.4 – Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.5 of the Act, the Controller shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing

Authority relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Financing Authority.

Section 2.5 – Legal Advisor. The Board shall have the power to appoint the legal advisor of the Financing Authority who shall perform such duties as may be prescribed by the Board.

Until such time as there is a different appointment, the County Counsel shall act as legal advisor for the Financing Authority.

Section 2.6 – Other Employees. The Board shall have the power by resolution to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing its functions shall apply to the officers, agents or employees of the Financing Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the County or the Cities or, by reason of their employment by the Board, to be subject to any of the requirements of the County or the Cities.

Section 2.7 – Assistant Officers. The Board may by resolution appoint such assistants to act in the place of the Secretary or other officers of the Financing Authority (other than any Director) and may by resolution provide for the appointment of additional officers of the Financing Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

Article III - Contributions

Section 3.1 – Maintenance of Effort Contributions of the Cities. Commencing with the 2016-17 fiscal year, the City of Santa Cruz shall contribute a MOE amount each year in the amounts shown below:

City of Santa Cruz Maintenance of Effort

Fiscal Year	Amount
2016-17	\$1,464,751
2017-18	\$1,534,751
2018-19	\$1,604,751
2019-20	\$1,674,751
2020-21	\$1,744,751

The City of Santa Cruz shall allocate an additional \$30,000 annually in a City Library Fund for exclusive use on library improvements or services at City branches. Use

of these funds shall be determined by the Santa Cruz City Council with input by library staff.

Commencing with the 2016-17 fiscal year, the City of Watsonville shall contribute a MOE amount each year in the amounts shown below:

City of Watsonville Maintenance of Effort

Fiscal Year	Amount
2016-17	\$541,684
2017-18	\$541,684
2018-19	\$541,684
2019-20	\$541,684
2020-21	\$541,684

Section 3.2 – Maintenance of Effort Contributions of the County. Commencing with the 2016-17 fiscal year, and subject to the terms below, the County of Santa Cruz, on behalf of the Unincorporated Area and the cities of Capitola and Scotts Valley, shall contribute a MOE amount from the County Library Fund each year in the amounts shown below:

County Library Fund Maintenance of Effort

Fiscal Year	Amount
2016-17	\$5,072,541
2017-18	\$5,072,541
2018-19	\$5,072,541
2019-20	\$5,072,541
2020-21	\$5,072,541

If the Annual Net Amount of Allocated Taxes received by the County Library Fund is less than the annual MOE amount shown above, the County shall contribute the lesser amount as its annual MOE contribution. In no instance shall the County's annual MOE contribution exceed the Annual Net Amount of Allocated Taxes received by the County Library Fund.

If the Annual Net Amount of Allocated Taxes received by the County Library Fund exceeds the annual MOE amount shown above, the County shall allocate any excess funds in the County Library Fund for exclusive use on library improvements or services at County Library Fund branches with input by library staff and the cities of Capitola and Scotts Valley.

Section 3.3 – Library Operating Revenues. In addition to the MOE contributions set forth in the preceding section, it is agreed that Library Operating Revenues such as fines, State grants, donations and bequests shall be retained by the Cities or the County and shall be made available to the libraries to finance library operations or facilities.

Section 3.4 – Contribution of Revenues from Taxes or Fees. The County shall pay to the Financing Authority the net proceeds of any tax or fee levied for library purposes upon receipt if such taxes or fees are directed to the Financing Authority. The net proceeds

of the transaction and use tax authorized on the June 2008 ballot shall be paid to the Financing Authority. If the actual amount received from the transaction and use tax is less than the amount estimated for three consecutive quarters, the Financing Authority shall conduct a review of the MOE contributions and establish a process for developing a solution to minimize the impact on the Santa Cruz City/County Library System, the Watsonville Library and any other Qualified Public Library, as defined in Section 4.4.

Section 3.5 – Method of Payment. The MOE contributions of the Cities and the County provided for in Sections 3.1 and 3.2 shall be payable in twelve equal monthly installments which shall be due to the Financing Authority on the fifteenth day of each month. Interest shall be levied on late payments at rates established by the Financing Authority.

Article IV - Annual Budget/Disbursement of Funds

Section 4.1 – General. The Financing Authority shall adopt an annual budget which provides for allocating the funds it receives to Qualified Public Libraries. The Financing Authority shall allocate and disburse all of the funds it receives each year in accordance with Section 4.3 of this Agreement.

Section 4.2 – Budget Process. On or before January 15th of each year, the County Administrative Office, after consulting with the Financing Authority's Controller, shall provide the Financing Authority's Board with a report including an estimate of the funds available to the Financing Authority for the upcoming fiscal year and the population of the Cities and the County for the preceding January as contained in the Official State Estimates of the Population for California Cities and Counties (Report E-1 or its successor). As used herein, the fiscal year begins on July 1 and ends on June 30. The Report shall include:

- (A) An estimate of the amount available from MOE contributions received by the Financing Authority pursuant to Sections 3.1 and 3.2 of this Agreement;
- (B) An estimate of the amount available from the proceeds of any taxes or fees received by the Financing Authority pursuant to Section 3.4 of this Agreement; and
- (C) An estimate of any carryover balances or surplus funds which may be available from preceding fiscal years.

Based on the Report on funds available, the Board shall make a determination for the upcoming fiscal year of the proposed amount to be distributed to Qualified Public Libraries in accordance with Section 4.3 of this Agreement.

Section 4.3 – Disbursement of Funds. Commencing with the 2016-17 fiscal year, the amounts available from MOE contributions, taxes or fees, and carryover balances or surplus funds shall be disbursed as follows:

- (A) The Watsonville Library shall receive a fixed distribution in the amount of \$1,563,703 annually for five (5) years from the MOE contributions of the City of Watsonville and the County. This amount is equal to the 2015-16 adopted budget for the Watsonville Library's MOE distribution. It is envisioned that the Watsonville Library's MOE distribution will remain fixed for an additional two (2) years after the term of this Agreement

and then be reduced over the next thirteen (13) years so that the Watsonville Library's share of the Annual Net Amount of Allocated Taxes received by the County Library Fund reaches the targeted level of funding based on the population served, as shown in Attachment A.

The remaining amount available from MOE contributions shall be distributed to the Santa Cruz City/County Library System and any other Qualified Public Library, as defined in Section 4.4, on a per capita basis using population figures for the previous January as estimated by the State of California in its Official State Estimates (Report E-1). The final distribution amount for the upcoming fiscal year shall be determined in June following the issuance of updated population numbers by the State.

(B) The estimated amount available from the proceeds of any taxes or fees shall be distributed to the Santa Cruz City/County Library System, the Watsonville Library and any other Qualified Public Library, as defined in Section 4.4, on a per capita basis using population figures for the previous January as estimated by the State of California in its Official State Estimates (Report E-1). The final distribution amount for the upcoming fiscal year shall be determined in June following the issuance of updated population numbers by the State.

(C) The estimated amount available from any carryover balances or surplus funds shall be distributed to the Santa Cruz City/County Library System, the Watsonville Library and any other Qualified Public Library, as defined in Section 4.4, on a per capita basis using population figures for the previous January as estimated by the State of California in its Official State Estimates (Report E-1). The final distribution amount for the upcoming fiscal year shall be determined in June following the issuance of updated population numbers by the State.

Section 4.4 – Qualified Public Library. The Financing Authority shall distribute funds to any jurisdiction or combination of jurisdictions operating a Qualified Public Library in accordance with Subsections (A) or (B) below:

(A) Qualified Public Library Certifications

The Santa Cruz City/County Library System, the Watsonville Library, any New City or New ISD pursuant to Subsection (B) or any Party to this Agreement with authority to operate an independent library system shall be deemed a Qualified Public Library upon certification to the Financing Authority by the Governing Body that the library:

- (1) Is duly organized under the laws of the State of California;
- (2) Will allow free access to its facilities, materials and services to all residents of Santa Cruz County without regard to jurisdictional boundaries on a nondiscriminatory basis;
- (3) Will assign all library operating revenues, including but not limited to fines, state grants, donations and bequests, to the library for library purposes;
- (4) Will use all of the funds received from the Financing Authority exclusively for operating and maintaining its library including the cost of insurance; and

(5) Will establish accounts and accounting procedures acceptable to the Financing Authority's Controller which provide an accounting of all funds made available by the Financing Authority; to provide such reports on the expenditure of the funds made available as the Financing Authority or its Controller may request; and to be subject to examination and audit for a period of five (5) years. Costs for operations and capital expenditures shall be segregated.

(B) A New City or New Independent Special District

It is the policy of the Parties to this Agreement that any New City or New ISD with authority to provide library services to its residents be encouraged to secure library services through the libraries operated by Watsonville and the Santa Cruz City/County Library System. However, the Financing Authority may determine to make a per capita distribution to a Qualified Public Library by a New City or New ISD upon:

(1) The filing of an application with the Financing Authority which contains the certifications in Section 4.4 (A); an enforceable commitment to make a MOE contribution to the Financing Authority each year equal to the property taxes assigned to the New City or New ISD for library services or an amount acceptable to the Financing Authority and the New City or New ISD; and a statement explaining the New City's or New ISD's library facility, and the reasons it believes that a stand-alone New City or New ISD library would contribute to the efficient and effective provision of library services in the County; and

(2) A finding by the Financing Authority that the New City or New ISD has a suitable facility, a sound management plan for operating a stand-alone facility; and that the new library would contribute to the efficient and effective provision of library services in the County.

Section 4.5 – Payments to Qualified Public Libraries. On the last business day of the month the Financing Authority's Controller shall determine the amount available for payment to Qualified Public Libraries as a result of payments made to the Financing Authority pursuant to Sections 3.4 and 3.5 of this Agreement and calculate the proportional amount due to each of the Qualified Public Libraries. Payments shall follow within seven working days.

Article V - Powers and Duties

Section 5.1 – Powers. The Financing Authority shall have powers common to the Parties as set forth in the recitals of this Agreement, to wit: the power to assist in the financing of library services.

The Financing Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of common powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To sue and be sued in its own name;

- (c) To incur obligations; and
- (d) To carry out and enforce all the provisions of this Agreement.

Section 5.2 – Restrictions on Exercise of Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Act and only as needed to implement the purposes of this Agreement.

Section 5.3 – Obligations of Financing Authority. Any obligations of the Financing Authority shall not be obligations of the County and of the Cities.

Article VI - Term and Withdrawal

Section 6.1 – Term. This Agreement shall commence upon the execution of the Agreement by the parties hereto. The Agreement shall continue and remain in effect through June 30, 2021.

Section 6.2 – Termination/Withdrawal. An individual Party may withdraw from this Agreement by the giving of one year notice no later than July 1 of any given year of its intent to withdraw from the Financing Authority effective on July 1 of the next year. Withdrawal by the County or the City of Santa Cruz shall terminate the Agreement.

