



AGENDA

Meeting of the
Scotts Valley City Council
In-Person and Remote Access
Date: February 5, 2025
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	Agenda posted on 1-31-2024 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at: www.scottsvally.gov
ELECTED OFFICIALS		CITY STAFF MEMBERS
Derek Timm, Mayor Allan Timms, Vice Mayor Steve Clark, Council Member Krista Jett, Council Member Donna Lind, Council Member		Mali LaGoe, City Manager Kirsten Powell, City Attorney Stephanie Hill, Administrative Services Director Cathie Simonovich, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS

Notice regarding City Council Meetings:

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

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.scottsvally.gov 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.scottsvally.gov.

Public Participation:

The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: <https://www.youtube.com/@cityofscottsvally>

For those wishing to participate via Zoom you can join the following ways:

Zoom Webinar meeting link: <https://us02web.zoom.us/j/83295730901>

Or dial one of these numbers: (669) 900-9128 or (669) 444-9171

Webinar ID: 832 9573 0901

Whether attendance is in-person or remote, you will be given opportunities to provide public comment at the appropriate times throughout the meeting. The time limit is up to 3 minutes for an individual, or 5 minutes for someone who is representing a group of three or more, at the discretion of the Mayor. Please note that this is not a question-and-answer time, but simply a time to provide comments to the Council. At the appropriate times during the meeting for public comment, on items not on the agenda, and on specific agenda items, the Mayor will announce that public comment will be accepted.

How to comment via in-person attendance:

Please proceed to the public comment podium when the Mayor opens the item for public comment.

How to comment via Zoom Webinar:

Use the webinar attendee option to “raise hand” when the Mayor opens the item for public comment. The Clerk will unmute you when it is your turn. If you have joined via Zoom phone call, dial *9 or your phone to “raise your hand”, and the Clerk will unmute you when it is your turn.

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTER

1. Mayor's Proclamation honoring Don Murray, Reserve Police Officer

COMMITTEE REPORTS

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

This is the opportunity for individuals attending in person to make 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. Written public comment may be emailed to the City Clerk by 5:00 PM on the day of the meeting at csimonovich@scottsvally.gov.

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

The Consent Agenda is comprised of items which are intended to be non-controversial and are approved without discussion. Persons wishing to speak on any item may request the item be moved to the Regular Agenda by raising their hand to be recognized by the Mayor. An item will only be moved from the Consent Agenda to the Regular Agenda if a City Council Member requests it to be moved and a majority of the Council agrees.

1. Approve City Council minutes of 01-15-2025
2. Approve check register dated 1-11-2025 through 1-31-2025
3. Ratify appointments to Arts Commission
4. Contract with David J Powers for Environmental Impact Report for the Updated Town Center Specific Plan
5. Professional Services Agreement Amendment: Cloud-Based Computerized Maintenance Management Software (CMMS) System
6. Investment Report for the Quarter Ended December 31, 2024
7. Termination of City's Declaration of Local Emergency related to the tornado

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. Receive Fiscal Year 2024-2025 Mid-Year Report, including Proposed Budget Amendments
2. Future Council Agenda Items

CONVENE TO CLOSED SESSION

CLOSED SESSION SUBJECT(S)

1. Conference with legal counsel regarding real property negotiations
Legal Authority: Government Code Section 54956.8
Location: 360 Kings Village Road, Scotts Valley, CA 95066
Staff Present: City Manager, City Attorney, Administrative Services Director

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

ADA NOTICE

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5600 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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

City of Scotts Valley Mayor's Proclamation

Honoring Don Murray for 30 Years of Service to the City of Scotts Valley

- WHEREAS,** Don Murray started volunteering with the city in 1995 as a Reserve Police Officer and has provided 30 years of continuous service for our community. Over those past three decades he has volunteered more than 7,000 hours to the Scotts Valley Police Department; and
- WHEREAS,** He performed the duties of a full-time patrol officer, which includes DUI Checkpoints, bicycle patrols, arrestee transport, traffic control, and burglary suppression; and
- WHEREAS,** In 1996 he received the Chief's Commendation for volunteering to do traffic control all night when an unexpected power outage hit many areas of the Western United States; and
- WHEREAS,** In 1998 he received the Chief's Commendation for his work during a heavy rainstorm which caused flooding and the evacuation of people from their homes; and
- WHEREAS,** He received the Reserve Officer of the Year Award in both 1998 and 1999; and
- WHEREAS,** Over the past 30 years he has volunteered to work many special events in the city including, but not limited to, Cops N Rodders, National Night Out, Eggapalooza, Holiday Light Cruise, Nostalgia Night, DARE Graduation, Gym Jam, Ice Cream Social, 4th of July, Wharf to Wharf, and Red Ribbon Week; and
- WHEREAS,** He supports Special Olympic events every year by helping at the Torch Run, Tip-A-Cop, and Police-In-Pursuit; and
- WHEREAS,** In 2017 he received the "Top Gun Award" as the department's top marksman that year. It was the first time a Reserve Officer had ever obtained that commendation; and
- WHEREAS,** He received the Employee of the Month Award in August 2020 when he volunteered 12 hours a day, for seven days straight, during Scotts Valley's mandatory evacuation due to the approaching CZU Lightning Complex fires. He was only able to work that long because he took vacation days off from his place of employment to help out. It was the first time in the history of the Scotts Valley Police Department that a volunteer received that commendation.

NOW, THEREFORE, I, Derek Timm, as Mayor of the City of Scotts Valley, on behalf of the entire City Council, do hereby congratulate and honor Don Murray for 30 years of service to the City of Scotts Valley.




Derek Timm, Mayor
Signed and sealed this 5th day of February 2025



MINUTES

Meeting of the
Scotts Valley City Council
Date: January 15, 2025
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 1-10-2024 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvally.gov .

CALL TO ORDER 6:00 PM

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

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Derek Timm, Mayor
Allan Timms, Vice Mayor
Steve Clark, Council Member
Krista Jett, Council Member
Donna Lind, Council Member

CITY STAFF MEMBERS PRESENT:

Mali LaGoe, City Manager
Kirsten Powell, City Attorney
Cathie Simonovich, City Clerk
Steve Walpole, Police Chief
Rodolfo Onchi, Public Works Director
Taylor Bateman, Community Development
Director
Stephanie Hill, Administrative Services Director

COMMITTEE REPORTS

VM Timms attended the Consolidated Oversight Board meeting where they approved the three Successor Agency resolutions that the City Council adopted on December 18, 2024.

CM Lind attended the Chamber of Commerce Ambassador meeting, and they are requesting nominations for their annual awards. See the Chamber of Commerce website homepage for more information. The gala is scheduled for May 3rd.

Mayor Timm attended the Chamber of Commerce Economic Development meeting where he introduced CM Clark as the City's designated liaison for 2025. The plans for the upcoming year were discussed.

CITY MANAGER REPORT

Annual Audit Complete: City Manager LaGoe commended the City's fiscal staff for timely completion of the 2023/2024 audit. Congratulations to Director Hill and the Finance team for this excellent work.

Community Development Block Grant (CDBG) Grant Application Submitted: This grant application was submitted just before the holidays and if we are awarded this funding it will help to fund additional staffing and programming at the Senior Center.

Fields Closed: The fields at Skypark and Siltanen Park have been closed for reseeding and quality improvements to the grass. City Manager LaGoe thanked the community for their patience while this important rehabilitation is completed.

Storm Damage Reimbursement: The City has been working with State and Federal partners regarding storm damage reimbursement costs. A meeting was held last week with California Office of Emergency Services (CalOES) to discuss the damage to the City's infrastructure due to the tornado and the process to receive reimbursement.

Federal Reimbursement for 2023 Storm Damage: City Manager LaGoe, along with Administrative Services Director Hill, had a conversation with Congressman Jimmy Panetta's staff to hopefully keep the reimbursement process moving forward as this \$2M+ is needed to pay back the General Fund.

Leadership Santa Cruz: The City hosted the Leadership Santa Cruz current cohort last Friday. City Manager LaGoe thanked VM Timms for welcoming the group and kicking off the day.

4575 SV Drive Project: The Planning Department approved a proposed housing project last Friday. This is located at 4575 Scotts Valley Drive and was submitted to the City under AB 2011, which means that the Planning Commission, City Council and public will not have input on the design or features of the project. The scope of the project includes demolition of an existing office building (44,000 feet), and the construction of three new apartment buildings to accommodate 100 multi-family apartments with 107 parking spaces. The project involved various state housing laws that modify the City's building requirements, including increasing height and reducing parking. Building plans have been submitted and are under review. The City will add a

webpage dedicated to this project to keep the community informed.

New Police Officer Trainee Larson Graff: Our newest Police Officer Trainee is set to graduate from the academy on January 24th, will be sworn in January 27th, and then begin field training here in Scotts Valley.

Aeration Capital Improvement Project (CIP) Project: This project is in full swing at the Wastewater Treatment Plant.

New Recycled Water System: This reached the 10% design milestone recently.

Congratulations to Freddy Avalos: City Manager LaGoe congratulated Wastewater employee, Freddy Avalos, for passing the Grade One Operator test.

Quien Sabe Road Repair: Today the maintenance crew worked on Quien Sabe Road performing repairs. Additionally, designs are being finalized for repairs and improvement projects to 12 other roadways this year. Information regarding these projects will be posted to social media to keep the community informed.

Mid-Year Budget and 2025/2026 Budget: The mid-year budget will be presented to the City Council at the next meeting, and preparations are well underway for next year's budget.

Other Updates:

- City offices closed Monday, January 20th in observance of Dr. Martin Luther King Day
- Follow the City on social media!

PUBLIC COMMENT TIME

Sini Bava spoke about the wildfires in Southern California and noted that, as a community, we need to focus on ways to help the victims and we also need to focus on prevention and preparedness.

CM Lind announced that the Theater Guild is holding an open house on February 1st from 5:00 PM to 7:00 PM. They will release the new name and logo at the event.

Mayor Timm asked City Manager LaGoe to elaborate on what the City is doing for wildfire preparedness, and City Manager LaGoe responded that the City held a very well- attended event last year that covered preparedness and insurance issues. The City continues to put together resources and work on the insurance issues. The Mayor sits on a League of California Cities committee that is working on insurance advocacy. City Manager LaGoe thanked the fire fighters from Scotts Valley who are helping with the

fires in Southern California.

On the topic of preparedness, CM Jett noted even small steps can make a big impact. For instance, her neighborhood is getting together to discuss what they can do collectively to be more prepared.

ALTERATIONS TO CONSENT AGENDA

M/S: Timms/Lind

To approve the Consent Agenda with no alterations.

Carried 5/0 (AYES: Timm, Timms, Clark, Jett, Lind)

CONSENT AGENDA

1. Approve City Council Regular Meeting minutes and Special Meeting minutes of 12-18-2024
2. Approve check register dated 11-13-2024 through 1-10-2025
3. Approve the 2025 Scotts Valley Interjurisdictional Committee, Commission, Board and Council appointments, Standing Committee and Liaison appointments and adopt resolutions establishing project specific subcommittees

ALTERATIONS TO REGULAR AGENDA

M/S: Timms/Lind

To approve the Regular Agenda with no alterations.

Carried 5/0 (AYES: Timm, Timms, Clark, Jett, Lind)

REGULAR AGENDA

1. Community Grant Program

City Manager LaGoe presented this item and responded to questions from the Council Members.

After discussing both staff recommendations, the City Council Members gave direction to the City Staff to move forward with the recommendation of allocating \$10K of the \$50K available to be used to assist Scotts Valley businesses with the cost of becoming autism certified businesses.

2. Future Council Agenda Items

None.

ADJOURNMENT

The meeting adjourned at 6:45 PM.

