



A G E N D A

Meeting of the Scotts Valley City Council

Date: February 4, 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 1-30-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Dene Bustichi, Mayor Donna Lind, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Jim Reed, Council Member	City Staff Members Steve Ando, City Manager Kirsten Powell, City Attorney Corrie Kates, Community Dev Dir/Deputy City Mgr Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

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

Interjurisdictional Committees:

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

Standing Local Committees:

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

Project Specific Committees:

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

A. Approve City Council meeting minutes of 1-21-15

- B. Approve check register – 1-26-15, 1-16-15
- C. Collado Homes, 364 Collado Drive, APN 021-131-13:
 - (1) Approve Resolution No. 1809.2 approving the final map at 364 Collado Drive, APN 021-131-13; and
 - (2) Approve Resolution No. 960.80 authorizing the execution of the Subdivision Agreement for Collado Homes.

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. Consideration of Resolution No. 1847.2 granting consent to the County of Santa Cruz to renew the Santa Cruz County Tourism Marketing District (TMD)
(CityManager/Ando)

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

- 2. Consideration of purchase agreement, promissory note, and deed of trust for sale of property on Erba Lane, APN 022-481-18 (CityManager/Ando)
 - Open public hearing
 - Close public hearing
 - Approve Resolution No. 1899

REGULAR AGENDA

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

- 3. Presentation from Girl's Softball representatives and consideration of Girl's Softball Field improvements (Recreation/Ard)
- 4. Consideration of Parks & Recreation Commission recommendations regarding park projects (Recreation/Ard)
- 5. Appointments to interjurisdictional, standing local, and project specific committees (Mayor/Bustichi)
- 6. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT:

- (1) Conference with labor negotiator re employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association
Legal Authority: Govt Code section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager, Police Chief
- (2) Conference with legal counsel regarding existing litigation.
Legal Authority: Govt Code Section 54956.9a
Name of Case: City of Scotts Valley vs. County of Santa Cruz, et al
Case No. CIV467230 San Mateo County Superior Court and
Case No. A126357 Court of Appeal, First District
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager
- (3) Conference with legal counsel regarding existing litigation.
Legal Authority: Govt Code section 54956.9a
Name of Case: City of Scotts Valley vs. County of Santa Cruz, et al
Case No. CV177221
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager
- (4) City Manager Performance Evaluation
Legal Authority: 54957
Staff Present: City Manager, 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; 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.

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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City of Scotts Valley

INTEROFFICE MEMORANDUM

DATE: February 4, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: **PARK PROJECTS USING DEVELOPMENT IMPACT FEES**

SUMMARY OF ISSUE

A variety of needs at City parks have been brought forth to City staff and the Parks and Recreation Commission. In October 2014, the Parks and Recreation Commission considered those needs and determine the following improvements are desirable.

Siltanen Park and the tennis courts at Skypark each need an ADA drinking fountain. All other parks have one. At Siltanen, staff is requesting a fountain that has a faucet for dogs since there are several people with dogs that frequent the park. A picture is provided.

Doug Evers with Proactive Risk Management conducted a playground inspection in March 2014. He noted that the City needs signage at the play structures recommending supervision, age range, and cautionary statements for drawstrings and hot surfaces. A picture of a sign has been provided. In addition, Doug noted the need for ADA ramps to allow wheelchair access into the play structure areas, and transfer platforms to allow access onto the actual structure.

In October, local high school student Ben Lemus and his mother Laura, presented a video Ben had prepared about the need to provide shade for skaters at the skatepark. The Parks and Recreation Commission has been supportive of this project but funding was not available. A full size cantilever shade structure would be placed over the existing bleachers between the skatepark and dog park. This would shade the bleacher area and cast a shadow which would provide shade onto the skatepark. Ben will be at the meeting to present to Council. A picture is provided.

The Parks and Recreation Commission made a motion recommending that the City Council approve the following park projects which could be completed using Development Impact Fees. The balance in this fund is approximately \$468,000.00 to be used for the purpose of constructing or improving approved parks within the City.

- | | |
|------------------------------------|--|
| • 2 ADA Drinking Fountains | \$10,356.80 |
| • 8 Playground Signs | \$ 2,568.50 |
| • ADA Ramps and Transfer Platforms | \$10,337.56 (plus \$7,000.00 Lennar funds) |
| • Skatepark Shade Structure | <u>\$23,243.75</u> |
| | \$46,506.61 |

ADA Drinking Fountains – Installation will be done by City staff.

One at the Skypark Tennis Courts

One at Siltanen Park, includes a doggie faucet

Playground Signs – Installation done by City staff.

Eight Playground Signs: Hocus Pocus (3), Skypark (4), MacDorsa (1)

ADA Ramps and Transfer Platforms – Labor by Ross Recreation, included in cost.

\$7000.00 of the Lennar monies was approved at the August 20, 2014 City Council meeting for this purpose. Given the restrictions on the use of Development Impact Fees, Council could consider using these funds for the entire cost of ADA ramps and transfer platforms instead of Lennar monies.

Two ADA Transfer Platforms with approved surfacing: Skypark, Hocus Pocus

Two ADA Ramps with approved surfacing: Skypark, Siltanen

Skatepark Shade Structure at Skypark – Engineering fees and labor by Ross Recreation, included in cost.

One 30-ft x 20-ft Cantilever Fabric Shade Structure. 12-ft high and with CA Fire Marshall approved fabric.

FISCAL IMPACT

The Development Impact Fees has a cash balance of approximately \$468,000.

\$46,506.61 to be paid from Development Impact Fees.

- | | |
|------------------------------------|--|
| • 2 ADA Drinking Fountains | \$10,356.80 |
| • 8 Playground Signs | \$2,568.50 |
| • ADA Ramps and Transfer Platforms | \$10,337.56 (plus \$7,000.00 Lennar funds) |
| • Skatepark Shade Structure | \$23,243.75 |

STAFF RECOMMENDATION

1. Staff supports the recommendation by the Parks and Recreation Commission and requests direction from Council on the proposed improvements.
2. Provide direction on funding source for ADA Ramps and Transfer Platforms.

TABLE OF CONTENTS

	<u>PAGE</u>
Drinking Fountain Picture	3
Playground Sign Picture	3
Skatepark Shade Structure Picture	3



City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 4, 2015
TO: Honorable Mayor and City Council
FROM: Tracy A. Ferrara, City Clerk
SUBJECT: **APPOINTMENTS TO INTERJURISDICTIONAL, STANDING LOCAL,
AND PROJECT SPECIFIC COMMITTEES**

SUMMARY OF ISSUE

Annually the newly appointed Mayor will select individual Council members to serve on interjurisdictional, standing local, and project specific committees.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

The Mayor will provide his appointments at this meeting in order to maintain ongoing City representation at upcoming meetings on the various committees.

TABLE OF CONTENTS

PAGE

List of Committees 2

COMMITTEES

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/ViceMayor)
✓ Sign Subcommittee	(Aguilar/Lind)
✓ Green Building Permit Process Subcommittee	(Lind/Reed)
✓ ADA Accessibility Committee	(Aguilar)

Project Specific Committees:

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

MINUTES

CONSENT AGENDA ITEM A
DATE: 2-4-2015

Meeting of the Scotts Valley City Council

Date: January 21, 2015

POSTING:

The agenda was posted on 1-16-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

Mayor Bustichi
Vice Mayor Lind
Council Member Johnson
Council Member Reed

City Manager Ando
City Attorney Powell
Comm Dev Dir/Deputy City Mgr Kates
Public Wks Director Hamby
Police Chief Weiss
Senior Planner Fodge
City Clerk Ferrara

Absent: Council Member Aguilar

COMMITTEE REPORTS

VM Lind reported that the Criminal Justice Council met and there are grant monies that have been received by the County to develop a sobering center that would benefit the community, police departments, and the jail facility.

CM Reed reported that the Library JPA Board met and received a report on a library poll regarding a possible ballot measure for capital improvements in 2015. He reported that the Board has decided to reconsider options for 2016.

CM Johnson reported that he attended a Library JPA Board meeting where a discussion was held regarding the succession of the Library Director position with the retirement of Library Director Teresa Landers in July of 2015.

CM Johnson reported that as a representative of the Santa Cruz County Regional Transportation Commission he attended the ribbon cutting and dedication celebrating the official opening of the Arana Gulch Multi-Use Trail Project at the Frederick Street entrance on January 14, 2015.

Mayor Bustichi reported that the Santa Cruz Metropolitan Transit District Board (SCMTD) met, and after the November 2014 election, they have six new board members. He reported that the SCMTD continues to work on their facilities on Highway 9, and they are working on filling their Facilities Manager position that is vacant following a retirement.

Mayor Bustichi reported that the City Select Committee meeting met with the newly elected Mayors, and discussed a variety of issues including looking at solar permit consistency and streamlining throughout the County for all jurisdictions.

CITY MANAGER REPORT

- I attended a Parks and Recreation Advocates board meeting last week on Tuesday. The Advocates approved funding for two "Movies in the Park" this year in May and October. They run about \$1,500 each, so total funding is \$3,000. Last October was the first movie and it was a huge success with about 600 people in attendance. I will let you know once the movie for May has been selected.
- We had an emergency storm water repair take place last week on Granite Creek Road near the city limits by Lauren Circle. A 2-ft diameter storm drain pipe collapsed undermining the roadway. Construction crews replaced the entire pipe crossing under Granite Creek Road.
- I met with Donna Lind and Scott Hamby yesterday to discuss AB 1826. This bill requires a commercial business to arrange recycling services for organic waste by January 2017 for our area. Scott will come to Council in the near future to discuss working with the Integrated Waste Management Local Task Force to come up with an RFP to provide these services. If Scotts Valley participates in developing this RFP, we would be under no obligation to contract with any company because of it. Scott will also be talking with representatives of Green Waste Recovery who currently provides our solid waste disposal services.
- A week ago Monday the League of California Cities hosted a webinar with the Principal Program Budget Analyst from the State Department of Finance discussing the Governor's budget proposal as it relates to the RDA dissolution process. They are trying to make the process more streamlined because starting July 1, 2016, there will no longer be one Oversight Board for each successor agency, but only one Oversight Board per county. To decrease the burden on the one Oversight Board reviewing/approving all successor agency ROPS, they will be going to an annual ROPS with the first one due February 1, 2016. And, under certain conditions, a successor agency could file a "Last and Final" ROPS whereby all of the obligations are agreed to by the State and the County would make all of the payments in the future. The State and Oversight Board would no longer need to approve future ROPS.

PUBLIC COMMENT

No one came forward.

ALTERATIONS TO CONSENT AGENDA

CM Reed requested that Item C be moved to the regular agenda for discussion.

M/S: Reed/Lind

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

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

Consent Agenda:

- A. Approve City Council meeting minutes of 12-17-14
- B. Approve check register – 12-22-14
- C. Approve and ratify Council Member Jim Reed's appointment of Marci-Beth Maple to the Parks & Recreation Commission to replace Wendy Brannan
- D. Ratify the attached Agreement for Professional Services between the City of Scotts Valley and Bowman & Williams, designating Joel F. Ricca, RCE 53588, Principal Engineer for Bowman & Williams Consulting Civil Engineers, to perform the duties of Acting City Engineer on behalf of the City

**ALTERATIONS TO
REGULAR AGENDA**

M/S: Reed/ Johnson

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

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

REGULAR AGENDA

- C. **Approve and ratify Council Member Jim Reed's appointment of Marci-Beth Maple to the Parks & Recreation Commission to replace Wendy Brannan**

CM Reed thanked Wendy Brannan for her many years of service and dedication to the Parks & Recreation Commission. He also welcomed Marci-Beth Maple to the Commission.

M/S: Reed/Lind

To approve and ratify Council Member Jim Reed's appointment of Marci-Beth Maple to the Parks & Recreation Commission to replace Wendy Brannan.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

- 1. **Consider approval of Reimbursement Agreement for Building Inspection, Plan Check, Civil Engineering, and Other Services between the City of Scotts Valley and 1440 DEVCO, LLC and authorize the City Manager to execute the agreement**

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

M/S: Johnson/Reed

To approve the Reimbursement Agreement for Building Inspection, Plan Check, Civil Engineering, and Other Services between the City of Scotts Valley and 1440 DEVCO, LLC and authorize the City Manager to execute the agreement.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

2. **Consider approval of Resolution No. 1898 preventing U-turns for northbound traffic on Scotts Valley Drive at Oak Creek Boulevard**

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

M/S: Lind/Johnson

To approve Resolution No. 1898 preventing U-turns for northbound traffic on Scotts Valley Drive at Oak Creek Boulevard and direct staff to install appropriate signage.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

PUBLIC HEARINGS

3. **Consideration of Urgency Ordinance No. 16.133.2 extending the adopted Urgency Ordinance establishing a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive, for a one year period, to allow more time to research issues and return to the City Council with recommendations**

SP Fodge presented the written staff report and responded to questions from Council.