Section 6.3 – Effect of Termination/Withdrawal. Upon termination or withdrawal, each Party shall have a continuing right to a per capita distribution of the transaction and use (sales) tax authorized on the June 2008 ballot provided it makes the certifications required of it in Section 4.4 (A). A withdrawing Party shall cease to have representation on the Board of Directors and will no longer have a MOE obligation or a right to a MOE distribution. A withdrawing Party shall perform all obligations under this Agreement until the effective date of the withdrawal.

Article VII - Disposition of Funds

Section 7.1 – Surplus Funds. Upon any termination of this Agreement, any surplus funds on hand shall be distributed to the County and the Cities in accordance with Sections 4.2 and 4.3 of this Agreement.

Article VIII – Indemnification and Insurance

Section 8.1 – Mutual Defense and Indemnification of Parties and Employees. Except as otherwise specified in this Section, each Party and the Financing Authority, respectively, shall defend, indemnify, and hold harmless one another against any and all claims, actions, losses, liability or expense (including attorney's fees) arising out of, or based upon, the acts or omissions of the Financing Authority or any Party in executing the powers of the Financing Authority. Notwithstanding the foregoing, to the full extent permitted by law, the Financing Authority shall defend, indemnify and hold harmless any Party, including but not limited to a Party whose employees serve as staff to the Financing Authority, and any person who is or was a Director of the Board, or an officer, employee or other agent of the Financing Authority or a Party, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any legal proceeding related to the work of the Financing Authority, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the

case of a criminal proceeding, the Financing Authority may, but is not required to, provide for indemnification and defense of a Director of the Board, or an officer, employee or other agent of the Financing Authority to the extent permitted by law.

Section 8.2 – Liability Insurance. The Financing Authority shall purchase a General Liability Insurance policy with coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. The named insured shall be the Financing Authority and, accordingly, the Financing Authority shall have responsibility for exercising all rights conferred by the insurance policy upon the insured.

Section 8.3 – Uninsured Claims. Any uninsured costs of providing liability defense, including payments for legal fees and costs and including payment of adjusted and settled claims and judgments must be approved by the Parties. Where it is necessary to employ special legal counsel given the nature of the claim, the Financing Authority shall select said special legal counsel. Legal counsel shall report to the Financing Authority with respect to said claims in recognition of the Financing Authority's status as defendant and client. Legal counsel shall therefore enjoy an attorney-client privilege with the Financing Authority and the Financing Authority shall have the authority to make all decisions for which a client is customarily responsible in an attorney-client relationship, including final decisions with respect to the adjustment and settlement of uninsured claims and the rejection of settlement offers.

Section 8.4 – Closed Sessions. All information received by the Board in a closed session related to the information presented to the Board shall remain confidential. In accordance with California Government Code Section 54956.96, however, a Director may disclose information obtained in a closed session that has direct financial or liability implications for a Party to the following individuals:

(a) Legal counsel to that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party; and

(b) Other members of the legislative body of that Party present in a closed session of that Party.

Article IX - Miscellaneous Provisions

Section 9.1 – Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

County Administrative Officer
County of Santa Cruz
701 Ocean Street, Room 520
Santa Cruz, CA 95060

City Manager
City of Santa Cruz
809 Center Street
Santa Cruz, CA 95060

City Manager
City of Watsonville
275 Main Street, Suite 400
Watsonville, CA 95076

City Manager
City of Capitola
420 Capitola Avenue
Capitola, CA 95010

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

Section 9.2 – Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 9.3 – Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 9.4 – Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California and is to be so construed.

Section 9.5 – Amendments. This Agreement may be amended at any time, or from time to time, only by the unanimous consent of the Parties.

Section 9.6 – Enforcement by Financing Authority. The Financing Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 9.7 – Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 9.8 – Successors. Except as otherwise provided in Section 4.4 (B), this Agreement shall be binding upon and shall inure to the benefit of the successors of the County or the Cities, respectively. Neither the County nor the Cities may assign any right or obligation hereunder without the written consent of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

COUNTY OF SANTA CRUZ

County Administrative Officer

Dated: _____, 2015

ATTESTED

Clerk of the Board

Approved as to Form:

County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SANTA CRUZ

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF WATSONVILLE

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF CAPITOLA

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SCOTTS VALLEY

City Manager

Dated: _____, 2015

ATTESTED

City Clerk

Approved as to Form:

City Attorney

Attachment A

10/14/2015

Total Property tax- County Library Fund FY2016

5,072,541 <-- Change to only the County Ptax Fund (excludes MOE from SC & Wat)

Total County-wide Property & MOE

7,008,976

City of Watsonville share at 22.31% FY2016 (1)

1,563,703

City of Watsonville MOE payment

-541,684

City of Watsonville Net of MOE

1,022,019

Total Sales Tax- Library add-on sales tax FY2016

9,301,363

City of Watsonville share at 22.31% FY2016 (1)

2,075,134

Calculation of City of Watsonville's potential target funding based on population

155,770

Total County Fund population

10,176

Watsonville service area for County

6.53%

County residents served by Watsonville

331,374

City of Watsonville target funding from County Fund

5.50%

Possible City of Watsonville annual reduction rate

<--for 20yr repay

Estimated Library Ptax Fund growth rate (2)

2.00%

Estimated Library Sales Tax growth rate (2)

3.00%

NOTES:

(1) The City of Watsonville's share can fluctuate based on population changes.

(2) Property tax and sales tax growth rates are general, long-term estimates.

Actual, historical data will be provided by the County to factor in past trends to better predict future outcomes with a higher degree of probability.

(3) Provides the projected value of the net contribution available to the

City of Watsonville under the current Financing Authority agreement

(4) Assumes Watsonville is due a property tax fund contribution equal to an estimated

6.5% of the COUNTY FUND property tax/MOE funding allocation; based on serving 9,974

of the County's population (2/27/14 GIS map). This base funding grows annually

with the estimated property tax growth rate.

(5) The City's allocation under an alternate proposal for a new funding method would

be to (a) cap the current net allocation (total allocation less Watsonville's MOE) for

the first seven years of the new agreement; (b) decrease over a 13 year period

the City's allocation until it reaches equilibrium with the target funding rate; and

(c) allow future allocation to grow according to growth in the county's property

tax fund

County Property Tax Fund										Sales Tax		TOTAL
	Max available for CoW (3)	CoW Allocation Target (4)	CoW Allocation (5)	Annual Loss on Growth	Annual Cash Flow Change	Property Tax Annual Change	Share of Sales Tax Proceeds (3)	Annual Cash Flow Change	Total Property & Sales Tax annual cash flow change			
yr1	1,042,459	331,374	1,022,019	(20,440)	-	(41,289)	2,137,388	64,122	64,122			
yr2	1,063,308	338,002	1,022,019	(41,289)	-	(62,555)	2,201,510	66,045	66,045			
yr3	1,084,574	344,762	1,022,019	(62,555)	-	(84,246)	2,335,582	68,027	68,027			
yr4	1,106,265	351,657	1,022,019	(84,246)	-	(106,371)	2,405,649	70,067	70,067			
yr5	1,128,390	358,690	1,022,019	(106,371)	-	(128,939)	2,477,818	72,169	72,169			
yr6	1,150,958	365,864	1,022,019	(128,939)	-	(151,958)	2,552,153	74,335	74,335			
yr7	1,173,977	373,181	1,022,019	(151,958)	-	(175,438)	2,628,718	76,565	76,565			
yr8	1,197,457	380,645	965,808	(175,438)	(56,211)	(231,649)	2,707,580	78,862	78,862			
yr9	1,221,406	388,258	912,689	(199,387)	(53,119)	(308,717)	2,788,807	81,227	81,227			
yr10	1,245,834	396,023	862,491	(223,815)	(50,198)	(383,343)	2,872,471	83,664	83,664			
yr11	1,270,751	403,943	815,054	(248,732)	(47,437)	(455,697)	2,958,645	86,174	86,174			
yr12	1,296,166	412,022	770,226	(274,147)	(44,828)	(525,940)	3,047,404	88,759	88,759			
yr13	1,322,089	420,262	727,863	(300,070)	(42,362)	(594,226)	3,138,826	91,422	91,422			
yr14	1,348,531	428,667	687,831	(326,512)	(40,032)	(660,700)	3,232,991	94,165	94,165			
yr15	1,375,502	437,240	650,000	(353,483)	(37,831)	(725,502)	3,329,981	96,990	96,990			
yr16	1,403,012	445,985	614,250	(380,993)	(35,750)	(788,762)	3,429,880	99,899	99,899			
yr17	1,431,072	454,905	580,466	(409,053)	(33,784)	(850,606)	3,532,776	102,896	102,896			
yr18	1,459,693	464,003	548,541	(437,674)	(31,926)	(911,152)	3,638,759	105,983	105,983			
yr19	1,488,887	473,283	518,371	(466,868)	(30,170)	(970,516)	3,747,922	109,163	109,163			
yr20	1,518,665	482,749	489,861	(496,646)	(28,510)	(1,028,804)	3,860,360	112,438	112,438			
yr21	1,549,038	492,404	492,404	(527,019)	2,543	(1,056,634)	3,976,171	115,811	115,811			
yr22	1,580,019	502,252	502,252	(558,000)	9,848	(1,077,767)	4,095,456	119,285	119,285			
yr23	1,611,619	512,297	512,297	(589,600)	10,045	(1,099,322)	4,218,320	122,864	122,864			
yr24	1,643,851	522,543	522,543	(621,832)	10,246	(1,121,308)	4,344,870	126,550	126,550			
yr25	1,676,728	532,994	532,994	(654,709)	10,451	(1,143,734)	4,475,216	130,346	130,346			
yr26	1,710,263	543,654	543,654	(688,244)	10,660	(1,166,609)	4,609,472	134,256	134,256			
yr27	1,744,468	554,527	554,527	(722,449)	10,873	(1,189,941)	4,747,756	138,284	138,284			
yr28	1,779,357	565,618	565,618	(757,338)	11,091	(1,213,739)	4,890,189	142,433	142,433			
yr29	1,814,944	576,930	576,930	(792,925)	11,312	(1,238,014)	5,036,895	146,706	146,706			
yr30	1,851,243	588,469	588,469	(829,224)	11,539	(1,262,774)						

**AMENDMENT TO THE SANTA CRUZ LIBRARIES
FACILITIES FINANCING AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

That certain Joint Exercise of Powers Agreement, with an effective date of December 9, 2014 (the "Agreement"), is hereby amended to specify details regarding the terms and provisions upon which the Public Library Improvements will be funded as follows:

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

SECTION 1. *Definitions.* Unless the context otherwise requires, the terms defined in this Section 2 have the meanings herein specified.

"Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Facilities Authority.

"Amendment" means an amendment to this Agreement referenced in Background recital 2 above.

"Board" means the governing board of the Facilities Authority.

"Bond" or "Bonds" means any notes, bonds or other obligations issued by the Facilities Authority for the purpose of financing Public Library Improvements payable from the special tax to be levied.

"Cities" means, collectively, the Cities of Santa Cruz, Scotts Valley and Capitola.

"CFD" means a community facilities district formed under the Mello-Roos Act.

"County" means the County of Santa Cruz.

"Directors" means the members of the Board, as set forth in Section 4(b).

"Facilities Authority" means the joint powers authority created by this Agreement.

"Joint Powers Act" means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 of said Code.

"Library Operator" means the Library Joint Powers Authority, the Parties or any other entity established to carry out library operations.

"Mello-Roos Act" means the Mello-Roos Community Facilities Act of 1982, constituting Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53311 of said Code.

"Parties" means, collectively, all the parties to the Agreement, being the Cities and the County.

“Public Library Improvements” means physical improvements to the public library facilities which are operated by the Library Operator and for which bonds may be issued pursuant to Section 6546(p) of the Joint Powers Act.

2. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. *Purpose.* This Agreement is entered into under the Joint Powers Act for the purpose of establishing a joint powers authority which is authorized to exercise the powers granted to it under the Joint Powers Act and the Mello-Roos Act for the purpose of:

- (a) Forming a CFD;
- (b) Calling an election under the Mello-Roos Act on, among other things, the issuance of Bonds for the purpose of raising at least \$62,000,000 of net proceeds and net special taxes for the financing of Public Library Improvements;
- (c) Issuing Bonds to finance Public Library Improvements; and
- (d) Carrying out all activities required for the proper management of the Bonds to be issued hereunder.

It is understood and agreed by the Parties that the purpose of the Facilities Authority is to form a single CFD and to conduct a single bond election for the issuance of one or more series of Bonds for the purpose of raising at least \$62,000,000 of net proceeds and net special taxes and that following the initial formation of the CFD and bond election, the purposes of the Facilities Authority shall be to issue the Bonds that have been authorized at such election, to levy a tax to service the debt associated with the issuance and pay for Public Library Improvements on a pay-as-you-go basis and otherwise administer the Bonds and the special tax during the term thereof.

Within ten days of issuance, exclusive of any costs of issuance, which shall be retained by the Facilities Authority to pay costs, and exclusive of any reserve which is funded from the proceeds of the Bonds, the Facilities Authority shall distribute the Bond proceeds to each of the Parties in the amounts or percentages specified below in order to undertake and complete the construction of the Public Library Improvements:

	Amount	Percentage
City of Capitola	\$8,000,000	12.90%
City of Santa Cruz	\$25,000,000	40.32%
City of Scotts Valley	\$3,000,000	4.84%
County of Santa Cruz	\$26,000,000	41.94%
Total	\$62,000,000	100.00%

Changes to the total amount of the Bonds to be issued or to the distribution of Bond proceeds among the Parties shall require an amendment to this Agreement, as set forth in Section 14, and shall be subject to the requirements of the Joint Powers Act.

It is anticipated that the special tax will be levied each year at the maximum amount permitted. Prior to issuance of Bonds, any net special tax collected in excess of amounts needed to administer the CFD shall be distributed twice annually in January and June, or as soon as practical upon receipt (but in no event less than twice annually), to each of the Parties in the percentages shown above. After the issuance of Bonds, any net special tax collected in excess of amounts needed to pay debt service on Bonds and to administer the Bonds and the CFD shall be distributed annually on September 2 to each of the Parties in the percentages shown above. When net special taxes and Bond proceeds distributed to the Parties equals a total of \$62,000,000, further distribution of net special taxes to each of the Parties shall be subject to the affirmative vote of all of the Directors.

Each of the Parties shall deposit or cause to be deposited Bond proceeds into a separate account to track revenues, expenses and fund balance, which will be subject to an independent audit every year during the term of this Agreement. Each of the Parties will be required to execute and deliver certifications and make representations and covenants regarding the administration and investment of Bond proceeds, as may be required by bond counsel in order to ensure compliance with applicable provisions of federal tax law.

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

Each of the Parties shall be responsible for overseeing the construction of the Public Library Improvements within its jurisdiction. The Parties shall work with their designated Library Operator to ensure that the Public Library Improvements meet the appropriate minimum deliverables for each project as well as furniture, shelving and signage standards as defined in Attachment A, which may be amended by the affirmative vote of all of the Directors to reflect updated standards.

3. Section 5 of the Agreement is hereby amended to read as follows:

SECTION 5. *Powers.*

The Facilities Authority shall have the power, in its own name, to conduct proceedings under the Mello-Roos Act to form a single CFD within all or a portion of the boundaries of the Parties, to conduct a single bond election for the issuance of one or more series of Bonds for the purpose of raising at least \$62,000,000 of net proceeds and net special taxes to be paid by a special tax within the CFD and to finance Public Library Improvements within the CFD, and to issue Bonds under the Mello-Roos Act for said purposes. The Facilities Authority is not authorized to take any actions inconsistent with or additional to the specific proceedings set forth above.

The Facilities Authority shall have all powers which a joint powers authority may exercise under the Joint Powers Act (including powers which are common to the Parties in accordance with Section 6502 of the Joint Powers Act), and all powers granted to it as a public agency under the laws of the State of California (including but not limited to the powers set forth in Chapter 12, Division 6, Title 1 of the California Government Code, commencing with Section 5920 of said Code), for the purpose of carrying out the purposes

for which the Facilities Authority has been established. The Facilities Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of common powers, including but not limited to making and entering into contracts, suing and being sued in its own name, incurring obligations, and carrying out and enforcing all the provisions of this Agreement.

Notwithstanding anything herein to the contrary, the Facilities Authority shall not complete proceedings under the Mello-Roos Act to form a CFD or to conduct an election for the purpose of authorizing the imposition of a special tax within the CFD and for the purpose of authorizing the issuance of Bonds to finance Public Library Improvements, prior to the execution and delivery of the Amendment to this Agreement by all of the Parties. Such proceedings to form a CFD and call an election on the issuance of bonds shall comply in all respects with the applicable provisions of the Amendment.

All other provisions of the Agreement, in its original form, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed and attested by their authorized officers on the day and year stated below. This Amendment may be signed in counter-parts, each of which shall be deemed an original, and all of which together shall constitute a single document.

Dated: _____

CITY OF SANTA CRUZ

By _____
City Manager

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed and attested by their authorized officers on the day and year stated below. This Amendment may be signed in counter-parts, each of which shall be deemed an original, and all of which together shall constitute a single document.

Dated: _____

CITY OF SCOTTS VALLEY

By _____
City Manager

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed and attested by their authorized officers on the day and year stated below. This Amendment may be signed in counter-parts, each of which shall be deemed an original, and all of which together shall constitute a single document.

Dated: _____

CITY OF CAPITOLA

By _____
City Manager

ATTESTED

City Clerk

Approved as to Form:

City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed and attested by their authorized officers on the day and year stated below. This Amendment may be signed in counter-parts, each of which shall be deemed an original, and all of which together shall constitute a single document.

Dated: _____

COUNTY OF SANTA CRUZ

By _____
County Administrative Officer

ATTESTED

Clerk of the Board

Approved as to Form:

County Counsel



Santa Cruz Public Libraries

Furniture, Shelving & Signage Standards

March 2015

ANDERSON BRULÉ ARCHITECTS
+
MATTHEW WILLIAMS DESIGN

This page intentionally left blank.

TABLE OF CONTENTS

INTRODUCTION.....	5
FURNITURE.....	7
LOUNGE SEATING	9
CHAIRS	13
BENCHES.....	17
TABLES	21
MEETING ROOMS.....	25
STAFF WORK SPACES.....	29
ACCESSORIES	33
SHELVING	37
METAL SHELVING	39
SLATWALL SHELVING.....	43
WOOD SHELVING	45
SIGNAGE	49
EXTERIOR BUILDING TITLE & ADDRESS	51
EXTERIOR MOMUMENT SIGN	53
EXTERIOR BOOK RETURN, COMMUNITY ROOM	55
INTERIOR AREA IDENTIFICATION.....	5
INTERIOR RESTROOM IDENTIFICATION.....	61
INTERIOR ROOM IDENTIFICATION	63
INTERIOR STACK IDENTIFICATION	65
EXTERIOR & INTERIOR SIGNAGE TYPEFACE	67
APPENDIX.....	69
DEFINITIONS	71

This page intentionally left blank.

INTRODUCTION

Overview

The Santa Cruz Public Libraries (SCPL) system serves four jurisdictions in Santa Cruz County (the Cities of Santa Cruz, Capitola, Scotts Valley and the unincorporated County of Santa Cruz) through a network of 10 neighborhood library branches. The System contracts with the City of Santa Cruz for purchasing services and follows those purchasing policies and procedures accordingly.

In 2012, SCPL initiated a master planning process to modernize the library facilities. The facilities master plan, found here: <http://www.santacruzpl.org/aboutscpl/planning/27/>, details the maintenance and improvement needs for each of the facilities across the county ranging from minor renovations to complete replacement.

Each of the four jurisdictions will be responsible for managing its own facilities and project(s) while the Library staff will be responsible for ongoing maintenance and operations. In an effort to assure quality selections in future projects and consistency among all library facilities, a need to clearly define standards for furniture, shelving and signage has been identified.

Standards Purpose and Use

The Santa Cruz Public Libraries Furniture, Shelving and Signage Design Standards handbook provides written guidelines in each of these three areas with regard to performance, longevity, warranty, maintenance sustainability and ease of cleaning, creating a standard for quality and consistency across jurisdictions. It also offers a best practices guideline for achieving purchasing efficiencies and economies of scale and allows for consistency while bringing the facilities up to 21st century standards for libraries.

The intent of these standards is to offer broad and flexible guidelines for architects, interior designers, consultants and Library representatives. The standards provide efficiency by allowing the Library to centrally store and consolidate products and interchange parts for maintenance of multiple branches. These standards have been developed through an inclusive and participatory process with Library staff for all typical SCPL requirements. For any unique circumstances or situations that require deviation from these standards, the design team will be responsible for obtaining approval from the client.

This handbook is to be used as a set of guidelines and is not necessarily dictated by industry standards or codes. The design professional shall be responsible for compliance with current codes and industry standards and shall attain owner approval for furniture, shelving and signage selections. This handbook is a living document and is intended to evolve as new technology, products, and learning styles progress in order to respond to emerging library trends and the needs of the community. The standards are intended to provide not only a consistent approach for future work, but recognize future programmatic and technical needs not yet defined.