Approved: _____
Derek Timm, Mayor

Attest: _____
Cathie Simonovich, City Clerk

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
Cash Account: 999-10100-000-000-000000					
133240	01/17/25	A SIGN ASAP	725.72	0	Regular
133241	01/17/25	ALVAREZ IND INC CLEAN BLDG	256.00	0	Regular
133242	01/17/25	AMANDA ARMSTRONG	49.00	0	Regular
133243	01/17/25	AMAZON CAPITAL SERVICES	876.49	0	Regular
133244	01/17/25	AT&T	8.86	0	Regular
133245	01/17/25	AT&T MOBILITY	1,566.25	0	Regular
133246	01/17/25	BADGE FRAME, INC.	21.00	0	Regular
133247	01/17/25	BATTERIES + BULBS #314	35.39	0	Regular
133248	01/17/25	CARMEL AREA WASTEWATER DIST	6,311.00	0	Regular
133249	01/17/25	COMCAST	453.91	0	Payment Manager
133250	01/17/25	COMPUTERSMITHS LLC	118.00	0	Regular
133251	01/17/25	CONTI LLC	6,588.85	0	Regular
133252	01/17/25	CSG CONSULTANTS, INC	7,091.00	0	Regular
133253	01/17/25	CUMMING MANGEMENT GROUP, INC	1,125.00	0	Regular
133254	01/17/25	EMPLOYMENT DEV. DEPT.	2,707.59	0	Regular
133255	01/17/25	FEDERAL EXPRESS	253.64	0	Regular
133256	01/17/25	GLADWELL GOVERNMENTAL SVCS INC	400.00	0	Regular
133257	01/17/25	GOOD CITY COMPANY	2,715.00	0	Regular
133258	01/17/25	HOUSEKEYS, INC.	18,750.00	0	Regular
133259	01/17/25	INTERWEST CONSULTING GROUP	1,732.50	0	Regular
133261	01/17/25	JENNIFER DUNBAR	22.07	0	Regular
133262	01/17/25	JESSE PIDCOCK	90.00	0	Regular
133263	01/17/25	K & D LANDSCAPING, INC.	79,698.15	0	Regular
133264	01/17/25	LOGAN & POWELL, LLP	17,012.09	0	Regular
133265	01/17/25	MBASIA	725,927.50	0	Regular
133266	01/17/25	MISSION UNIFORM SERVICE	809.91	0	Payment Manager
133267	01/17/25	NORTH CENTRAL LABORATORIES	279.80	0	Payment Manager
133268	01/17/25	O'DELL ENGINEERING	603.75	0	Regular
133269	01/17/25	O'REILLY AUTOMOTIVE, INC	54.33	0	Regular
133270	01/17/25	OLIN CORPORATION AS SOLE	5,204.94	0	Regular
133271	01/17/25	PACE ANALYTICAL SERVICES, LLC	1,145.00	0	Regular
133272	01/17/25	PALACE BUSINESS SOLUTIONS	242.39	0	Regular
133273	01/17/25	PHILLIP D NEUMAN	776.92	0	Regular
133274	01/17/25	PURETEC INDUSTRIAL WATER	170.46	0	Regular
133275	01/17/25	S.V. WATER DISTRICT - BULK	93.20	0	Regular
133276	01/17/25	SANTA CRUZ COUNTY	30,846.00	0	Regular
133277	01/17/25	SANTA CRUZ COUNTY CONFERENCE	21,648.23	0	Regular
133278	01/17/25	SANTA CRUZ COUNTY INFORMATION	1,782.80	0	Regular
133279	01/17/25	SCARBOROUGH LUMBER	671.60	0	Regular
133280	01/17/25	STERICYCLE INC	248.21	0	Regular
133281	01/17/25	STERLING WATER TECHNOLOGIES	2,880.00	0	Regular
133282	01/17/25	THOMSON REUTERS-WEST	396.48	0	Payment Manager
133283	01/17/25	TORO PETROLEUM CORP	6,232.13	0	Regular
133284	01/17/25	U.S. BANCORP OFFICE	1,300.62	0	Regular

Check Number	Check Date	Vendor Name	Net Check Amount	Check Status	Check Type
133285	01/17/25	URETSKY SECURITY	5,814.09	0	Regular
133286	01/17/25	VERIZON WIRELESS	178.76	0	Regular
133287	01/17/25	WAGE WORKS	125.00	0	Regular
133288	01/17/25	WIZIX TECHNOLOGY GROUP, INC	14.50	0	Payment Manager
133289	01/24/25	ALLIANT	2,414.00	0	Regular
133290	01/24/25	CALIFORNIA DEPARTMENT OF	73.00	0	Regular
133291	01/24/25	COUNTY OF SANTA CRUZ	2,164.59	0	Regular
133292	01/24/25	CSG CONSULTANTS, INC	15,322.00	0	Regular
133293	01/24/25	EWING IRRIGATION PRODUCTS	6,407.94	0	Payment Manager
133294	01/24/25	GOLDFARB LIPMAN ATTORNEYS	3,886.36	0	Regular
133295	01/24/25	HERWIT ENGINEERING	9,067.00	0	Regular
133296	01/24/25	JM SQUARED ASSOCIATES, INC	52,285.39	0	Regular
133297	01/24/25	M-GROUP	3,106.25	0	Regular
133298	01/24/25	MONTEREY REGIONAL	10,683.00	0	Payment Manager
133299	01/24/25	NBS GOVERNMENT FINANCE GROUP	3,238.70	0	Regular
133300	01/24/25	PETERSON POWER SYSTEMS, INC.	6,767.92	0	Regular
133301	01/24/25	PHILLIP D NEUMAN	2,920.63	0	Regular
133302	01/24/25	S.V. WATER DISTRICT	7,709.40	0	Regular
133303	01/24/25	SANTA CRUZ COUNTY	27,935.80	0	Regular
133304	01/24/25	U.S. BANK CORPORATE	32,309.98	0	Regular
133305	01/24/25	VEOLIA WATER TECHNOLOGIES	1,799.99	0	Regular
133306	01/31/25	A TOOL SHED, INC.	667.14	0	Regular
133307	01/31/25	ACC BUSINESS	603.64	0	Payment Manager
133308	01/31/25	ACE PORTABLE SERVICES	1,941.94	0	Payment Manager
133309	01/31/25	ALHAMBRA	89.13	0	Regular
133310	01/31/25	AT&T	55.91	0	Regular
133311	01/31/25	BATTERIES + BULBS #314	157.43	0	Regular
133312	01/31/25	BRASS KEY LOCKSMITH	196.51	0	Regular
133313	01/31/25	FEDERAL EXPRESS	1,095.18	0	Regular
133314	01/31/25	GRAINGER	1,003.67	0	Regular
133315	01/31/25	MISSION UNIFORM SERVICE	439.00	0	Payment Manager
133316	01/31/25	O'REILLY AUTOMOTIVE, INC	10.95	0	Regular
133317	01/31/25	PETERSON POWER SYSTEMS, INC.	6,103.25	0	Regular
133318	01/31/25	RANDALL KRUSEE	27.22	0	Regular
133319	01/31/25	SANTA CRUZ CO ENVIRONMENTAL	621.00	0	Regular
133320	01/31/25	SCARBOROUGH LUMBER	1,163.27	0	Regular
133321	01/31/25	SYCAL ENGINEERING INC	14,160.00	0	Regular
133322	01/31/25	THE CARD SHARK INC	181.09	0	Payment Manager
133323	01/31/25	THE PIED PIPER INC.	68.50	0	Payment Manager
133324	01/31/25	WEX BANK	8,351.78	0	Regular

72	Checks total:	1,158,802.98
0	ACH total:	
0	EFTPS total:	
0	Wire transfer total:	
12	Payment Manager total:	22,279.71
84	GRAND TOTALS	1,181,082.69

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Cathie Simonovich, City Clerk
APPROVED: Mali LaGoe, City Manager
SUBJECT: Ratify appointments to Arts Commission

SUMMARY OF ISSUE

As vacancies occur, or due to an election or re-election of a Council Member, members of the Council may nominate new individuals to serve on a City Commission, Committee, or Board. All appointments must be approved by the City Council.

Newly elected Council Members Steve Clark and Krista Jett have nominated Diane Chambers and Jess Clark to replace Cynthia Gorsky and Barbara Mendenhall on the Arts Commission. Vice Mayor Timms has elected to replace Commissioner Val Rebhahn and has nominated Cynthia Gorsky to fill that position.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

It is recommended that the City Council ratify the appointments of Diane Chambers, Jess Clark, and Cynthia Gorsky to serve on the Arts Commission, with an effective date of February 5, 2025.

TABLE OF CONTENTS

1. Arts Commission D.Chambers 2-5-2025_Redacted
2. Arts Commission J.Clark 2-5-2025_Redacted



City of Scotts Valley

Application for Appointment to Serve on a City Advisory Body

Advisory Body you are applying for:

- | | | |
|--|---|---|
| ☐ Planning Commission | ☒ Arts Commission | ☐ Senior Center Board |
| ☐ Parks & Recreation Commission | ☐ Board of Appeals | ☐ Code Enforcement Appeals Board |
| ☐ ADA Accessibility Committee | ☐ Parks & Recreation Advocates | ☐ Mobile Home Park Rent Review |

Contact Information

Name	Diane Carol Chambers		
Street Address	[REDACTED]		
City / ST/ ZIP Code	Scotts Valley, CA 95066		
Phone – Primary	[REDACTED]	☒ Cell	☐ Work ☐ Home
Phone – Secondary	[REDACTED]	☒ Cell	☐ Work ☐ Home
E-Mail Address	[REDACTED]		

Background Information*

Years residing in Scotts Valley	20 years
Employer	SVUSD 2013-2019 (previous)
Occupation/Profession	Homemaker/Caregiver
Education	Bachelor of Science, Business Marketing

**If you are appointed to a city commission or board, you may be required to file a Statement of Economic Interests (FPPC Form 700). The Form 700 is a State-mandated public document disclosing certain business, property and investment holdings which might conflict with the member's decisions. The City Clerk's Office will supply the Form 700 upon appointment, if needed.*

Summarize your interests, education, and/or experience as they relate to this position.

As I summarized below, I have a long history of serving our community over the years. This was unfortunately interrupted for a while I was a caregiver for my mother, and during COVID, but now with my kids all "launched" I am looking for opportunities to once again serve the city that has been so good for my family.

I am always in awe of the artists we have in our community, whether a friend who makes exquisite

jewelry, friends who are successful artists, or watching local theater groups bring productions to life. Although I'm not blessed with that kind of talent, I love to be a part of that creativity. I am quite experienced on the "back end" of staging events, and believe I can be a valuable source of support to those looking to bring their art to our community. For the City, I am used to working within policies and rules, and believe I can provide the City with the perspective of a mother who has raised four children in our city (and now grandchildren), and loves the people and culture we have here.

Page 1 of 2

Explain how you believe you can contribute toward the effectiveness of this position.

As detailed below I have a long history of service in support of the great community we have. I believe I can be effective in this position as I'm a people person. I will be able to build a rapport with both our local artists and our city staff to serve and support both of them.

During my time volunteering I have had extensive experience.

Bookkeeping for High School PTA Grad Night

Managing volunteers for Vine Hill Elementary Family Night events, Auctions, SVMS events & food services, the SVHS Drama program and PTA Grad Night cruises

Fundraising for the High School Drama program

Booking vendors for numerous events I helped to create and manage at the schools in SV

Advertising for the Silent Auctions and the High School drama program

Leading the decorating teams for numerous large events at all three schools

Summarize your participation in civic or community activities.

I have a long history of volunteering for the community, stretching back to 1996 in Thousand Oaks, where I was a vice president and board member on our local PTA. I was also responsible for many large family events for several years (1996-2004) When we moved to SV in 2004, I joined the PTA at Ladera Elementary where I helped start and run successful Family Fun Nights. In addition I helped with many large auctions by heading the decorating team. As my kids grew and moved to SVMS and SVHS, I continued by organizing the graduation dances at the Community Center for the SVMS, and serving on the PTA working on events. As they grew my kids all gravitated towards drama, first through the community based "Youth Shakespeare" and then the SVHS drama program (with a few summer productions too.) For the SVHS drama program, I ran the commercial end (tickets, table auctions, concessions). From 2011 to 2017 I also ran the "Grad Night" program at the high school, booking vendors, transportation, entertainment, managing volunteers and bookkeeping. I also co-led several Girl Scout troops from 1995-2010.

How did you hear about this vacancy?

☐ City Website ☐ Other Website ☒ Word of Mouth ☐ Other (Specify):

APPLICANT SIGNATURE

DATE

X

Diane Chambers

1/12/2025

Return application:

For more information, contact:

OFFICE USE ONLY – DATE RECEIVED

By email to:

cityhall@scottsvally.gov

In person or by mail to:

City Clerk's Office
1 Civic Center Drive
Scotts Valley, CA 95066

City Clerk's Office
(831)440-5600

cityhall@scottsvally.gov
www.scottsvally.gov

- Note:** 1) Applications are retained for one year. You will be contacted if a vacancy occurs within that time.
2) A separate application must be submitted for each advisory body to which you seek appointment.
3) You may attach additional pages or material (such as a resume) to the application if desired.



City of Scotts Valley

Application for Appointment to Serve on a City Advisory Body

Advisory Body you are applying for:

- | | | |
|--|---|---|
| ☐ Planning Commission | ☒ Arts Commission | ☐ Senior Center Board |
| ☐ Parks & Recreation Commission | ☐ Board of Appeals | ☐ Code Enforcement Appeals Board |
| ☐ ADA Accessibility Committee | ☐ Parks & Recreation Advocates | ☐ Mobile Home Park Rent Review |

Contact Information

Name	Jess Clark		
Street Address	[REDACTED]		
City / ST/ ZIP Code	Scotts Valley, CA, 95066		
Phone – Primary	[REDACTED]	☐ Cell ☒ Work ☐ Home	
Phone – Secondary		☐ Cell ☐ Work ☐ Home	
E-Mail Address	[REDACTED]		

Background Information*

Years residing in Scotts Valley	6 years
Employer	Shopify (starting in late Jan)
Occupation/Profession	Design Director
Education	San Jose State University – Design

**If you are appointed to a city commission or board, you may be required to file a Statement of Economic Interests (FPPC Form 700). The Form 700 is a State-mandated public document disclosing certain business, property and investment holdings which might conflict with the member's decisions. The City Clerk's Office will supply the Form 700 upon appointment.*

Summarize your interests, education, and/or experience as they relate to this position.

