



A G E N D A

Meeting of the Scotts Valley City Council

Date: December 18, 2019

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	The agenda was posted 12-13-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .

ELECTED OFFICIALS	CITY STAFF MEMBERS
Jack Dilles, Mayor Randy Johnson, Vice Mayor Donna Lind, Council Member Jim Reed, Council Member Derek Timm, Council Member	Tina Friend, City Manager Kirsten Powell, City Attorney Steve Walpole, Chief of Police Taylor Bateman, Community Development Director Tony McFarlane, Administrative Services Director Daryl Jordan, Public Works Director Tracy Ferrara, 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. Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org. Televised Meetings: City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.

CALL TO ORDER 6:00 PM

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

SPECIAL SET MATTERS

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

ROLL CALL

COMMITTEE REPORTS

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

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

- A. Approve City Council minutes of 12-4-19
- B. Approve check registers dated 12-6-19, 12-13-19
- C. Approve Resolution No. 1952.1 approving the Parcel Map for 350 Bean Creek Road Subdivision, APN 022-212-09
- D. Approve First Amendment to the Landlord Incentive Program Agreement between the City of Scotts Valley and the Housing Authority of the County of Santa Cruz extending the agreement through June 30, 2020 and authorize the City Manager to sign the amendment and approve the non-monetary and administrative amendments

- E. Approve the Agreement for Professional Services between the City of Scotts Valley and M-Group for planning related services for the Valley Gardens Planned Development Project, and authorize the City Manager to execute the agreement
- F. Approve revision of Fiscal Year 2019/2020 Salary Schedule to meet State minimum wage requirements for 2020
- G. Approve Resolution No. 1955.7, modifying the job classification of Chief Wastewater Plant Operator to Senior Wastewater Plant Operator and increasing the salary range by 15%
- H. Approve Agreement between the City of Scotts Valley and Earthworks Paving Company, Inc. for the Glenwood Drive Street Widening and Improvements, authorize the City Manager to execute the agreement and authorize a budget expenditure appropriation

ALTERATIONS TO REGULAR AGENDA

Council can remove or add items to the Regular Agenda.
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REGULAR AGENDA

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

- 1. Discussion of potential projects for Proposition 68 "Per Capita Program" Parks Improvements Grant (Recreation Division Manager Kristin Ard)
- 2. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

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) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.
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PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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MINUTES

Meeting of the Scotts Valley City Council

Date: December 4, 2019

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	The agenda was posted 11-27-19 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvally.org .

CALL TO ORDER 6:00 PM

The City Council meeting was called to order at 6:04 pm.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

Jack Dilles, Mayor
Randy Johnson, Vice Mayor
Donna Lind, Council Member
Derek Timm, Council Member

Jim Reed, Council Member
(Arrived at 6:27 pm)

CITY STAFF MEMBERS PRESENT:

Tina Friend, City Manager
Kirsten Powell, City Attorney
Steve Walpole, Chief of Police
Taylor Bateman, Community Development Director
Tony McFarlane, Administrative Services Director
Daryl Jordan, Public Works Director/City Engineer
Tracy Ferrara, City Clerk

SPECIAL SET MATTER

- (1) ASD McFarlane introduced two new employees in his Department, Amanda Long, Accountant I and Terra Andrade, Human Resources/Payroll Analyst.

COMMITTEE REPORTS

Mayor Dilles reported that he attended the Monterey Bay Community Power Policy Board meeting where they discussed a variety of items, including approval for the establishment of an Uninterruptible Power Supply (UPS) Fund to provide financing for critical infrastructure facility resiliency investments.

CITY MANAGER REPORT

- Thank you to the crew of volunteers, staff and Council Members who helped out with the Siltanen mural restoration on November 23rd. This dedicated set of community members carefully mixed paints and painting over a large swath of graffiti.
- I also want to express my appreciation for the City maintenance crew, who have been working tirelessly to respond to the storm, from a felled branch on our MacDorsa Restrooms Building to checking and clearing our storm drains. This small crew is working very hard to keep Scotts Valley safe throughout these storms.
- The Scotts Valley Advocates are pleased to present the Light Up the Night event, this Saturday, December 7th from 5:30 to 7:30 p.m. at the Scotts Valley Community Center. There will be live performances, refreshments, Santa's arrival by Fire Truck and importantly, a toy and canned food drive supporting the work of Valley Churches United Missions.
- Tomorrow, I'll be attending the Libraries Facilities Financing Authority Meeting. An important point of discussion will be the next Measure S bond issuance, which will include funding for the Scotts Valley Branch. Work will ramp up in this area for significant activity next year. I'll be scheduling a Library Facilities Upgrade Subcommittee meeting soon to discuss the work plan and next steps.

PUBLIC COMMENT TIME

CM Lind thanked all of the volunteers and City staff who assisted in the repair of the Siltanen Park Mural.

CM Lind announced that the Scotts Valley Police Officers Association held a very successful toy drive benefitting Valley Churches.

ALTERATIONS TO CONSENT AGENDA

M/S: Lind/Johnson

To approve the Consent Agenda.

Carried 4/0/1 (AYES: Dilles, Johnson, Lind, Timm; ABSENT: Reed)

CONSENT AGENDA

- A. Approve City Council minutes of 11-20-19
- B. Approve check registers dated 11-22-19, 11-27-19

- C. Approve Resolution No. 1955.6 establishing the job classification and salary range for the Job Classification of Management Analyst/Senior Management Analyst in the City of Scotts Valley personnel complement with no new corresponding budgeted position or budget appropriation
- D. Approve the Lot Line Adjustment between APN 023-061-17 (7200 Highway 17) and APN 023-051-04 (114 Sawyer Court)
- E. Approve the Operation & Maintenance Agreements for Tract 1603 Dunslee residential/commercial projects
- F. Approve the Operation & Maintenance Agreement for the Pinnacle View project, APN's 021-281-01, -02, -05, and -06

ALTERATIONS TO REGULAR AGENDA

M/S: Lind/Johnson

To approve the Regular Agenda.

Carried 4/0/1 (AYES: Dilles, Johnson, Lind, Timm; ABSENT: Reed)

REGULAR AGENDA

1. **Consider designating City Council Members and potential consultant support for a retail replacement and economic development strategy**

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

Robert Aldana, Scotts Valley resident, spoke in support of the City Council working on a retail replacement strategy for Kmart.

VM Johnson recommended that CM Timm be designated to assist in the advancement of a Kmart retail replacement strategy.

M/S: Lind/Johnson

To designate Council Member Timm to assist in the advancement of a Kmart retail replacement strategy, authorize the City Manager to solicit proposals for retail recruitment consultant support with a not-to-exceed amount of \$30,000, and authorize CM Timm to work with City staff on a scope of work to be included in the proposal for a retail recruitment consultant.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

2. Consider declaring a fiscal emergency in the City of Scotts Valley and placing a Transactions and Use (Sales) Tax Measure on the March 2020 Presidential Primary Election

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

Ilo Nilson, Scotts Valley resident, asked how the community input was garnered for the poll and questioned how other groups are impacted if Scotts Valley uses the .75 sales tax.

Robert Aldana, Scotts Valley resident, spoke in support of placing a 1.25% sales tax measure on the March 2020 ballot.

Taylor Dean, Scotts Valley student, questioned the possibility of reclassifying the School District so that they could receive a higher amount of funding for the schools.

Joe Bach, Scotts Valley resident, challenged the City to be sure they had thoroughly reviewed every line item of the budget before asking for a sales tax increase.