Document Organization

This document is divided into three chapters, covering each of the three areas; furniture, shelving and signage.

- Table of Contents
- Introduction
- Chapter 1 – Furniture
- Chapter 2 – Shelving
- Chapter 3 – Signage
- Appendix

Within each chapter, are sections describing the type of furniture, shelving or signage item and the details about each item including:

- an overview and use for each type
- general information which includes any standards, quality, warranty and sustainability information
- product specific information pertaining to any material or finish preferences
- additional information regarding typical locations used and cleaning preferences

The Appendix contains definitions for the various terms used throughout the document.

Overall Information

The Library would like to meet a LEED Silver level for all buildings. Furniture, shelving and signage should support and feed into this standard. The design professional should confirm this sustainability level with the Library at the time of the project.

The Library requires a furniture fair or sit-test of all furniture items being considered for the library.

As this is intended to be a living document, any reference standards noted should comply with the current standard tests, reference materials, codes, laws etc. applicable to each jurisdiction at the time of the project.

CHAPTER 1

Furniture Standards

The design professional shall work diligently to ensure optimal pricing for all furniture. Furniture will be procured from group purchasing agreements including U.S. Communities, NJPA, NIPA and CMAS is preferred. The design professional shall research and provide costs for at least one option for each furniture item from a group purchasing agreement.

This page intentionally left blank.

CHAPTER 1 - LOUNGE SEATING

1.1 Overview

There are many types of Lounge Furnishings throughout the Library Spaces, most commonly used in the Public Areas. These can include individual and multi-seat pieces. Some will require mobility for the function within its preferred location while all others should still be able to be relocated, but less frequently. Durability and ease of cleaning are important in maintaining the library.



1.2 General

Reference Standards

- CAL TB117
- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA X5.4 Lounge and Public Seating

Quality Control

- All lounge furniture shall have tight upholstery with no loose cushions.
- When there are arms, it is preferred that they have an arm cap to protect the upholstery.
- Weight capacity: 300-350lbs minimum
 - 500lbs+ for any bariatric items desired by the Library

Warranty

- Lifetime warranty or a minimum on 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards

1.3 Products

Materials / Finishes

- Wood or Urethane Arm Caps
 - Caps should be easily replaceable if they become damaged.
 - Wood is preferred for the arm cap. Urethane may be used on approval of Library.
- Wood or Metal Feet
 - There is a strong preference for natural maple or natural cherry wood tones.
 - There is a strong preference for matte silver-toned metal.

- Glides or Casters
 - o Glide and caster selection should be based on floor material type for location of item.
- Upholstery
 - o Shall be highly durable and easy to clean.
 - o Performance Fabrics ONLY (use a single type throughout the library – Crypton, Nanotex, etc.).
 - o Moisture barrier in all public spaces.
 - o Textile recycled content 49%-75%.
 - o 75, 000 – 150,000+ Double Rubs.
 - o Meets CAL TB117.

Other Material Requirements

- If the piece will be in an area where wet mopping will occur, use a material that will not be damaged by water and cleaning solutions.
- The Library has a strong preference for upholstered pieces to be raised off the floor for ease of cleaning underneath.
- Lounge seating feet should be a durable material.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
L01	Lounge Chairs	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Lounge
L02	Love Seat/Sofa	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Lounge
L03	Booth	Adult Public Spaces, Teen Public Spaces
L04	Ottoman/Pouf	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces

Additional Information

- All Lounge Seats will be sized for adults, unless directed otherwise by the Library.
 - o When needed, some lounge chairs in the Children's area shall be sized for ages 3-5
- Lounge Chairs for Teens & Technology Areas are preferred to have casters and tablet arms.
 - o Tablet Arms shall hold a minimum of 150lbs
 - o Locking casters
- When specifying a booth lounge, it should have a coordinating table of either desk or coffee table height, see Tables Section.

Protection / Cleaning

- All upholstery in the project should have the same type of cleaning system required. Fabrics should be performance fabrics with some type of stain repellent such as Crypton, Green Crypton, Nanotex, etc.
 - o Provide end user with cleaning instructions for fabric type used in project
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellents, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.

- Consider using clean outs and crumb catchers for ease of cleaning.
- Consider location of furniture with regards to amount of sunlight in the location. Some locations may require a solution dyed fabric for light fastness.

This page intentionally left blank.

CHAPTER 1 - CHAIRS

1.1 Overview

Chairs in the Library serve many different functions such as reading chairs, task chairs for workstations, computer stations, and children's sized chairs. Different functions require different finishes and shapes, but all need to be durable to last in a highly active public environment. Some areas will require lighter weight chairs for the function of the space where as others will need to be very sturdy to withstand highly active spaces. Staff workspaces will need complete ergonomic seating.



1.2 General

Reference Standards

- CAL TB117
- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA X5.1 Office Seating/X5.4 Lounge and Public Seating

Quality Control

- Ergonomic comfort of all chairs should be considered.
 - Comfort of seat edges
 - Body support in seat pans and backs
 - Breathability
- There is a preference for chairs with four legs.
- There is a strong preference for light weight reading chairs.
- Any stools should have a foot ring or foot rest.
- Light weight stackable chairs should be 10lbs or less.
- Weight capacity: 300-350lbs minimum.
 - 500lbs+ for any bariatric items desired by the Library

Warranty

- Lifetime warranty or a minimum of 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards

1.3 Products

Materials / Finishes

- Wood or Urethane Arm Caps
 - Caps should be easily replaceable if they become damaged.
- Wood or Metal Legs & Feet
 - There is a strong preference for natural maple or natural cherry wood tones.
 - There is a strong preference for matte silver-toned metal.
- Glides or Casters
 - Selection should be based on floor material type for location of item.
 - Casters are only on task chairs or computer chairs.
- Seats & Backs
 - Polypropylene
 - Wood
 - Upholstery shall be highly durable and cleanable
 - Performance Fabrics ONLY (use a single type throughout the library – Crypton, Nanotex, etc.).
 - Moisture Barrier in all public spaces.
 - Textile Recycled content 49%-75% minimum.
 - 75, 000 – 150,000+ Double Rubs.
 - Meets CAL TB117

Other Material Requirements

- Frame construction to be welded metal, solid wood or equal.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
C01	Reading Chairs	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
C02	Computer Chairs	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
C03	Non-Stacking Chair	Smaller Meeting Spaces, Staff Workspace, Staff Lounge, Friends of the Library Area
C04	Stacking Chair	Meeting Spaces, Smaller Meeting Spaces
C05	Stools	Adult Public Spaces, Teen Public Spaces
C06	Task Chairs	Staff Workspaces
C07	Task Stools	Staff Workspaces

Additional Information

- Arm and Armless chairs will be used. The design professional will work with the Library to determine the best mix of arm and arm less chairs for the space.
- Computer chairs can have a 5-star base or casters. They should be ergonomic for short term use, and have a limited amount of adjustable parts.
 - Height flexibility is strongly preferred at public computer stations.
- Task chairs should have 5-star bases and be fully ergonomic with a high amount of adjustability. The design professional will work with the Library to determine needs or current requirements.

Protection / Cleaning

- All upholstery in the project should have the same type of cleaning system required. Fabrics should be performance fabrics with some type of stain repellent such as Crypton, Green Crypton, Nanotex, etc.
 - Provide end user with cleaning instructions for fabric type used in project.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellents, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider using clean outs and crumb catchers for ease of cleaning.
- Consider location of furniture with regards to amount of sunlight in the location. Some locations may require a solution dyed fabric for light fastness.

This page intentionally left blank.

CHAPTER 1 - BENCHES

1.1 Overview

Benches can be used anywhere in the library. They are primarily used in spaces where there will be waiting, such as an entry area, near restrooms or near other busy locations where waiting may be required. There may also be some areas where it is appropriate to add additional seating.



1.2 General

Reference Standards

- CAL TB117
- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA X5.4 Lounge and Public Seating

Quality Control

- Benches should have durable feet and/or legs.
- Benches may have a back and arms or be backless and armless.
- If upholstered, bench should have tight upholstery, no loose cushions.
- Weight capacity: 300-350lbs Minimum.
 - o 500lbs+ for any bariatric items desired by the Library

Warranty

- Lifetime warranty or a minimum of 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards

1.3 Products

Materials / Finishes

- Wood or Upholstered Seat, Back and Arms
- Wood, Plastic Laminate or Solid Surface Table Surfaces
- Wood or Metal Frame
- Wood or Metal Feet and/or Legs
 - o There is a strong preference for natural maple or natural cherry wood tones.
 - o There is a strong preference for matte silver-toned metal.
- Glides
 - o Selection should be based on floor material type for location of item.

- Upholstery
 - o Shall be highly durable and easy to clean.
 - o Performance Fabrics **ONLY** (use a single type throughout the library – Crypton, Nanotex, etc.).
 - o Non-woven fabrics are preferred to be PVC-free.
 - o Moisture Barrier in all public spaces.
 - o Textile Recycled content 49%-75% minimum.
 - o 75,000 – 150,000+ Double Rubs.
 - o Meets CAL TB117.

Other Material Requirements

- If the piece will be in an area where wet mopping will occur, use a material that will not be damaged by water and cleaning solutions.
- The Library has a strong preference for upholstered pieces to be raised off the floor for ease of cleaning underneath.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
B01	Upholstered	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Entry Spaces
B02	Non-Upholstered	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Entry Spaces

Additional Information

- Typical sizing:
 - o Typical seat height for a bench is between 16"-18"H
 - o Typical seat depth for a bench is +/- 18"D
 - o Width will vary, depending on location
- Benches in certain locations may have table surfaces built-in, the design professional will confirm appropriateness with Library.
 - o Any built-in table surfaces should be of a highly durable and cleanable material such as solid wood, plastic laminate or solid surface such as Corian. Glass is not allowed.
- Depending on location and appropriateness, built-in power outlets maybe used in bench surfaces for users to plug in devices. The design professional will confirm appropriateness with Library.

Protection / Cleaning

- All upholstery in the project should have the same type of cleaning system required. Fabrics should be performance fabrics with some type of stain repellant such as Crypton, Green Crypton, Nanotex, etc.
 - o Provide end user with cleaning instructions for fabric type used in project.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider using clean outs and crumb catchers for ease of cleaning.

- Consider location of furniture with regards to amount of sunlight in the location. Some locations may require a solution dyed fabric for light fastness.

This page intentionally left blank.

CHAPTER 1 - TABLES

1.1 Overview

Tables are an important part of the Library and vary in use and location. Tables, as much as any other item in the library need to be durable and withstand the high use of a busy public space. Tables serve many functions throughout the library space – reading tables or carrels for using the library’s materials, highly flexible meeting spaces for large groups, tables equipped to support the use of technology and add some whimsy and fun to Teen or Children’s spaces.