I have been involved in the arts as long as I can remember. In primary school, I participated in acting, wrote music, and authored books with friends. In secondary school, I took up oil painting, choir, band, and even more acting. At university, I participated in intramural debate and received my degree in Design. For the past 15+ years, I have been employed as a designer or design leader of several tech companies, designing mobile and web products that people love. As a mom, I actively engage with my kiddos in their own discovery of expression – from creating comic books, to writing poems, to experimental baking. As a business owner, I design physical products that bring delight to the home. Throughout my life, I have valued the diversity of art and the way each person can use art in their own way as a form of expression and communication.

Explain how you believe you can contribute toward the effectiveness of this position.

I would love to be a part of the Arts Commission to contribute my passion and energy to furthering the incorporation of the Arts in our community. This could include the use of technology to improve processes, engagement, and outcomes. It could include sharing ideas and expanding on the program as it exists today. One idea close to my heart is developing a cohesive heritage design system for our community. As we continue to expand the services in town (parks, town center, etc) – it's important that the soul and people of Scotts Valley continue to shine through our signage, murals, architecture, etc. We have a valuable spectrum of generations that should all play a role in driving and benefiting from an Arts program. This town is special and unique, at the heart of a county that stretches from silicon valley to beach towns. I believe my personal experience and love of art and design will be a positive influence on the Arts program.

Summarize your participation in civic or community activities.

Our community is important to me and my family, and we do our best to prioritize investing our time and money back into local business, organizations, and activities. This includes shopping at locally-owned stores, voting in elections, and being a resource foster family in our county. I read the local papers each week, staying informed on local matters from housing developments, to businesses forming, to the student of the week. Each week, you'll find our family hiking through Glenwood and filling neighborhood little libraries with used books.

How did you hear about this vacancy?

☐ City Website ☐ Other Website ☒ Word of Mouth ☐ Other (Specify):

APPLICANT SIGNATURE

DATE

X

Jess Clark

1/14/25

Return Application:

For more information, contact:

OFFICE USE ONLY – DATE RECEIVED

By email to:

cityhall@scottsvalley.org

In person or by mail to:

City Clerk's Office
1 Civic Center Drive
Scotts Valley, CA 95066

City Clerk's Office
(831)440-5600

cityhall@scottsvalley.org
www.scottsvalley.org

- Note:** 1) Applications are retained for one year. You will be contacted if a vacancy occurs within that time.
2) A separate application must be submitted for each advisory body to which you seek appointment.
3) You may attach additional pages or material (such as a resume) to the application if desired.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Contract with David J Powers for Environmental Impact Report for the Updated Town Center Specific Plan**

SUMMARY OF ISSUE

The City of Scotts Valley adopted a Town Center Specific Plan in 2008, and has been working on updating that plan over the last year. With the updated preferred vision complete, the next step is to update the Environmental Impact Report associated with the Town Center Specific Plan. The EIR will describe the environmental impacts from the proposed Plan Update. The document will include a cover sheet, table of contents, preface/introduction, a description of the project and brief overview of the environmental setting, and an analysis of the environmental impact criteria under CEQA. Key environmental issues include aesthetics, air quality, cultural and tribal resources, greenhouse gas emissions, hazards and hazardous materials, noise and vibration, and transportation.

In 2024, the City, with assistance from Good City Company, issued an RFP for Environmental Consultants to complete the updated EIR. The City received four responses and upon review, selected David J Powers and Associates as the preferred consultant. Since 1972, DJP&A has proudly provided professional consulting services to public agencies and private developers in all areas of environmental planning in the Bay Area and Northern California. DJP&A was awarded a Certificate of Achievement Merit Award in 2023 recognizing 50 years of quality environmental review from the Association of Environmental Professionals (AEP) and has worked on several award winning projects. DJP&A has completed the environmental review for numerous relevant long-range planning projects including the San Jose Downtown Strategy 2040 FEIR, South San Francisco Lindenville Specific Plan Amendment, and Watsonville Airport.

The update to the Specific Plan requires an updated EIR due to a reduction in the planned commercial square footage, an increase in the planned residential square footage and residential density (consistent with the City's 6th Cycle Housing Element), an increase in residential building height, objective design and development standards, development review process, circulation plan and phasing plan. The City's Adopted Housing Element includes the update to the Town Center Specific Plan and EIR adoption to be completed by the end of 2025. To that end, a project schedule is included in the scope of work including mandated circulation, public review, and public hearing milestones.

FISCAL IMPACT

The cost of the EIR is \$240,667 and is included in the adopted FY24/25 budget.

STAFF RECOMMENDATION

Staff recommends approving the selection of David J. Powers and Associates to complete the Town Center Specific Plan Environmental Review, and direct the City Manager to enter into an agreement with DJP&A to complete this work for an amount not to exceed \$240,667 in a form approved by the City Attorney.

TABLE OF CONTENTS

1. David J. Powers Agreement 1-27-2025

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of January 27, 2025, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and David J. Powers & Associates, Inc., hereinafter referred to as "CONSULTANT".

RECITALS

- A. CITY desires to retain Consultant for certain professional services as set forth in this Agreement.
- B. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. CONSULTANT possesses the skill, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.

2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be:

Akoni Danielsen, President/Principal Project Manager
David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200, San Jose, CA 95126
adanielsen@davidjpowers.com
(408) 454-3406

3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by City. All such work shall be completed no later than December 31, 2025. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

5. **Compensation:** CONSULTANT shall accept compensation for services performed as set forth in Section 3 in an amount not to exceed \$240,667. Periodic payments to CONSULTANT shall be made upon submittal of invoices by CONSULTANT to CITY for review and approval by the City Manager. Invoices will be paid by CITY within a reasonable time after the invoices are received and approved.

6. **Insurance:** CONSULTANT agrees to have and maintain, for the duration of the contract, the following:

i. General Liability insurance policies insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

ii. Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

iii. CONSULTANT agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure CONSULTANT for professional errors or omissions in the performance of the particular scope of work under this agreement.

iv. CONSULTANT shall provide to the CITY all certificates of insurance, with original endorsements effecting coverage. CONSULTANT agrees that all certificates and endorsements are to be received and approved by the CITY before work commences.

v. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

7. **Indemnity:** CONSULTANT shall hold harmless, indemnify and defend CITY, its elective and appointive boards, commissions, officers, agents, servants, volunteers, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) for personal injury (including death), property damage and any other damages of any sort whatsoever, arising out of, or alleged to have arisen out of, the willful or negligent acts, errors, or omissions of CONSULTANT or CONSULTANT'S contractors, subcontractors, agents, or employees in the performance of this Agreement. This indemnity shall not apply to any claims brought by CONSULTANT for default of this Agreement, or for claims brought by CITY or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of CITY.

8. **Termination:** This Agreement may be terminated by the CITY immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination.

CONSULTANT shall accept, for itself, as full payment for services rendered and all work to be done and performed hereunder and in complete satisfaction of all claims against CITY by reason of voluntary abandonment or suspension of work or termination of the Agreement, the sum determined on an hourly basis in accordance with the provisions of this Agreement, or any modification of amendment thereto, plus all direct expenses incurred, including those expenses incurred which are directly attributable to the incomplete portion of the work which could not be canceled.

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 9 of this Agreement.

9. **Documents:** Notes, studies, charts, computations, electronic files, and other data and information obtained by CONSULTANT for this project shall, upon receipt of payment for services rendered, be made available to CITY by CONSULTANT at CITY'S request and shall become the property of CITY. In the event CITY alters the document, CITY agrees CONSULTANT shall have no responsibility whatsoever for any claim arising out of, or alleged to have arisen out of, use of the altered document,

All plans, studies, documents, charts, computations, and electronic files prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the CITY upon payment to CONSULTANT for such work, and the CITY shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to CITY upon written request.

10. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY. CONSULTANT shall obtain no rights to retirement benefits or other benefits that accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

11. **Licenses:** CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. Consultant shall maintain a City of Scotts Valley business license.

12. **Assignment:** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, CONSULTANT shall be fully responsible to CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such contractor other than as otherwise required by law.

13. **Binding on Successors:** This Agreement is binding on the heirs, successors and assigns of the parties hereto.

14. **Amendment:** This Agreement may be amended, modified or changed by the parties, provided that said Agreement, modification or change is in writing and approved by the authorized representative of the parties.

15. **Applicable Law and Attorney's Fees:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Santa Cruz. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to recover its reasonable litigation expenses, including attorney fees.

16. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings. Whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

17. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

18. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this 27th day of January, 2025, at Scotts Valley, California.

CONSULTANT:
DAVID J. POWERS & ASSOCIATES, INC.

CITY:
CITY OF SCOTTS VALLEY

By: Akoni Danielsen, President

Mali LaGoe, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Cathie Simonovich, City Clerk

Exhibit A

Proposal to Complete an Environmental Impact Report

for the

Scotts Valley Town Center Specific Plan Update

Submitted by:



On Behalf of:





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January 29, 2024

City of Scotts Valley and Good City Company
Attention: Dara Sanders, Project Manager
City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

SUBJECT: CEQA Analysis of the Town Center Specific Plan Update

Dear Dara Sanders,

David J. Powers & Associates, Inc. (DJP&A) is excited to hear of the City of Scotts Valley's (City) plans to update the Town Center Specific Plan. Since 1972, DJP&A has proudly provided professional consulting services to public agencies and private developers in all areas of environmental planning in the Bay Area and Northern California. DJP&A provides each client with objective and thorough research, accurate identification of project impacts, and a carefully written analysis of those impacts with appropriate mitigation. Past and current clients of DJP&A speak highly of our work, as evident by the extensive amount of letters of praise submitted to the Association of Environmental Professionals (AEP), which resulted in DJP&A being awarded a Certificate of Achievement Merit Award in 2023 recognizing 50 years of quality environmental review provided by our company. The AEP also just awarded DJP&A the 2023 Outstanding Document Award for our work on the North Bayshore Master Plan Subsequent EIR, which is further evidence of DJP&A's history of completing quality environmental review. We believe that *quality environmental review makes a difference* and that our expertise would be a strong asset to the planning efforts for the Town Center Update.

DJP&A is consistently selected by lead agencies and developers to work on controversial and complicated projects. In the past five years, three projects for which DJP&A prepared environmental documents received opposition that ultimately resulted in a lawsuit against the Lead Agency. In all cases, the courts found in favor of the Lead Agency, upholding the adequacy of our documents. No lawsuit has ever been filed against DJP&A and there is no pending litigation against DJP&A. This demonstrates DJP&A's reputation for quality, legally defensible environmental review.

Based on our review of the City's Request for Proposals (RFP), we understand that the City is seeking a consultant to provide environmental analysis services for the Scotts Valley Town Center Specific Plan Update, which will include updates to the 2008 Specific Plan such as an increase in residential density and a decrease in commercial spaces. Based on the potential for significant impacts due to vehicle miles traveled and cumulatively considerable net increases in criteria air quality pollutants, DJP&A believes an Environmental Impact Report (EIR) is the appropriate CEQA document to analyze the project, given that, as explained more fully in our proposal that follows, the planned residential growth was not evaluated in the General Plan EIR, nor as part of the recently adopted Housing Element.

DJP&A has completed the environmental review for numerous relevant long-range planning projects, including the San José Downtown Strategy 2040 FEIR, South San Francisco Lindenville Specific Plan Amendment, and Watsonville Airport. With our experience, we are confident that we will be able to successfully provide the requested consulting services for the proposed Town Center Specific Plan Update in an efficient and thorough manner. As such, we are pleased to submit this proposal in response to the City's RFP for Environmental Review under the California Environmental Quality Act (CEQA).

Please do not hesitate to contact me or Desiree Dei Rossi at ddeirossi@davidjpowers.com or (510) 902-5853 if you have any questions regarding this proposal or if there is any additional information you need. We look forward to the opportunity to work with you on this project.

Sincerely,



Akoni Danielsen
President/Principal Project Manager
David J. Powers & Associates, Inc.
1871 The Alameda, Suite 200, San José, CA 95126
Direct: (408) 454-3406
Email: adanielsen@davidjpowers.com



Relevant Experience and Resumes

DJP&A has extensive experience evaluating environmental impacts associated with long-term planning and mixed-use projects. Below are brief descriptions of relevant projects from the past seven years completed by DJP&A:

Lindenville Specific Plan Addendum - South San Francisco

In 2023, DJP&A prepared an addendum to the General Plan EIR for the Lindenville Specific Plan on behalf of the City of South San Francisco. Lindenville is one of the City's 11 sub-areas that spans approximately 400 acres and while primarily comprised of industrial space, Lindenville was identified as an opportunity area that would help the City meet its regional housing goals in the City's 2040 General Plan. Overall, the Lindenville Specific Plan aimed to create a vibrant, mixed-use area via a detailed discussion of land uses and development standards.

The Lindenville Specific Plan resulted in increases for certain land uses in comparison to the 2040 General Plan. Four character areas were proposed within the Specific Plan; the Mixed Use Neighborhood, South Spruce Avenue Corridor, Employment Area, and South Linden Avenue Arts and Makers District.