M/S: Lind/Johnson

To approve Resolution No. 1972 declaring a fiscal emergency in order to place a General Purpose Transactions and Use (Sales) Tax Measure on the March 3, 2020 Primary Presidential Election.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

M/S: Lind/Johnson

To approve Resolution No. 1972.1 ordering an election, requesting County Elections to conduct the election, and requesting consolidation of the election to include a ballot measure for the City of Scotts Valley to enact a Transactions and Use Tax, with authority for staff to make any ministerial, non-substantive changes needed.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

M/S: Lind/Johnson

To approve first reading and introduction of Ordinance No. 186.1 amending Chapter 3.17 of Title 3 increasing and extending a Transactions and Use Tax administered by the California Department of Tax and Fee Administration and waive the reading thereof.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

M/S: Lind/Johnson

To endorse the measure, authorize the submittal of the argument/rebuttal in favor of the measure, and authorize the Mayor and Vice Mayor to submit the argument and approve the signatories.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

M/S: Lind/Johnson

To direct the City Attorney to prepare the impartial legal analysis and direct the City Manager to prepare the fiscal analysis.

Carried 5/0 (AYES: Dilles, Johnson, Lind, Reed, Timm)

3. Future Council agenda items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:40 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54956.9(b), the City Council met in closed 7:50 session to confer with their legal counsel regarding potential litigation – 1 case.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:50 p.m.

REPORT ON ACTION TAKE DURING CLOSED SESSION

Mayor Dilles announced that there was nothing to report.

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

AGENDA ITEM B
DATE: 12-18-2019

SCOTTS VALLEY ACCOUNTS PAYABLE
12/06/2019 11:11:28 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.12 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 120619 COMMENT... 12/06/2019 A/P

DATA-JE-ID DATA COMMENT

W-12062019-182 12/06/2019 A/P

Run Instructions:

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	003120 AGE ELECTRIC, INC	117766	12/06/19	8,946.11	
	001219 ALHAMBRA	117767	12/06/19	97.95	
	001219 ALHAMBRA	117768	12/06/19	73.39	
	003497 ALVAREZ INDUSTRIES, INC	117769	12/06/19	1,111.00	
	003557 BARTEL ASSOCIATES, LLC	117770	12/06/19	3,667.00	
	000614 BATTERIES + BULBS #314	117771	12/06/19	215.39	
	001066 BEHAVIORAL HEALTH CARE I	117772	12/06/19	114.00	
	001593 BENEDICT DDS/NANETTE	117773	12/06/19	136.00	
	003170 BOGARD CONSTRUCTION INC	117774	12/06/19	95.00	
	000437 BRASS KEY LOCKSMITH	117775	12/06/19	27.99	
	003894 BURKE, WILLIAMS & SORENS	117776	12/06/19	30,125.21	
	003280 CAROLLO	117777	12/06/19	3,864.26	
	001546 CRAIG/ROBERT J	117778	12/06/19	125.00	
	001896 D & G SANITATION	117779	12/06/19	103.55	
	001362 DUNCAN AUTO TECH	117780	12/06/19	977.55	
	003248 EARTHWORKS	117781	12/06/19	156,251.02	
	003154 FLANNERY/MARLENE	117782	12/06/19	81.71	
	003122 GOLDFARB LIPMAN ATTORNEY	117783	12/06/19	192.00	
	001881 GRAINGER	117784	12/06/19	82.99	
	000057 HACH COMPANY	117785	12/06/19	621.77	
	001841 IDEXX LABORATORIES, INC.	117786	12/06/19	750.00	
	003266 INTERGRITY AUTOMOTIVE	117787	12/06/19	133.50	
	.15415 JAM SERVICES, INC	117788	12/06/19	305.20	
	003701 JORDAN/DARYL	117789	12/06/19	66.99	
	000284 LOGAN & POWELL, LLP	117790	12/06/19	30,700.00	
	003403 MAR-KEN INTERNATIONAL PO	117791	12/06/19	55.50	
	003734 MCFARLANE/ANTHONY	117792	12/06/19	36.00	
	003171 MICHALAK/GENE	117793	12/06/19	125.00	
	003685 MONTEREY BAY ANALYTICAL	117794	12/06/19	905.00	
	000967 MONTEREY BAY SYSTEMS	117795	12/06/19	170.88	
	003152 PETERSON POWER SYSTEMS,	117796	12/06/19	56.08	
	001787 PETRINI'S GARDENING SERV	117797	12/06/19	100.00	
	000723 PIED PIPER INC./THE	117798	12/06/19	85.00	
	000463 RALEY'S	117799	12/06/19	811.52	
	000201 SAFETY-KLEEN CORP	117800	12/06/19	264.00	
	000135 SAN LORENZO VALLEY WATER	117801	12/06/19	32.06	
	001885 SANTA CRUZ BIOTECHNOLOGY	117802	12/06/19	318.28	
	001544 SANTA CRUZ COUNTY CONFER	117803	12/06/19	23,135.31	
	003745 SCOTTS VALLEY HOTEL LP	117804	12/06/19	26,426.57	
	000133 SCOTTS VALLEY SPRINKLER	117805	12/06/19	43.38	
	002053 STEPFORD	117806	12/06/19	6,020.00	
	001085 SYCAL ENGINEERING INC	117807	12/06/19	942.50	
	003908 TRANSUNION RISK & ALTERN	117808	12/06/19	900.00	
	001560 TRITON CONSTRUCTION	117809	12/06/19	100.00	
	001831 USA BLUE BOOK	117810	12/06/19	303.52	
	000151 VISION SERVICE PLAN	117811	12/06/19	1,077.30	
	000952 WILSON/JOHN	117812	12/06/19	198.00	
	GENERAL CHECKING ACCOUNT			301,233.19	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
12/06/2019 11:11:28
GL540R-V08.12 PAGE 2

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				301,233.19

RECORDS PRINTED - 000089

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	124,233.75
004	RECREATION	817.52
010	WASTEWATER OPERATIONS	4,741.03
011	TERTIARY TREATMENT PLANT	10,638.61
012	WASTEWATER CAPITAL RESERVE	3,864.26
028	SENIOR CENTER	332.95
031	STP EXCHANGE PROJECTS	26,251.02
050	PINEWOOD EST LNDSCP MAINT DT	32.06
088	LIBRARY FACILITIES-MEAS "S"	95.00
112	DENTAL INS INTERNAL SERV	136.00
123	COMMUNITY FACILITY CENTER	90.99
155	TRANSPORTATION FUNDS-MEAS D	130,000.00
TOTAL ALL FUNDS		301,233.19

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	301,233.19
TOTAL ALL BANKS		301,233.19

SCOTTS VALLEY ACCOUNTS PAYABLE
12/13/2019 11:27:22 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.12 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 121319 COMMENT... 12/13/2019 A/P

DATA-JE-ID DATA COMMENT

W-12132019-198 12/13/2019 A/P

Run Instructions:

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003566	ABA BUILDING SERVICES	117813	12/13/19	525.00
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001009	ARD/KRISTIN	117815	12/13/19	50.00
001631	ART CLEANERS	117816	12/13/19	235.15
000998	ASSOCIATED SERVICES CO.	117817	12/13/19	54.97
001670	AT & T	117818	12/13/19	3,608.55
000097	AT&T	117819	12/13/19	267.81
003742	AVALOS/KEVIN	117820	12/13/19	194.44
003746	AVENU HOLDINGS, LLC	117821	12/13/19	1,803.85
001373	BAY TREE, LLC	117822	12/13/19	3,620.38
001593	BENEDICT DDS/NANETTE	117823	12/13/19	512.40
000107	BIRT/DUSTIN	117824	12/13/19	246.18
000500	BOLANOS/DORENE	117825	12/13/19	50.00
001633	CAL-WEST LIGHTING & SIGN	117826	12/13/19	2,422.17
001015	CALIFORNIA POLICE CHIEF'	117827	12/13/19	1,000.00
003909	CALRECYCLE ACCOUNTING OF	117828	12/13/19	1,000.00
003714	CAPITOLA/CITY OF	117829	12/13/19	7,887.06
003887	CHEUNG/ATHENA	117830	12/13/19	552.31
000235	CIVIL CONSULTANTS GROUP	117831	12/13/19	1,465.00
002091	COMCAST	117832	12/13/19	146.20
001103	CREATIVE FORMS & CONCEPT	117833	12/13/19	213.90
003564	CREATIVE SECURITY COMPAN	117834	12/13/19	1,094.58
000037	CRYSTAL SPRINGS WATER CO	117835	12/13/19	21.90
000037	CRYSTAL SPRINGS WATER CO	117836	12/13/19	38.85
003043	CSG CONSULTANTS, INC	117837	12/13/19	33,795.00
000389	DASSEL'S PETROLEUM INC	117838	12/13/19	4,295.09
000207	DEPARTMENT OF JUSTICE	117839	12/13/19	104.00
001362	DUNCAN AUTO TECH	117840	12/13/19	2,606.35
001597	ENVIRONMENTAL INNOVATION	117841	12/13/19	2,599.50
003181	ESRI	117842	12/13/19	669.86
003727	EZPZ VIDEO GAME PARTIES	117843	12/13/19	245.00
004000	FRIEND/TINA	117844	12/13/19	232.80
001828	GONZALES/GABE	117845	12/13/19	245.24
003706	GRANADOS/JUSTIN	117846	12/13/19	50.00
000615	HOHMANN/PATRICK J.	117847	12/13/19	50.00
003906	JOANNE PURDY GUZMAN	117848	12/13/19	206.55
001903	JONES/KIMARIE	117849	12/13/19	50.00
003292	KIMLEY-HORN & ASSOCIATES	117850	12/13/19	3,478.23
003292	KIMLEY-HORN & ASSOCIATES	117851	12/13/19	7,406.86
001660	KING/KATI	117852	12/13/19	50.00
003761	LEDGER/CHASE	117853	12/13/19	50.00
000078	LLOYD'S TIRE SERVICE INC	117854	12/13/19	1,989.36
001591	MARKELL/ROD	117855	12/13/19	1,974.00
003756	MICHAEL BAKER INTERNATIO	117856	12/13/19	10,432.50
001964	MILROY/JUSTIN	117857	12/13/19	51.24
001964	MILROY/JUSTIN	117858	12/13/19	41.11
001964	MILROY/JUSTIN	117859	12/13/19	49.50
003685	MONTEREY BAY ANALYTICAL	117860	12/13/19	485.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	003895 NASSETTA/NICHOLAS	117861	12/13/19	625.00	
	000939 NATIONAL COMTEL NETWORK	117862	12/13/19	15.20	
	003649 NORCAL MEDTAC	117863	12/13/19	1,170.00	
	003766 ORMONDE/ROBERT	117864	12/13/19	50.00	
	003910 PHILLIPS/SONIA	117865	12/13/19	328.95	
	000723 PIED PIPER INC./THE	117866	12/13/19	63.50	
	003323 POMPETTE/NICOLE	117867	12/13/19	50.00	
	001097 PRODESSE PROPERTY GROUP	117868	12/13/19	3,523.52	
	000127 SANTA CRUZ SENTINEL	117869	12/13/19	1,627.81	
	000128 SCARBOROUGH LUMBER	117870	12/13/19	1,511.57	
	000129 SCOTTS VALLEY BANNER	117871	12/13/19	1,008.00	
	003085 SHRED-IT USA	117872	12/13/19	114.10	
	002065 SOTO/ART	117873	12/13/19	50.00	
	000143 SUMMIT UNIFORMS	117874	12/13/19	1,444.29	
	003062 SUN RIDGE SYSTEMS INC	117875	12/13/19	23,971.00	
	003699 THOMAS/PHILIP	117876	12/13/19	50.00	
	000153 THOMSON REUTERS-WEST	117877	12/13/19	314.15	
	003548 TORO PETROLEUM CORP	117878	12/13/19	3,671.33	
	000098 TROWBRIDGE ENTERPRISES	117879	12/13/19	2,638.47	
	001366 U.S. BANCORP OFFICE	117880	12/13/19	374.27	
	001106 VERIZON WIRELESS	117881	12/13/19	440.28	
	001930 WEST MARINE PRO	117882	12/13/19	97.97	
	GENERAL CHECKING ACCOUNT			143,957.30	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
12/13/2019 11:27:22
GL540R-V08.12 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				143,957.30

RECORDS PRINTED - 000131

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	54,555.39
002	RECYCLING/ENVIRONMENTAL	1,000.00
004	RECREATION	2,878.15
010	WASTEWATER OPERATIONS	7,323.81
011	TERTIARY TREATMENT PLANT	4,091.33
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
025	GENERAL TRUST	62,999.65
028	SENIOR CENTER	887.64
112	DENTAL INS INTERNAL SERV	887.05
123	COMMUNITY FACILITY CENTER	216.38
TOTAL ALL FUNDS		143,957.30

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	143,957.30
TOTAL ALL BANKS		143,957.30

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Kimarie Jones, Engineering Associate

REVIEWED: Daryl Jordan, Public Works Director/City Engineer

APPROVED: Tina Friend, City Manager

SUBJECT: **APPROVE PARCEL MAP SUBDIVISION FOR 350 BEAN CREEK ROAD (APN 022-212-09)**

SUMMARY OF ISSUE

On August 15, 2018, the City Council approved an application filed by Wayne Thompson for a Tentative Subdivision Map to split an existing parcel into two new parcels for future residential development, plus a remainder parcel for the existing single-family residence and detached garage located at 350 Bean Creek Road and APN 022-212-09. The applicant now seeks City approval of the proposed parcel map. Staff reviewed the conditions of approval and has found that all required conditions have been completed.

FISCAL IMPACT

There is no fiscal impact to the General Fund. Approximately \$3,391 was collected from the applicant to cover the intake process and applicable City costs for the Surveyor, Planning and Public Works Departments. Impact fees related to this project will be collected prior to issuance of any and all building permits.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No.1952.1, approving the parcel map, for 350 Bean Creek Road, APN 022-212-09.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Resolution No. 1952.1	2

RESOLUTION NO. 1952.1

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE PARCEL MAP FOR 350 BEAN CREEK ROAD SUBDIVISION
(APN 022-212-09)**

WHEREAS, the City of Scotts Valley (City) approved the Tentative Map for 350 Bean Creek Road (the Subdivision), MLD18-002, on August 15, 2018; and

WHEREAS, consistent with the approved Tentative Map, Wayne Thompson, submitted a Parcel Map for the Subdivision; and

WHEREAS, staff has reviewed the proposed Parcel Map and finds it to be technically correct and consistent with the Tentative Map and that all applicable Parcel Map conditions of approval have been substantially satisfied; and

WHEREAS, the City has determined that the Parcel Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of final subdivision maps.

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

1. The location and configuration of the lots to be created by the Subdivision substantially comply with the previously approved Tentative Map; and
2. The Parcel Map is categorically exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, approval of parcel subdivision maps; and
3. The City Council of the City of Scotts Valley, pursuant to Government Code Section 66458, hereby approves the Parcel Map for the Subdivision, a copy of which is hereby attached as Exhibit A and made part of this Resolution.