1.2 General

Reference Standards

- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA X5.5 Desk Products

Quality Control

- All tables should have a protective edge band with a minimum of an eased edge.
- Sharp corners and edges should be minimized and avoided.
- All tables, where appropriate, should have built-in power outlets and wire management.
- All tables shall meet accessibility requirements.
- Weight capacity: 150-250lbs.

Warranty

- Lifetime warranty or a minimum of 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

1.3 Products

Materials / Finishes

- Wood, Laminate, Linoleum or Solid Surface Table Tops
 - o Wood, Laminate or Linoleum tops should have an edge band.
 - o Solid wood edge bands are preferred with a minimum eased edge profile.
 - o Solid Surface tops will have a self-edge or built-up edge with a minimum eased edge profile.
 - o Vinyl edge band is acceptable on tables with high mobility.

- o No self-edge allowed on laminates, wood veneers or linoleum.
- Wood or Metal Legs
 - o Wire management leg or channel.
- Glides or Casters
 - o Selection should be based on floor material type for location of item.
- PETG, Glass, Perforated Metal or Wood Carrel Surround
 - o Carrel surround or screen is ideally translucent and no higher than 12"-14"H above the table surface.
 - o PETG and Glass should have a texture or pattern. Glass pattern/texture should be easy to clean.

Other Material Requirements

- FSC Certified Wood
 - o There is a strong preference for natural maple or natural cherry wood tones.
 - o There is a strong preference for matte silver-toned metal.
- If the piece will be in an area where wet mopping will occur, use a material that will not be damaged by water and cleaning solutions.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
T01	Reading Tables	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
T02	Side Tables	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
T03	Computer Tables	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
T04	Carrel Tables	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
T05	Non-Stacking Table	Smaller Meeting Spaces, Staff Workspace, Staff Lounge, Friends of the Library Work Area

Additional Information

- All tables located near power outlets shall be powered tables
 - o Table top access to built-in power outlets is preferred.
 - o Table should have wire management – clips, surface mounted channels, wire chase legs, etc.
 - o Whips should have 3-prong plugs for flexibility. Do NOT hardwire, unless directed by Library.
 - o Table mounted lighting may be used. The design professional will confirm if appropriate with Library. Any lighting should comply with current energy and building codes. LED lighting is strongly preferred.
 - o Coordinate locations with Electrical Drawings. The design professional will confirm needs with Library.
- All tables with computers or other technology permanently mounted shall have grommets, and below surface power strips with wire management clips, channels, wire chase legs, etc.

- o The design professional will coordinate with Library IT for specific power requirements of table top technology.
- o Whips for these tables can either have the 3-prong outlet plug or be hardwired. The design professional will confirm needs with Library IT.
- o Certain functions may also require a hard data line. The design professional will confirm needs and locations with Library staff and Library IT.
- Typical table heights
 - o Adult Areas: 29-30" height is standard
 - o Teen Areas: 29-30" height is standard
 - o Children's Areas:
 - Toddlers Age 1-5: 12"H
 - School Age 6-12: 22" high
- Square and rectangular shapes are generally preferred in most spaces for modularity and ease of combining together. Some locations may prefer round tables. The design professional will confirm shapes, sizes and locations with Library.

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider using clean outs and crumb catchers for ease of cleaning.
- Consider location of furniture with regards to amount of sunlight in the location. Some finishes may not hold up as well in strong sunlight.

This page intentionally left blank.

CHAPTER 1 - MEETING ROOMS

1.1 Overview

Meeting Rooms are significant to libraries as they serve many different sized groups. These spaces require the furniture to accommodate the various needs of different groups using the facility. There are also smaller meeting spaces throughout the library which can include group study and quiet reading rooms. Meeting rooms are not only used for public meeting space, but also for staff meeting space as well.



1.2 General

Reference Standards

- CAL TB117
- SMarT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA X5.1 Office Seating/X5.5 Desk Products

Quality Control

- Lightweight mobile, nesting tables with a flip top. Flip top should be operable with one hand OR Lightweight stackable tables, 50lbs or less
 - Flip top Table: HON Huddle Table or Equal
- Lightweight stackable chairs, 10lbs or less is preferred.
- Lectern should be mobile and include the ability to incorporate technology.
- See Section 2, Chairs for general chair information.
- See Section 4, Tables for general table information.

Warranty

- Lifetime warranty or a minimum of 10-12 years replacement parts

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

1.3 Products

Materials / Finishes

- Laminate Table Tops
 - Laminate tops should have a vinyl edge band with a minimum eased edge profile.
- Metal Legs
 - Easily folding table legs.
- Glides or Casters
 - Selection of appropriate glide or caster should be based on floor material type for location of item. The design professional will confirm preference of glide or caster with Library.
 - There should be locking casters.
- Laminate or Metal Surfaces
 - All parts of lectern.

Other Material Requirements

- There is a strong preference for natural maple or natural cherry wood tones.
- There is a strong preference for matte silver-toned metal.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
MR01	Stackable/Mobile Table	Public Meeting Space, Staff Meeting Space
MR02	Stackable/Mobile Chair	Public Meeting Space, Staff Meeting Space
MR03	Lectern	Public Meeting Space, Staff Meeting Space
MR04	Table Dolly	Public Meeting Space, Staff Meeting Space
MR05	Chair Dolly	Public Meeting Space, Staff Meeting Space

Additional Information

- Lectern
 - Does not need a microphone.
 - The design professional will confirm electrical and technology needs with Library IT.
 - Should accommodate a laptop.
 - Meet accessibility requirements.
- Table
 - Tables and chairs should be for standard adult height.
 - Tables should meet accessibility requirements.
 - Table and chair dollies should match the manufacturer of the stacking table or stacking chair.
 - Dollies may not be required for all types of tables or chairs

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider location of furniture with regards to amount of sunlight in the location. Some finishes may not hold up as well in strong sunlight.

This page intentionally left blank.

CHAPTER 1 - STAFF WORK SPACES

1.1 Overview

Staff Workspaces are important for staff to complete their work. This area needs to support heads-down individual work but also the team based work as well.



1.2 General

Reference Standards

- CAL TB117
- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- UL
- ANSI/BIFMA X5.1 Office Seating/X5.5 Desk Products/X5.3 Vertical Files/X5.6 Panel Systems/X5.9 Storage

Quality Control

- The design professional will consult with Library for any specific sizes and requirements for staff workstations, work areas and private offices.
- Book return bin requires a depressible tray (spring loaded) and locking casters.
- 30% or greater recycled content in components.
- See Section 2, Chairs for general chair information.

Warranty

- Lifetime warranty or a minimum of 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

1.3 Products

Materials / Finishes

- High pressure laminate work surfaces
 - Laminate work surfaces should have vinyl edge bands with an eased edge profile.
- Powder coated metal
 - Some components of systems furniture and private office furniture will have powder coated metal such as table supports, bookcases, lateral files, and upper storage.
 - Book trucks and book return bins should be powder coated metal.
- Solid phenolic or powder coated metal lockers

- Panel wall systems and tack panels should be covered in a fabric that will not show dirt and stains and has a high recycled content or is made of sustainable materials.

Other Material Requirements

- Manufactured using clean technology, including water-based adhesives, powder coating on metal, powder coating on wood and UV-cured wood coating, all of which are virtually VOC-free.
- There is a strong preference for matte silver-toned metal.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
SW01	Staff Workstation	Open Staff Workspace
CH06	Task Chair	Open Staff Workspace, Private Office, Service Desk
CH07	Task Stool	Open Staff Workspace, Service Desk
SW04	Private Office	Staff Office
SW05	Staff Lockers	Staff Lounge
SW06	Book Trucks	Open Staff Workspace, Private Office, Service Desk
SW07	Book Return Bins	Open Staff Workspace, Service Desk

Additional Information

- Typical workstation and private offices sizes are:
 - o Typical Workstation: 6'-0" X 6'-0"
 - o Supervisor: 6'-0" X 8'-0"
 - o Typical Office: 10'-0" X 10'-0"
 - o Director: 12'-0" X 12'-0"
 - o The design professional will confirm with Library if sizes listed above are appropriate for project
- Workstations and private office furniture should meet accessibility requirements.
- Workstation and Private Office accessories requirements:
 - o LED Task lights
 - o Adjustable Keyboard trays
 - o Tack Panel
- Workstation components – minimum requirements:
 - o Panel or desk-based systems, work surfaces, upper storage, 2 drawer locking lateral file, task chair
 - o Each workstation has a computer with 2 monitors and a telephone
- Private Office components – minimum requirements:
 - o P-shaped desk, bridge and credenza with upper storage, bookcase, lateral file cabinet, task chair
 - o Each office has a computer with 2 monitors and a telephone

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider location of furniture with regards to amount of sunlight in the location. Some finishes may not hold up as well in strong sunlight.

This page intentionally left blank.

CHAPTER 1 - ACCESSORIES

1.1 Overview

Accessories help to support the function of the Library spaces.



1.2 General

Reference Standards

- CAL TB117
- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood

Quality Control

- Clocks
 - Analog with easily readable number and hands. Digital is not acceptable.
 - Electric or battery operated. Should not be hardwired. The design professional will confirm preference with Library.
- Step Stools
 - Cramer Kik-Step 1001 or equal.
 - Rolled-steel construction holds up to 300 lb. When you step on it, spring-mounted casters retract and lock in place.
 - Non-marking hidden casters. Rubber bumpers edge bumpers.
- Trash and Recycle Receptacles
 - Rubbermaid Slim Jim 3540 or equal
 - Molded plastic with integrated handles
 - 23 or 15 gallons
 - Wire Mesh Trash Receptacles
 - No-snag curled rim
 - Lightweight steel mesh wastebasket with diamond pattern.
 - Solid steel base and baked-on epoxy finish.
 - Contains a minimum of 30% postconsumer recycled content.
 - 5 gallons
- Children's Board Book Baskets
 - Laundry basket size, no taller than 12-15"H

Warranty

- Step Stools
 - o 10-year limited frame warranty

LEED Credit Opportunities

- Level 2 Silver if possible
- Greengard Certified – must comply with current highest environmental standards.

1.3 Products

Materials / Finishes

- Clocks
 - o White face with black lettering, readable from 3'-0" away.
 - o Metal, Wood or Plastic case.
- Step stool
 - o Powder coated metal.
- Plastic Trash or Recycle Receptacles
 - o Color as required by use.
 - o Include appropriate symbol as needed.
- Wire Mesh Trash Receptacles
 - o Baked on epoxy finish.
 - o Silver metal color preferred.
- Children's Board Book Baskets
 - o Wicker, fabric or wood.
 - o The design professional will confirm needs with Library.