The Specific Plan also developed multimodal transportation, creating a multimodal transportation network to increase connectivity. The Plan emphasized creating a safer pedestrian and cyclist experience through the creation of a layered street network that includes pedestrian priority streets and bicycle priority streets.

Addendum to the Envision San José 2040 General Plan Final Program Environmental Impact Report and Supplemental Program Environmental Impact Report (Envision San José General Plan Four-Year Review) 2021

In 2021, DJP&A prepared an Addendum to the Envision San José 2040 General Plan to address text amendments, including removal of the North Coyote Valley Employment Lands Growth Area and Coyote Valley Urban Reserve; addition of a policy allowing planned residential and jobs growth within the Urban Villages to be shared in a common pool of development capacity while maintaining the existing growth capacity of 382,000 jobs and 120,000 residential units; elimination of the growth horizons for Urban Villages; revisions to the Neighborhood Business Districts to allow residential development; and retirement of the Evergreen-East Hills Area Development Policy. DJP&A met the City of San Jose's schedule and completed the work within budget.

CityView Plaza Office Project Supplemental EIR

The CityView Plaza Office Project consisted of the construction of three, 19-story office buildings with ground floor retail, totaling approximately 3.8 million square feet. The project was the largest office development approved in Downtown San José at the time of its approval in 2020. DJP&A completed the Supplemental Environmental Impact Report (SEIR) for the project, which was unanimously approved by the San José City Council. The location

and size of the project brought unique challenges that were addressed through the environmental review process, including issues related to historic resources and construction. DJP&A identified a significant unavoidable impact to historic resources due to demolition of the historic CityView Plaza and developed 11 alternatives, eight of which were ultimately analyzed to provide decision-makers with multiple options and to ensure all consideration was given to the historic significance of the site. Construction impacts were also a major component of the analysis due to the size of the project, the length of construction (69 months), and because the project will have extended construction hours resulting in a 24-hour construction schedule, seven days a week, over the entire construction period. Additionally, a comprehensive public outreach program was implemented during the environmental analysis due to the highly controversial nature of the project. DJP&A's knowledge of the Downtown and often daily coordination with the project team allowed us to identify and address the complex issues of the project efficiently, completing the environmental review in nine just months!

Downtown Specific Plan Amendment EIR - Sunnyvale

In 2020, DJP&A prepared an Environmental Impact Report (EIR) for the Sunnyvale Downtown Specific Plan (DSP) that covered plan level amendments to the adopted DSP, as well as specific project level review for six proposed development projects. The proposed DSP amendments allowed for the development of a total of 843 residential units, 260,063 square feet of commercial uses, and 860,624 square feet of office uses. The six specific development proposals consisted of a total of 793 residential units, 164,906 square feet of commercial uses, and 856,199 square feet of office uses. Major environmental concerns addressed in the EIR included preserving a grove of redwood trees, cleanup of hazardous materials, traffic, and improvements to the City's sanitary sewer system. DJP&A worked closely with City staff and the three applicants to ensure consistency between the proposed DSP amendments and six development projects. The DSP project was approved by Sunnyvale City Council on August 11, 2020.

Watsonville Airport – EIR Addendum

In 2019, DJP&A prepared an EIR addendum for the Watsonville Municipal Airport Master Plan (2003 EIR). The purpose of the Airport Master Plan Update was to foster the long-term operational sustainability of the project by guiding its development for the next 20 years. Specific components of the airport will be modified in compliance with updated FAA regulations. Additionally, the project included various airfield configuration changes and adjusted multiple airport facilities to prepare for the projected demand. DJP&A's attention to detail and regulatory framework created a cohesive environmental review process.

San José Downtown Strategy Plan 2040 EIR

In 2018, DJP&A prepared an EIR for the Downtown Strategy 2040 for San José which allowed for the development of up to 14,360 residential units, 14.2 million square feet of office, 1.4 million square feet of retail, and 3,600 hotel rooms, and also established an Employment Priority Area overlay near the planned Downtown San José Bay Area Rapid Transit (BART) station. The Downtown Strategy transferred residential and office development capacity from other Growth Areas or Urban Villages outside of Downtown such that overall development anticipated within the City did not change. DJP&A worked closely with the City of San José's staff and developed an effective streamlining approach to the analysis under CEQA, creating a programmatic EIR that featured project-level

environmental review for certain operational impacts (traffic, air quality, noise, GHGs, utilities, energy, etc.) for full buildout of the Strategy through 2040. Since certification of the Downtown Strategy EIR, DJP&A has prepared dozens of tiered documents for individual development projects in the Downtown area. The Final EIR completed by DJP&A is available on the City of San José's website at the following link: <https://www.sanjoseca.gov/your-government/departments-offices/planning-building-code-enforcement/planning-division/environmental-planning/environmental-review/completed-eirs/downtown-strategy-2040>

Akoni Danielsen

President/Principal Project Manager



Office: (408) 248-3500 x106
Direct: (408) 454-3406
Email: Adanielsen@davidjpowers.com

1871 The Alameda, Suite 200
San José, CA 95126
www.davidjpowers.com



Akoni Danielsen is a Principal Project Manager with over 27 years of experience in planning and preparing environmental documents. Prior to joining David J. Powers & Associates in 2010 he worked for the City of San José, most recently as Principal Planner. During his time as a Principal Planner at the City of San José, Mr. Danielsen managed multiple Planning Division development work programs and coordinated with all City departments on CEQA and NEPA processes and procedures.

Education

Master of City and Regional Planning

University of California, Berkeley, 1996

B.S. Geological and Environmental Sciences

Stanford University, 1994

Experience

Principal Project Manager

David J. Powers & Associates, 2010 - Present

Principal Planner; 2003 - 2009

Senior Planner; 2000 - 2003

Planner I/II; 1997 - 2000

City of San Jose

Professional Organizations

Association of Environmental Professionals

As a Principal Project Manager, Mr. Danielsen:

- Provides management and oversight in preparation of environmental documents by others, ensuring defensibility and consistency. Mr. Danielsen ensures that all documents reflect the best available technical expertise.
- Researches and prepares environmental documents required under Federal and California laws including Environmental Impact Reports and Environmental Impact Statements, Environmental Assessments, and Initial Studies. Mr. Danielsen is responsible for the entire project life cycle, from proposal development through report delivery and client support.

Relevant Project Experience

- Lindenville Specific Plan Addendum - South San Francisco
- San Jose Downtown Strategy 2040 Program EIR (San José)
- Silicon Valley Clean Water Conveyance System and Treatment Plant Reliability Improvement Project EIR
- Curtner Rd Booster Station Improvements IS/MND (Alameda County Flood Control)
- SCRWA Sewer Trunk Project IS/MND (Morgan Hill)
- Fisher Creek Detention Basin IS/MND (Morgan Hill)
- Eastside Retention Basin Improvements IS/MND (City of San Clara)
- Morgan Hill East Side Water Tank IS/MND (Morgan Hill)
- SJWC Phase III Recycled Water Project IS/MND (San Jose)

Desiree Dei Rossi

Project Manager

Direct: (510) 902-5803

Email: Ddeirossi@davidjpowers.com



DAVID J. POWERS
& ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

1871 The Alameda, Suite 200

San José, CA 94126

www.davidjpowers.com



Education

B.S. Environmental Management and Protection

California Polytechnic State University
San Luis Obispo (2017)

Experience

Project Manager

David J. Powers & Associates, Inc.
August 2022 – Present

Associate Project Manager

David J. Powers & Associates, Inc.
October 2020 – August 2022

Assistant Project Manager

David J. Powers & Associates, Inc.
July 2018 – October 2020

Watershed Protection Intern

City of Palo Alto
Summer 2016

Environmental Science Teacher

United Nations, Rome
2015

Professional Organizations

Association of Environmental Professionals

Desiree Dei Rossi is a Project Manager for the company. She works closely with other members of the staff researching and preparing documents for both private and public sector projects. Her experience includes CEQA compliance for commercial, mixed-use, residential, industrial development, public facilities and parks projects.

As a Project Manager, Ms. Dei Rossi:

- Prepares environmental documents including: Environmental Impact Reports (EIRs), Initial Studies (ISs), Categorical Exemptions (CEs) and Environmental Assessments (EAs), in conformance with the requirements of CEQA and NEPA.
- Provides detailed analysis of potential environmental impacts, identifies mitigation measures, and develops alternative solutions.
- Provides project coordination including maintaining close communication with client and/or agency staff, gathering and compiling project and site information, managing subconsultants, and project scheduling.
- Assists in final report production and quality assurance.

Relevant Project Experience

- San Jose Downtown Strategy 2040 Program EIR
- San Jose International Airport Master Plan Update EIR
- 505 East Bayshore Residential EIR (Redwood City)
- 557 East Bayshore Mixed-Use EIR (Redwood City)
- Alviso Hotel IS (San José)
- St James Park Capital Vision and Performing Arts Pavilion (San José)
- Veterans Memorial Senior Center/YMCA (Redwood City)
- Graniterock Capitol Site Modernization EIR (San José)
- Trade Zone Park Data Center and Advance Manufacturing SPPE Application (San José)

Kish Rai

Researcher

Office: (408) 454-3439 x139
Email: krai@davidjpowers.com



DAVID J. POWERS
& ASSOCIATES, INC.
ENVIRONMENTAL CONSULTANTS & PLANNERS

1871 The Alameda, Suite 200
San José, CA 95126
www.davidjpowers.com



Kish Rai is a Researcher for the company. She works closely with other members of the staff preparing documents in compliance with CEQA and NEPA. Her educational background and eagerness to learn make her an asset to DJP&A.

As a Researcher, Ms. Rai:

Masters of Urban Planning
University of Southern California,
2023

Graduate Certificate of Sustainable Policy and Planning
University of Southern California,
December 2022

B.S. Environmental Studies and English
Santa Clara University, 2021

- Prepares Environmental Impact Reports (EIRs), Initial Studies (ISs), Categorical Exemptions (CEs), Environmental Assessments (EAs), Categorical Exclusions (CEs), and various CEQA and NEPA forms, in conformance with the requirements of CEQA and NEPA; provides detailed analysis of potential environmental impacts, identifies mitigation measures, and develops alternative solutions; and provides project coordination including maintaining close communication with client and/or agency staff, gathering and compiling project and site information, managing subconsultants, and project scheduling.

Experience

Researcher
David J. Powers & Associates,
September 2023 - Present

Research Assistant
METRANS Transportation
Consortium,
February 2022 – November 2022

User Experience Researcher
Santa Clara University: The Lab,
September 2019 – January 2021

Santa Clara BUG Intern
Santa Clara University: Forge
Garden,
June 2019 – September 2019

Professional Organizations

Association of Environmental
Professionals



Based on our review of the City's RFP, we understand that the City is seeking a consultant to provide environmental analysis services for the Scotts Valley Town Center Specific Plan Update (Plan Update), which was initiated in Fall 2023. The plan area consists of approximately 58 acres bounded by Mt. Hermon Road, Skypark Drive, Blue Bonnet Lane, and a residential neighborhood west of Scotts Valley Drive. A portion of the Plan Update area consists of vacant land from the former Santa Cruz airport site.

While a Town Center Specific Plan was completed by the City in 2008, recent studies completed by the City have shifted the City's vision and understanding of the local needs within the plan area. In comparison to the 2008 Town Center Specific Plan, the Plan Update will include "a preferred land use plan and illustrative master plan, a reduction in the planned commercial square footage, an increase in the planned residential square footage and residential density, an increase in residential building height, objective design and development standards, development review process, circulation plan, and phasing plan." Based on the findings of the retail feasibility analysis completed by Gibbs Planning Group in 2021, the City can accommodate up to 82,000 additional square feet of retail and restaurant development *city-wide*. This scope of work conservatively assumes that all 82,000 square feet of commercial uses will be developed within the Town Center plan area. Based on the Housing Element update and description within the RFP, DJP&A assumes that the Plan Update will include 657 residential units, which reflects an increase of 403 units above the 254 units included within the Town Center as part of the recently adopted General Plan.

Scope of Work and Timeline

DJP&A will prepare an Environmental Impact Report (EIR) that evaluates the environmental impacts associated with implementation of the Plan Update. The EIR will be prepared in accordance with CEQA and the City of Scotts Valley (City) standards. The Housing Element adopted by the City in December 2023 included approximately 657 future residential units in the Town Center, however, the Housing Element was found exempt from CEQA. The City's General Plan, also adopted in December and the subject of an EIR, allowed 254 units within the Town Center Plan Area and, therefore, the GP EIR did not evaluate the increase of residential units in the Town Center proposed by the Plan Update. Therefore, given the magnitude of the increase in housing planned within the Town Center Plan, tiering off the GP EIR does not appear to be feasible for this analysis, as the 657 proposed residential units within the Town Center would be expected to potentially result in new significant impacts and/or a substantial increase in the severity of the impacts disclosed in the GP EIR.

Scope of Services

DJP&A will prepare an EIR consistent with the requirements of CEQA and the City of Scotts Valley. No part of this proposal is considered proprietary. Below is a detailed description of the tasks DJP&A will complete under this proposal.