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 18th day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Tracy A. Ferrara, City Clerk

APPROVED: Tina Friend, City Manager

SUBJECT: **FIRST AMENDMENT TO HOUSING AUTHORITY OF SANTA CRUZ COUNTY LANDLORD INCENTIVE PROGRAM AGREEMENT**

SUMMARY OF ISSUE

On October 4, 2017, the City Council approved an agreement to participate in the Housing Authority of Santa Cruz County Landlord Incentive Program, and renewed that agreement on December 5, 2018. The Landlord Incentive program offers landlords and property managers a risk mitigation fund that would cover up to \$2,500 for unpaid rent or damages that exceed the security deposit, as well as vacancy loss and legal fees, if something goes wrong in the first year of tenancy. The program is available to all landlords in Santa Cruz County and cities within the County, and could help hundreds of families and bring millions of additional federal dollars into the Santa Cruz area.

The Housing Authority of the County of Santa Cruz is requesting an amendment to the agreement, extending the term of the agreement to June 30, 2020, in order to have the funding cycle occur on a fiscal year instead of a calendar year, which is in keeping with local government accounting standards.

FISCAL IMPACT

There is no fiscal impact associated with the amendment extending the Landlord Incentive Program Agreement through June 30, 2020, as affordable housing funds in the amount of \$4,040 were appropriated as part of the budget. There is no impact to the General Fund.

STAFF RECOMMENDATION

It is recommended that the City Council approve the First Amendment to the Landlord Incentive Program Agreement extending the agreement through June 30, 2020 and authorize the City Manager to sign the amendment and approve non-monetary and administrative amendments.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
First Amendment to the Housing Authority of Santa Cruz County Landlord Incentive Program Agreement	001

**FIRST AMENDMENT TO THE
HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
LANDLORD INCENTIVE PROGRAM AGREEMENT**

This First Amendment (the "Amendment") to the Landlord Incentive Program Agreement, by and between the City of Scotts Valley, a Municipal Corporation, ("City") and the Housing Authority of the County of Santa Cruz ("Housing Authority"). The City and Housing Authority will be referenced as parties to this Amendment.

RECITALS

A. The City and Housing Authority entered into that certain Agreement between the City of Scotts Valley and the Housing Authority of the County of Santa Cruz for participation in the Landlord Incentive Program on December 5, 2018 (the "Agreement").

B. Pursuant to the section titled Term of Agreement, the Agreement shall expire on December 31, 2019.

C. The Housing Authority is requesting an Amendment to the Agreement, extending the term of the agreement to June 30, 2020, in order to have the funding cycle occur on a fiscal year instead of a calendar year, which is in keeping with local government accounting standards.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, City and Housing Authority agree as follows:

AGREEMENT

1. The Term of Agreement section is hereby amended to read as follows:

"Term of Agreement: January 1, 2019 through June 30, 2020 or until funds have been fully utilized. This Agreement may be extended by amendment following City and Housing Authority approval."

2. Except as specifically provided in this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall control.

* * * * *

IN WITNESS WHEREOF this Amendment is executed by the City and by Housing Authority on the _____ day of _____, 2019.

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

Signed: _____

Name: Jennifer Panetta

Title: Executive Director, the Housing Authority of the County of Santa Cruz

AGREED TO this 18th day of December, 2019, by:

CITY OF SCOTTS VALLEY

Signed: _____

Name: Tina Friend

Title: City Manager

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Taylor Bateman, Community Development Director

APPROVED: Tina Friend, City Manager

SUBJECT: **APPROVE AGREEMENT WITH M-GROUP TO PROVIDE CONTRACT PLANNING SERVICES FOR THE PROPOSED VALLEY GARDENS PLANNED DEVELOPMENT LOCATED AT 263 MOUNT HERMON ROAD.**

SUMMARY OF ISSUE

The City has received an application for a 200 unit Planned Development located at 263 Mount Hermon Road, the former location of the Valley Gardens Golf Course. As proposed, the project consists of approximately 110 single family dwellings, 80 multifamily units, 5,000 square feet of retail space and two acres of park space.

On projects of this size, the City typically contracts with a planning consulting firm to assist with the project entitlement process. Staff is recommending the contract planning services provided by the M-Group pursuant to the attached Planning Services Proposal. All project costs are paid for by the applicant.

FISCAL IMPACT

There is no cost to the City; all project costs are paid for by the applicant.

STAFF RECOMMENDATION

It is recommended Council approve the attached Agreement for Professional Services between the City of Scotts Valley and M-Group for planning related services for the Valley Gardens Planned Development Project, and authorize the City Manager to execute the agreement.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Agreement for Professional Services	2
M-Group Planning Services Proposal	7

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of December 18, 2019, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and M-Group, 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: James Walgren, whose address is 307 Orchard City Drive, Suite 100, Campbell CA, 95008; telephone: 408-340-5642; Email: jwalgren@m-group.us.
- 3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.
- 4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. 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. 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 Page 3 of 6 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 18th day of December, 2019, at Scotts Valley, California.

CONSULTANT:

CITY:
CITY OF SCOTTS VALLEY

Heather Bradley
By: Heather Bradley 12/12/19
Principal, M-Group

Tina Friend, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Tracy A. Ferrara, City Clerk

EXHIBIT “A”

SCOPE OF WORK



December 5, 2019

Taylor Bateman
Community Development Director
City of Scotts Valley
One Civic Center Drive
Scotts Valley, CA 95066

Subject: Planning Services Proposal – Valley Gardens, 263 Mount Herman Road

Dear Mr. Bateman,

M-Group proposes to provide the City with planning consulting services to manage a proposed development application for a project on a 32-acre site referred to as the Valley Gardens golf course. The site is located on the south side of Mount Herman Road near Lockewood Lane. The property is predominately designated as OS (Open Space) in the City's General Plan. A small parcel containing the existing parking lot is designated as C-S (Service Commercial) in the City's General Plan. The corresponding Zoning designations for the site are Open Space (OS) and Service Commercial (C-S).

The project proposes the following:

- Demolition of existing structures
- Construction of 41 single-family detached residences
- Construction of 100 small-lot detached single family residences
- Construction of two three-story apartment buildings with a total of 51 units
- Construction of two commercial buildings on Mount Herman Road

Our understanding is that the project requires the following City applications:

- General Plan Amendment
- Zoning Designation Amendment
- Design Review
- Vesting Tentative Map
- Development Agreement
- Grading Plan
- Tree Removal Plan

Additionally, an Environmental Impact Report will be prepared by an independent environmental consulting firm.

M-Group will review the applications for consistency with applicable General Plan goals and policies, and zoning regulations and manage the day to day communications with the applicant, EIR consultant and City staff. M-Group expects to prepare two (2) rounds of completeness reviews. Once the application is deemed complete M-Group will prepare the draft staff report, exhibits, findings and resolutions, which will require coordination with appropriate city staff. We understand the applications require public hearings by the Planning Commission and City Council.

M-Group can perform all these services. A Scope of Work and Budget is attached for your consideration. Mr. James Walgren, AICP Principal Planner, will be the M-Group project manager with oversight from Mr. Geoff Bradley, AICP, Principal. Mary Ann Niktas, Associate Planner, will be the M-Group Associate Planner.

The project may require significantly more time to process due to unforeseen issues, complications, community concerns or delays. This would result in increased hours and costs. Due to the uncertain nature of the development process, we recommend a Time and Materials agreement with a not to exceed amount without written authorization.

Please let me know if you have any questions or need additional information.

Sincerely,

A black and white image of a handwritten signature, "G. Bradley", in cursive script.

GEOFF I. BRADLEY, AICP

Principal & President

GBradley@m-group.us

408.340.5642 x 102

Attachments:

1. Scope of Work and Budget for Planning Process work
2. James Walgren, AICP Resume
3. Mary Ann Niktas Resume

VALLEY GARDENS, SCOTTS VALLEY: SCOPE OF WORK FOR PROJECT PLANNING

Task 1: Site Visit

During review of the project, M-Group will visit the site, take photographs to document the surroundings of the project site.