Other Material Requirements

- Use Commercial grade products.
- There is a strong preference for natural maple or natural cherry wood tones.
- There is a strong preference for matte silver-toned metal.

1.4 Execution

Typical Type & Location

No.	Description	Location(s)
AC01	Clocks	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Workspaces, Staff Lounge, Service Points, Meeting Spaces
AC02	Step Stools	Adult Public Spaces, Staff Workspaces
AC03	Trash Receptacles	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Workspaces, Staff Lounge, Meeting Spaces
AC04	Recycle Receptacles	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Workspaces, Staff Lounge, Meeting Spaces

AC05	Compost Receptacles	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces, Staff Workspaces, Staff Lounge, Meeting Spaces
AC06	Children's Board Book Baskets	Children's Public Spaces

Additional Information

- The design professional will confirm all accessory needs with Library.

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider location of furniture with regards to amount of sunlight in the location. Some finishes may not hold up as well in strong sunlight.

This page intentionally left blank.

CHAPTER 2

Shelving Standards

The design professional shall take work diligently to ensure optimal pricing for all shelving. Shelving will be procured from group purchasing agreements including U.S. Communities, NJPA, NIPA and CMAS is preferred. The design professional shall research and provide costs for shelving items from a group purchasing agreement.

This page intentionally left blank.

CHAPTER 2 - METAL SHELVING

2.1 Overview

Metal shelving is an important part of the library that houses the library's collections. The majority of the shelving in the library will be metal shelving. There are three primary heights used along with a variety of shelf types to house and display the various collections types. Metal shelving requires wood end panels and on lower heights, a wood canopy. Some locations may use integrated lighting. Integrated lighting is not appropriate for all building locations.



2.2 General

Reference Standards

- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- ANSI/BIFMA

Quality Control

- The design professional is responsible for meeting all current jurisdictional requirements including structural requirements for lateral bracing. Provide SafeStak Library Bureau Steel Shelving or equal. Any newly purchased shelving must be interchangeable between branches.
- All shelving must be uniform for the system and interchangeable.
- End Panels and Canopies, see Wood Shelving Section.

Warranty

- Lifetime warranty or a minimum on 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

2.3 Products

Materials / Finishes

- Sheet Steel: ASTM A366; cold-rolled sheet, commercial quality, Class 1, matte finish, stretcher leveled, free of scale and imperfections, with consistent texture and smoothness.
- Fasteners: Cadmium-plated or zinc-plated steel, manufacturer's standard types and sizes.
- Powder coated metal
 - Preferred color: 340 Almond Commercial
- Wood or Plastic Laminate End Panels and Canopies
 - End Panels should have solid wood edge bands and slatwall panels. See slatwall section

- o Canopies should be on shelving units 66”H and lower

Other Material Requirements

- FSC Certified Wood and Wood Composites
- Any metal colors should be neutral, and approved by the Library.

2.4 Execution

Typical Type & Location

No.	Description	Location(s)
SH01	78”H Metal Cantilever Shelving	Adult Public Spaces, Teen Public Spaces, Staff Workspace
SH02	78”H Magazine Shelves	Adult Public Spaces
SH03	78”H CD Drawers	Adult Public Spaces, Teen Public Spaces
SH04	66”H Metal Cantilever Shelving	Teen Public Spaces, Children’s Public Spaces
SH05	42”H Metal Cantilever Shelving	Adult Public Spaces
SH06	78”H Industrial Shelving	Staff Workspaces

Additional Information

- Any shelving units above 60”H require seismic anchoring, and should meet the current code requirements.
- Design components, joints and connections to withstand most severe possible loading condition, with normal safety factor.
- The design professional will confirm below sizes and components with Library.
- Typical shelving unit width is 36”W
- Standard heights used:
 - o 78”H Shelving Units in Adult Spaces
 - o 48”H Shelving Units in Children’s
 - o Confirm with Library if other heights are needed
- Types of Shelves Used
 - o Conventional Shelves
 - 12” deep typical
 - 10” deep for paperbacks, DVDs, CDs and playaways
 - Staff Workroom should have either 12” cantilever or industrial shelving. The design professional will confirm preference with Library.
 - o Slotted shelves or pull out bins for audiovisual collections.
 - o Hinged Periodical Display Shelf with storage behind.
 - o Newspaper collection should be on slatwall-type display.
 - o Sliding Reference Shelf

- 1 per every 3 shelving units
- Backstops and top panels on all shelves.
- All shelves need to be evenly lit from top to bottom.
- Bottom shelf may be slanted as determined by Library depending on collection housed.
- Freestanding, “regular, old-fashioned” book ends, same color as shelves.
- Special shelving:
 - Micro film cabinets
 - Face out, display shelving for popular, new or rotating/seasonal collections
- End panels and Canopies
 - Should not restrict the accessibility of the aisles between shelving runs.
 - Should cover all metal parts of the shelving unit.
 - Meet Woodwork Institute Custom standards minimum.
 - Be free of sharp edges and corners with a minimum eased edge profile.

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider location of furniture with regards to amount of sunlight in the location. Some locations may require a solution dyed fabric for light fastness.

This page intentionally left blank.

CHAPTER 2 - SLATWALL SHELVING

2.1 Overview

Slatwall shelving, in its various forms, serves to display the Library's special collections and to feature seasonal and new collections. It provides extra display and shelving space in children's, adult and teen section. Slatwall can be used to display magazines, newspapers. It provides display space throughout the shelved collections on end caps and on featured wooden shelving such as gondolas. Slatwall can be placed at full height on walls as well.



2.2 General

Reference Standards

- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- Woodwork Institute
- ANSI/BIFMA

Quality Control

- Core Material for Plastic Laminate:
 - Medium density fiberboard complying with ANSI A 208.2-1986
- Plastic Laminate Slatwall Paneling: Medium density fiberboard with engineered grooves designed to fit standard merchandising fixtures.
 - Fiberboard: 48 pcf density; internal bond strength of 110 psi formaldehyde emission of 0.3 ppm or less; complying with 24 CFR 3280.
 - Panel Size: As required.
 - Thickness: 3/4 inch plus/minus 0.008 inch.
 - Groove Spacing: 4 inches (100 mm) on center, plus/minus 0.015 inch (0.4 mm).
 - Surface Finish: High pressure laminate, 0.03 inch thick, cold press bonded with PVA Type II water resistant adhesive.
 - Surface Color/Pattern: As selected from manufacturer's standard selection.
 - Groove Finish: Reinforced with aluminum full-groove insert, factory installed, in color selected from manufacturer's standard selection (6000 series). Silver toned metal preferred.
- Miscellaneous Acrylic Slatwall Accessories, Clear Solutions or Equal.

Warranty

- For pre-manufactured items, lifetime warranty or a minimum on 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

2.3 Products

Materials / Finishes

- Wood, Wood Veneer or Plastic Laminate Slatwall
 - Slatwall panels should have trim and capping pieces on exposed edges. Solid wood is preferred.
 - There is a strong preference for natural maple or natural cherry wood tones.
- Metal Inserts
 - There is a strong preference for matte silver-toned metal.

Other Material Requirements

- N/A

2.4 Execution

Typical Type & Location

No.	Description	Location(s)
SH01	Slatwall Panels	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
SH02	6" Display Shelf	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
SH03	24" Display Shelf	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces
SH04	Magazine/Newspaper Cascade	Adult Public Spaces, Teen Public Spaces, Children's Public Spaces

Additional Information

- General: Install work as specified in WI "Manual of Millwork", Sections 15, 16, 17 and 18
- Confirm with Library which acrylic accessories are needed.
 - Typical uses are for Newspapers and Literature Handouts
- All shelves need to be evenly lit from top to bottom

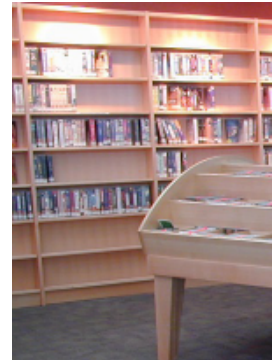
Protection / Cleaning

- Install in strict accordance with manufacturer's instructions, especially in regard to fastening and bracket spacing necessary to achieve optimum capacity.
- Avoid contamination of panel faces with adhesives, solvents, or cleaners; clean as necessary and replace if not possible to repair to original condition.
- Protect installed products until completion of project.
- Touch-up, repair or replace damaged products after Substantial Completion.

CHAPTER 2 - WOOD SHELVING

2.1 Overview

Wood shelving is intended to highlight special areas of the library where books and media displays are desired. It is intended to give a bookstore atmosphere to the display spaces. Freestanding display shelving provides flexibility to change the space as needs or wants arise.



2.2 General

Reference Standards

- SMaRT Sustainable Silver 41-60 minimum
- Level Certification: Level 2 minimum
- FSC Certified Wood
- Woodwork Institute
- ANSI/BIFMA

Quality Control

- Hardwood Lumber for Transparent Finish: Premium Grade Select, meeting the requirements of WI Manual of Millwork, Section 4.
 - Comply with WI Manual of Millwork, Section 25. Finish grade shall match cabinet grade.
 - Comply with WI Manual of Millwork, Section 5 for sanding, filling, sealing concealed surfaces, and similar preparations.
 - Transparent Finish: WI Finish System #2, water-reducible acrylic lacquer.
- Hardwood Veneer for Transparent Finish: Premium Grade, meeting the requirements of WI Manual of Millwork, Section 6, slip match and running match cut.
- Hardwood Veneer Faced Cabinets: Fabricate cabinets to meet WI Construction Style A Frameless, Construction Type I or II. Provide finished end panels of either applied panels or integral members on exposed ends of cabinets. Close gaps at walls with filler panels not to exceed 1-1/2 inches wide.
 - Semi-Exposed Surfaces: Finish semi-exposed surfaces of open cabinets to match exposed surfaces.
 - Shelves: Comply with WI Manual of Millwork and Technical Bulletin 435 for 50 pound per square foot load test.
- Plastic Laminate Countertops: Custom Grade in accordance with WI Section 16, plastic laminate covered, including square butt top to splash joints, exposed edges and ends self-edged
- Adjustable Seismic Shelf Support: Provide the following basis for design product or equal product approved according to Section 01600.
 - Hafele; 282.24.721

Warranty

- For pre-manufactured items, lifetime warranty or a minimum on 10-12 years replacement parts.

LEED Credit Opportunities

- Level 2 Silver
- Greengard Certified – must comply with current highest environmental standards.

2.3 Products

Materials / Finishes

- Wood Shelving, Gondolas, Browsers
 - There is a strong preference for natural maple or natural cherry wood tones.
- Wood, Wood Veneer or Plastic Laminate Canopies
 - Canopies are used on shelving units 66”H or lower and gondolas.
- Metal Glides
 - Use glides on mobile pieces only.