Task 1: Kickoff Meeting, Site Visit, Project Description Development, Notice of Preparation

DJP&A will attend a kickoff meeting with the Town Center Plan Update team to introduce the project team members, confirm the scope of the environmental analysis and methodologies, discuss initial data requests, confirm the key schedule dates related to preparation, circulation, and certification of the EIR, and establish a solid foundation of communication between all parties.¹

DJP&A will complete an Administrative Draft project description based on project information to be provided by the City. The project description will provide an overview of the project and pertinent information relevant for the environmental analysis. The project description will also include a list of the project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text. To obtain a better understanding of the project area, DJP&A will conduct a site visit. The Administrative Draft project description will be submitted 1.5 weeks after receipt of requested project information. This scope of work assumes one round of City review for the project description. DJP&A will make edits to the Administrative Draft project description accordingly in track changes.

Upon completion of the Project Description, DJP&A will prepare an Administrative Draft Notice of Preparation (NOP) pursuant to CEQA Guidelines Section 15082, which will include a project description, project location, and probable environmental effects. This scope of work assumes one round of City review. DJP&A will make edits to the Administrative Draft NOP accordingly in track changes. A final version of the NOP will be provided to the City in PDF for posting on the City's website. DJP&A will submit the NOP for posting to the County Recorder's Office and State Clearinghouse (SCH) and notify staff once the documents have been posted and accepted by the County and SCH. DJP&A will also participate in the public scoping meeting.

Task 2: Draft EIR Preparation

Administrative Draft EIR

Background and Project Description

As described above under Task 1, DJP&A will prepare a project description to be included at the beginning of the Draft EIR.

Environmental Setting, Impacts and Mitigation Measures

DJP&A will prepare an EIR that describes the environmental impacts from the proposed Plan Update. The document will include a cover sheet, table of contents, preface/introduction, a description of the project and brief overview of the environmental setting, and an analysis of environmental impact criteria under CEQA.

¹ The proposal assumes no subconsultants will be in attendance for this meeting

Based upon our current understanding of the project and knowledge of regulatory changes which have occurred since certification of the 2008 Town Center Specific Plan, we anticipate the key environmental issues for this project will include the following:

Aesthetics

The Plan Update will include changes to the allowed building height, allowed residential density, development review process, circulation plan, and objective design and development standards within the plan area, which could result in impacts to aesthetic resources. Therefore, the EIR will analyze the potential for future development allowed under the Plan Update to result in aesthetics impacts, and will include mitigation measures as appropriate.

Air Quality

Implementation of the Plan Update would lead to temporary construction emissions and long-term operation emissions. Illingworth & Rodkin, Inc., under contract to DJP&A, will prepare an Air Quality Analysis for the plan area. Construction air quality impacts will be addressed qualitatively since future construction activity cannot be reasonably predicted until individual projects are proposed. Operational emissions of air quality pollutants will be computed for Plan buildout using CalEEMod and daily trip generation rates and vehicle miles traveled data from Hexagon Transportation Consultants, Inc. This will serve to streamline the reviews for future individual projects within the plan area, as their operational criteria air pollutant impacts will have been disclosed in the Plan Update EIR. Health risk impacts from build-out of the plan will be qualitatively addressed. A discussion of the population projections with plan land uses will be included to address Monterey Bay Air Resources Board (MBARD) guidelines for Clean Air Plan consistency. Reasonable and feasible conditions of approval for future individual projects to reduce any significant air quality impacts will be identified and evaluated. A list of reasonable and feasible dust control measures will be developed to reduce construction air quality impacts and, if necessary, measures to reduce construction community risk or air emissions to acceptable levels. Overlays of health risks across the plan area will be developed based on traffic information and stationary source information provided by MBARD. This scope of work includes Illingworth & Rodkin, Inc.'s attendance of two meetings and two public hearings.

Cultural and Tribal Cultural Resources

The Plan Update is subject to tribal consultation requirements under SB 18 and AB 52. To facilitate those processes, Chronicle Heritage, Inc., under contract to DJP&A, will provide archaeological and paleontological services in support of the Plan Update. This support will include the following tasks:

NAHC Outreach – Chronicle Heritage will contact the Native American Heritage Commission (NAHC) to request a search of their Sacred Lands File (SLF) and a list of local, interested Native American representatives who may have information on traditional or cultural lands within the plan area and vicinity.

Records Search and Desktop Review – Chronicle Heritage will submit a request for California Historical Resources Information System records to the Northwest Information Center, which will

identify all formally recorded cultural and historical built environment resources and previous investigations completed within the plan area and a one-mile buffer.

Cultural Resources Assessment Report – Chronicle Heritage will prepare a Cultural Resources Assessment Report, which will include a description of the planning area, record search results and archival review results, Native American consultation, historic contexts, and archaeological and built environment desktop review.

AB 52 and SB 18 Consultation Assistance – Chronicle Heritage will utilize the list of tribes that have requested AB 52 notification from the City and the most current SB 18 tribal consultation list furnished by the NAHC with the SLF results. From this list, Chronicle Heritage will draft notification letters and maps for submission to each Tribal government contact. In addition, Chronicle Heritage will provide the City with recommendations for successful AB 52 and SB 18 consultation. This scope of work includes Chronicle Heritage’s attendance of up to three consultation meetings with the City and interested tribal groups.

Paleontological Resources Assessment – As part of the scoping process, Chronicle Heritage reviewed existing geologic maps and determined that portions of the western Plan Update area are underlain by the Miocene Santa Margarita Formation, a geologic unit with high probability of sensitivity to paleontological resources. Therefore, Chronicle Heritage will prepare a Paleontological Resources Assessment consisting of a fossil locality record search, a review of existing geologic maps, and a review of primary literature regarding fossiliferous geologic units within the planning area vicinity and region. The assessment will provide management recommendations for avoiding or reducing adverse project effects to paleontological resources.

Greenhouse Gas Emissions

Implementation of the Plan Update would lead to changes in the build-out of the Plan area that would increase greenhouse gas emissions. Illingworth & Rodkin, Inc., under contract to DJP&A, will analyze greenhouse gas emission impacts as part of their Air Quality Analysis. MBARD does not have adopted thresholds for evaluating GHG emissions, therefore, goals contained in the latest scoping plan adopted by the California Air Resources Board will be used.

Hazards and Hazardous Materials

The EIR will describe the existing, recorded hazardous materials sites and potential sources of soil, soil vapor, and groundwater contamination, based upon the DTSC EnviroStor database, 2008 Town Center Specific Plan, 2023 General Plan Update, and other information provided to DJP&A by the City. The EIR will describe the potential for future development allowed under the Plan Update to result in hazardous materials impacts, and will include mitigation measures, as appropriate.

Noise and Vibration

Illingworth & Rodkin, Inc., under contract to DJP&A, will complete a Noise Assessment for the plan area. Existing noise conditions will be documented via a noise monitoring survey specific to the plan area and nearest sensitive land uses. Future noise levels affecting the planning area will be calculated based on future traffic volumes along area roadways. Areas of concern regarding noise conflicts with existing or proposed uses in the vicinity will be evaluated. The potential noise impacts

resulting from the Plan Update over a temporary or permanent basis and the potential for any offsite noise impacts associated with the project (for example, construction noise impacts on existing residences or the potential for increased traffic noise levels along the common streets serving the Plan area) will be evaluated. The EIR will serve to cover the future roadway noise impacts for all future development occurring within the Plan, thereby streamlining the review of future projects. Noise impacts will be assessed with respect to applicable City policies and appropriate CEQA significance criteria and mitigation measures will be presented to reduce potentially significant noise impacts.

Transportation

Hexagon Transportation Consultants, Inc., (Hexagon) under contract to DJP&A, will complete a Transportation Impact Analysis for the Plan Update. As part of their analysis, Hexagon will develop a VMT estimate for the Plan Update using Santa Cruz County VMT data. If a significant VMT impact is identified, Hexagon will identify appropriate mitigation measures.

Hexagon will review any documents/maps provided by the City for the Plan Update to determine the adequacy of site access, on-site circulation and emergency vehicle access and to identify any access or circulation issues that should be approved. This will include a quantitative analysis of the anticipated traffic volumes. Hexagon will also qualitatively analyze the Plan Update's effect on transit service and bicycle/pedestrian circulation in the area. This proposal includes coordination with the fire department and sheriffs' office to determine how the City's evacuation plans will be affected by the project.

A Local Transportation Analysis will also be completed by Hexagon to determine the traffic impacts of the Plan Update on key intersections in the vicinity of the site. This will include the following:

- Hexagon's analysis of up to six intersections
- A site reconnaissance to identify existing conditions
- Data collection of peak-hour turning movement at the six selected intersections
- Project trip generation, distribution, and assignment
- Evaluation of existing plus project conditions
- Evaluation of existing plus approved project conditions
- Evaluation of cumulative conditions
- Roundabout analysis and signal warrant analysis
- Evaluation of vehicle queueing
- Description of deficiencies and recommendations

This scope of work includes Hexagon's attendance of one meeting.

Other Environmental Areas of Analysis

The EIR will also consider the Plan Update's agricultural and forestry resources, biological resources, energy, geology and soils, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, utilities and service systems, and wildfire impacts. These discussions will be based upon existing available information from other projects in

or near the Plan area (as relevant) and the General Plan. This scope of work assumes the City will provide a Water Supply Assessment, as applicable.

This scope of work assumes three rounds of City review (1st, 2nd, and Screencheck Administrative Drafts). DJP&A will make edits to the draft accordingly in Word using track changes. The first submittal will include a word file and a PDF with all graphics, along with copies of the technical appendices. Subsequent submittals will be submitted in track changes, along with any revised figures and/or technical reports. A clean word file will also be provided. This scope of work assumes that DJP&A will provide the City with five hard copies of the EIR upon City request. DJP&A will raise questions, concerns, and needs for clarification pertaining to the City's comments prior to submitting the subsequent Administrative Drafts for review.

Mitigation Monitoring Report Plan

DJP&A will prepare the Mitigation Monitoring Report. This scope of work assumes that the City will provide edits and comments to the MMRP in track changes.

Task 3: Response to Comments and Preparation of Final EIR

Following the close of the public circulation period, DJP&A will respond to comments in accordance with CEQA.² The City is expected to coordinate with DJP&A to assist in this process, as necessary. DJP&A will incorporate the response to comments within the Final EIR and provide the City with a PDF version of the Final EIR via email. The final EIR will be filed by DJP&A at the State Clearinghouse (SCH). This scope of work assumes two rounds of City review of the Final EIR and that DJP&A will provide the City with five hard copies of the FEIR upon City request.

Task 4: Public Noticing, Statement of Facts and Findings, and Statement of Overriding Considerations

This proposal assumes that DP&A will prepare and file the necessary CEQA notices, including the Notice of Availability (NOA), Notice of Completion (NOC) and Notice of Determination (NOD). This scope of work assumes one round of City review for each notice prepared. DJP&A will make edits to the notice accordingly in track changes. A final version of each notice will be provided to the City in PDF. DJP&A will submit the notices for posting to the County Recorder's Office and State Clearinghouse (SCH) as appropriate and notify staff once the documents have been posted and accepted by the County and SCH. DJP&A can assist the City with other notices on a time and materials basis (if requested), upon authorization by the City.

A Statement of Facts and Findings will also be prepared by DJP&A as required by CEQA Guidelines Section 15091. This scope of work assumes one round of City review. DJP&A will make edits to the Statement of Facts and Findings accordingly in track changes. A final version of the Statement of Facts and Findings will be provided to the City in PDF. This scope of work does not include a Statement of Overriding Considerations, as such statements are justifications for approving a project, and so as to remain objective in our role as environmental consultants, we do not advocate

² This scope of work assumes 25 hours of a DJP&A Project Manager's time to respond to comments.

for the projects we evaluate, and rather we would expect the Specific Plan Update team to draft the Statement of Overriding Considerations articulating how the project benefits outweigh the unavoidable impacts disclosed in the EIR.

Task 5: Attendance of Meetings and Hearings

This proposal includes up to 23 hours of DJP&A time for attendance of virtual meetings (including one kick-off meeting with the City) and 27 hours of DJP&A's time to prepare for and attend public hearings (one Scoping Meeting, one Planning Commission hearing, and one City Council hearing) on the project. DJP&A can attend additional meetings or hearings on a time and materials basis. This scope of work includes Illingworth & Rodkin, Inc.'s attendance of two virtual public hearings, and does not include Hexagon's or Chronicle Heritage's attendance of public hearings.

Task 6: Project Management and Contract Administration

DJP&A will provide general project management, contract administration, and coordination with the City throughout the EIR process. The DJP&A Project Manager will coordinate with the City on a regular basis using email, virtual meetings, and telephone communications.