Mayor Bustichi stated that in previous meetings regarding this subject he had recused himself from voting on this item because he had a potential financial interest; however, he no longer has that interest, so he will be voting on this item.

Mayor Bustichi and CM Reed expressed concerns about the time that has passed to date with no action on this item, and they do not feel comfortable extending this for a year.

CM Johnson recommended a six-month extension.

PUBLIC HEARING OPENED - 6:45 PM

No one came forward.

PUBLIC HEARING CLOSED - 6:45 PM

M/S: Johnson/Lind

To approve Urgency Ordinance No. 16.133.2 extending the adopted Urgency Ordinance establishing a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive, for a six month period, to allow more time to research issues and return to the City Council with recommendations, and waive the reading thereof.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

4. ***Continued from Regular City Council Meeting of 12-17-14: Consideration of a Mitigated Negative Declaration and Minor Land Division to divide a vacant 15-acre lot into four lots for future residential construction, and Design Review to create cuts of 2H:1V, allow private access road slopes between 15.1% - 20%, and a private access road width of 20 feet in the Rural Residential (R-R-2.5) zone, Timber Ridge Lane, APN 024-021-26***

SP Fodge presented the written staff report and responded to questions from Council.

M/S: Lind/Reed

To approve Resolution No. 1897 certifying mitigated negative declaration (MND05-001 for the "Gerald Smith Trust" 4-lot subdivision to create four lots for future single-family residential construction on a vacant 17.16-acre parcel located off Santa's Village Road, APN 024-021-26. Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

M/S: Johnson/Reed

To approve Resolution No. 1897.1 approving minor land division MLD13-001 and design review DR14-008 to create four (4) lots for future single-family residential construction and to allow 1) cuts/fill of 2H:1V, 2) private access road slopes of 15.1% - 20%, and 3) 20 feet wide private access roads on a vacant 15-acre parcel located on Timber Ridge Lane, APN 024-021-26.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

REGULAR AGENDA

(Resumed)

5. Future Council agenda items

Mayor Bustichi requested a future agenda item to discuss expansion of sewer service to Manana Woods, Apple Valley, and other surrounding areas.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:06 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54957.6, the City Council met in closed session to confer with their labor negotiation regarding employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association.
- (2) Pursuant to Government Code Section 54956.9b, the City Council met in closed session to confer with their legal counsel regarding potential litigation - 1 case.
- (3) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation. City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CIV467230 San Mateo County Superior Court and, Case No. A126357 Court of Appeal, First District.

- (4) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation, City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CV177221.
- (5) Pursuant to Government Code Section 54956.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations, APN's: 022-211-36, 022-601-01, 022-721-06.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:15 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 8:15 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

BANK	VENDOR	CHECK#	DATE	AMOUNT
3A	GENERAL CHECKING ACCOUNT			
000182	A SIGN ASAP	103433	01/26/15	653.43
001097	ACORN COURT APARTMENTS	103434	01/26/15	3,523.52
003400	ACTION SPORTS CONSTRUCTI	103435	01/26/15	1,000.00
002066	AC3	103436	01/26/15	1,115.00
001055	ADAMSON POLICE SUPPLY	103437	01/26/15	802.90
001528	AMERICAN MESSAGING	103438	01/26/15	227.00
000563	APPI	103439	01/26/15	163.07
003182	ARROW SIGN COMPANY	103440	01/26/15	53,596.50
000998	ASSOCIATED SERVICES CO.	103441	01/26/15	98.61
001670	AT &T	103442	01/26/15	4,848.68
000097	AT&T	103443	01/26/15	548.86
001427	AT&T MOBILITY	103444	01/26/15	67.36
000205	BACK TO EDEN INC	103445	01/26/15	950.00
000614	BATTERIES PLUS	103446	01/26/15	22.83
003401	BAXTER'S FRAME WORKS & B	103447	01/26/15	2,120.42
001373	BAY TREE, LLC	103448	01/26/15	3,620.38
001786	BECWICK/KENNETH	103449	01/26/15	903.75
000018	BRINK'S TROPHY SHOPPE	103450	01/26/15	65.25
001566	BUSINESS WITH PLEASURE	103451	01/26/15	9.79
002091	COMCAST	103452	01/26/15	311.80
002091	COMCAST	103453	01/26/15	197.05
000206	DAN'S UPHOLSTERY	103454	01/26/15	500.00
000207	DEPARTMENT OF JUSTICE	103455	01/26/15	64.00
003298	DISCOVERY DOOR	103456	01/26/15	41.50
003160	DIXON & SON TIRE	103457	01/26/15	285.34
001362	DUNCAN AUTO TECH	103458	01/26/15	105.00
000582	FERRARA/TRACY A.	103459	01/26/15	100.00
000375	FIRST ALARM SECURITY & P	103460	01/26/15	209.00
001597	FLEMING/JOSEPHINE	103461	01/26/15	1,352.23
001881	GRAINGER	103462	01/26/15	1,275.27
000895	GRANITE CONSTRUCTION CO	103463	01/26/15	76,875.43
001856	HUB INTERNATIONAL	103464	01/26/15	256.08
003277	IMPERIAL SPRINKLER SUPPL	103465	01/26/15	740.28
000332	LABOR READY INC	103466	01/26/15	623.76
001333	LARA/ JESUS D	103467	01/26/15	92.01
000200	MANPOWER INC.	103468	01/26/15	421.00
001591	MARKELL/ROD	103469	01/26/15	1,974.00
003171	MICHALAK/GENE	103470	01/26/15	110.00
000218	MID VALLEY SUPPLY	103471	01/26/15	1,695.42
001964	MILROY/JUSTIN	103472	01/26/15	21.00
001964	MILROY/JUSTIN	103473	01/26/15	1,000.00
001653	MITEL TECHNOLOGIES INC	103474	01/26/15	162.50
000349	ORIENTAL TRADING COMPANY	103475	01/26/15	311.74
000101	PACIFIC GAS & ELECTRIC C	103476	01/26/15	141.51
001955	PACIFIC TRUCK PARTS, INC	103477	01/26/15	300.00
000098	PALACE ART & OFFICE	103478	01/26/15	3,104.07
000100	PETTY CASH - R. LIEB	103479	01/26/15	92.81
000723	PIED PIPER INC./THE	103480	01/26/15	50.00

BANK	VENDOR	CHECK#	DATE	AMOUNT	
3A	GENERAL CHECKING ACCOUNT				
000102	PITNEY BOWES	103481	01/26/15	147.44	
000879	QUEST DIAGNOSTICS	103482	01/26/15	32.37	
000879	QUEST DIAGNOSTICS	103483	01/26/15	135.80	
001952	SAFARILAND, LLC	103484	01/26/15	44.49	
000135	SAN LORENZO VALLEY WATER	103485	01/26/15	28.21	
001823	SANTA CRUZ CO ENVIRONMEN	103486	01/26/15	350.00	
001533	SANTA CRUZ COUNTY BANK	103487	01/26/15	1,675.22	
001533	SANTA CRUZ COUNTY BANK	103488	01/26/15	1,566.15	
000128	SCARBOROUGH LUMBER	103489	01/26/15	3,998.42	
000131	SCOTTS VALLEY MEDICAL	103490	01/26/15	74.00	
001535	SKIP'S TIRE & AUTO CENTE	103491	01/26/15	309.52	
001487	STEVENSON'S LANDSCAPING	103492	01/26/15	16,680.00	
001560	TRITON CONSTRUCTION	103493	01/26/15	300.00	
001831	USA BLUE BOOK	103494	01/26/15	1,293.51	
001106	VERIZON WIRELESS	103495	01/26/15	148.32	
003369	VIGILANT CANINE	103496	01/26/15	250.00	
000153	WEST GROUP	103497	01/26/15	277.08	
000952	WILSON/JOHN	103498	01/26/15	21.00	
000154	WINCHESTER AUTO STORES	103499	01/26/15	1,965.88	
	GENERAL CHECKING ACCOUNT			196,047.56	***

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				196,047.56

RECORDS PRINTED - 000153

3L540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	25,516.14
004	RECREATION	1,984.69
008	TRAFFIC IMPACT MITIGATION	42,992.00
009	PARKS & REC FACILITIES	1,000.00
010	WASTEWATER OPERATIONS	7,552.65
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
028	SENIOR CENTER	1,101.38
050	PINEWOOD EST LNDSCP MAINT DT	28.21
077	SKYPARK MAINT ASSESS DIST	950.00
086	LIBRARY	10,604.50
123	COMMUNITY FACILITY CENTER	855.29
150	GENERAL CAPITAL IMPROVEMENTS	93,942.04
306	SUPPL LAW ENFORCEMENT SRVS	402.76
TOTAL ALL FUNDS		196,047.56

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
3A	GENERAL CHECKING ACCOUNT	196,047.56
TOTAL ALL BANKS		196,047.56

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	003123 A T &T	103376	01/16/15	362.06
	000789 ALLEN & ASSOCIATES/JAMES	103377	01/16/15	360.00
	000620 ALVAREZ/TONY	103378	01/16/15	231.08
	001969 ASCAP	103379	01/16/15	335.00
	001319 BALL/DAVE	103380	01/16/15	158.50
	000565 BANK OF NEW YORK MELLON/	103381	01/16/15	1,690.00
	001928 BATEMAN/TAYLOR	103382	01/16/15	400.00
	001066 BEHAVIORAL HEALTH CARE I	103383	01/16/15	394.00
	003054 BIRLEY/MICHAEL	103384	01/16/15	10.50
	003178 BUTANO GEOTECHNICAL	103385	01/16/15	1,225.00
	001017 C.W.E.A.	103386	01/16/15	156.00
	001633 CAL-WEST LIGHTING & SIGN	103387	01/16/15	3,776.37
	001051 COASTAL EVERGREEN CORP	103388	01/16/15	850.00
	002091 COMCAST	103389	01/16/15	247.98
	001860 CONTRERAS/EFRIAM	103390	01/16/15	10.50
	003398 CYPRESS ENVIRONMENTAL	103391	01/16/15	3,795.00
	000206 DAN'S UPHOLSTERY	103392	01/16/15	2,220.77
	001932 DEPARTMENT OF MOTOR VEHI	103393	01/16/15	250.27
	001537 DYNAMIC PRESS	103394	01/16/15	46.33
	003399 ELLIS DBA/DEBORAH	103395	01/16/15	427.50
	000079 LEAGUE OF CA CITIES	103396	01/16/15	5,639.17
	001030 LEAGUE OF CA CITIES	103397	01/16/15	150.00
	001673 LINCOLN FINANCIAL GROUP	103398	01/16/15	1,063.78
	000284 LOGAN & POWELL, LLP	103399	01/16/15	15,464.23
	001648 MARCELLO & COMPANY	103400	01/16/15	14,000.00
	000291 MBASIA	103401	01/16/15	253,996.00
	001815 MC GRATH/TRISH	103402	01/16/15	168.00
	001964 MILROY/JUSTIN	103403	01/16/15	10.50
	001964 MILROY/JUSTIN	103404	01/16/15	10.50
	000328 MONTEREY REGIONAL COMPLI	103405	01/16/15	1,040.00
	003368 MT HERMON VETERINARY CLI	103406	01/16/15	196.40
	001863 NATIONAL EMBLEM, INC.	103407	01/16/15	680.34
	000323 NBS GOVERNMENT FINANCE G	103408	01/16/15	2,610.15
	001876 POLITO/BRANDON	103409	01/16/15	158.50
	001876 POLITO/BRANDON	103410	01/16/15	278.51
	003396 POPIEL/MICHAEL	103411	01/16/15	402.06
	003117 PRIORITY 1 PUBLIC SAFETY	103412	01/16/15	12,399.34
	001503 PRUDENTIAL INSURANCE CO/	103413	01/16/15	623.15
	003303 RAABE/KAMI	103414	01/16/15	85.91
	000196 ROSS RECREATION EQUIPMEN	103415	01/16/15	1,630.48
	001118 RUTHERFORD/JAYSON	103416	01/16/15	84.00
	001364 SANTA CRUZ COUNTY	103417	01/16/15	21,384.40
	000122 SANTA CRUZ/CITY OF	103418	01/16/15	2,391.54
	003397 SCOTTS VALLEY LAND LLC	103419	01/16/15	38,845.65
	000133 SCOTTS VALLEY SPRINKLER	103420	01/16/15	39.22
	000710 SENIOR NETWORK SERVICES,	103421	01/16/15	352.00
	002053 STEPFORD	103422	01/16/15	7,190.13
	003386 STUMPF ENTERPRISES INC.,	103423	01/16/15	3,545.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	002020 TOSHIBA FINANCIAL SERVIC	103424	01/16/15	1,018.56	
	001106 VERIZON WIRELESS	103425	01/16/15	995.29	
	000151 VISION SERVICE PLAN	103426	01/16/15	1,240.80	
	.14855 WASTEWATER TECHNOLOGY	103427	01/16/15	495.00	
	000153 WEST GROUP	103428	01/16/15	837.41	
	000952 WILSON/JOHN	103429	01/16/15	10.50	
	.14856 ZUSTAN K9 SERVICES	103430	01/16/15	250.00	
	GENERAL CHECKING ACCOUNT			406,233.38	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
01/16/2015 16:37:08
GL540R-V07.27 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				406,233.38

RECORDS PRINTED - 000145

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
01/16/2015 16:37:08
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	314,604.21
004	RECREATION	6,232.08
010	WASTEWATER OPERATIONS	17,029.60
012	WASTEWATER CAPITAL RESERVE	38,845.65
023	SVRDA SUCCESSOR AGENCY	7,042.23
025	GENERAL TRUST	3,795.00
028	SENIOR CENTER	1,376.77
033	TREE REPLACEMENT FUND	427.50
090	SV DRIVE A REDEMPTION	2,610.15
123	COMMUNITY FACILITY CENTER	645.85
150	GENERAL CAPITAL IMPROVEMENTS	1,225.00
306	SUPPL LAW ENFORCEMENT SRVS	12,399.34
TOTAL ALL FUNDS		406,233.38

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	406,233.38
TOTAL ALL BANKS		406,233.38

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: February 4, 2015

TO: Honorable Mayor and City Council

FROM: Joel Ricca, City Engineer

APPROVED: Scott Hamby, Public Works Director

SUBJECT: **COLLADO HOMES: APPROVAL OF FINAL MAP AND SUBDIVISION AGREEMENT/BOND**

SUMMARY OF ISSUE

On January 16, 2008, City Council approved a subdivision of 4 lots from one existing parcel located at 364 Collado Drive, APN 021-131-13. Attached are the Conditions of Approval. Staff has reviewed the conditions and found that all necessary conditions have been completed prior to filing the map.