Task 2: Review of Completeness, 1st Submittal

M-Group will review the project submittal for completeness in accordance with State law. The evaluation will include review of consistency with the General Plan and Zoning regulations and other relevant policy documents. A written comment letter will be sent to the applicant.

Task 3: Review of Completeness, 2nd Submittal

Upon receipt of a subsequent submittal by the applicant, M-Group will review the project's revisions and responses to comments addressed in the initial comment letter.

Task 4: Public Inquiries

M-Group will respond to public inquiries regarding the project via telephone, e-mail or meetings when necessary.

Task 5: Review and Assistance with Development Agreement

M-Group in coordination with City staff will assist with review and drafting the development agreement.

Task 6: Planning Commission Staff Report/Exhibits

M-Group will prepare a staff report and necessary exhibits for the PC following the City's format and schedule.

Task 7: Planning Commission Meeting

M-Group will prepare for and attend one PC meeting. M-Group will prepare and present the findings of the project.

Task 8: City Council Staff Report/Exhibits

M-Group will prepare a staff report and necessary exhibits for the CC following the City's format and schedule.

Task 9: City Council Meeting

M-Group will prepare for and attend one CC meeting. M-Group will prepare and present the findings of the project.

Task 10: Project Management & EIR Consultant Management

Project management includes the coordination of information between the applicant, city staff, the environmental consultant and M-Group. In addition, file management ensures proper record keeping will be maintained.

VALLEY GARDENS, SCOTTS VALLEY: ESTIMATED PROJECT BUDGET

Task	Task Description	Principal Planner \$165	Associate Planner \$120	Sub-totals	
		Hours	Hours	Hours	Costs
1	Site Visit	4	0	4	\$660
2	1 st Review of Completeness	40	0	40	\$6,600
3	2 nd Review of Completeness	30	0	30	\$4,950
4	Public Inquiries	50	10	60	\$9,450
5	Review and Assistance with DA	40	10	50	\$7,800
6	Planning Commission Staff Report/Exhibits	60	30	90	\$13,500
7	Planning Commission Meeting	12	8	20	\$2,940
8	City Council Staff Report/Exhibits	50	30	80	\$11,850
9	City Council Meeting	12	8	20	\$2,940
10	Project & EIR Consultant Management	300	30	330	\$53,100
TOTALS		598	126	724	\$113,790

Estimate based on 12 hours per week over 12 month period for James Walgren.

If project extends beyond December 31, 2020 new rates may be in effect for 2021.

NOTES:

- 1) The tasks identified in the Scope of Work will be completed on a Time & Materials basis.
- 2) Due to the variable nature of the development review process, this is a Budget Estimate only.
- 3) Only hours worked will be billed. This time Budget Estimate is for budget setting purposes only. The actual cost will be lower or higher.
- 4) The Budget assumes project work starting January 1, 2020 and ending December 31, 2020; a 12-month duration.
- 5) No work will be completed beyond the Budget Estimate without prior authorization.

JAMES WALGREN, AICP

PRINCIPAL PLANNER



EXPERIENCE

M-Group

Principal Planner
Jan 2019 – Present

City of Los Altos

Assistant City Manager and Director
of Community Development
April 2007 – April 2016
Los Altos, CA

City of Los Altos

Director of Community Development
Jan 2001 – April 2007
Los Altos, CA

City of Saratoga

Director of Community Development
1997 – Dec 2000
Saratoga, CA

City of Saratoga

Planning Manager
1995 – 1997
Saratoga, CA

City of Saratoga

Associate Planner
1989 – 1995
Saratoga, CA

County of Santa Cruz

Assistant Planner
1988 – 1989
Santa Cruz, CA

City of Capitola

Urban Designer
1987 – 1988
Capitola, CA

James has over 30 years of experience as a planner in Silicon Valley. He is a collaborative and solutions-oriented planner who is highly skilled in project management and building consensus in communities with high expectations. In his most recent role as Assistant City Manager & Community Development Director in Los Altos he was in charge of the Planning, Building and Engineering Divisions and oversaw the City's capital improvement program. James' expertise includes policy planning, urban design, development review environmental review and economic development strategies. He has significant affordable housing and environmental review expertise and has managed community-driven General Plan and Zoning Code updates.

AREAS OF EXPERTISE

Master Plans
Community Outreach
Economic Development
Finance Strategies
Form Based Codes
General Plan Updates
Zoning Code Updates
Staff Management
Environmental Review / CEQA
Housing
Development & Architectural Review
Design Guidelines
Transportation Planning

PROFESSIONAL EXPERIENCE

PRINCIPAL PLANNER | M-GROUP

Provide project management services to public agency clients including Santa Clara County. Coordinate all aspects of project review, environmental review and project hearings for the Gilroy Rodeo and several RV parks in South Santa Clara County. Conduct research and provide expertise on various projects including General Plan updates, geotechnical reviews, cannabis ordinances, and agricultural uses.

LAND USE AND PLANNING CONSULTANT | SAN BENITO COUNTY, CA + VARIOUS CITY CLIENTS

Provide Management Consulting, Interim Community Development Director services, and public agency and private project entitlements, including CEQA analyses.

JAMES WALGREN, AICP

PRINCIPAL PLANNER

EDUCATION

Bachelors of City and Regional Planning

California Polytechnic State University
San Luis Obispo, CA

MEMBERSHIPS

American Planning Association (APA)

American Institute of Certified Planners

Santa Clara County Association of Planning Officials

Urban Land Institute

ASSISTANT CITY MANAGER & DIRECTOR OF COMMUNITY DEVELOPMENT | CITY OF LOS ALTOS, CA

As the Assistant City Manager, James oversaw the real estate negotiations and redevelopment of a prime City-owned downtown property as well as the successful completion of several complex-entitlements for projects ranging from a new downtown Packard Foundation office campus to new Safeway and Whole Foods markets and hotel and mixed-use projects.

James led the Community Development Department including Planning, Building, Engineering, and Economic Development divisions with a staff of twenty-five full-time employees. He served as staff to the City Council on all Community Development Department matters, and supervised staff to the Planning Commission, Board of Adjustments, Architecture and Site Review Committee, and Historical Preservation Commission. He administered a \$3.9 million annual operating budget and an approximately \$4 million annual capital projects program.

DIRECTOR OF COMMUNITY DEVELOPMENT | CITY OF SARATOGA, CA

As the Community Development Director, James managed the Advanced and Current Planning Divisions, and Building and Code Enforcement through a period of rapid development pressure in the City.

PLANNING MANAGER / ASSOCIATE PLANNER | CITY OF SARATOGA, CA

As an Associate Planner and then Planning Manager, James supervised the Planning staff and coordinated all development review activities, providing staff analysis and recommendations on zoning and land use applications. James drafted and illustrated several design guidelines including the Saratoga Village Design Guidelines and Residential Design Handbook. He also managed several Housing Element updates, and other General Plan Element updates.

James' work in Saratoga provided extensive experience in complex grading and geotechnical evaluation, view-shed preservation, environmental review and neighbor-impact development issues.

ASSISTANT PLANNER | COUNTY OF SANTA CRUZ, CA

As an Assistant Planner for Santa Cruz County James performed transportation planning reviews for large-scale development applications and updated the County's Bicycle Facilities Plan and corresponding Bikeway Map.