Project Schedule

DJP&A proposes the following optimum schedule for preparation of the EIR. DJP&A can commit to maintaining the schedule in the areas that are within our control. Completion of the EIR, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule and standard City staff review times. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

Task	Duration of Task (weeks)	Time Elapsed (weeks)
Error! Reference source not found.		
DJP&A receives authorization from City to proceed and requested project information and attends Kick-off meeting with City	--	
DJP&A drafts Project Description and submits to City for review	1.5 weeks	1.5 weeks
City reviews Project Description and provides comments and land use datafiles to DJP&A	1 week	2.5 weeks
DJP&A revises Project Description and drafts NOP and kicks off subconsultants on technical reports (reports will take 12 weeks for completion)	0.5 week	3 weeks
City completes review of draft NOP and provides comments to DJP&A	1 week	4 weeks
DJP&A revises NOP and submits for circulation	1 week	5 weeks
30-day circulation of NOP	4.5 weeks	9.5 weeks
DJP&A subconsultants complete technical reports	12 weeks, happens concurrent to NOP process	15 weeks
Error! Reference source not found.		
DJP&A completes 1 st Draft EIR and submits to the City for review	3 weeks	18 weeks
City staff reviews 1 st Draft EIR and provides DJP&A with a set of consolidated comments via track changes	3 weeks	21 weeks
DJP&A revises 1 st Draft EIR and submits Screencheck Draft EIR to City and MMRP to the City for review and comment	2 weeks	23 weeks
City staff reviews Screencheck Draft EIR and provides comments to DJP&A and MMRP and provides DJP&A with a consolidated set of comments in track changes	2 weeks	25 weeks
DJP&A revises, finalizes, and sends PDF of Draft EIR, MMRP, and pre-determined CEQA notices	1 week	26 weeks
45-day Circulation period	6.5 weeks	32.5 weeks
Error! Reference source not found. and Final EIR		
DJP&A responds to public comments received on the Draft EIR and submits the 1 st Draft Final EIR to the City for review*	2 weeks	34.5 weeks
City staff completes review of 1 st Draft Final EIR and provides DJP&A with a consolidated set of comments in track changes	2 weeks	36.5 weeks

DJP&A revises 1 st Draft Final EIR and provides City with Screencheck Final EIR	1 weeks	37.5 weeks
City staff completes review of Screencheck Final EIR and provides DJP&A with a consolidated set of comments in track changes	1 weeks	38.5 weeks
DJP&A revises, finalizes, and sends PDF of Final EIR to City	1 week	39.5 weeks
10-day Circulation period	1.5 weeks	41 weeks
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Public Hearings and filling of NOD	TBD	---
Total Duration		+/- 41 weeks

*This timeline is depended on the level of public interest and complexity of public comments.

Cost Estimate

Based on our understanding of the project and technical reports required, the cost for preparation of the EIR is estimated not to exceed **\$240,667**. Payment will be due on a monthly basis. A breakdown of the cost estimate is provided below. Costs will be charged on a time and materials basis, commensurate with work completed, in accordance with the charge rate schedule outlined on the following page. If DJP&A does not need all the time that has been budgeted, we will only bill for the time actually spent completing the work.

This scope is valid for 90 days and assumes that no issues arise that would require any additional technical analysis or documentation. In the event additional technical analysis is required, we can complete that work on a time and materials basis, upon your authorization. Project description changes after our notice to proceed is received may have schedule and budget implications. This scope and estimated budget assumes the project will proceed in accordance with the proposed schedule. If the schedule extends beyond the anticipated timeframe due to factors outside of DJP&A's control, and/or if the project includes multiple stops and starts, the budget will need to be increased to account for the additional time spent.

David J. Powers & Associates, Inc.

• Task 1: Kickoff Meeting, Site Visit, Project Description, NOP Development	\$5,887
• Task 2: Draft EIR Preparation	\$54,811
• Task 3: Response to Public Comments and Preparation of Final EIR	\$21,446
• Task 4: Public Noticing, Statement of Facts and Findings	\$4,923
• Task 5: Attendance of Meetings and Hearings (23 hours for virtual meetings and 27 hours for preparation and attendance of public hearings)	\$10,149
• Task 6: Project Management and Contract Administration	\$16,882
• Reimbursables (travel, printing, etc.)	\$779
DJP&A Total	\$114,877

Subconsultants⁴

• Chronicle Heritage, Inc. - (Cultural Resources Assessment Report and Paleontological Resources Assessment)	\$26,660
• Hexagon Transportation Consultants, Inc. (Transportation Impact Analysis and Local Transportation Analysis)	\$59,800
• Illingworth & Rodkin, Inc. (Air Quality and GHG Assessment)	\$22,770
• Illingworth & Rodkin, Inc. (Noise Analysis Assessment)	\$16,560

⁴ Subconsultant and reimbursable expenses include our standard 15 percent administrative fee.

Subconsultant Total	125,790
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Total	\$240,667
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Charge Rate Schedule – DJP&A⁵

<u>Title</u>	<u>Hourly Rate</u>
Senior Principal	\$ 340.00
Principal Project Manager	\$ 313.00
Senior Environmental Specialist	\$ 266.00
Senior Project Manager	\$ 244.00
Environmental Specialist	\$ 228.00
Project Manager	\$ 217.00
Associate Project Manager	\$ 191.00
Assistant Project Manager	\$ 160.00
Researcher	\$ 138.00
Graphic Artist	\$ 128.00

Materials, outside services and subconsultants include a 15% administration fee.

Mileage will be charged per the current IRS standard mileage rate at the time costs occur.

⁵ David J. Powers & Associates, Inc. (DJP&A) provides regular, clear, and accurate invoices, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.

Charge Rate Schedule – Subconsultants

CHARGE RATE– Chronicle Heritage, Inc.

Our fees are based on the following schedule of hourly rates:

Principal	\$225/hour
Principal Investigator/Tech Lead	\$205/hour
Senior Level	\$170/hour
Associate Level	\$150/hour
Staff Level	\$115/hour
GIS Specialist	\$125/hour
Editor/Processing	\$120/hour

CHARGE RATE– Hexagon Transportation Consultants, Inc.

Our fees are based on the following schedule of hourly rates:

President	\$335/hour
Principal	\$290/hour
Senior Associate II	\$270/hour
Senior Associate I	\$250/hour
Associate II	\$225/hour
Associate I	\$200/hour
Planner/Engineer II	\$170/hour
Planner/Engineer I	\$140/hour
Admin/Graphics	\$120/hour
Assistant Planner/Engineer	\$115/hour
Technician	\$85/hour

CHARGE RATE– Illingworth & Rodkin, Inc.

Our fees are based on the following schedule of hourly rates:

Principal	\$240/hour
Senior Consultant	\$215/hour
Consultant	\$195/hour
Staff Consultant	\$175/hour
Technical/Admin Support	\$125/hour

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Rodolfo Onchi, Public Works Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Professional Services Agreement Amendment: Cloud-Based Computerized Maintenance Management Software (CMMS) System**

SUMMARY OF ISSUE

A cloud-based Computerized Maintenance Management Software (CMMS) system is a digital solution designed to streamline and enhance the management of maintenance activities and processes within an organization. It operates on a cloud infrastructure, meaning that the software and data are hosted and accessible remotely via the internet.

The City issued a request for proposals in January of 2023 for a CMMS system. Staff recommended OpenGov, Inc. as the preferred vendor and the City Council approved the professional services agreement on June 26, 2023. During initial implementation, additional scope and changes were deemed necessary. Those changes include an additional fleet maintenance domain and scope changes for the phases of implementation for all modules in a multi phase process. The original approval was not to exceed \$166,416. Based on the scope revisions and an additional domain, the revised contract is for \$190,011, covering all implementation and a full 5-year subscription.

FISCAL IMPACT

The project is included within the Adopted Fiscal Year 2024-25 Capital Improvement Program and would not require additional funds to be allocated.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to amend the agreement with OpenGov, Inc. in a form acceptable to the City Attorney in an amount not to exceed \$190,011, plus 10% contingency, totaling \$209,012.

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2. Exhibit A City of Scotts Valley, CA - EAM - SOW - 01.02.25



Statement of Work

City of Scotts Valley, CA

Creation Date: 12/31/2024
SoW Expiration Date: 3/1/2025
Document Number: PS-06983.3
Created by: Jennifer Nordin

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Scotts Valley, CA ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

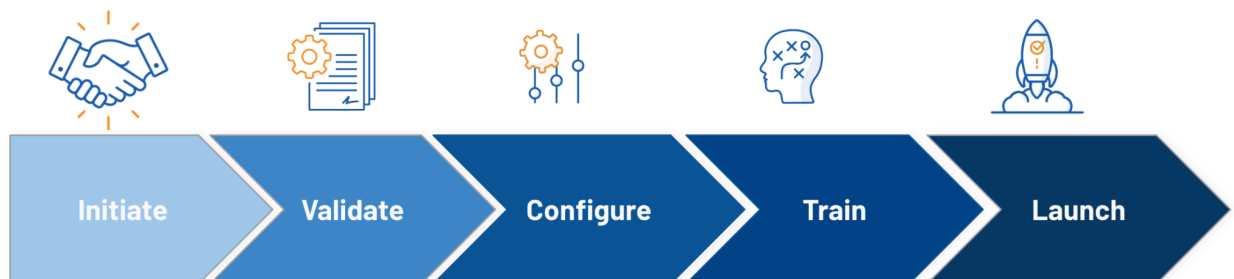
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified

in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested

revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

Phase 2	Deliverable	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Enterprise Asset Management Phase 1

Use Cases Build for Enterprise Asset Management:

- Parks and Rec
- Stormwater
- Wastewater Treatment
- Wastewater Collection / Sanitary Sewer

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to sixteen (16) hours, requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Parks and Recreation (10)

- Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
- o Stormwater (9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump
- o Wastewater Treatment Plant (36)
 - Wastewater Treatment Plant Blowers; Wastewater Treatment Plant Compressors; Wastewater Treatment Plant Conveyors; Wastewater Treatment Plant Electrical Generator; Wastewater Treatment Plant Facility; Wastewater Treatment Plant HVAC Equipment; Wastewater Treatment Plant Instrumentation; Wastewater Treatment Plant Motors; Wastewater Treatment Plant Presses; Wastewater Treatment Plant Processes; Wastewater Treatment Plant Pump; Wastewater Treatment Plant Screens; Wastewater Treatment Plant Structure; Wastewater Treatment Plant UV; Wastewater Treatment Plant Valves; Wastewater Treatment Plants; Wastewater Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs; Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction
- o Wastewater Collection / Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)

- o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - o OpenGov Asset Management Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
 - o OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a remote, up to sixteen (16) hours, "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests

- Issue library (including settings such as Applies to Asset and Non-Location)
- OpenGov recommended best practices for Request and Requester Management
- o Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use

- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
 - Manager

Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide remote train-the-trainer training, up to four (4) hours, on OpenGov Asset Management Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - o Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide up to remote, up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

Enterprise Asset Management Phase 2

Use Cases Build for Enterprise Asset Management:

- Transportation
- Signals
- Facilities
- Fleet

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
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- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

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- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

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OpenGov will:

- Provide a remote, up to sixteen (16) hours, requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

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- Completion of requirements gathering workshop.

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 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
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 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records

- o Standard system libraries

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - o Signals (8)
 - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
 - o Facilities (25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
 - o Fleet (1)
 - Fleet

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission
 - o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
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 - o Standard Reports
 - o Attachments

- o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
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OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

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 - Requests
 - Requesters
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 - Issue library (including settings such as Applies to Asset and Non-Location)

- OpenGov recommended best practices for Request and Requester Management
- o Work Management:
 - Create Task(s)(Asset/Non-Asset)
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 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
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- o Asset Management:
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 - Preventative Maintenance Plans
 - Inspections
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 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance

- Task Management
- Vehicle Replacement Ratings (VRR) Equipment Detail information
- Fleet Reports
- OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
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 - o Performance Management
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 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
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 - o Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer

- Reporting best practices and solution tips/tricks.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide up to remote, up to eight (8) hours of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

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Order Form Expiration: 9/30/2024
Subscription Start Date: 1/1/2025
Subscription End Date: 12/31/2029

Prepared By: Alex Martinez
Email: salesops@opengov.com
Contract Term: 60 Months

Customer Information				
Customer:	City of Scotts Valley, CA		Contact Name:	Matt Spencer-Cooke
Bill To/Ship To:	1 Civic Center Drive Scotts Valley, California 95066 United States		Email:	mspencer-cooke@scottsvally.gov
Order Details				
Billing Frequency: Annually in Advance				
Payment Terms: Net Thirty (30) Days				