FISCAL IMPACT

None. Fees have been collected from the applicant to cover all City costs.

STAFF RECOMMENDATION

- 1. Approve Resolution No. 1809.2 approving a final map at 364 Collado Drive.
- 2. Approve Resolution No. 960.80 approving the Subdivision Agreement and Bond.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Resolution No. 1809.02	2
Resolution No. 960.80	3

RESOLUTION NO. 1809.2

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY
APPROVING THE PARCEL MAP FOR
364 COLLADO DRIVE, APN 021-131-13**

WHEREAS, a parcel map for Collado Homes Subdivision has been filed with the City Engineer of the City of Scotts Valley; and

WHEREAS, the City Engineer endorses said Map and said Map complies with the provisions of the Government Code Section 66410, et. Seq., and with the provisions of Ordinance No. 64 of the City of Scotts Valley:

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

1. That the City Council of the City of Scotts Valley hereby finds that the proposed subdivision, together with the provisions of its design and improvement, is in conformance with the parcel map conditions.
2. That the parcel map at 364 Collado Drive is hereby approved subject to the following conditions: All conditions are met.

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 4th day of February, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

EXHIBIT A

Conditions of Approval

(#1 - #48)

Standard and Legal

1. The Developer has 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. After City Council approval, the property owner shall sign the Conditions of Approval (Exhibit A) agreeing to the Conditions of Approval prior to issuance of any building permits, transfer of title, or within 60 days of approval of this application, whichever occurs first.
3. If after City Council approval and prior to Parcel Map approval there is a transfer of the property, the property owner shall have a signed copy of a Memorandum of Agreement Regarding the Conditions of Approval for this application (provided by the City), recorded at the County Recorder's Office prior to transfer of title.
4. After Parcel Map approval, the property owner shall have a signed copy of a Memorandum of Agreement Regarding the Conditions of Approval for this application (provided by the City), recorded for each new lot, at the County Recorder's Office prior to the issuance of any building permits, transfer of title, or within 60 days of approval of the Parcel Map, whichever occurs first.
5. The property owner/applicant shall obtain all required grading permits and pay all appropriate required fees before starting any grading/earth disturbance on the property.

Planning Department

6. The approved Planned Development and Minor Land Division permits are for four residential lots as shown in the approved plans prepared by Ifland Engineers, Inc., Civil Engineers and Land Surveyors (Sheets TM 1 & 2, dated 04/09/07 and Design Plan (Sheets 1,2 & 3 by TDH Design dated 11/200); and Landscape Plan (Sheets 1, 2, 3 & 4 Ellen Cooper Landscape Architect dated 05/29/01).

7. Mitigation Measure #1 (Part 1 of 2) - All requirements of the U.S. Fish and Wildlife Service shall be met and the Habitat Conservation Plan (HCP) shall be completed before filing the final map. The applicant/property owner shall submit a copy of the completed/approved HCP to the Community Development Director.
8. Mitigation Measure #3 - All requirements of the Arborist's Report Dated September 15, 2000, shall be included on the final map. Specifically all pre-construction methods of tree protection shall be called-out.
9. **Mitigation Measure #2 - Before a final inspection of building permits, all landscaping shown on the approved landscape plans dated May 2001, shall be installed for review and approval by the Community Development Director.**

The following conditions must be completed before a building/grading permit is issued and before any earthwork activity happens on the site.

10. **Mitigation Measure #4** - Before building permit plans are submitted, the applicant/property owner shall have the project hydro-geologists review the proposed water recharge and drainage system plans to ensure that all feasible methods to retain water on site for retention are incorporated into the project. **To mitigate the loss of water recharge, the final map shall include an engineered drainage plan that demonstrates that storm water is detained on site to the maximum extent feasible. Detention facilities shall include, but not be limited to, capturing all of the roof run off of each of the four houses and from the new portion of Collado Drive and channeling the run off to an underground water recharge facilities located within the 10-foot wide utility easement. Groundwater recharge facilities shall include three 8-inch perforated pipes underlined by gravel. The applicant/developer shall submit a plan review letter (or e-mail) from the project civil and hydrological engineer showing approval of the design.**
11. The applicant/property owner must submit the proposed Covenants, Conditions & Restrictions (CC&Rs) for review and approval by the Community Development Director. The CC&Rs shall:
 - a. Require property owners to park in their 3-car garages and to leave the uncovered parking spaces available to guest parking.
 - b. Prohibit on-site storage of boats and recreational vehicles; and,
 - c. Specify how the Collado Drive Extension is to be maintained. The property owner shall record a Road Maintenance Agreement before a Final Map is recorded (Planning Dept. staff provides the Agreement).
 - d. Require property owners to maintain the on-site storm drainage and percolation system.
12. Mitigation Measure #1 (Part 2 of 2) - The applicant/property owner must submit evidence of payment to the Zayante Hills Mitigation Bank for protection of the Mount Herman June Beetle.

13. Before a building/grading permit may be issued and before any earthwork activity occurs on the site, the applicant/property owner must install the tree preservation fencing for all of the trees that are shown on the Tentative map as remaining.
14. The applicant/property owner must submit a copy of a contract with a qualified/registered archaeologist to monitor all earthwork activity as described below.
 - a. An archaeologist shall monitor the grading or excavation of soils at the development site in order to determine if important cultural remains are present. Such monitoring shall begin before and occur during subsurface earth moving activities. The duration and period of archaeological monitoring of project development activities shall be at the discretion of the professional archaeologist. At a minimum, however, any activity that initially displaces or removes original soil from its present context shall be monitored by an archaeologist on a continuous basis. Monitoring activities such as replacing soils in trenches, redistributing displaced soil elsewhere on the development site, or removing stockpiled excavated soil may not require monitoring. Monitoring may include the periodic sampling and screening of soils in order to better determine if cultural remains are present.
 - b. If any important cultural remains are discovered, all earth disturbing work within fifty (50) meters (150 feet) of the find on the parcel shall be immediately halted to allow for inspection, evaluation and, as necessary, the recovery of such remains prior to resumption of the grading of other earth-disturbing construction activities. It may be necessary to resume grading or excavation activities under the direction of the supervising archaeologist in order to locate or expose cultural remains.
15. Each building permit plan set shall contain the approved landscaping. All landscaping shall be installed and inspected by City staff prior to final inspection.
16. Meet all of the R-1-10,000 Zone District setbacks and lot standards with the exception of the following:
 - a. Lot 2 shall have a minimum lot depth of 66 feet;
 - b. Lot 3 shall have a minimum lot frontage of 28 feet; and,
 - c. Lots 1,3,& 4 shall have a minimum of 10 foot side yard setbacks.
17. All exterior, wall-mounted lighting on the residence buildings and in the uncovered parking areas shall use low wattage and shields or guards to direct light downward and to avoid glare from spilling over to adjacent residential properties, to the satisfaction of the Community Development Director.
18. The final building elevation plans shall be consistent with the plans submitted as part of this application.
19. The parking space located in the cul-de-sac and behind 373 Collado Drive (APN: # 021-031-01) shall be eliminated and replaced with landscaping.

20. The property owner/developer shall inform all future residences of the hazards associated with living in proximity of a golf course.
21. The property owner/developer shall inform all future residences that the existing golf course property may some day be developed into a residential property.

Building Official

22. All new utilities shall be installed underground.
23. The buildings must be designed to comply with the CA Uniform Building Code (1997) structural and seismic/earthquake requirements.
24. The building permit plans must comply with the CA Plumbing Code (1998) for water-conserving fixtures and fittings and with the CA Energy Commission Building Energy Efficiency Standards (2005) (which includes energy-saving appliances, etc.).
25. The plans submitted for a building permit must include a drainage plan that conforms with the City's Storm Drain Master Plan (December 1989) and post run-off requirements. Development shall not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity. The submitted drainage calculations show the pre-development runoff rate as 0.66 cubic feet per second and the post-development as 1.18 cfs. In discussions with Jeff Nolan, project hydro-engineer, and a subsequent report dated 10/10/07, an expanded water recharge system could reduce the post-development rate to pre-development rate. The final map and building permit plans shall address this issue.
26. The plans submitted for a building permit must follow all of the recommendations in the Geotechnical Investigation prepared by Earth Systems Consultants (July 25, 2000) for the project.
27. The applicant shall comply with the City's standard erosion control measures. The plans submitted for a building permit must include best management practices (e.g. erosion control practices and procedures) during construction.
28. Any grading or earthwork proposed between Oct. 15-April 15 requires a winter grading permit submitted by September 1, 2006 and requires review and approval by the City Council before any earthwork may occur during this period.
29. All construction within the City shall be limited to the hours between 8 AM and 6 PM, Monday through Friday, and 9 AM through 5 PM on Saturday. No construction activity is allowed on Sundays.

30. Before a building permit is issued for the street improvements (cul-de-sac, etc.), the developer shall submit two (2) copies of photo documentation of the existing condition of Collado Drive, to the Community Development Director (CDD) for review by the CDD and Public Works Director. Before the building permit is finalized for the subdivision street improvements, the developer shall repair any damage caused by the construction of the street improvements to the satisfaction of the Public Works Director, at the developer's expense.

Public Works Department and Wastewater Division

31. The plans submitted for a building permit shall include extending and widening Collado Drive to 24 feet wide terminating in a cul-de-sac with a radii of 33 feet. A Parcel Map in conformance with: the California Government Code (Section 66410 *et seq*), the City Subdivision Ordinance, and the conditions of the tentative parcel map, shall be filed and required fees shall be paid to the satisfaction of the Public Works Director/City Engineer. Engineered improvement plans shall be submitted for all on-site and off-site work and shall be approved by the Public Works Director/City Engineer.
32. All required documents, Parcel or parcel map sheets, covenants, developer and city improvement agreements and bonds, shall be provided to the satisfaction of the Public Works Director/City Engineer prior to the recordation of any Parcel map or application for any building permit. (Applicant should be advised that officials of Santa Cruz County, such as the Auditor-Controller, Recorder and Clerk of the Board have requirements, such as payment of taxes and present title guarantee, which precede recordation of the map.)
33. All work in the public right-of-way will require an encroachment permit application made to the satisfaction of the Public Works Director/City Engineer. The civil on-site work, as plan reviewed by the Public Works Department, will require an on-site civil engineering permit and inspection.
34. All public improvements shall be guaranteed by written Agreement with the city, Faithful Performance Bond, and Labor and Material men's Bond, to the satisfaction of the Public Works Director/City Engineer.
35. All signing and striping shall be approved and completed as required by the Public Works Department, and shall be in conformance with current editions of Transportation and Traffic Engineering Handbook, by the Institute of Transportation Engineers, and the State Department of Transportation "Standard Specifications".
36. The project shall connect to the sanitary sewer system, and the applicant shall submit a written request for a sewer allocation for the project from the City Engineer.