Other Material Requirements

- FSC Certified Wood.
- There is a strong preference for natural maple or natural cherry wood tones.

2.4 Execution

Typical Type & Location

No.	Description	Location(s)
SH01	84”H Wood Display Shelving	Adult Public Spaces, Teen Public Spaces, Children’s Public Spaces
SH02	59”H Wood Gondola	Adult Public Spaces, Teen Public Spaces, Children’s Public Spaces
SH03	59”H Slatwall Pyramids	Children’s Public Spaces
SH04	CD Browser	Adult Public Spaces, Teen Public Spaces, Children’s Public Spaces
SH05	36”H Picture books	Children’s Public Spaces

Additional Information

- General: Install work as specified in WI "Manual of Millwork", Sections 15, 16, 17 and 18.
- Wood Shelving Types:
 - 78”H Slanted wood Shelving
 - 59”H Gondolas
 - 59”H Slatwall Pyramid
 - 48”H CD Browser
 - 36”H Picture Books Shelving with Slatwall above to 7’-0”H AFF. See Slatwall section.
- All shelves need to be evenly lit from top to bottom.

Protection / Cleaning

- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants, sealers, etc.
- Ease of ability to clean and repair finishes or parts should be considered.
- Consider location of furniture with regards to amount of sunlight in the location. Some locations may require a solution dyed fabric for light fastness.

This page intentionally left blank.

CHAPTER 3

Signage Standards

When selecting new shelving for the library, begin by reviewing the available options on the following Group Purchasing Agreements: U.S. Communities, NJPA, NIPA and CMAS. This will allow SCPL to take advantage of the economies of scale available to them.

This page intentionally left blank.

CHAPTER 3 - EXTERIOR SIGNAGE: BUILDING TITLE & ADDRESS

1.1 Overview

Exterior building title and address signage is mounted on a prominent area of the building at or near the main entrance. The building title and address should also be lit for maximum visibility at night.



1.2 General

Reference Standards

- California Building Code (CBC).
- State of California, County, and Local Fire Codes.
- Local Sign Ordinances as applicable. Each jurisdiction must meet their respective standards.

Quality Control

- Exterior signage must be designed to complement and reflect the architectural character of the building.
- Care must be taken so signs do not block windows, create glare or reflections, obstruct sight-lines into spaces, or cast shadows from light fixtures.
- Exterior signage must comply with local Sign Ordinances.
- The building address size and visibility must comply with the state, county, and local Fire Codes.

Warranty

- Minimum 5-year warranty on paint, mounting hardware, lighting elements, and adhesive.

LEED Credit Opportunities

- LED lighting elements.

1.3 Products

Materials / Finishes

- Exterior signage must be painted or fabricated with glare-free materials.
- Exterior signage must be fabricated to withstand a wide variety of weather conditions.
- Metal signage and lettering must be carefully selected to withstand the corrosive effects of salt water and ocean weather.
- Copper is expensive, attractive to thieves, and should not be used.
- Lighting elements should be used to improve sign visibility.
- Background graphics or images should not interfere with readability.

1.4 Execution

Typical Type & Location

Description	Location(s)
Building Title	Main Entrance
Address	Main Entrance

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system. No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered. Signage design, location, and installation should contain measures to minimize opportunities for theft or vandalism.

Additional Information

- The Building Title must be the name of the library's local jurisdiction, with "Branch Library" below the Title e.g.

Scotts Valley
Branch Library

CHAPTER 3 - EXTERIOR SIGNAGE: MONUMENT SIGN

1.1 Overview

Exterior Monument signage is installed near or at the street to identify buildings set back from the street, and is commonly referred to as a “Monument” sign.

Monument signs should have the name of the building, the building address, the logo, and an “Open/Closed” status sign.



1.2 General

Reference Standards

- California Building Code (CBC).
- State of California, County, and Local Fire Codes.
- Local Sign Ordinances as applicable. Each jurisdiction must meet their respective standards.

Quality Control

- Exterior signage must be designed to complement and reflect the architectural character of the building.
- Care must be taken so monument signs do not obstruct traffic sight-lines, create glare or reflections, impede pedestrian paths-of-travel, or create sleeping or hiding places.
- Exterior signage must comply with local Sign Ordinances.
- The building address size and visibility must comply with the State of California, County, and Local Fire Codes.

Warranty

- Minimum 5-year warranty on paint, mounting hardware, lighting elements, and adhesive.

LEED Credit Opportunities

- LED lighting elements.

1.3 Products

Materials / Finishes

- Exterior signage must be painted or fabricated with glare-free materials.
- Exterior signage must be fabricated to withstand a wide variety of weather conditions.
- Metal signage and lettering must be carefully selected to withstand the corrosive effects of salt water and ocean weather.
- Lighting elements should be used to improve sign visibility. Background graphics or images should not interfere with readability.

1.4 Execution

Typical Type & Location

Description	Location(s)
Building Title	Monument sign
Address	Monument sign
Logo	Monument sign

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage design, location, and installation should contain measures to minimize opportunities for theft or vandalism.

CHAPTER 3 - EXTERIOR SIGNAGE: BOOK RETURN, COMMUNITY ROOM

1.1 Overview

Exterior Book Return and Community room signage is used to designate specialized areas or entrances, such as community meeting rooms, book returns, etc.



1.2 General

Reference Standards

- California Building Code (CBC).
- State of California, County, and Local Fire Codes.
- Local Sign Ordinances as applicable. Each jurisdiction must meet their respective standards.

Quality Control

- Exterior signage must be designed to complement and reflect the architectural character of the building.
- Care must be taken so signs do not block windows, create glare or reflections, obstruct sight-lines into spaces, or cast shadows from light fixtures.
- Exterior signage must comply with local Sign Ordinances.

Warranty

- Minimum 5-year warranty on paint, mounting hardware, lighting elements, and adhesive.

LEED Credit Opportunities

- LED lighting elements.

1.3 Products

Materials / Finishes

- Exterior signage must be painted or fabricated with glare-free materials.
- Exterior signage must also be fabricated to withstand a wide variety of weather conditions.
- Metal signage and lettering must be carefully selected to withstand the corrosive effects of salt water and ocean weather.
- Lighting elements may be used to improve sign visibility.

1.4 Execution

Typical Type & Location

Location	Message/Name
Book return	Returns
Return slot: book-specific	Books
Return slot: media-specific	Audio-Visual

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage design, location, and installation should contain measures to minimize opportunities for theft or vandalism.

Additional Information

- Each library should be consulted about, and consider opportunities for bilingual signage.

CHAPTER 3 - INTERIOR SIGNAGE: AREA IDENTIFICATION

1.1 Overview

Area Identification signage is used to identify and designate sections or areas of reference or interest, which subcategories may be further organized.

Since sections of the library are often moved or reorganized, Area Identification signage must be designed so its message(s) can be easily changed.



1.2 General

Reference Standards

- California Building Code (CBC).

Quality Control

- Since Area Identification signage is typically mounted in or hung from ceilings, signs should not be smaller than 12" h x 36" w.
- Successful readability and visibility of Area Identification signage depends heavily on the use of placement, color, and contrast. Care must be taken so signs do not block windows, create glare or reflections, obstruct sight-lines into spaces, or cast shadows from light fixtures.
- Overhead signage must be mounted at least 80" AFF.

Warranty

- Minimum 5-year warranty on paint, mounting hardware, lighting elements, and adhesive.

LEED Credit Opportunities

- Use recycled acrylic (3Form or equivalent).

1.3 Products

Materials / Finishes

- Area Identification signs must be painted or fabricated with glare-free materials.
- Flat-cutout (FCO) letters may be used to enhance readability.
- Lighting elements may be used to improve sign visibility.
- Backgrounds graphics or images should not interfere with readability.
- Vinyl lettering may be used to reduce fabrication costs.

1.4 Execution

Preferred Naming For Typical Locations

Where the following areas occur, the following names should be used:

Area/Location	Preferred Name
Teens' reading room	Teen'scape, Teens' Reading Lounge
Children's storytime/reading room	Kidspot
Main reading room	The Commons
Study room(s)	Study Room
Magazines	Magazines
Newspapers	Newspapers
Magazines and newspapers	Magazines & Newspapers
Fiction stacks/adult	Adult Fiction
Fiction stacks/general	Fiction
Nonfiction stacks/adult	Adult Non-Fiction
Nonfiction stacks/general	Non-Fiction
Self-checkout	Express Checkout
Holds and reserves	Holds
Friends of the Library	Friends' Corner
Children's stacks	Children's Books
Teens' stacks	Teen Books
CDs, DVDs, etc.	Media
Information/Help desk	Ask Here OR Library Help (<i>Final decision to be confirmed with the Library</i>)
Book return	Returns
Return slot: book-specific	Books
Return slot: media-specific	Audio-Visual

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage should not be susceptible to damage from casual use or vandalism.

Additional Information

- Each library should be consulted about, and consider opportunities for bilingual signage.

This page intentionally left blank.

CHAPTER 3 - INTERIOR SIGNAGE: RESTROOM IDENTIFICATION

1.1 Overview

Restroom Identification signs are mounted to restroom doors and identify the restroom as a men's, women's, or unisex restroom. Restroom Identification Signage must meet State and Federal requirements for materials, finishes, readability, size, mounting location, and messaging.



1.2 General

Reference Standards

- Americans with Disabilities Act (ADA).
- California Building Code (CBC).
- California Title 24.

Quality Control

- All Restroom Identification signage must comply with ADA, CBC, and Title 24 as required.
- Signage for Universal Access (UA) restrooms must contain the ISA (International Symbol of Accessibility).

Warranty

- Minimum 5-year warranty on paint and adhesive.

LEED Credit Opportunities

- Use recycled acrylic (3Form or equivalent).

1.3 Products

Materials / Finishes

- Restroom sign must have sufficient contrast to the door upon which the sign is mounted.
- ISA
 - May be produced with vinyl, acrylic photopolymer, Rowmark, or other rout-in-place process.
 - Icon must have sufficient contrast to background.
- Background
 - Must be a plain field and free of graphics or images.

1.4 Execution

Typical Type & Location

Description	Location(s)
Men's Restroom	12" triangle mounted to restroom door.
Women's Restroom	12" diameter circle mounted to restroom door.
Unisex Restroom	12" diameter circle with inset triangle mounted to restroom door.

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage should not be susceptible to damage from casual use or vandalism.

CHAPTER 3 - INTERIOR SIGNAGE: ROOM IDENTIFICATION

1.1 Overview

Room Identification signage identifies rooms or spaces accessed through a door. Room Identification Signage must meet State and Federal requirements for materials, finishes, readability, size, mounting location, and messaging.