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Credit for Unused Software (Asset Management, Asset Builder, Signal Domain, Stormwater Domain, Transportation Domain)	9/1/2023	8/31/2024	(\$18,588.00)
Enterprise Asset Management Wastewater Collection Domain, Wastewater Treatment Domain, Parks & Recreation Domain, Stormwater Domain	1/1/2025	12/31/2025	\$20,978.00
Enterprise Asset Management Wastewater Collection Domain, Wastewater Treatment Domain, Parks & Recreation Domain, Stormwater Domain, Facilities Domain, Signal Domain, Transportation Domain	1/1/2026	12/31/2026	\$29,011.00
Enterprise Asset Management Wastewater Collection Domain, Wastewater Treatment Domain, Parks & Recreation Domain, Stormwater Domain, Facilities Domain, Signal Domain, Transportation Domain	1/1/2027	12/31/2027	\$30,461.00
Enterprise Asset Management Wastewater Collection Domain, Wastewater Treatment Domain, Parks & Recreation Domain, Stormwater Domain, Facilities Domain, Signal Domain, Transportation Domain	1/1/2028	12/31/2028	\$31,985.00
Enterprise Asset Management Wastewater Collection Domain, Wastewater Treatment Domain, Parks & Recreation Domain, Stormwater Domain, Facilities Domain, Signal Domain, Transportation Domain	1/1/2029	12/31/2029	\$33,584.00
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:			
Product / Service			
OpenGov Deployment — Milestones Payment 1	1/1/2025		\$10,500.00
Credit for Milestone Payment 1			(10,500.00)
OpenGov Deployment — Milestones Payment 2	Billed Upon Completion or 3 months from the Execution of the Agreement		\$8,680.00
OpenGov Deployment — Milestones Payment 3	Billed Upon Completion or 4 months from the Execution of the Agreement		\$8,680.00
OpenGov Deployment — Milestones Payment 4	Billed Upon Completion or 6 months from the Execution of the Agreement		\$8,680.00
OpenGov Deployment — Milestones Payment 1	1/1/2026		\$10,500.00
OpenGov Deployment — Milestones Payment 2	Billed Upon Completion or 3 months from the Execution of the Agreement		\$8,680.00
OpenGov Deployment — Milestones Payment 3	Billed Upon Completion or 4 months from the Execution of the Agreement		\$8,680.00
OpenGov Deployment — Milestones Payment 4	Billed Upon Completion or 6 months from the Execution of the Agreement		\$8,680.00
Professional Services Total:			See Billing Table

Service Terms		
Service Date:	Amount:	
January 1, 2025	\$2,390.00	(Credit for Priorly Paid Software & Services + Software Fee + Milestone Payment)
January 1, 2026	\$39,511.00	(Annual Software Fee + Milestones Payment)
January 1, 2027	\$30,461.00	
January 1, 2028	\$31,985.00	
January 1, 2029	\$33,584.00	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") executed on August 15, 2023, between OpenGov and the entity identified above ("Customer").

The "Agreement" between OpenGov and the Customer consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

Effective as of the date of the last signature on this Order Form, this Order Form and attached SOW shall replace and supersede the Order Form and Statement of Work signed between the parties effective August 15, 2023.

City of Scotts Valley, CA

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Kendra Reed, Finance Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: Investment Report for the Quarter Ended December 31, 2024

SUMMARY OF ISSUE

Attached is the portfolio performance status report for the City and Supplemental Law Enforcement Fund ("SLESF") investment report for the quarter ended December 31, 2024. This information is for review only. No action is required by the Council.

The City's investment report submitted herein complies with the City's investment policy and evidence that there is adequate cash flow to meet the City's needs for the next six months. The City traditionally invests excess operating portfolio funds in Local Agency Investment Fund ("LAIF") and to the California Asset Management Program ("CAMP"). CAMP is a California Joint Powers Authority ("JPA") established in 1989. Investments offered through the Cash Reserve Portfolio (the "Pool" or the "CAMP Pool") and CAMP Term are permitted for all local agencies under California Government Code Section 53601(p). CAMP is directed by a board of trustees, which is made up of experienced local government finance directors and treasurers.

The SLESF investment report reflects the latest information available concerning how these monies provided by the State of California for front line police services were invested as of December 31, 2024.

Additional information on the Pooled Money Investment Account (PMIA) and Local Agency Investment Fund (LAIF) are provided from the State Treasurer's site.

FISCAL IMPACT

There is no fiscal impact of receiving and filing the report.

STAFF RECOMMENDATION

Receive and file an Investment Report for the Quarter Ended December 31, 2024.

TABLE OF CONTENTS

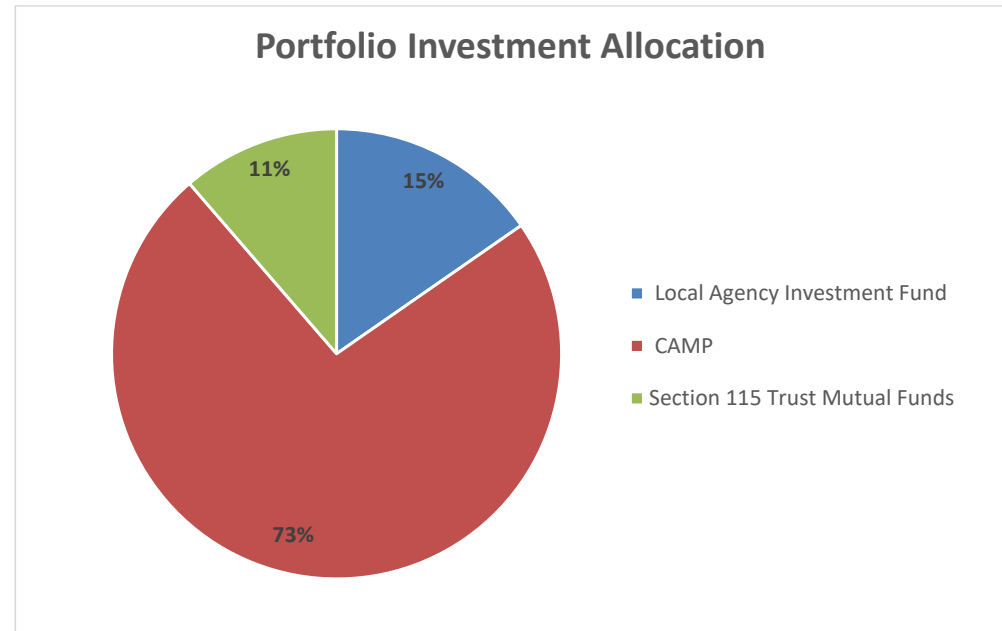
1. FY2425_Q2 Investment Report

**City of Scotts Valley
Quarterly Investment Report
December 31, 2024**

<u>TRUSTEE</u>	<u>TYPE OF INVESTMENT</u>	<u>ISSUER</u>	<u>MATURITY DATE</u>	<u>FACE VALUE</u>	<u>COST</u>	<u>MARKET VALUE</u>	<u>VALUATION</u>	<u>YIELD</u>
<u>General Pooled Investments</u>								
State of California	Local Agency Investment Fund (LAIF)	State of California	Demand - 1 day	\$ 2,910,976	\$ 2,910,976	\$ 2,900,253 *	LAIF	4.620%
Board of Trustees	California Asset Management Program (CAMP)	CAMP	Demand - 1 day	\$ 13,873,319	\$ 13,873,319	\$ 13,873,319	CAMP	4.730%
Weighted Average Rate for General Pooled Investments								4.711%
<u>Section 115 Trust</u>								
Charles Schwab Trust Bank	Mutual Fund	Schwab	Demand - 1 day	2,088,402	2,088,402	\$ 2,146,044	Schwab	4.670%
<u>Investments of Bond Proceeds</u>								
Bank of New York Mellon	US Treasury Notes	Bank of New York Mellon	Demand - 1 day	\$ 391	\$ 391	\$ 391	Bank of New York	0.000%
Bank of New York Mellon	US Treasury Notes	Bank of New York Mellon	Demand - 1 day	\$ 360,760	\$ 360,760	\$ 360,760	Bank of New York	3.868% **
Bank of New York Mellon	US Treasury Notes	Bank of New York Mellon	Demand - 1 day	\$ 821	\$ 821	\$ 821	Bank of New York	0.000%

* Interest is paid at maturity. Market Value based on latest factor of 0.999621985 provided by LAIF on 12/31/2024, which has been applied to face value.

** Weighted average for all accounts.



Supplemental Law Enforcement Fund (SLESF)
Quarterly Investment Report
December 31, 2024

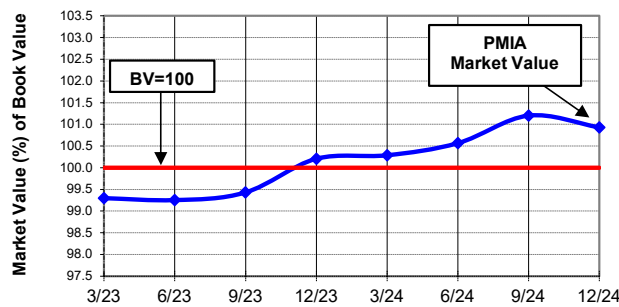
<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>TRUSTEE/INVESTMENT TYPE</u>	<u>YIELD</u>
\$ 89,857	\$ 89,526 *	California Local Agency Investment Fund (LAIF)	4.620%
<u>\$ 89,857</u>	<u>\$ 89,526</u>		

* Interest is paid at maturity. Market Value includes accrued interest.

MONTHLY PERFORMANCE
Pooled Money Investment Account
December 2024

	12/31/2024	11/30/2024	12 Months HIGH LOW	
Average Life (days)	252	257	257	212
Certificates of Deposit & Bank Notes	8.46%	8.96%	10.04%	8.17%
Commercial Paper	6.40%	6.63%	7.06%	5.79%
Treasuries	55.91%	55.96%	59.17%	53.92%

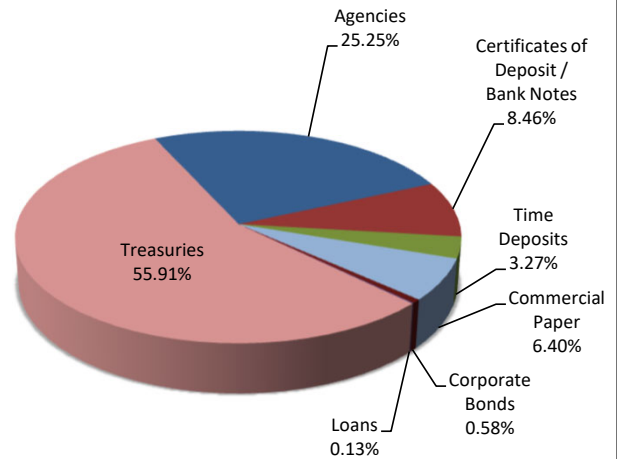
PMIA MARKET VALUATION



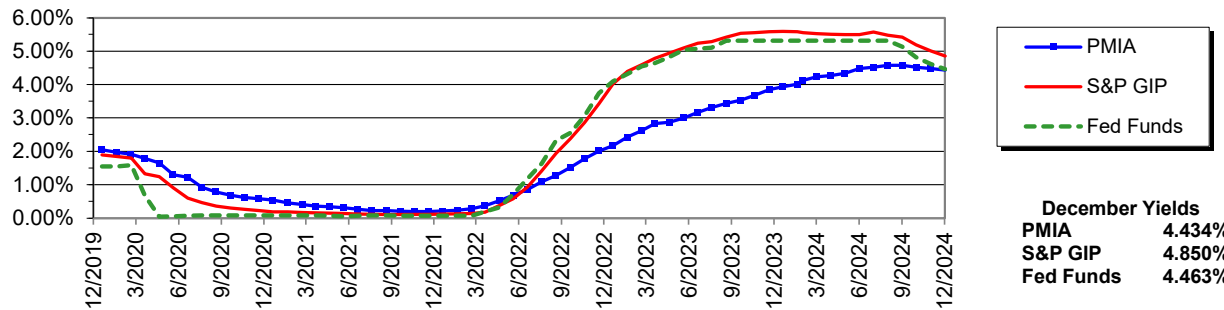
MARKET VALUE (%) of BOOK VALUE

Mar-2023	99.3005	Mar-2024	100.2851
Jun-2023	99.2503	Jun-2024	100.5652
Sep-2023	99.4272	Sep-2024	101.2007
Dec-2023	100.2054	Dec-2024	100.9316

PMIA Portfolio Composition - 12/31/2024
\$155.4 billion



Average Monthly Yield Comparison - 12/2019 through 12/2024



Percentages may not total 100%, due to rounding.