37. Any required, new storm drain facilities shall be built in conformance with data and analysis in the adopted City of Scotts Valley Storm Drain Master Plan.
38. The Parcel map shall be submitted to the Planning Department in an AutoCAD drawing using the most current version specified by the Planning and Public Works Departments (version 14 or approved version, or a DXF file, formatted on a 3.5" diskette, or CD-R), for review and acceptance by the City prior to a Parcel sign-off. There shall be no gaps between the lines. All parcel lines should intersect with single-family lots, right-of-ways, or parcel lines. There shall be no undershoots or overshoots. The applicant shall be responsible for all changes to the file that are required.
39. Applicant shall submit a completed "segregation of assessment" form for each assessment district in which the subdivision participates.
40. Prior to the filing of the Parcel Map, the applicant shall contact the Santa Cruz County Assessor's Office or the Local Agency Formation Commission (LAFCO) to ensure that the subdivided property is within a single tax code.
41. The City's Wastewater Manager has reviewed the plans and required standard conditions of approval to meet all requirements of the City Standards and Details, to obtain an encroachment permit to connect to the City's sewer system., and to pay all connection fees for the new dwellings.
42. All payment of taxes shall be paid prior to recording of the final map.

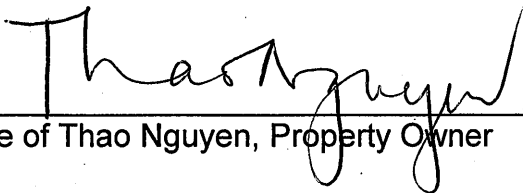
San Lorenzo Valley Water District

43. Developer shall apply directly to the manager of the San Lorenzo Valley Water District for resolution of any water issues. All requirements of the San Lorenzo Valley Water District shall be met and written acknowledgment from the Water District shall be presented to the City stating that all conditions have been met prior to occupancy of the project.
44. The plans submitted for a building permit must include a water recharge system using all feasible, practical measures to retain and percolate all rainfall/runoff on the site and a plan review letter from a hydro-engineer evaluating the effectiveness of the proposed recharge system, for review and approval by the Community Development Director and Water District staff before issuance of any building permits or earth moving activity.
45. To comply with the requirements and the City's Municipal Code, all new residential subdivisions shall use recycled water for common area or front yard landscaping if feasible. If the property owner submits information showing that installation of recycled water is infeasible, then the Water District would require at a minimum that purple pipe be installed for the landscape irrigation system for potential hook-up to recycled water in the future. The Homeowner Association shall manage the recycled water contract with the Water District.

46. All projects are to be submitted to the General Manager at the San Lorenzo Valley Water District Office. Hard copy drawings must be accompanied by the name, address, phone number and FAX number (if available) of the person and/or firm to be billed.

Scotts Valley Fire Protection District

47. The plans submitted for a building permit shall comply with all of the Fire District requirements for new residential construction. This includes a new fire hydrant.
48. Before building permits are issued the "no parking signs" must be posted at the approved locations to the satisfaction of the Fire District. These include both sides of the 20 foot Collado Drive section, at the corner of Collado Drive and the 20 foot Collado Drive section and along the new cul-de-sac.



Signature of Thao Nguyen, Property Owner

2/16/2008

Date

RESOLUTION NO. 960.80

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SCOTTS VALLEY AUTHORIZING
EXECUTION OF IMPROVEMENT AGREEMENT
FOR THE SUBDIVISION COLLADO HOMES
APN 021-131-13**

WHEREAS, a Subdivision Improvement Agreement has been submitted by Brooks/Swenson, Collado Homes LLC owner of MLD-01-005, Collado Homes Subdivision, and

WHEREAS, Surety in the amount of \$200,064.00 for Faithful Performance and \$100,032.00, for Labor and Materials have been duly attached to said Agreement and are satisfactory to the City Engineer. Improvement plans dated, December 22, 2014 titled: Collado Homes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Scotts Valley hereby finds that said Agreement and Surety are adequate to defer and ensure future construction of permanent improvements described within said Agreement.

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 4th day of February, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

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

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

SUBDIVISION IMPROVEMENT AGREEMENT

AGREEMENT BY OWNER OR SUCCESSORS IN INTEREST TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS

PROJECT IDENTIFICATION:

This Subdivision Improvement Agreement (the "Agreement") is made and entered into by and between the City of Scotts Valley, a California municipal corporation, hereinafter referred to as "City", and Brooks/Swenson, Collado Homes LLC., hereinafter referred to as "Owners" on JANUARY 21, 2015

RECITALS

A. Owners desire to subdivide and develop the real property described and shown in Exhibit "A" (the "Property") and wish to defer construction of permanent improvements as set forth in Exhibit "B" (the "Improvements") and as shown on those certain plans titled Collado Homes, dated December 22, 2014.

B. In exchange for the deferment of Owners' obligation as provided herein, Owners agree to complete the Improvements as provided herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

AGREEMENT

1. Agreement Binding On Successors In Interest.

This agreement is an instrument affecting the title and possession of the Property. All of the terms, covenants and conditions herein imposed shall be binding upon and inure to the heirs, successors or assigns of Owners. Upon any sale, division or transfer of the Property, the terms of this Agreement shall apply separately to each parcel and the new owner of each parcel and Owners shall be jointly liable to complete the obligations imposed on Owners by this Agreement.

2. Improvements.

2.1 Owners agree to construct the Improvements as indicated on the attached exhibit "B". The Improvements required by City generally consist of curbs, gutters, sidewalk, driveways, and other miscellaneous improvements.

2.2 The Owners shall, within twelve (12) months of the date of this Agreement, complete to the satisfaction of the City Engineer, all Improvements in accordance with City's plans and specifications.

In the event Owners fail and/or neglect to complete all Improvements within twelve (12) months of the date of this Agreement, City shall have the right at any time thereafter to complete the Improvements at Owners' expense; provided, however, the City Council may in its sole discretion, extend the completion period for an additional period of time upon written request by Owners.

3. Performance Of Work. Owners agree to perform the work, construct and install the

Improvements and make the payments required by City within the time period of completion established herein and in a good workmanlike manner, in accordance with accepted construction practices and the plans and specifications for the improvements and to the satisfaction of the City Engineer. Owners agree to commence and complete the Improvements within a period of twelve (12) months from the date of this Agreement and to notify City at least forty-eight (48) hours prior to commencement of work. If it becomes necessary for City to construct the Improvements, permission is granted to City by Owners to enter upon to the property of Owners as may be necessary for City to construct the Improvements.

4. Improvement Plan Warranty. Owners warrant the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the City Council accepts the work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Owners shall make whatever changes are necessary to accomplish the work as promised.

5. Maintenance Of Improvements And Guarantee Of Work. City agrees to accept for maintenance, only those Improvements which are constructed and completed in accordance with City's standards and requirements and are installed within public rights-of-way or easements dedicated and accepted as complete by City resolution, after the expiration of one (1) year from and after the date of satisfactory completion and acceptance by the City. Owners shall maintain all the Improvements at Owners' sole cost and at all times prior to acceptance of the Improvements by City. After acceptance of the dedicated portion of the Improvements by City, Owners shall continue to maintain at their sole cost and expense the private portion of the Improvements. Owners guarantee that all completed Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the date the City Council accepts the work as complete. Owners agree to correct, repair, or replace, at Owners' sole cost and expense, any defects in said work.

Owners agree to provide necessary temporary drainage facilities, access road(s) or other improvements required by City Engineer, to assume responsibility for the proper functioning thereof, to submit plans to City for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

6. Bond, Cash Deposit Or Instrument Of Credit. Concurrent with the execution hereof, Owners shall furnish:

a. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least one hundred percent (100%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the faithful performance of this Agreement; and

b. A bond, cash deposit or instrument of credit in a form acceptable to City, in its sole discretion, in an amount equal to at least fifty percent (50%) of the engineer's estimated cost of improvements (as approved by the City Engineer) as security for the payment of all persons, furnishing materials, equipment or labor in connection with this work.

The surety on any bond or instrument of credit shall be satisfactory to the City Engineer. Pursuant to Government Code Section 66499(a) all bonds shall be from an authorized corporate surety in the State of California. An instrument of credit shall be from an institution subject to regulation by the State of California or the Federal government, and shall pledge that the funds necessary to carry out the forms of the Agreement are on deposit and guaranteed for payment. The cash deposit may take the form of a Certificate of Deposit which shall name the City of Scotts Valley as the holder of the certificate. The certificate shall be held by City until satisfactory completion of all Improvements and upon certification of the City Engineer of satisfactory completion, shall be released by the City and endorsed over to Owners, along with any interest earned thereon. Should City be required to use any funds deposited to satisfy the requirements of this Agreement, City may use all principal and accrued interest to complete the Improvements. Principal and interest, if any, remaining after the satisfactory completion of the Improvements shall be returned to the Owners by City.

7. Insurance. Owners shall maintain, or shall require any contractor engaged by Owners to perform

work, to maintain, at their sole cost and expense, at all times during the performance of the work called for herein, a comprehensive public liability and property damage insurance policy with City as additional named primary insured, for bodily injury (including death) with limits of not less than One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence and property damage limits of not less than Five Hundred Thousand Dollars (\$500,000). Owners shall provide City with a certificate evidencing such policy with a clause requiring the insurance carrier to give thirty (30) day written notice to the City's City Manager, in advance of the policy being canceled for any reason whatsoever.

8. Indemnity. Owners shall assume the defense with counsel selected by City and shall hold harmless, defend and indemnify City, its agents, servants or employees, from every expense, liability or payment, including attorney's fees, against any and all actions including claims or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss or damage was solely due to the negligent acts or omissions of City, its agents, servants or employees) arising out of performance of any of the duties, promises, covenants or conditions arising out of this agreement, including but not limited to injury, death, loss or damage is a consequence of, or arises out of, or is incidental to, the deferment of permanent drainage facilities or the adequacy, safety, use, or non-use of temporary drainage facilities, the performance or non-performance of the work, by Owners or any other persons or parties pursuant to authorization by Owners.

9. Time Is Of The Essence. Time is of the essence in this Agreement.

10. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

11. Attorney's Fees. If either party hereto incurs any expense, including reasonable attorneys' fees, in connection with any action or proceeding instituted by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover from the other party reasonable expenses and attorneys' fees in the amount determined by the Court, whether or not such action or proceeding goes to final judgement. In the event of a settlement or final judgement in which neither party is awarded all of the relief prayed for, the prevailing party as determined by the Court shall be entitled to recover from the other party reasonable expenses and attorneys' fees.

12. Notices. All required notices shall be in writing and delivered in person or by Registered U.S. Mail, postage pre-paid. Notices required to be given to City shall be addressed as follows:

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

Notices required to be given to Owners shall be addressed as follows:

Brooks/Swenson, Collado Homes LLC.
150 Dubois, Ste. D
Santa Cruz, CA 95060

Either party may change such address by notice in writing to the other party. Thereafter, notices shall be addressed and transmitted to the new address.

13. Costs. Owner shall pay when due, all cost of the Improvements, including city fees and inspections.

14. Entire Agreement. This Agreement contains the entire agreement between the parties. No

promise, representation, warranty or covenant not included or referred to in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, the counsel of his own advisors, and the warranties, representation, and covenants in the Agreement itself and those referred to in the Agreement. The language in all parts of this Agreement shall be in all cases construed simply, according to its fair meaning and not for or against City or Owners, regardless of which party drafted the particular language which is being construed, all parties having been represented by adequate counsel.

IN WITNESS WHEREOF, the City and the Owners have executed this Improvement Agreement as of the date first set forth above.

"CITY"
CITY OF SCOTTS VALLEY

BY: _____
DENE BUSTICHI, MAYOR

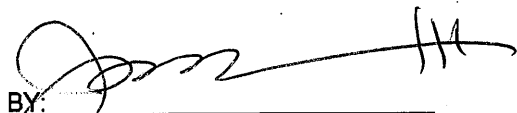
ATTEST:

TRACY FERRARA, CITY CLERK

APPROVED AS TO FORM:

KIRSTEN POWELL, CITY ATTORNEY

"OWNERS"

BY:  _____
Jesse L. Nickell III, Sr. Vice President

(ATTACH ACKNOWLEDGMENTS)

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Santa Cruz

S.S.

On January 22, 2015 before me, Jennifer Renae Cosby, Notary Public

Name of Notary Public, Title

personally appeared Jesse L. Nickell III

Name of Signer (1)

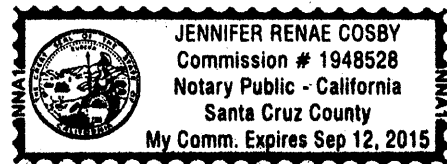
Name of Signer (2)

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

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

WITNESS my hand and official seal.