MARY ANN NIKTAS

ASSOCIATE PLANNER



EXPERIENCE

M-Group

Associate Planner
Sep 2019 – Present

Assistant Planner
Sep 2018 – Sep 2019

City of Campbell

Planning Intern
2018

Santa Clara University

Program Intern
2017

One Workplace

Design Intern
2015

EDUCATION

Master of Public Health, Environmental Health Sciences

University of California, Berkeley
Berkeley, CA

Bachelor of Arts, Urban Studies/Planning

University of California, Berkeley
Berkeley, CA

PUBLICATIONS

Journal of Transport & Health

"Impact of Information about Health
and Academic Benefits on Parent
Perception of the Feasibility of Active
Transportation to School" (co-author)

Mary Ann has a solid background in planning, environmental health, land use, sustainability, and program development. She has worked with both municipal and county planning jurisdictions and excels in community outreach. She is a highly organized planner with interests in current and policy planning. Mary Ann is a clear and concise writer, well versed in staff reports, and very thorough in reviewing policy documents. Her interdisciplinary background allows her to approach projects through multiple lenses, paying attention to project details as well as big-picture goals.

AREAS OF EXPERTISE

- **Development Review**
- **Design Review**
- **Project Management**
- **Policy Research and Analysis**

PROFESSIONAL EXPERIENCE

ASSOCIATE PLANNER | M-GROUP/COUNTY OF SANTA CLARA, CA

Assistant Project Manager for the Stanford University General Use Permit. Manage day-to-day and long-term project tasks. Consider County staff deadlines and review periods in preparing deliverables. Communicate with County planners, attorneys, and executives. Prepare Planning Commission and Board of Supervisors staff reports, notices, and presentations. Organize public outreach and comments. Review and edit County documents including the Stanford Community Plan and General Use Permit Conditions of Approval.

ASSISTANT PLANNER | M-GROUP/CITY OF OAKLAND, CA

Revenue Forecasting. Reviewed multiple Oakland Specific Plans to determine area capacity and goals in the short-term and long-term. Developed a spreadsheet outlining Oakland pipeline projects and projections considering residential, commercial, industrial, warehouse, hotel, and institutional uses.

ASSISTANT PLANNER | M-GROUP/CITY OF SAN MATEO, CA

Nonconforming Use Amendments. Conducted site visits to determine status of properties in relation to legal nonconforming uses. Collected data to be used for amendments to the City Zoning Code regarding nonconforming uses.

PLANNING INTERN | CITY OF CAMPBELL, CA

Reviewed, organized, prioritized, and input data on Conditional Use Permits from the past 40 years. Incorporated data from multiple databases to create a resource for planning staff.

MARY ANN NIKTAS

ASSOCIATE PLANNER

SUSTAINABILITY PROGRAM INTERN | *SANTA CLARA UNIVERSITY, SANTA CLARA, CA*

Utilized sustainability practices and research to develop and implement programs at Santa Clara University, creating a more sustainable culture on campus. Coordinated with various departments to pilot Zero Waste Zone project which was successful in diverting over 1,837 lbs. of materials from landfill. Developed outlines for 10 monthly Sustainability Guides updates with content relating to monthly SCU sustainability themes and/or events. Established curriculum for Sustainability Guides program, creating training, FAQs form, activity questions. Aligned monthly SCU sustainability themes with Global Development Goals and developed SCU Sustainability Liaisons resource toolkit. Developed GreenSpace program with training, technical manual, rating system, Qualtrics survey, and resources.

DESIGN INTERN | *ONE WORKPLACE, OAKLAND, CA*

Conducted site visits with site measuring and transcribing measurements onto base plans. Rendered and created base plans of health care and educational interior spaces using AutoCAD and CET Designer. Considered ergonomic factors of design and space. Audited, reviewed, and analyzed architectural base plans.

**City of Scotts Valley
INTEROFFICE MEMORANDUM**

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

APPROVED: Tina Friend, City Manager

SUBJECT: **REVISION OF FY 2019/20 SALARY SCHEDULE TO MEET
STATE MINIMUM WAGE REQUIREMENTS FOR 2020**

SUMMARY OF ISSUE

On April 4, 2016, the Governor of California approved to amend sections 245.5, 246, and 1182.12 of the Labor Code, specifically relating to labor.

The bill requires the minimum wage for all industries, with 26 or more employees, to not be less than the specified amounts listed from January 1, 2017 – January 1, 2022. Below is the Minimum Wage Increase Schedule the City will need to comply with:

- 2017 \$10.50
- 2018 \$11.00
- 2019 \$12.00
- 2020 \$13.00
- 2021 \$14.00
- 2022 \$15.00

Each year, the City will evaluate the impacts of the minimum wage and make recommended adjustments accordingly. Part of that analysis will include potential impact with other temporary and full time/part time permanent positions.

There are four temporary positions impacted by the minimum wage increase given that Step 1 of these positions is \$12.00 per hour. The affected positions are: Recreation /Teacher's Aide, Swim Instructor Aide/Lifeguard, Softball Scorekeeper, and Basketball Scorekeeper. There are two other temporary positions, Recreation Leader/Teacher and Assistant Site Director, which are being adjusted accordingly due to compaction.

The attached FY 2020 salary schedule for temporary recreational employees reflects necessary adjustments to meet the new 2020 minimum wage requirement.

FISCAL IMPACT

Applying the state minimum wage requirement for 2020 to the FY 2019/20 salary schedule will result in a fiscal impact. It is anticipated that staffing expenses will increase by approximately \$6,300 through the end of the fiscal year. Adjustments for the subsequent fiscal year will be brought forward to Council in December 2020, but will have already been built into the FY 2020/21 operating budget.

STAFF RECOMMENDATION

It is recommended that City Council adopt the revised salary schedule for temporary recreation employees to meet 2020 State minimum wage requirements.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
2020 Salary Schedule for Recreation Temporary Employees	3
2019 Salary Schedule for Recreation Temporary Employees.....	4

CITY OF SCOTTS VALLEY

RECREATION - TEMPORARY EMPLOYEES

01/01/2020 - 12/31/2020

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Pool Manager	17.80	18.69	19.62	20.61	21.64
Swim Instructor/Head Lifeguard	16.50	17.33	18.19	19.10	20.06
Swim Instructor/Lifeguard	15.50	16.28	17.09	17.94	18.84
Assistant Site Director	15.50	16.28	17.09	17.94	18.84
Recreation Leader/Teacher	14.30	15.02	15.77	16.55	17.38
Basketball Scorekeeper	13.00	13.65	14.33	15.05	15.80
Recreation/Teacher's Aide	13.00	13.65	14.33	15.05	15.80
Softball Scorekeeper	13.00	13.65	14.33	15.05	15.80
Swim Instructor Aide/Lifeguard	13.00	13.65	14.33	15.05	15.80

CITY OF SCOTTS VALLEY

RECREATION - TEMPORARY EMPLOYEES

01/01/2019 - 12/31/2019

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Pool Manager	17.80	18.69	19.62	20.61	21.64
Swim Instructor/Head Lifeguard	16.50	17.33	18.19	19.10	20.06
Swim Instructor/Lifeguard	15.50	16.28	17.09	17.94	18.84
Assistant Site Director	15.29	16.05	16.86	17.70	18.59
Recreation Leader/Teacher	13.90	14.60	15.32	16.09	16.90
Recreation/Teacher's Aide	12.00	12.60	13.23	13.89	14.59
Softball Scorekeeper	12.00	12.60	13.23	13.89	14.59
Basketball Scorekeeper	12.00	12.60	13.23	13.89	14.59
Swim Instructor Aide/Lifeguard	12.00	12.60	13.23	13.89	14.59

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Daryl Jordan, Public Works Director/City Engineer

APPROVED: Tina Friend, City Manager

SUBJECT: **AMEND THE CITY'S PERSONNEL COMPLEMENT TO MODIFY THE JOB CLASSIFICATION AND SALARY RANGE OF CHIEF WASTEWATER PLANT OPERATOR TO SENIOR WASTEWATER PLANT OPERATOR**

SUMMARY OF ISSUE

Staff departures from the City of Scotts Valley (City) Wastewater Plant in recent months provided the opportunity to revisit the Wastewater Division's staffing structure and allocation of duties and responsibilities. The Division currently has a budgeted staff complement of one Wastewater Division Manager, one Chief Wastewater Plant Operator, two Wastewater Operator II positions, one Operator-in-Training and one Wastewater Laboratory/Environmental Compliance Manager, although actual staffing varies with some positions filled in an "acting" capacity. At its September 4, 2019 meeting, the City Council approved classification and salary scale modifications for the Wastewater Division Manager. This change brought the job classification more in line with industry standards for scope and shifted the salary closer to local market conditions to support the recruitment of qualified applicants.