PMIA/LAIF Performance Report as of 01/22/25



Quarterly Performance Quarter Ended 12/31/24

LAIF Apportionment Rate ⁽²⁾ :	4.62
LAIF Earnings Ratio ⁽²⁾ :	0.00012664187216722
LAIF Administrative Cost ^{(1)*} :	0.28
LAIF Fair Value Factor ⁽¹⁾ :	0.999621985
PMIA Daily ⁽¹⁾ :	4.40
PMIA Quarter to Date ⁽¹⁾ :	4.48
PMIA Average Life ⁽¹⁾ :	252

PMIA Average Monthly Effective Yields⁽¹⁾

December	4.434
November	4.477
October	4.518
September	4.575
August	4.579
July	4.516

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/24 \$155.4 billion

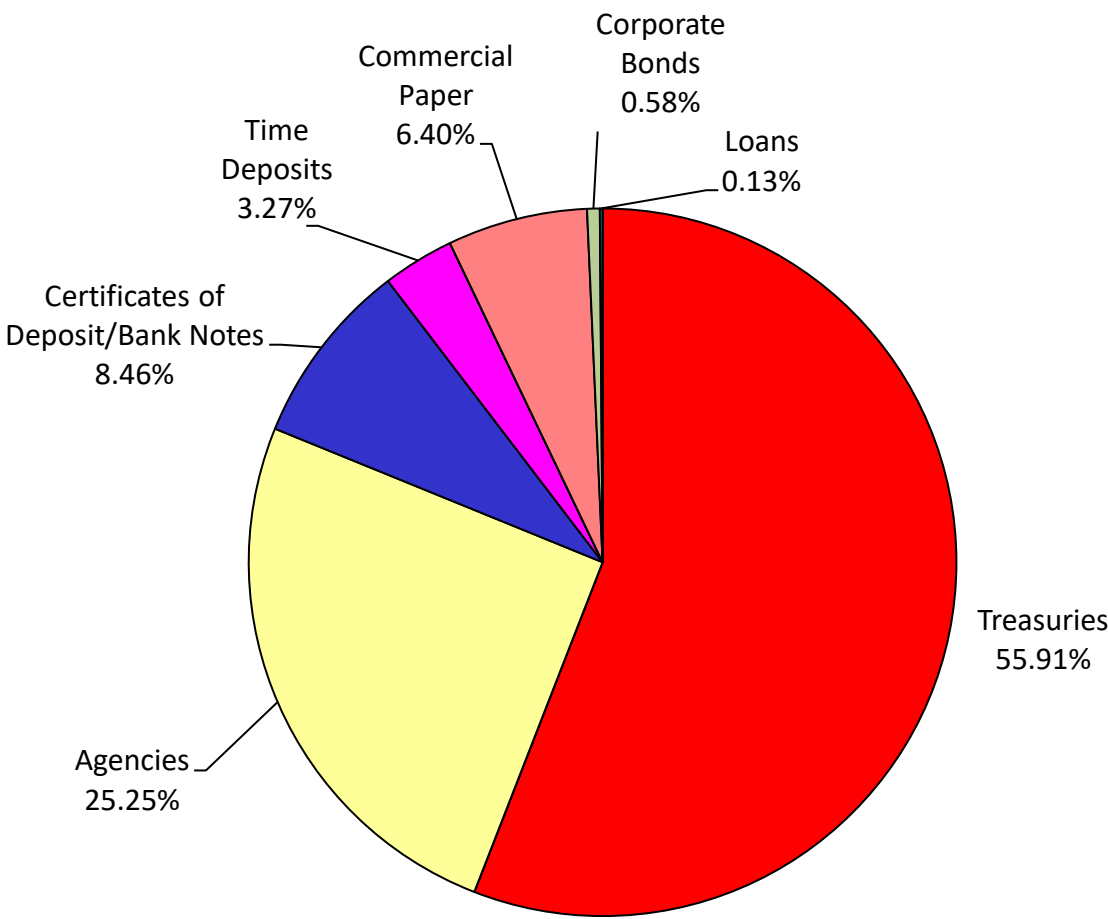


Chart does not include \$1,239,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:
⁽¹⁾ State of California, Office of the Treasurer
⁽²⁾ State of California, Office of the Controller

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Kirsten Powell, City Attorney
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Termination of City's Declaration of Local Emergency related to the tornado**

SUMMARY OF ISSUE

On December 14, 2024, an Enhanced Fujita Scale 1 tornado hit the City of Scotts Valley travelling .31 miles from Lockwood Lane to Kings Village Road along Mt. Hermon Road (the "Tornado"). The Tornado damaged or destroyed 15 overhead traffic signals, caused power outages and downed numerous trees throughout the area including a tree approximately 4 feet in diameter which blocked Bean Creek Road and damaged the Scotts Valley Middle School. Current estimates of the damage caused by the Tornado exceed \$100,000, although the true extent of the damage caused by the Tornado has yet to be ascertained. On December 16, 2024, the City Manager acting as the Director of Civil Defense and Disaster proclaimed an emergency in accordance with Scotts Valley Municipal Code Chapter 2.48. Pursuant to Government Code Section 8630, a local emergency shall be deemed to continue to exist for a period of up to seven days, and thereafter by ratification and extension by the City Council, until the local emergency is terminated by the City Council. On December 18, 2024, the City Council approved Resolution No. 2058.1 ratifying the proclamation of local emergency and deems it to continue to exist until terminated by the City Council.

On the day of the tornado, resources from numerous agencies and organizations descended on Scotts Valley to assist the victims, the businesses and the community. The City worked closely with PG&E to repair damaged power lines and restore power to the community. The City also worked with Community Tree Service to assist the Scotts Valley School District with the damage to the Middle School. The City expended staff resources and funding to address the emergency. The City has submitted a request for reimbursement to CalOES for the costs of the emergency.

At this point, the emergency no longer exists and it is appropriate for the City Council to terminate the emergency proclamation.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15320, 15378 and

15061(b)(3) as it is an organizational structure change and does not have the potential to result in either a direct or reasonable foreseeable indirect physical change in the environment.

FISCAL IMPACT

The fiscal impact of the tornado emergency event has exceeded \$100,000 in City General Funds. The City has submitted a reimbursement request to CalOES where we could be eligible for reimbursement of up to 75% of these costs. This disaster, coupled with the pending reimbursements from the Federal Highway Administration for the mudslides that damaged Bean Creek and Green Hills roads in 2023 continues to stress the City's general fund reserves.

STAFF RECOMMENDATION

It is recommended that the City Council approve the resolution.

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1. Resolution No. 2058.1 Tornado Emergency Termination

RESOLUTION NO. 2058.1

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
TERMINATING THE LOCAL EMERGENCY REGARDING THE TORNADO THAT HIT
SCOTTS VALLEY**

WHEREAS, Scotts Valley Municipal Code section 2.48.050 enables the City to designate the City Manager as the Director of Civil Defense and Disaster and enables such Director to proclaim the existence or threatened existence of a local emergency when the City is affected by a "disaster" which is defined as actual or threatened enemy attack, sabotage, extraordinary fire, flood, storm, epidemic, riot, earthquake or other similar public calamity; and

WHEREAS, on December 14, 2024, an Enhanced Fujita Scale 1 tornado hit the City of Scotts Valley travelling .31 miles from Lockwood Lane to Kings Village Road along Mt. Hermon Road (the "Tornado"); and

WHEREAS, on December 16, 2024, the City Manager acting as the Director of Civil Defense and Disaster proclaimed an emergency in accordance with Scotts Valley Municipal Code Chapter 2.48; and

WHEREAS, on December 18, 2024, the City Council determined the proclamation of the emergency was appropriate and ratified the City Manager's proclamation; and

WHEREAS, pursuant to Government Code Section 8630(c), the City Council has determined that the situation necessitating the emergency proclamation no longer exists within the City of Scotts Valley.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Scotts Valley hereby declares that the proclamation of local emergency made on December 18, 2024, is hereby terminated.

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 5th day of February, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Derek Timm, Mayor

Attest: _____
Cathie Simonovich, City Clerk

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: 2/5/2025
TO: Honorable Mayor and City Council
FROM: Stephanie Hill, Administrative Services Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: Receive Fiscal Year 2024-2025 Mid-Year Report, including Proposed Budget Amendments

SUMMARY OF ISSUE

This report provides an update of the City’s current financial performance, including a Mid-Year Financial Review for FY 2024-25. The Mid-Year Financial Review covers a six-month period from July 1, 2024, through December 31, 2024. It identifies mid-year revenue and expenditure trends for all City funds, and a proposed budget amendment for adoption. Part of this analysis is reviewing the prior fiscal year financial results for FY 2023-24.

FY 2024-25 Mid-Year Financial Review

Staff analyzed revenues and expenditures for all City funds during the first half of the current Fiscal Year. Some expenditures that are trending below FY 2024-25 budgeted amounts but are anticipated to catch up during the remainder of the fiscal year. We are recognizing some savings from being fully staffed and relying less on outside consultants. Revenues are tracking to budgeted amounts overall, however, there are some that are performing better and worse. Minor proposed budget amendments are detailed below.

The City Council’s adoption of the FY 2024-25 budget incorporated analysis on the overall financial health of the City with great emphasis on the performance and future needs of the General Fund. The budget included negotiated changes in the respective employee units and funding of capital projects. Items of importance are highlighted below:

General Fund (Fund 001, 006)

The overall General Fund operating expenditures are projected to be on target with the budget. A proposed amendment decreasing \$100,000 is proposed to recognize outside consulting services savings due to the City being fully staffed.

Most recurring General Fund revenues are performing as anticipated. However, there has been a decline in sales and use tax revenues being seen across the state. Offsetting the decline were increases in areas such as Utility Users Tax, likely related to increased fees from the utilities, and permit related revenues. There is an overall proposed amendment to increase revenues by \$100,000.

This results in an overall favorable change of \$200,000:

Revenue and Expense	Adopted Budget	Amended Budget	Changes for FY24/25
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Amendments			
Revenue:			
Sales and Use Tax	7,400,000	7,000,000	(400,000)
Utility Users Tax	975,000	1,200,000	225,000
Permit Related	684,000	895,000	211,000
Business License Tax	350,000	400,000	50,000
Police Fees	16,000	30,000	14,000
			100,000
Expense:			
Building Contract Services	400,000	300,000	(100,000)

Other Major Funds

Wastewater operates as its own enterprise fund, which operates similarly to a private business to be self-sustaining based on user fees. The fund is operating similar to the budget and no amendments are proposed. The long-term capital needs for Wastewater remain with anticipated future debt funding for the long-term projects.

Recreation like funds cover the Recreation Department, Senior Center, and Community Center. These funds are operating similar to the budget, where a gradual ramp up in revenues was expected based on being fully staffed, increased offerings, and a recreation fee update.

FY 2024-25 GENERAL FUND YEAR-END FUND BALANCE PROJECTION AND PROPOSED BUDGET AMENDMENT

The table below summarizes the FY 2024-25 year-end fund balance projection, considering projected revenue and expenditure trends discussed above. The beginning fund balance is decreased by \$509 thousand based on the audited results of FY 23/24. This combined with the increased revenue projections and decreased expenditures results in a slight decrease of the fund balance of \$309 thousand.

General Fund (001, 006)	Adopted FY24/25 Budget	Amended FY24/25 Budget	Increase (Decrease)
Beg. Bal. 7/1/24	7,409,558	6,901,010	(508,548)

Revenues	18,633,875	18,733,875	100,000
Expenditures	20,460,848	20,360,848	(100,000)
Transfers In (Out)	(2,248,208)	(2,248,208)	-
Net Surplus (Deficit)	(4,075,181)	(3,875,181)	200,000
End. Bal. 6/30/25	3,334,377	3,025,829	(308,548)

PRIOR FISCAL YEAR REVIEW FOR FY 2023-24

The prior fiscal year finished \$1.7 million better than the budget in revenues, offset by \$0.9 million more in expenditures. Roughly half of the revenue increase was related to the new cost allocation analysis that realigned internal service department charges for services provided to other funds and close out of certain grant programs. Franchise and Utility Users revenues came in stronger than anticipated, as well as greater investment income due to the interest rates remaining strong all year. Expenses came in higher due to storm repairs to the Green Hills Rd and Bean Creek Rd, which anticipate a future year FHWA reimbursement for a portion of these expenses.

FISCAL IMPACT

The fiscal impact of adopting the proposed budget amendment for FY 24/25 will increase the expected revenues by \$100,000 and decrease expected expenditures by \$100,000 in the General Fund. This is to better align the budget with expected results, which aids in the upcoming budget process.

STAFF RECOMMENDATION

It is recommended that the City Council takes the following actions:

1. Accept FY 2024-25 Mid-Year Financial Report through December 31, 2024.
2. Approve Resolution No. 630.44.1 Amending the FY 2024-25 Annual Budget.

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1. RESOLUTION Amended Budget FY2425

RESOLUTION NO. 630.44.1

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AMENDING THE FY 2024-25 ADOPTED BUDGET

WHEREAS, the City Council approved the Fiscal Year (FY) 2024-25 Annual Budget for the City of Scotts Valley on June 12, 2024, by Resolution 630.44; and

WHEREAS, staff conducted financial analysis using data from the FY 2023-24 Annual Comprehensive Financial Report (ACFR) and other financial performance measures, including year-to-date information about FY 2024-25 actual revenues and actual expenditures; and

WHEREAS, staff is recommending the City Council amend the FY 2024-25 Adopted Budget to provide a more accurate reflection of the City's financial activities and overall financial position; and

WHEREAS, City Council approval is needed to amend the FY 2024-25 Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Scotts Valley that the FY 2024-25 Adopted Budget is amended in the manner described below:

General Fund (001, 006)	Adopted FY24/25 Budget	Amended FY24/25 Budget	Increase (Decrease)
Beginning Fund Balance	7,409,558	6,901,010	(508,548)
Revenues	18,743,272	18,843,272	100,000
Expenses	22,818,456	22,718,456	(100,000)
Projected Ending Fund Balance	3,334,374	3,025,826	(308,548)

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a meeting held on the 5th day of February, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Derek Timm, Mayor

ATTEST: _____
Cathie Simonovich, City Clerk