Jennifer Renae Cosby
Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Subdivision Improvement Agreement containing 9 pages, and dated 1/21/15.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☒ Corporate Officer(s) Sr. Vice President
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: Green Valley Corporation
Name(s) of Person(s) Entity(ies) Signer is Representing
DBA Barry Swenson Builder

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 78 Entry # 7

Notary contact: 831-475-7100

Other

☐ Additional Signer ☒ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel One:

Being a portion of the San Augustine Rancho, and being also a portion of the tract of land described in the Deed from Joseph Eberhardt, et ux., to Jun Lee, dated August 14, 1968, recorded September 26, 1968, in Book 1960, of Official Records of the County of Santa Cruz, at Page 368, and being more particularly described as follows:

Beginning at a point on the Northwestern line of said tract from which the most Westerly corner bears South 33 degrees 57' West 261.00 feet distant; thence (1) South 56 degrees 03' East 93.50 feet to the most Northerly corner of Lot 8, as said lot is shown on that certain Map entitled "Tract No. 416, Blueberry Hill, Unit No. 1", filed for Record September 4, 1964 in Book 42 of Maps, at Page 24, Santa Cruz County Records; thence along the Northeasterly line of Lots 8, 7, 6 and 5, as shown on said Map, (2) South 56 degrees 03' East 260.00 feet to the most Easterly corner of said Lot 5; thence (3) North 33 degrees 57' 20" East 134.98 feet to a point on the Northeasterly line of the above mentioned tract, said point being also the Northwestern corner of the parcel of land described in the Deed from M. L. Kirkpatrick, et ux., to M. L. Kirkpatrick, et ux., dated February 21, 1969, in Book 1934, of Official Records of the County of Santa Cruz, at Page 315; thence along the Northeasterly line of said lands of Lee, (4) North 56 degrees 10' West 353.51 feet to the most Northerly corner thereof; thence along the Northwestern line thereof; (5) South 33 degrees 57' West 134.26 feet to the point of beginning.

Parcel Two:

A Right of Way for road and utility purposes over a strip of land 20.00 feet in width and being described by its Southeasterly line as follows:

Beginning at the most Northerly corner of Lot 8, as said lot is shown on that certain Map entitled, "Tract No. 416, Blueberry Hill Unit No. 1", filed for Record September 14, 1964, in Book 42 of Maps, at Page 24, Santa Cruz County Records; and running thence (1) South 33 degrees 57' West 156.00 feet to the Northerly corner of Lot 9, as shown on said Map.

IFLAND ENGINEERS, INC.
Civil and Structural Design

Opinion of Probable Cost

Job 12009
Collado Homes, LLC

EXHIBIT B

Estimate Date: 3-May-12

Rev. Date 29-Jan-14

Rev. Date 22-Jul-14

By: GHI/MJW

*****SITE PREPARATION & GRADING*****

	Quantity	Unit	Unit Cost	Item Total	Contingency
<u>Contractor Mobilization</u>					
Mobilization	1	LS	1500	\$ 1,500.00	√
Contractor Mobilization Subtotal				\$ 1,500.00	
<u>Demolition/Removal</u>					
Clearing & Grubbing	1	LS	2000	\$ 2,000.00	√
Storm Drain 18"	320	LF	10.00	\$ 3,200.00	√
Demolition/Removal Subtotal				\$ 5,200.00	
<u>Rough Grading</u>					
Grading	446	CY	7.50	\$ 3,345.00	√
Rough Grading Subtotal				\$ 3,345.00	
<u>Finish Grading</u>					
Erosion Control	1	LS	1,000.00	\$ 1,000.00	√
Finish Grading Subtotal				\$ 1,000.00	
SITE PREPARATION & GRADING Subtotal :				\$ 11,045.00	
Contingencies			10%	\$ 1,104.50	
SITE PREPARATION & GRADING Total :				\$ 12,149.50	

*****SANITARY SEWERS*****

<u>Miscellaneous</u>					
Concrete Encasement	70	LF	50.00	\$ 3,500.00	√
Laterals	4	EA	400.00	\$ 1,600.00	√
Miscellaneous Subtotal:				\$ 5,100.00	
SANITARY SEWERS Subtotal :				\$ 5,100.00	
Contingencies			10%	\$ 510.00	
SANITARY SEWERS Total :				\$ 5,610.00	

*****WATER DISTRIBUTION*****

<u>Mains</u>					
6" Pipe-D.I.	121	LF	50.00	\$ 6,050.00	√
MainsSubtotal:				\$ 6,050.00	
<u>Miscellaneous</u>					
Lateral w/ Meter Boxes	4	EA	500.00	\$ 2,000.00	√
Miscellaneous Subtotal:				\$ 2,000.00	

	Quantity	Unit	Unit Cost	Item Total	Contingency
<u>Special Assemblies</u>					
Air/Vac Release	1	EA	500.00 \$	500.00	√
Blow Off Assembly	1	EA	900.00 \$	900.00	√
Fire Hydrants	1	EA	3,500.00 \$	3,500.00	√
Special Assemblies Subtotal				\$ 4,900.00	
WATER DISTRIBUTION Subtotal				\$ 12,950.00	
Contingencies		10%		\$ 1,295.00	
WATER DISTRIBUTION Total				\$ 14,245.00	
STORM DRAINAGE					
<u>Catch Basins</u>					
"Christy V64" w/ grate	8	EA	250.00 \$	2,000.00	√
"GO" Inlet	3	EA	4,000.00 \$	12,000.00	√
"GO" Inlet w/ Silt & Grease Trap	1	EA	5,000.00 \$	5,000.00	√
Catch Basins Subtotal				\$ 19,000.00	
<u>Main Lines</u>					
HDPE 6" Pipe	47	LF	30.00 \$	1,410.00	√
HDPE 6" Pipe Perforated	355	LF	35.00 \$	12,425.00	√
HDPE 12" Pipe	121	LF	50.00 \$	6,050.00	√
HDPE 12" Pipe Perforated	81	LF	60.00 \$	4,860.00	√
HDPE 18" Pipe	373	LF	90.00 \$	33,570.00	√
Main Lines Subtotal				\$ 58,315.00	
<u>Manholes</u>					
Manhole on existing storm drain(7' deep)	1	EA	4,500.00 \$	4,500.00	√
Standard Manhole 10' deep	2	EA	5,500.00 \$	11,000.00	√
Standard Manhole 5' Deep	2	EA	3,000.00 \$	6,000.00	√
Manholes Subtotal				\$ 21,500.00	
STORM DRAINAGE Subtotal				\$ 98,815.00	
Contingencies		10%		\$ 9,881.50	
STORM DRAINAGE Subtotal				\$ 108,696.50	
ROADWAY/STREET IMPROVEMENTS					
<u>Pavements</u>					
6" PCC Type 'A' Curb & Gutter	53	LF	20.00 \$	1,060.00	√
6" PCC Type 'C' Curb	102	LF	16.00 \$	1,632.00	√
6" PCC Type 'B' Curb & Gutter	269	LF	20.00 \$	5,380.00	√
Asphalt, including base (3" AC / 9" AB)	4500	SF	5.00 \$	22,500.00	√
Pervious Concrete Pavers	810	SF	6.00 \$	4,860.00	√
Pavement Subtotal				\$ 35,432.00	
ROADWAY/STREET IMPROVEMENTS Subtotal				\$ 35,432.00	
Contingencies		10%		\$ 3,543.20	
ROADWAY/STREET IMPROVEMENTS Total				\$ 38,975.20	

	Quantity	Unit	Unit Cost	Item Total	Contingency
UTILITIES					
<u>Underground Systems</u>					
Gas, Electrical, Telephone & Cable-J.T.	150	LF	80.00	\$ 12,000.00	√
Underground Systems Subtotal				\$ 12,000.00	
UTILITIES Subtotal				\$ 12,000.00	
Contingencies			10%	\$ 1,200.00	
UTILITIES Total				\$ 13,200.00	
AMENITIES					
<u>Common Area Improvements</u> (Job Specific)					
"No Parking Sign"	3	EA	150.00	\$ 450.00	√
Common Area Improvements				\$ 150.00	
 <u>Retaining Walls</u>					
PCC Wall- 0'-3'	74	SF	50.00	\$ 3,700.00	√
PCC Wall- 3'-6'	278	SF	55.00	\$ 15,290.00	√
Retaining Walls Subtotal				\$ 18,990.00	
AMENITIES Subtotal				\$ 19,140.00	
Contingencies			10%	\$ 1,914.00	
AMENITIES Total				\$ 21,054.00	

	Quantity	Unit	Unit Cost	Item Total	Contingency
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*****MAJOR CATEGORY TOTALS** (Does not include Contingency Costs) ***

Site Preparation and Grading	\$	11,045.00
Sanitary Sewers	\$	5,100.00
Water Distribution	\$	12,950.00
Storm Drainage	\$	98,815.00
Roadway/Street Improvements	\$	35,432.00
Utilities	\$	12,000.00
Amenities	\$	19,140.00

TOTAL COST WITHOUT CONTINGENCIES	\$	194,482.00
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*****SUMMARY** (Including Contingency Costs) ***

TOTAL COST SUBJECT TO CONTINGENCY	\$	194,482.00
CONTINGENCIES: 10%	\$	19,448.20
TOTAL COST NOT SUBJECT TO CONTINGENCY	\$	-
TOTAL ESTIMATED CONSTRUCTION COST:	\$	213,930.20

NOTES

Since Ifland Engineers, Inc., has not control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost or construction cost provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as design professionals familiar with the construction industry, but Ifland Engineers, Inc., cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by the firm

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 4, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of Approval of Resolution Granting Consent to Renew the Santa Cruz County Tourism Marketing District**

SUMMARY OF ISSUE

At your April 21, 2010, meeting, Council approved Resolution No. 1847 granting consent to form a Santa Cruz County Tourism Marketing District (TMD) which was developed in partnership by the Santa Cruz County Conference and Visitors Council (CVC) and the Santa Cruz County Hospitality and Lodging Association. At your June 5, 2013, meeting Council approved Resolution 1847.1 granting consent to form a second TMD. Both Districts end on June 30, 2015. The CVC has asked the County to renew the TMD as one District. The TMD is County-wide and requires the consent of the individual cities to be included in the TMD.

At the County's December 16, 2014, meeting the Board approved a resolution requesting the consent of the cities to be included in the new TMD. At that meeting they also accepted petitions from approximately 70% of the lodging businesses in support of the new TMD. Both the Hilton and the Best Western in Scotts Valley submitted petitions in support of the new TMD. At the County's February 10, 2015 meeting the Board will consider public testimony regarding the new TMD which would become effective July 1, 2015, and go through June 30, 2024. Then at the County's February 24, 2015 meeting the Board will hold a public hearing to renew the TMD and levy the assessments for the lodging businesses within the TMD.

There are proposed changes to the District Management Plan for the new TMD which include:

Change in assessment structure and rates: Currently the assessments are based on the number of rooms of the lodging business. Businesses with less than 6 rooms are not assessed. Those with 6 to 29 rooms are assessed \$1.50 per room per night. Those with 30 or more rooms are assessed \$2.00 per room per night. The new assessment will be based on "Revenue per Available Room" (RevPAR), a widely used performance measurement of the lodging industry. The prior year's annual revenue of the lodging business is divided by available rooms and then by 365 days. The new assessment tiers are as follows:

Tier 1 (RevPAR less than \$50.00)	\$1.75 per occupied room per night
Tier 2 (RevPAR \$50.00 to \$74.99)	\$2.25 per occupied room per night
Tier 3 (RevPAR \$75.00 to \$99.99)	\$2.50 per occupied room per night
Tier 4 (RevPAR \$100.00 or more)	\$3.00 per occupied room per night

Modification to TMD membership: Lodging businesses with five or less rooms are now included. This adds some Bed and Breakfast establishments. Vacation Rental Management Company (VRMC) businesses which operate as agents on behalf of other property owners will be included and be assessed at the equivalent to Tier 1 without calculation of RevPAR as follows:

VRMC Tier 1

\$1.75 per occupied room per night

Recreational Vehicle Parks continue to be exempt from the assessment.

Assessment rate increases and Tier Adjustments: The new District Management Plan allows for a review of assessment rates in years three, six, and nine to keep up with inflation and increases in costs of services. The increase will be tied to the change in the Consumer Price Index and in no event will the increase exceed 15%. Each year the CVC will review each member's Tier Rate. If that review results in a recommendation of change, the recommendation will be made in writing by January 31st prior to implementing it the following July 1st. There is an administrative review process for any disputes of the findings.

The attached resolution consents to the County of Santa Cruz forming the TMD which boundaries include the City of Scotts Valley

Maggie Ivy, Executive Director of the CVC, will be at the Council meeting to answer questions.

FISCAL IMPACT

The new assessment rate structure is estimated to increase annual assessments to the TMD. The City receives 1% of the assessments collected in their own jurisdiction as compensation for collecting and remitting the assessments to CVC. This 1% administration fee provides a small amount of General Fund revenue, approximately \$1,300 for fiscal year ended June 30, 2014.