The next position in the Wastewater Division hierarchy is the currently titled Chief Wastewater Plant Operator. Recommended changes to this classification are the subject of this agenda item. First, staff recommends modification of the job title, from Chief Wastewater Plant Operator to Senior Wastewater Plant Operator to align with industry standards and appropriately title this highly-responsible operator position that is immediately subordinate to the Wastewater Division Manager. Next, there are recommended modifications to the employment standards to better define experience requirements (four years, rather than "considerable") and to provide greater flexibility in attaining Grade III Certification. Currently, a qualified applicant must have a Grade III Certification upon obtaining the job; however, the recommended change allows the incumbent 24 months (unless extended for good cause by the City Manager) to obtain the Grade III Certification once hired into the position. The City's Wastewater Plant operates at a Grade III level and the Wastewater Division Manager is required to carry

that certification for the plant’s compliance with State standards. Accordingly, the Senior Wastewater Plant Operator’s achievement of the Grade III Certification is an important redundancy for State compliance and operational quality, but is not immediately necessary. With state testing for the Grade III Certification offered just twice per year, the 24-month horizon provides a reasonable period for preparation and testing.

A redlined version of the modified job description is attached.

Finally, analysis of salaries at local peer agencies for this position found that the City is outside of market. Accordingly, to shift closer to market in order to attract and retain qualified employees, an upward shift of 15% to the salary range is recommended. This accords with the salary shift effected in September for the Wastewater Division Manager.

Consistent with labor law, staff has conferred with the appropriate bargaining group regarding proposed position. Council authorization is required to modify the Chief Wastewater Plant Operator job description and salary range to Senior Wastewater Plant Operator.

FISCAL IMPACT

The fiscal impact associated with updating the Chief Wastewater Operator/Senior Wastewater Plant Operator job description and the associated 15% salary increase is approximately \$11,651 annually to the Wastewater Treatment Fund; there is no General Fund impact. The expense can be absorbed into the FY 2019/20 budget due to current salary savings. The exact fiscal impact this fiscal year is dependent on the hire date.

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 1955.7, modifying the job classification of Chief Wastewater Plant Operator to Senior Wastewater Plant Operator and increasing the salary range by 15%.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
Resolution 1955.7	3
Proposed modified job description for Senior Wastewater Plant Operator.....	5

RESOLUTION NO. 1955.7

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
MODIFYING THE JOB CLASSIFICATION OF CHIEF WASTEWATER PLANT
OPERATOR TO SENIOR WASTEWATER PLANT OPERATOR AND
INCREASING THE SALARY RANGE**

WHEREAS, the Chief Wastewater Plant Operator classification was reviewed and modified to better reflect the responsibilities and requirements of the position to meet the current and future needs of the City, with the new title of Senior Wastewater Plant Operator; and

WHEREAS, the classification's salary range was also reviewed within the context of salary scales of other positions in the division and local market competitiveness, and, as a result, an increase in the salary range is recommended; and

WHEREAS, City Council approval is needed to update the job description and establish a new salary range.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Scotts Valley that the job description for Chief Wastewater Plant Operator is hereby amended to Senior Wastewater Plant Operator, as attached, to more accurately reflect the duties and responsibilities of the position; and a new salary range established for FY 2019/2020 to reflect a fifteen percent (15%) increase:

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
-----	-----	-----	-----	-----	-----	-----	-----
Senior Wastewater Plant Operator	5,557	5,835	6,126	6,433	6,754	7,092	7,447

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 18th day of December, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

CITY OF SCOTTS VALLEY CLASS SPECIFICATION

SENIOR WASTEWATER PLANT OPERATOR

JOB PURPOSE

Under direction, provide day-to-day supervision as working leader at the wastewater treatment plant; to monitor and adjust equipment, perform laboratory tests, maintain treatment plant and pumping station facilities; and to do related work as required. This is the leader level certificated class in the wastewater operations series.

EXAMPLES OF DUTIES

Essential Duties:

- Plans and schedules work of wastewater treatment operators;
- Assists operators when necessary;
- Assigns special projects to operators as needed;
- Assists in evaluating performance of operators;
- Runs plant sludge de-watering equipment when scheduled;
- Monitors the operation of wastewater treatment plant process, including mechanical equipment such as pumps, motors, and other equipment;
- Checks secondary treatment tanks, sewage pumps, and related equipment;
- Adjusts controls on wastewater treatment plant equipment and machinery such as valves, motors, pumps, chlorinators, filters, chemical feeders, and clarifiers to insure efficient operation of plant equipment;
- Establishes and leads a preventative maintenance program for the wastewater treatment plant, lift stations and distribution lines;
- Assists in training personnel in the proper operation and maintenance of the plant;
- Makes recommendations on the types and kinds of equipment needed for wastewater maintenance and repair;
- Recommends plant changes in operating procedures, proper sludge handling, maintenance and safety procedures;
- Regulates pressures and flow of wastewater;
- Reads gauges, dials and other instruments and records data;
- Oils, greases, and cleans equipment;
- Cleans, adjusts, and repacks valves and pumps;
- Collects samples and performs laboratory tests such as dissolved oxygen, suspended solids, biochemical oxygen demands, specific conductants, and other related tests;
- Makes necessary calculations to obtain and record accurate test results;
- Mixes reagents;
- Operates an autoclave for sterilizing broth mediums;
- Inspects and makes mechanical repairs to plant and pumping station equipment;
- Keeps records of plant operations and laboratory tests.

Marginal Duties:

- Serves as lab technician when necessary and acts for the Plant Management in his absence.
- Performs plant maintenance work such as sweeping, cleaning, sanding, and painting;
- As backup and demonstration, may perform any of the duties normally assigned to Wastewater Operators;
- Performs related work as required.

EMPLOYMENT STANDARDS

Education, Experience and Licenses: Any combination equivalent to completion of high school and the qualifying course for certification; four(4) years of considerable experience as a wastewater operator and some experience supervising others; possession of an operator's Grade III certificate or ability to acquire a Grade III Wastewater Operator Certificate within 24 months of hire, unless extended for good cause by the City Manager, issued by the State Water Resources Control Board and a valid California motor vehicle operator's Class B license or ability to obtain one within six (6) months of hire.

Ability to: Understand and follow oral and written instructions; plan and organize work for self and others; lift heavy articles, take wastewater and sludge samples and perform laboratory tests; operate, repair and maintain mechanical and electrical equipment; read and record gauges and other instruments; keep accurate records and prepare reports; maintain effective working relationships with subordinates and other employees; communicate in a courteous manner with the public; work independently exercising good judgment and initiative; be available for 24-hour on-call duty when assigned; and retain other operators.