1.2 General

Reference Standards

- Americans with Disabilities Act (ADA).
- California Building Code (CBC).
- California Title 24.

Quality Control

- All Room Identification signage must comply with ADA, CBC, and Title 24 as required.
- All Room Identification signage must have clearly legible lettering and Grade II Contracted Braille.
- Signs mounted on glass must have a vinyl backing applied to the glass to hide adhesive.

Warranty

- Minimum 5-year warranty on paint, tactile lettering, Braille, and adhesive.

LEED Credit Opportunities

- Use recycled acrylic (3Form or equivalent).

1.3 Products

Materials / Finishes

- Room identification signs must have sufficient contrast to the wall upon which the sign is mounted.
- Tactile Lettering
 - May be produced with acrylic photopolymer, Rowmark, or other rout-in-place lettering.
 - Lettering must have sufficient contrast to sign background.
- Background
 - Must be a plain field and free of graphics or images.

1.4 Execution

Typical Type & Location

Description	Location(s)
Room Identification	Entrances to rooms with doors: restroom entrances, staff-only entrances, quiet reading rooms, computer labs, etc.

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage should not be susceptible to damage from casual use or vandalism.

CHAPTER 3 - INTERIOR SIGNAGE: STACK IDENTIFICATION

1.1 Overview

Stack Identification signage identifies stacks and the materials contained therein. Stack Identification signage typically displays the stack number, and a letter designation for either side of the stack. Stack Identification signs also have a slot in which a printed insert may be displayed so librarians can add, remove, or change information about the materials on the shelves.



1.2 General

Reference Standards

- California Building Code (CBC).

Quality Control

- Stack Identification signage must comply with the CBC as required.
- Stack Identification signage must have clearly legible lettering.
- Stack Identification signage should be designed with tamper-proof measures for inserts printed and installed by the librarians.

Warranty

- Minimum 5-year warranty on paint, tactile lettering, Braille, and adhesive.

1.3 Products

Materials / Finishes

- Stack Identification signs may be fabricated from non-glare acrylic with subsurface vinyl lettering and paint.
- Backgrounds should be a plain field and free of graphics or images.

1.4 Execution

Typical Type & Location

Description	Location(s)
A 1 B – A 30 B	Stack end, both sides.

Protection / Cleaning

- All signage should be easily cleaned and require the same type of cleaning system.
- No special cleaning or cleaners should be required of any materials or finishes.
- Finishes should not require special maintenance such as reapplication of stain repellants or sealers.
- Ease of ability to clean and repair finishes or parts should be considered.
- Signage should not be susceptible to damage from casual use or vandalism.

Additional Information

- Stack end signs are typically applied to both ends of a stack.
- Stack end signs must be designed to contain a custom paper insert.
- Inserts must be designed so librarians can create their own inserts without the use of special software. No use of proprietary software except Microsoft Word or its equivalent.

CHAPTER 3 - EXTERIOR & INTERIOR SIGNAGE: TYPEFACE

1.1 Overview

To establish a uniform look and improve way finding throughout the library, all signage should use one typeface. Typefaces have varying weights (Light, Medium, Bold, etc.) for establishing hierarchies of information.

Santa Cruz Public Library
Santa Cruz Public Library
Santa Cruz Public Library
Santa Cruz Public Library
Santa Cruz Public Library
Santa Cruz Public Library

1.2 General

Reference Standards

- Americans with Disabilities Act (ADA).
- California Building Code (CBC).
- California Title 24.

Quality Control

- Typeface usage and applications must comply with the ADA, CBC, and Title 24 as required.
- One typeface should be used for all signage.
- Typefaces must work on both Macintosh and PC.
- Different weights of one typeface may be used to organize and establish a hierarchy of information.
- The typeface must be purchased and licensed for use by the Library.
- Free or counterfeit typefaces must not be used.

1.3 Products

Software

- Typeface: Kievit
- OpenType (Cross-platform)

This page intentionally left blank.

Appendix

Definitions

The following section is intended to be a glossary to define terms related to furniture, shelving and signage that may not be familiar to the reader.

This page intentionally left blank.

DEFINITIONS

Term	Definition
ADA	Americans with Disabilities Act Establishes federal standards and specifications to ensure people with disabilities are provided with access.
ADULT PUBLIC SPACES	Spaces primarily for adult use, but can be used by any patron; includes programmatic spaces such as Technology Labs and Areas, “Living Room” Spaces with magazines and newspapers, Quiet Reading Areas, Stack Areas (for New Books, Languages, Fiction, Non-Fiction, Reference), Cafes, Open Seating and Reading areas adjacent to these places.
BIFMA	BIFMA or Business and institutional Furniture Manufacturers BIFMA sponsors the development of safety and performance standards, provides industry statistics and forecasts, advocates for regulatory conditions that foster value and innovation, and serves as a forum for member cooperation and collaboration.
CBC	California Building Code Part 2 of the California Building Standards Code which defines Architectural requirements including fire and life safety, accessibility and structural requirements.
CHILDREN’S PUBLIC SPACES	Spaces primarily for use by children and their families, but can be used by any patron; includes programmatic spaces such as Technology Areas, Family Place/Storytelling, Homework Centers, Craft/Maker Spaces, Stack Areas (for Picture Books, Children’s Fiction, Children’s Non-Fiction, etc.), Open Seating and Reading areas adjacent to these places.
FRIENDS OF THE LIBRARY AREA	Friends of the Library benefit library services by expanding resources and extended library capacity through fundraising, library promotion/marketing, volunteerism, program support and advocacy. The Friends of the Library space should support these activities including space for book sales, donations and workspace. This space can be for public or staff use depending on the function.
FSC CERTIFIED WOOD	FCS or Forrest Stewardship Council supports environmentally appropriate, socially beneficial and economically viable management of the world's forests. FSC promotes responsible forest management by evaluating and accrediting certifiers, by encouraging the development of national and regional forest management standards, and by providing public education and information about independent, third-party certification as a tool for ensuring that the world's forests are protected for future generations.
LEED	LEED or Leadership in Energy and Environmental Design Developed and administered by the USGBC, LEED is the accepted benchmark in North America for the design, construction and operation of high performance green

	buildings. LEED gives building owners and operators the tools they need to have an immediate and measurable impact on their buildings' performance.
LEVEL	level® is the multi-attribute, sustainability standard and third-party certification program for the furniture industry. It has been created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. Taking into account a company's social actions, energy usage, material selection and human and ecosystem health impacts, level addresses how a product is sustainable from multiple perspectives.
MEETING SPACES	Spaces primarily used for meetings. Can be for public use or staff use or both. Includes large meeting spaces and smaller spaces that are for small group study.
TEEN PUBLIC SPACES	Spaces primarily for teen use, but can be used by any patron; includes programmatic spaces such as Technology Labs and Areas, Study Rooms, Cafes, Open Seating and Reading areas adjacent to Young Adult Collections
SMART	SMaRT or Sustainable Materials Rating technology. A set of consensus-based sustainable product standards that cover 80% of the world's products—including building products, fabric, flooring and carpet. SMaRT is to products what LEED® is to buildings.
STAFF LOUNGE	Staff-use space for breaks and meetings, including bathrooms, lockers, kitchen, tables and seating.
TITLE 24	Title 24 of the California Code of Regulations. Also referred to as the California Building Standards Code.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: December 16, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: **MEMORIAL ROCK AT SILTANEN PARK**

SUMMARY OF ISSUE

In May, Girl's Softball placed a memorial rock with an engrave plaque dedicating Siltanen Park's Field #2 to the memory of former girls softball coach Mike Shaffer. This memorial was placed without going through the normal approved process.

The Recreation Division Manager has since received an application for the memorial and it was reviewed at the September Parks and Recreation Commission meeting. After discussion, the Commission recommended this item go to City Council for approval as the wording on the plaque is not consistent with other memorial plaques and benches throughout the City parks. Typically a plaque or engraving would consist of the person/organization name, in memory of, and /or dates. This particular plaque included military history and dedicated the field to Mike's memory. The plaque reads as follows:

THIS FIELD IS DEDICATED TO THE MEMORY OF
Michael "Big Mike" Anthony Shaffer
December 21, 1971-August 25, 2014

Mike coached for the Scotts Valley Girls Softball League, and the 8U "Trouble" comp team. He taught his players to understand the strategy behind the game and wanted to instill a love and respect for the game. Most of all, he wanted the girls to have fun playing!

Mike was a paratrooper in the
82nd Airborne Division, B Company, 2/504
and a Gulf War Combat Veteran.
"Strike Hold"

FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

Approve memorial as is with current plaque/field dedication or provide staff with alternative direction to make the memorial consistent with other memorials in City parks.

AGENDA ITEM 6
DATE: 12-16-15

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: December 16, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: Review of Continuation of Rebate Program for Water Efficient Fixtures

SUMMARY OF ISSUE

At the request of Council Member Reed the City Council considers the continuation of the rebate program for water efficient fixtures annually. Council has reviewed the program in prior years and decided to continue the program. The following information is for Council's review and consideration of the rebate program for the upcoming year.

In January 2008 Council approved matching the Water District's rebate program for water efficient fixtures (low flush toilets and side-loading washing machines). The initial rebate is managed by the Scotts Valley Water Department. The City's rebate is secondary to the Water District's and is limited to the lesser of the rebate amount or the remaining eligible cost of the fixture after the Water District's rebate amount. The rebate is paid from the Wastewater Fund because less water being treated means lower costs at the Treatment Plant. The Water Department reduced their rebate amount by half effective July 1, 2010; therefore, the City's rebate match was also reduced. This accounts for the reduction in fiscal year 2010-11 below.

In April 2014, the Water District Board approved the Water Conservation Program for Summer of 2014 designed to help obtain a goal of 20% reduction in potable water use through rebates and a community outreach partnership program with Ecology Action. With the new program, the Water District proposed handling the purchase and installation for the resident. In June 2014 the Council agreed to change the City's participation in the rebate program to reimburse the District for the same dollar (\$100) but to pay it to the District as they were covering the cost for the resident. This "direct install" program by the Water District was only for the 2014-15 fiscal year. Council limited the total rebate to \$25,000 for fiscal year 2014-15.

Below are the amounts that the City has paid in rebates.

<u>Fiscal Year</u>	<u>Rebate Amount</u>
2007-08 (six months)	\$10,604
2008-09	33,200
2009-10	37,565
2010-11	18,507
2011-12	10,356
2012-13	12,547
2013-14	13,616
2014-15	25,000
2015-16 (July – Nov)	4,085

There were 266 installations with the direct install program last fiscal year

FISCAL IMPACT

The rebate amounts are paid from the Wastewater Fund.

STAFF RECOMMENDATION

That Council provide direction as to the continuation of the rebate program for water efficient fixtures.