STAFF RECOMMENDATION

That City Council consider approval of Resolution No. 1847.2.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Resolution No. 1847.2.....	3

RESOLUTION NO. 1847.2

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF SANTA CRUZ TO RENEW THE SANTA CRUZ COUNTY TOURISM MARKETING DISTRICT (TMD)

WHEREAS, the Board of Supervisors of the County of Santa Cruz desires to declare its intention to undertake the proceedings required to renew the Santa Cruz County Tourism Marketing District 2010 (SCCTMD) and the Supplemental Santa Cruz County Tourism Marketing District 2013 (TMD2), to be renewed as a single Tourism Marketing District (TMD), including fixing the time and place of a Public Meeting, and a Public Hearing thereon, and giving notice thereof; and

WHEREAS, a portion of the territory proposed to be included in the TMD lies within the boundaries of the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville (the "cities"), as shown on the map attached hereto as Exhibit A and incorporated herein by such attachment; and

WHEREAS, the area of the cities which lies within the boundaries of the proposed TMD will, in the opinion of the Board, be benefited by the activities and the purpose sought to be accomplished and that the work can best be accomplished by a single comprehensive scheme of work; and

WHEREAS, the Board of Supervisors of the County of Santa Cruz has requested consent to form the TMD in the City of Scotts Valley with adoption of Santa Cruz Board of Supervisors Resolution No. 309-2014, dated December 16, 2014;

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

Section 1: The above recitals are true and correct.

Section 2: The City Council consents to the County of Santa Cruz forming the TMD which District shall include the City of Scotts Valley.

Section 3: The Clerk of the City Council is hereby directed to transmit a certified copy of this Resolution to the Clerk of the County of Santa Cruz Board of Supervisors.

Section 4: This Resolution is effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Scotts Valley, State of California, held on this 4th day of February, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dene Bustichi, Mayor

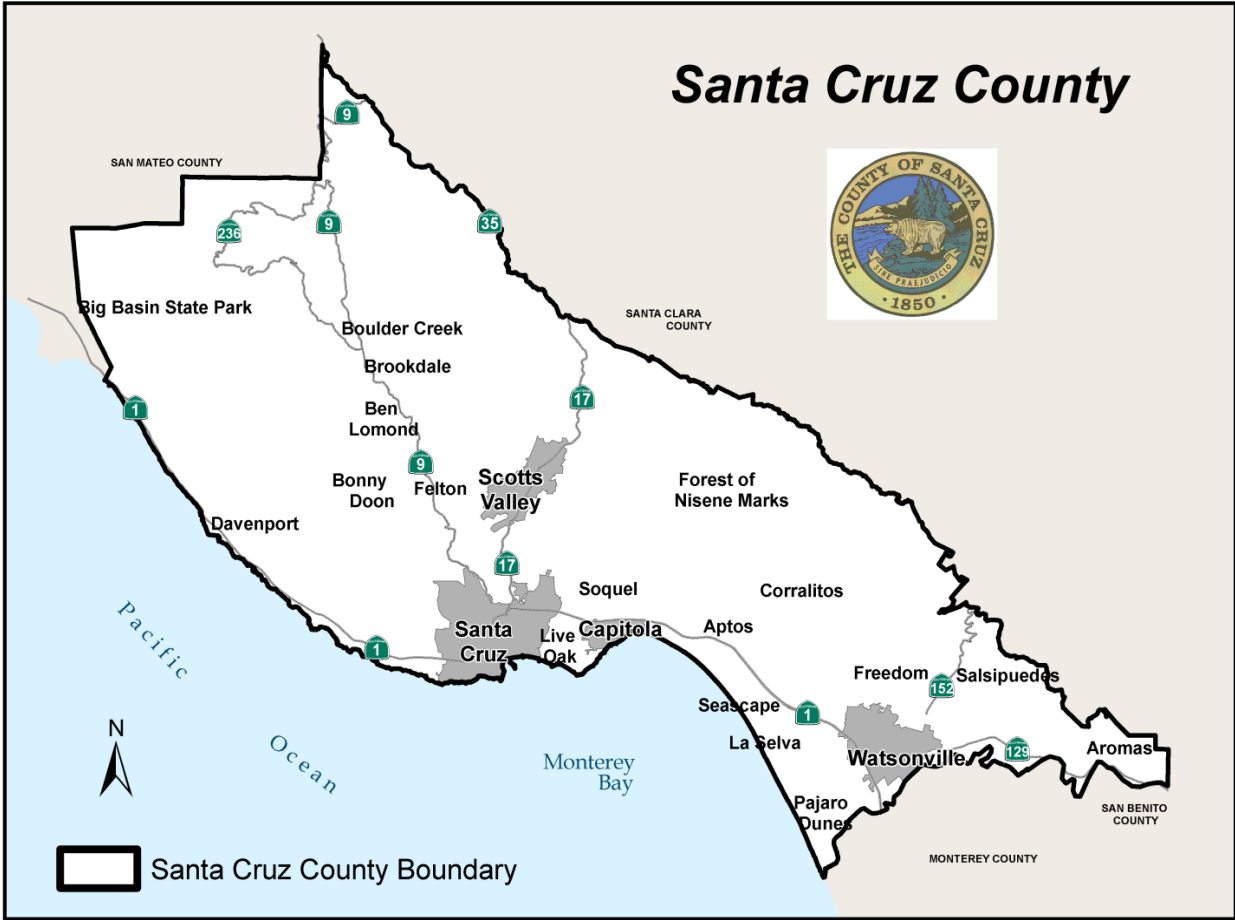
ATTEST:

Tracy A. Ferrara, City Clerk

I certify that the foregoing is a true and correct copy. The original of which is on file in my office.

Tracy A. Ferrara, City Clerk

THE BOUNDARY OF THE SANTA CRUZ COUNTY TOURISM MARKETING DISTRICT



PUBLIC HEARING

AGENDA ITEM NO. 2

DATE: 2-4-2015

MEETING OF THE SCOTTS VALLEY CITY COUNCIL

TIME/DATE: WEDNESDAY, FEBRUARY 4, 2015, 6:30 P.M.

PLACE: City Council Chambers, City Hall
1 Civic Center Drive
Scotts Valley, CA 95066

SUBJECT: CONSIDERATION OF SALE OF PROPERTY LOCATED ACROSS THE STREET FROM THE SCOTTS VALLEY FIRE DEPARTMENT ON ERBA LANE IN SCOTTS VALLEY, BEARING ASSESSOR'S PARCEL NUMBER 022-481-18 TO SV HOUSING, LLC

WARNING NOTICE:

If you challenge the above 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 (1 Civic Center Drive, Scotts Valley) at, or prior to, the close of the public review period.

All interested persons are invited to attend the foregoing Public Hearing or send their written protests to the City Clerk, City Hall, One Civic Center Drive, Scotts Valley, CA 95066.

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 you will 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) 440-5600 five to seven days in advance of the meeting to make arrangements for assistance. The California State Relay Service (TDD to Voice 800-735-2929; Voice to TDD 800-735-2922) provides Telecommunications Devices for the Deaf and will provide a link between the TDD caller and users of regular telephone equipment.

Stephen H. Ando, City Manager

Posted at City Hall, SV Library,
SV Senior Center: 01/23/15

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 4, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Approval of purchase agreement, promissory note, and deed of trust for sale of property on Erba Lane, APN # 022-481-18**

SUMMARY OF ISSUE

Larry Abitbol of Bay Photo Lab approached the City regarding the purchase of the Erba Lane property across the street from the Scotts Valley Fire Department. He would like to purchase the property to build housing on that site for his employees. The close proximity to Bay Photo on Disc Drive would be ideal for his employees.

A purchase agreement, promissory note, and deed of trust have been prepared for Council's consideration and approval. The main terms of the purchase agreement are as follows:

Sale price:	\$621,500
Down payment:	\$100,000
Interest rate:	2%, paid quarterly
Term:	10 years with no prepayment penalty
Due diligence period:	90 days with one 30-day extension with City Manager's approval
Escrow:	To close 30 days after purchaser approval during due diligence period

This parcel was purchased with affordable housing funds. Therefore, the City must hold a public hearing prior to approving the purchase agreement. A summary report required by Health and Safety Code Section 33433 has been prepared detailing the terms of purchase and is attached to this report. Because this property was purchased with affordable housing funds, the proceeds from the sale have to be deposited into the City's Low and Moderate Income Housing Asset Fund and used in accordance with the requirements of the Redevelopment Law.

The purchase price was established by an appraisal performed by a certified real estate appraiser and reflects the fair market value of the property.

FISCAL IMPACT

This parcel was originally purchased with affordable housing funds of Redevelopment Agency. Proceeds from the sale of these two properties will go into a separate fund for the Successor Housing Agency. These monies can only be used for affordable housing purposes.

STAFF RECOMMENDATION

That Council hold the public hearing required by Health & Safety Code section 33433 and approve Resolution No. 1899 and the attached purchase agreement, promissory note, and deed of trust, and authorize the City Manager to execute them.

TABLE OF CONTENTS

PAGE

Resolution No. 1899.....	3
Purchase agreement.....	5
Promissory Note.....	14
Deed of Trust.....	15
Summary Report.....	26

RESOLUTION NO. 1899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OF THE CITY OF SCOTTS VALLEY TO SIGN THAT CERTAIN SALE AND PURCHASE AGREEMENT BETWEEN THE CITY AND SV HOUSING, LLC FOR THE SALE OF THAT CERTAIN REAL PROPERTY LOCATED ON ERBA LANE (APN NO. 022-481-18)

WHEREAS, the City of Scotts Valley (the "City") acquired property within the City for the purpose of developing or facilitating the development of affordable housing within the City; and

WHEREAS, the City acquired that certain property located on Erba Lane (APN No. 022-481-18) for such purpose (the "Property"); and

WHEREAS, with the elimination of redevelopment in the State, the City's ability to develop housing has been greatly diminished; and

WHEREAS, the City desires to now sell the Property; and

WHEREAS, SV Housing, LLC ("Buyer"), is interested in acquiring the Property to develop it for high density housing consistent with the City's General Plan; and

WHEREAS, Government Code Section 65402(a) requires that prior to the sale of such real property by the City, the location, purpose, and extent of the acquisition shall be submitted to, and reported upon, by the planning agency as to conformity with the adopted General Plan; and

WHEREAS, the planning agency for the City for the purpose of Government Code Section 65402(a) is the Planning Commission of the City of Scotts Valley (the "Planning Commission"); and

WHEREAS, on January 29, 2015, the Planning Commission, by resolution determined that the sale of the Property was consistent with the General Plan in accordance with Government Code Section 65402(a); and

WHEREAS, the Property was acquired using tax increment funds and therefore, prior to sale of those parcels, in accordance with Health & Safety Code section 33433, the City must prepare a summary report of the terms of the sale including information demonstrating that the property is being sold for not less than either the fair market value or fair reuse value and hold a public hearing. The summary report for the Property was prepared on January 7, 2015, and has been available to the public at least two weeks before the public hearing. The public hearing was noticed on January 23, 2015.

NOW THEREFORE, the City Council of the City of Scotts Valley, California,
HEREBY RESOLVES as follows:

1. That the aforementioned findings are approved.
2. That pursuant to Government Code Section 65402(a), the Planning Commission determined that the proposed sale of the Property to Buyer for the development of the housing is in conformity with the adopted 1994 Scotts Valley General Plan and Zoning Code.
3. That the sale of the Property will assist in the elimination of blight and is consistent with the City's General Plan.
4. The purchase prices for the sale of the Property is not less than the fair market value at its highest and best use and is consistent with appraisals prepared by Ronald Zeller.
5. That the City Manager is authorized to execute those certain purchase agreements for the sale of the Property.

PASSED, APPROVED, AND ADOPTED this 4th day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dene Bustichi, Mayor

ATTEST:

Tracy Ferrara, City Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made this 4th day of February 2015 ("Agreement") by and between the SV Housing, LLC, a California limited liability company (hereinafter "Purchaser") and the City of Scotts Valley, a California municipal corporation (hereinafter "Seller").

1. **Definitions.** The following defined terms used in this Agreement shall have the following meaning and definition:

- (a) **"Agreement"** means this Agreement.
- (b) **"Close of Escrow" or "COE"** shall be within 120 days of the date of this agreement. In addition, the due diligence period may be extended an additional 30 days in accordance with Section 6 which would extend COE by 30 days.
- (c) **"Escrow Holder" and "Title Company"** shall mean Stewart Title of California, Inc.
- (d) **"Property"** means property owned by Seller containing approximately .76 acres (gross area) located directly across from the Scotts Valley Fire Department on Erba Lane, Scotts Valley, California, APN 022-481-18, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
- (e) **"Purchase Price"** means as set in Section 3.

2. **Agreement.** Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller the Property subject to and upon the terms and conditions hereinafter set forth, attached hereto and made a part hereof.

3. **Purchase Price.** The Purchase Price for the Property shall be \$621,500.00. Purchaser shall pay \$100,000.00 upon the COE. The remainder of the Purchase Price shall be financed by the Seller subject to the terms of the Deed of Trust and Promissory Note attached hereto as Exhibit B.

4. **Escrow.** The parties have opened an escrow account with the Title Company to consummate the purchase and sale of the Property in accordance with the terms and conditions of this Agreement. This Agreement shall constitute the escrow instructions, provided, however, Purchaser and Seller agree to execute and not to unreasonably withhold their consent to any additional provisions required by the Escrow Holder

as a condition to conducting the escrow. Each party shall pay one half (½) of the escrow fee. Taxes, rents, and insurance, if any, shall be prorated by the Escrow Holder to the date of the COE. As a condition to the COE, Purchaser shall be provided with an CLTA extended coverage owner's policy of title insurance in an amount equal to the Purchase Price, to be issued by the Escrow Holder, showing fee title to the Property vested in Purchaser, or nominee, and subject only to such liens and encumbrances as are accepted and agreed to, in writing, by Purchaser, pursuant to Section 5 below entitled "EXAMINATION OF TITLE". The premium for the title insurance policy shall be divided on a 50%/50% basis between Seller and Purchaser. Seller shall pay the cost of any City or county transfer taxes. Said title policy shall contain, at Purchaser's option and expense, endorsements insuring that the Property abuts upon, and has access to, all adjoining streets and rights of way.

Upon COE, Purchaser shall be provided with a grant deed conveying good and marketable fee title to the Property, and all rights associate therewith.

The form of the grant deed shall be subject to the approval of Purchaser. The grant deed shall convey all of the Seller's right, title and interest in and to all mineral rights, oil and/or gas in, on and below the Property and all rights of surface entry thereto for access to said mineral and oil and/or gas located in on or below the Property. The escrow holder shall also be instructed not to indicate the documentary transfer tax on the grant deed.

5. **Examination of Title.** At Purchaser's expense, Purchaser shall be furnished with a Preliminary Title Report pertaining to the Property together with copies of all documents of record referenced therein and a plat map, delineating the Property, with the dimensions thereon, showing the location of easements and other matters of record. Such Preliminary Title Report shall be ordered by Purchaser and delivered to Purchaser immediately upon execution of this Agreement. If Purchaser shall not deliver its written approval of the Preliminary Title Report within 20 days of Purchaser's receipt thereof, including copies of all documents of record, or approval conditioned upon the removal of specific matters shown in the Preliminary Title Report, the Preliminary Title Report shall be deemed to be disapproved, or, in the event that approval is conditional and Seller fails to comply with Purchaser's conditions for approval prior to the date for COE, Purchaser may elect to terminate this Agreement and the escrow opened pursuant to this Agreement. Seller agrees to use its best efforts to cause the removal of any exception to title disapproved by Purchaser, and any monetary liens shall be paid in full by Seller at closing, except that non-delinquent real estate taxes shall be prorated as of the COE.

6. **Due Diligence.** Due Diligence and Time for Satisfaction of Conditions. Purchaser, or its designees, shall commence due diligence with respect to the Property promptly upon Seller's and Purchaser's mutual execution hereof (the "**Execution Date**"), and the due diligence period shall expire ninety (90) days after the effective date of this Agreement (such period being hereinafter referred to as the "**Due Diligence Period**"). During the Due Diligence Period, Purchaser shall satisfy itself with the condition of the Property and the suitability of the Property for Purchaser's intended use. Purchaser is permitted to perform a Phase I study on the Property during the Due Diligence Period. In the event this agreement is terminated for any reason, Purchaser shall provide Seller with any and all studies, reports, documents obtained during the Due Diligence Period. Notwithstanding anything in this Agreement to the contrary, Purchaser shall have the right to terminate this Agreement for any reason or for no reason whatsoever at any time during the Due Diligence Period. In the event Purchaser needs additional time to complete its Due Diligence, this it is entitled to one 30-day extension upon written request to Seller.
7. **Seller's Warranties.** Seller represents, warrants and covenants to Purchaser the following: (a) that Seller is the owner, in fee, of the Property and that the title conveyed to Purchaser will not be encumbered by any liens, easements, licenses or other rights not disclosed by the public record; (b) the person(s) executing this Agreement on behalf of Seller have the full authority to execute this Agreement; (c) no leases, rental agreements and/or service contracts are in effect with respect to the Property; (d) Seller has no knowledge, actual or constructive, of any material defect in the Property; (e) Seller has no knowledge of nor has Seller received notice of any pending or contemplated condemnation proceedings or litigation affecting the Property; (f) as of the date hereof, Seller has not received nor is Seller aware of any notification from any building, safety or health department or any other governmental agency of any existing violation of any applicable law, ordinance, rule or regulation over which such department has or claims jurisdiction and which requires any work to be done with respect thereto affecting the Property; (g) to the best of Seller's knowledge, without investigation by Seller, the Property is free from contamination from hazardous material or toxic substances and is not subject to unreasonable risk of earthquake damage. These warranties shall survive the COE and delivery of the grant deed to Purchaser for a period of two years. In addition Purchaser may terminate this Agreement and the escrow and have no further obligation to Seller in the event of any material misrepresentation or breach of warranty by Seller hereunder.

8. **Broker.** The parties acknowledge that there have not been any brokers or agents involved in this transaction.
9. **Oral and Written Agreements.** This Agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations, agreements, brochures and understandings, whether written or oral, with respect to the subject matter hereof and none shall be used to interpret or construe this Agreement. Any changes to this Agreement shall be in writing and shall be executed by both Purchaser and Seller.
10. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
11. **Notices.** Any notice provided for herein shall be given by registered or certified United States mail, postage prepaid, addressed as set forth below. Delivery shall be deemed complete upon receipt by the addressees.

PURCHASER:
Larry Abitbol
SV Housing, LLC
5005 Ironwood Drive
Soquel, CA 95073

SELLER:

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

12. **Attorneys Fees.** In the event of any controversy, claim, or dispute between the parties hereto, including arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to recover, in addition to all other remedies at law or in equity, costs of any proceeding relating to such controversy, including expert witness fees and reasonable attorney's fees.
13. **Toxics.** To the best of Seller's knowledge, without any duty to investigate by Seller, the Property is not and will not, as of the closing, be in violation of any federal, state or local law, ordinance or regulation relating to hazardous substances or other environmental conditions on, under or about the Property, including, but not limited to any violation pertaining to soil and ground water conditions. Neither Seller nor, to the best of Seller's knowledge, any third party has at any time used, stored or disposed of, on, under or about the Property or transported to or from the Property any "Hazardous Substances" as defined below. To the best of Seller's knowledge there is no proceeding inquiry by any governmental authority,

including, without limitation the U.S. Environmental Protection Agency of the California State Department of Health Service, with respect to the presence of such Hazardous Substances on the Property or the migration therefrom on to other property.

For the purposes of this Agreement, "Hazardous Substances" include any toxic, corrosive, inflammable or ignitable, explosive, asbestos or radioactive material, whether injurious by themselves or in combination with other materials, and including substances defined as hazardous substances, hazardous materials or toxic substances in the Acts beginning at 15 U.S. Code 2601 et. seq., 33 U.S. Code 1251 et seq., 42 U.S. Code 6901 et seq. (the Resource Conservation and Recovery Act), 42 U.S. Code 7401 et seq., 42 U.S. Code 9601 et seq. (the Comprehensive Environmental Response, Compensation and Liability Act of 1980). 49 U.S. Code 1801 et seq. (the Hazardous Materials Transportation Act), California Health & Safety Code 25100 et seq., and 25300 et seq., and California Code 1300 et seq., and the regulations and publications adopted and promulgated pursuant to such statutes.

In the event any Hazardous Substances as defined above are determined to be present on, under or about the Property, Purchaser may elect to terminate this Agreement and the escrow, and the escrow holder is hereby instructed to release any deposits or other things of value to Purchaser without further instruction. In the alternative, Purchaser can demand that Seller remediate and remove all Hazardous Substances located on the Property within 30 days of the discovery of the Hazardous Substances.

14. **Tests and Studies.** Seller shall furnish Purchaser copies of any reports relating to the Property including, but not limited to, all engineering studies, environmental studies, subdivision plans, general plans, specific plans, zoning information and other documents relating to the Property within the Seller's possession within five (5) days of the execution of this Agreement. Purchaser shall furnish Seller with copies of all non-proprietary studies conducted by Purchaser including, but not limited to, hazardous materials, site plans, elevations, and soils reports.
15. **Right of Entry.** Purchaser, upon the opening of Escrow, shall be granted right of entry on the Property for the purposes of conducting feasibility studies.
16. **Representations.**
 - A. **Purchaser's Representations.** In order to induce Seller to enter into this Agreement and the transactions contemplated hereunder, Purchaser hereby represents and warrants, both as of the date hereof and again as

of the Closing Date, that this Agreement and all documents executed by Purchaser which are to be delivered to Seller hereunder will be duly authorized, executed and delivered by Purchaser, are and as of the Closing Date will be legal, valid and binding obligations of Purchaser and do not and as of the Closing Date will not violate any provisions of any agreement or judicial order to which Purchaser is a party or to which it is subject.

B. Seller's Representations. In order to induce Purchaser to enter into this Agreement and the transactions contemplated hereunder, Seller hereby represents and warrants as follows, both as of the date hereof and again as of the Closing Date:

- (i) Seller is the sole owner of the Property and has full power and authority to enter into and comply with the terms of this Agreement and to own and convey the Property.
- (ii) This Agreement and all documents executed by Seller which are to be delivered to Purchaser hereunder will be duly authorized, executed and delivered by Seller, are and as of the Closing Date will be legal, valid and binding obligations of Seller and do not and as of the Closing Date will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.
- (iii) To the best of Seller's knowledge, the Property is not subject to any encumbrances, liens, adverse claims or other matters except as set forth in the title report.
- (iv) To the best of Seller's knowledge, there is no claim, litigation or condemnation, land use, special assessment or other governmental proceeding or investigation pending or threatened against or relating to the Property and no basis exists for any such action.
- (v) All copies of tests and studies required by Section 13 are and shall be accurate and complete copies of the originals thereof and shall, to the best of Seller's knowledge, not contain any untrue statement of a material fact or omit to state any material fact the disclosure of which is necessary to make the information contained therein not misleading.

17. **Survival of Representations.** All representations, covenants and warranties of the parties contained herein or in any document, certificate or statement delivered pursuant hereto are intended to and shall remain true and correct at all times during the term of this Agreement and shall be deemed to be material. Each such representation and warranty shall survive the Closing Date and any other termination of this Agreement for a period of one (1) year; all indemnities contained herein shall survive the Closing Date and any other termination of this Agreement without such limitation.
18. **Right of Entry.** From the effective date of this Agreement and throughout the escrow period, Purchaser and its designated agents, employees, consultants and representatives ("Purchaser's Agents") shall be granted a right of entry on the Property to perform such soil, engineering and geological tests and other physical inspections and to make such other reports as Purchaser shall deem appropriate for any other purpose related to Purchaser's proposed development and acquisition of the Property. Any such entry onto the Property shall be at reasonable times and Purchaser shall repair any damage to the Property caused by Purchaser's entry and activities thereon. Purchaser shall indemnify and hold Seller harmless from any lien, loss, claim, liability, or expense, including attorneys fees and costs, arising out of or in connection with Purchaser or Purchaser's Agents activities on or about the Property.
19. **Interpretation.** Words in the singular shall be deemed to include the plural and vice-versa and words in a particular gender shall be deemed to include each other gender. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions hereof. Time shall be of the essence of every provision of this Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws, without regard to the conflicts of law provisions of such laws, of the State of California applicable to agreements made and to be performed in such state.
21. **Counterparts.** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

PURCHASER:
SV HOUSING, LLC

SELLER:
CITY OF SCOTTS VALLEY

By: Larry Abitbol
Its: Managing Member

By: Stephen Ando
Its: City Manager

Attest:

Tracy A. Ferrara, City Clerk

Approved as to Form:

Kirsten Powell, City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

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

Being a part of Parcel 2, as said Parcel is shown on that certain map recorded March 8, 1976, in Volume 20 of Parcel Maps, at Page, Santa Cruz County Records and being more particularly described as follows, to wit:

Beginning at a point in the southwestern boundary of said Parcel 2, from which the most western corner thereof bears along said boundary, North 22°52'00" West 573.13 feet distant;

Thence from said **Point of Beginning**, along the southerly prolongation of said southwestern boundary, South 22°52'00" East 319.72 feet; thence leaving said last mentioned prolongation, North 61°32'00" East 152.16 feet; thence North 40°00'57" West 326.29 feet, more or less, to a point from which the **Point of Beginning** bears, South 60°00'00" West 55.65 feet distant; thence South 60°00'00" West 55.65 feet, more or less, to the **Point of Beginning**.



Curt G. Dunbar, PLS 5615
License renewal date 9-30-06

Zone Change Map/Legal Description
C.C. Ordinance No. 16-ZC-201



PROMISSORY NOTE

\$521,500.00

Scotts Valley, California

FOR VALUE RECEIVED, the undersigned ("Debtor") promises to pay in lawful money of the United States of America, to the City of Scotts Valley ("Holder"), the principal sum of \$521,500.00 with interest at the rate of 2% per annum on the outstanding principal balance until paid, all accrued interest to be due and payable in quarterly equal installments on the 1st day of February, May, August and November of each year. Said principal sum shall be repaid by January 21, 2025 or upon the sale of the property located at Erba Lane, Scotts Valley, CA, APN 022-481-18, whichever shall occur first.

This Note can be prepaid. Debtor reserves the right at any time to prepay all or a portion of the principal balance remaining due on the Note with no penalty.

Failure to make any payment within ten (10) days of due date shall, at Holder's option and without notice to Debtors, be deemed an event of default and shall entitle Holder at its option to declare the entire balance of the indebtedness represented by this Note immediately due and payable. Should any event of default occur under the terms of this Note, the Debtors shall pay all reasonable costs and expenses of collection, including attorneys' fees incurred by the Holder in the collection hereunder.

This Note shall be governed by the laws of the State of California. In the event that any provision of this Note shall be held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable in accordance with their terms.

This Note is the personal obligation of the Debtor.

DEBTOR:
SV Housing, LLC

By: Larry Abitbol, Managing Member

RECORDING REQUESTED BY:
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

WHEN RECORDED MAIL TO:
City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST (herein "Deed of Trust") is made this ____ day of _____, 2015 among SV Housing, LLC, (herein "Borrower"), the City of Scotts Valley (herein "Trustee"), and the Beneficiary, the City of Scotts Valley, whose address is One Civic Center Drive, Scotts Valley, California (herein "Lender"). Borrower owes Lender the principal sum of \$521,500.00. This debt is evidenced by Borrower's Note dated the same date as this Deed of Trust ("Note"). The Note provides that the full debt, together with other amounts owing including interest shall be due and payable on the "Maturity Date" of the Note. The Note defines the Maturity Date as the date the first note and deed of trust become due and payable, January 21, 2025, or upon sale of the property located on Erba Lane in the City of Scotts Valley, County of Santa Cruz, California, Assessor's Parcel No. 022-481-18.

The loan evidenced by the Note and secured by this Deed of Trust (the "Loan") is being made for the purpose of enabling Borrower to construct housing within the City of Scotts Valley.

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the property described in Exhibit "A" located in the City of Scotts Valley, County of Santa Cruz, State of California, which has the address of Erba Lane, Scotts Valley, CA , (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

SVHousingDeedofTrust1.14.15

This Deed of Trust secures to Lender: a) the repayment of the indebtedness evidenced by the Note with interest as provided in the Note and all renewals, extensions and modifications of the Note; b) the payment of all other sums, with interest as provided by the Note, advanced in accordance herewith to protect the security of this Deed of Trust; c) the performance of the covenants and agreements of Borrower herein contained; and d) to further secure to Lender.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
3. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewal thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. All requirements hereof pertaining to insurance shall be deemed satisfied if the Borrower complies with the insurance requirements under the First Deeds of Trust, provided Lender is

named on such policies as loss payee as its interest may appear and is named as an additional insured. If lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums renewal notices and policies.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust, subject to the rights of the holders of any mortgage deed of trust, security instrument or other lien superior in priority to this Deed of Trust.

5. **Preservation and Maintenance of Property** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under any recorded documents.

The portion of the Property that is subject to public view (including all improvements from time to time erected thereon, including paving, walkway, landscaping and ornamentation) shall be maintained in good repair and in a neat, clean and orderly conditions. In the event that there should arise at any time a condition in violation of the above maintenance standard, upon written notification from the Lender, the Borrower shall have thirty (30) days from the receipt of such notice to cure said condition. In the event Borrower fails to cure the condition within the time allowed, the Lender shall have the right to perform all acts necessary to cure such a condition, or to take other recourse at law or equity to Lender may then have and to receive from the Borrower the Lender's cost in taking such action pursuant to Paragraph 6 below.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, the Lender, at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums

required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to paragraph 5 or paragraph 6, of this agreement shall accrue interest, at the lesser of 10% or the maximum amount permitted by law, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in paragraph 5 or 6 shall require lender to incur any expense or take any action hereunder.

Borrower shall provide Lender with proof of payment of property taxes and payments under any superior liens on the Property upon request of Borrower.

7. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject and subordinate to the rights of the holder of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey said Borrower's interest in the Property of Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any

other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

11. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

Any notice provided for this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
14. **Loan Charges.** If a law which applies to this loan and which sets maximum loan charges is finally interpreted so that the interest to other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: 1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and 2) any sums already collected which exceed permitted will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owing under the Note or by making a direct refund to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

15. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof and all senior lienholder specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date of notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or other defense of Borrower to acceleration and sale. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to reasonable attorney's fees.

Except for a conveyance to the trustee under the First Deeds of Trust, or transfer exceptions as described on Page 1, Paragraph 1, Subsection a, if all or any part of the Property or any interest therein is sold or transferred in any manner or way, whether voluntarily or involuntarily, without the written consent of the Lender being first had and obtained. Lender shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, immediately due and payable.

If lender exercises this option, Lender shall give Borrower and all senior lien holders prior written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower. Notwithstanding Lender's right to invoke any such remedies, Lender agrees that it will not commence foreclosure proceedings or accept a deed in lieu of foreclosure, or exercise any other rights or remedies hereunder until it has given the holders of the First Deed of Trust at least 60 days prior to written notice.

The Borrower and the Lender agree that whenever the Note or this Deed of Trust gives the Lender the right of approval or with respect to any matter affecting the Property (or the construction of any improvements thereon) or otherwise, and a right of approval or consent with regard to the

same matter is also granted to the holder of the First Deed of Trust, such senior lienholder's approval or consent or failure to approve or consent, as the case may be, shall be binding on the Borrower and the Lender.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recital in the Trustee's deed shall be prima facie evidence of the truth of the statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceeding begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of judgement enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreement of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed

of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Borrower shall not rent the Property without the prior written consent of Lender, which consent can be withheld for any reason or no reason. If Borrower rents the Property without the prior written consent of Lender, Lender may exercise its right of acceleration in accordance with paragraph 16 of this Agreement.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to premiums on receiver's bonds and reasonable attorneys' fees, add them to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust to Trustee, Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.
19. **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of Santa Clara County. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successors trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
20. **Request for Notices.** A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Property shall be recorded by Lender in the Office of the Recorder of

Santa Clara County for the benefit of Lender under the procedure specified in Civil Code Section 2924b. Lender may declare a default under this Deed of Trust upon receipt of any notice given to Lender pursuant to Civil Code Section 2924b, and may exercise any rights available to it under this Deed of Trust.

- 21. **Statement of Obligation.** Lender may collect a fee not to exceed \$50 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code California.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

_____,
Borrower

_____,
Borrower

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

On _____ before me, _____,
personally

DATE

NAME, NOTARY PUBLIC

appeared _____,
proved to me on

NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

SIGNATURE

NAME

(Reserved for official seal)

LEGAL DESCRIPTION

EXHIBIT "A"

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

Being a part of Parcel 2, as said Parcel is shown on that certain map recorded March 8, 1976, in Volume 20 of Parcel Maps, at Page, Santa Cruz County Records and being more particularly described as follows, to wit:

Beginning at a point in the southwestern boundary of said Parcel 2, from which the most western corner thereof bears along said boundary, North 22°52'00" West 573.13 feet distant;

Thence from said **Point of Beginning**, along the southerly prolongation of said southwestern boundary, South 22°52'00" East 319.72 feet; thence leaving said last mentioned prolongation, North 61°32'00" East 152.16 feet; thence North 40°00'57" West 326.29 feet, more or less, to a point from which the **Point of Beginning** bears, South 60°00'00" West 55.65 feet distant; thence South 60°00'00" West 55.65 feet, more or less, to the **Point of Beginning**.



Curt G. Dunbar, PLS 5615
License renewal date 9-30-06

Zone Change Map/Legal Description
C.C. Ordinance No. 16-ZC-201



**SUMMARY REPORT PURSUANT TO SECTION 33433 OF THE CALIFORNIA
HEALTH AND SAFETY CODE ON THE PURCHASE AGREEMENT WITH
THE CITY OF SCOTTS VALLEY AND BAY PHOTO**

On March 7, 2011, the former Scotts Valley Redevelopment Agency purchased that certain property located across the street from the Scotts Valley Fire Department on Erba Lane in Scotts Valley, California, bearing Assessor's Parcel Number 022-481-18 from the City of Scotts Valley for the development of affordable housing. On March 24, 2011, with the State elimination of redevelopment agencies, the Redevelopment Agency transferred the properties to the City of Scotts Valley. However, because the properties were purchased with tax increment funds, the City must comply with Health & Safety Code section 33433 prior to entering into an agreement for the sale of the properties. Section 33433 requires that a copy of the proposed sale agreement and a summary report that describes and contains specific financing elements of the proposed transaction be available for public inspection prior to the public hearing. As required in the Code, the following information shall be included in the summary report:

(i) The cost of the agreement to the agency, including land acquisition costs, clearance costs, relocation costs, the costs of any improvements to be provided by the agency, plus the expected interest on any loans or bonds to finance the agreements.

(ii) The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan.

(iii) The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease. The purchase price or present value of the lease payments which the lessor will be required to make during the term of the lease. If the sale price or total rental amount is less than the fair market value of the interest to be conveyed or leased, determined at the highest and best use consistent with the redevelopment plan, then the agency shall provide as part of the summary an explanation of the reasons for the difference.

(iv) An explanation of why the sale or lease of the property will assist in the elimination of blight, with reference to all supporting facts and materials relied upon in making this explanation.

(v) The report shall be made available to the public no later than the time of publication of the first notice of the hearing mandated by this section.

1. Cost of the Agreement:

Pursuant to the contract, SV Housing, LLC shall pay the City Six Hundred Twenty-One Thousand, Five Hundred and no/100ths Dollars (\$621,500.00). APN 022-481-18 was valued at \$621,500.00 by Ronald S. Zeller in an appraisal prepared on

November 14, 2014. The City is responsible for the payment of all city and county documentary transfer taxes, the one-half of the premium for a CLTA standard coverage Owner's Title Policy, the cost of any title endorsements obtained by Seller to remove or insure against a Title Objection, and one-half of any escrow fees.

2. The estimated value of the interest to be conveyed:

The estimated value of the interest to be conveyed or leased, determined at the highest and best uses permitted under the plan is \$621,500.00.

3. The estimated value of the interest to be conveyed or leased, determined at the use and with the conditions, covenants, and development costs required by the sale or lease.

The estimated value of the interest to be conveyed is equal to the fair market value of the interest to be conveyed determined at the highest and best use consistent with the redevelopment plan.

4. The elimination of blight:

SV Housing, LLC is purchasing the property to develop housing. This undeveloped and vacant site is approximately three-quarters of one acre and will be developed into a residential project.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 4, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: SILTANEN PARK – GIRL'S SOFTBALL FIELD IMPROVEMENTS

SUMMARY OF ISSUE

Now that the Safe Route to Schools project has been completed, Girl's Softball would like to make improvements to the softball field adjacent to the new pathway. One improvement is to move the angle of the playing field to allow more distance between the 3rd baseline and the pathway. The second is to make room for dugouts along the 1st and 3rd baselines. This would be done by installing fencing to match the Safe Route to Schools fencing. In addition, Girl's Softball would like to replace the backstop and add 120 tons of track fines.

David Payne of Scotts Valley Girl's Softball presented the above proposal at the January 18, 2015 Parks and Recreation Commission meeting. The Commission made a motion to recommend the improvements be carried forward as outlined to City Council. At that time, the cost of the improvements was not discussed. Subsequent conversations with David Payne have estimated the cost at \$25,000.00.

David Payne will be attending the meeting to give an oral presentation on the proposed improvements.

FISCAL IMPACT

\$25,000.00 for track fines, fencing, and backstop. If the City were to pay for a portion or all of these costs, they could be paid from the Lennar funds or Parks and Recreation Impact Fees.

STAFF RECOMMENDATION

Staff supports the recommendation by the Parks and Recreation Commission and requests direction from Council.

TABLE OF CONTENTS

Proposed Softball Improvements Diagram

PAGE

2

Dear SV Parks and Recreation Commission,

The construction projects by the City over the last few months has vastly improved the park. Unfortunately, some of the changes have effected the Junior softball field. Specifically, the road and increased grading has encroached the playing field. I have been working with Scott Hamby, Frank Alvarez and others to mitigate some of the issues, namely drainage, access, and safety. I'm happy to report that we are well on our way to resolving most of the issues.

Scott asked me to share our solution for creating better access to the field and a safer environment for players and spectators. Below is a drawing identifying the changes.



Proposed changes to Siltanen Junior Field

- 1 Move home plate and bases approximately 8' from current locations, maintaining ASA U8 specifications
- 2 Add fencing to create new dugouts
- 3 Extend fencing on first base side to protect spectators
- 4 Add Candlestick fines to elevate field to meet ADA requirements and minimize flooding