Knowledge of: Basic principles of activated sludge process, tertiary treatment, compressed air, fuel gas, water, chlorine, and electrical systems; practices concerning the operation of pumps, motors, gauges, and related mechanical equipment; principles and methods of bacteriological and chemical wastewater analysis; design applications, operation control and calculations involved in primary treatment and extended aeration activated sludge process; tools, dial indicators, electrical measuring devices, vacuum and pressure gauges used in wastewater treatment plant operation, common construction and maintenance hand tools, equipment and materials; basic mechanical and mathematical principles; proper procedures for working safely.

CITY COUNCIL APPROVAL:

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Daryl Jordan PE, Public Works Director/City Engineer

APPROVED: Tina Friend, City Manager

SUBJECT: APPROVAL OF AN AGREEMENT WITH EARTHWORKS PAVING CONTRACTORS INC., FOR THE GLENWOOD DRIVE STREET WIDENING AND IMPROVEMENTS AND BUDGET EXPENDITURE APPROPRIATION

SUMMARY OF ISSUE

On February 7, 2018, the City Council approved and directed staff to apply for a Local Partnership Program Grant for the Glenwood Drive Active Transportation Projects. This grant provides funding for road maintenance and rehabilitation, and other transportation improvement projects. Grant funding has been awarded for our application.

This overall project has been divided into three specific projects to be bid and awarded separately. The first project was awarded by Council on August 21, 2019, for pedestrian safety and accessibility. The second project was approved by council on October 2, 2019 for the eastside Glenwood trails project. The third and final project for this grant is the Glenwood Drive Street Widening and Improvements. It incorporates the widening of Glenwood Drive from K Street to city limits. Additional Class 2 bike lanes will be incorporated including signage and striping. An additional bid item was added to provide slurry pavement seal to this portion of Glenwood Drive to extend the life of the pavement.

The call for bids was advertised on November 29, 2019. Public Works received six bids on Friday, December 13, 2019. The low bid in the amount of \$898,000 from Earthworks Paving Company Inc., was found to be responsive and below the Engineer's Estimate of \$944,397 for the total bid.

Public Works received the following for the base bid on Tuesday, December 13, 2019:

Earthworks Paving Company Inc.	\$ 898,000.00
XY Contractor	\$1,009,749.50
Anderson Pacific Engineering Construction Inc .	\$1,223,452.00
Granite Rock Company	\$1,465,761.00
Granite Construction	\$1,487,767.46
Precision Grade Inc.	\$1,884,055.00

Based on the bids received, staff recommends that the City enter into a contract with Earthworks Paving Company Inc., the lowest responsive bidder, to perform the work.

Pursuant to project specifications, Earthworks Paving Company Inc. will complete this project within 75 working days after notification to proceed. Neighboring residents, schools and businesses will be informed of construction activities and progress through flyers and outreach. Attached for Council consideration is the proposed agreement with Earthworks Paving Company Inc.

FISCAL IMPACT

The overall Project is included within the Adopted Fiscal Year 2019-2020 Capital Improvement Program (CIP-17) and is currently funded with Measure D Funds (\$470,000), RTC-RTIP Funds (\$310,000) and (LPP) grant funds (\$680,000) for a total amount of \$ 1,460,000.

There is no impact to the General Fund.

STAFF RECOMMENDATION

It is recommended that the City Council take action on the following:

1. Authorize a budget expenditure in the amount of \$898,000 plus a 20% contingency of \$179,600 for a total of \$1,077,600 from the combinations of funds denoted previously.
2. Approve the attached agreement with Earthworks Paving Company Inc. for the Glenwood Drive Street Widening and Improvements and authorize the City Manager to execute the agreement.

TABLE OF CONTENTS

PAGE

Agreement with Earthworks Paving Company Inc.	3
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**AGREEMENT
CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

THIS AGREEMENT, made and concluded that 18th day of December, 2019, between the CITY OF SCOTTS VALLEY, hereinafter called CITY, and Earthworks Paving Company Inc., hereinafter called CONTRACTOR.

ARTICLE I. WITNESS TO, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the bonds, bearing even date with these presents and hereunto annexed, CONTRACTOR agrees with CITY, at CONTRACTOR'S own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by CITY, necessary to construct and complete the work of the improvement herein referenced in a good workmanlike and substantial manner and to the satisfaction of the CITY'S Director of Public Works, Glenwood Drive Street Widening and Improvements, in accordance with the Special Provisions hereto annexed, and also in accordance with the General Prevailing Wage Rates as determined by the Department of Industrial Relations, which said Special Provisions and General Prevailing Wage Rates are hereby specifically referred to and by such reference made a part hereof.

The work to be done is described in the Notice to Bidders "General Description of Work" book 1 of the contract and proposal, which said documents are hereby made a part of this contract, and is shown upon the plans entitled "Glenwood Drive Street Widening and Improvements, which said plans are hereby made a part of the contract. The work shall be completed 75 working days after receipt of notification to proceed.

ARTICLE II. CITY hereby promised and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall be compensated for satisfactory completion of the work in compliance with the contract documents for the sum not to exceed \$1,077,600.00 in accordance with the payment schedule outlined in the CONTRACTOR'S Bid Form dated December 13, 2019.

CONTRACTOR agrees to receive and accept the prices as set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY, and for all the risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of Engineer.

ARTICLES VI. CONTRACTOR shall indemnify and save harmless and defend Owner, its officers, agents, servants and employees, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CONTRACTOR, or any officer, agent, consultant, servant and/or employee of CITY or CONTRACTOR, and damages to or destruction of property of any person, including but not limited to, CITY and/or CONTRACTOR and their officers, agents, consultants, servants and/or employees, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of CITY or its officers, agents, servants or employees, except the sole negligence or willful misconduct of CITY or its officers, agents, consultants, servants or employees, or the active negligence of CITY, its officers, agents or employees;
- (b) and any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR'S own cost, expense and risk, defend any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY or CITY'S officers, agents, consultants, servants or employees.

CONTRACTOR shall pay and satisfy and judgment, award or decree that may be rendered against CITY or its officers, agents, consultants, servants or employees, in any such suit, action or other legal proceedings;

CONTRACTOR shall reimburse CITY and its officers, agents, servants and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE VII. Prior to the commencement of any work, CONTRACTOR shall provide CITY with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements outlined in the Insurance Certificate. Failure to do so shall be deemed a material breach of this Construction Contract.

ARTICLE VIII. The complete contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference. CONTRACTOR shall be bound by the requirements and obligations of such documents.

1. Notice To Bidders
2. Bid Form
3. Designation of Subcontractors
4. Bidder's Bond
5. Agreement
6. Bond for Faithful Performance
7. Bond of Security of Laborers and Material Person
8. Standard Specifications dated 2018 and Standard Plans dated 2018 of the California Department of Transportation
9. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein)
10. Plans entitled, **"Glenwood Drive Street Widening and Improvements"**
11. Insurance Certificate
12. Information for Bidders
13. Special Provisions

IN WITNESS WHEREOF, CITY has caused these presents to be executed by its officers hereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

* * * * *

Signature page follows

CONTRACTOR
Earthworks Paving Company Inc.

By: _____ Date: _____

License No.

CITY OF SCOTTS VALLEY

By: _____ Date: _____
Tina Friend, City Manager

ATTEST:

By: _____ Date: _____
Tracy Ferrara, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Kirsten Powell, City Attorney

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: December 18, 2019

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

REVIEWED: Daryl Jordan, Public Works Director/City Engineer

APPROVED: Tina Friend, City Manager

SUBJECT: **DISCUSSION OF POTENTIAL PROJECTS FOR PROPOSITION
68 “PER CAPITA PROGRAM” PARKS IMPROVEMENTS GRANT**

SUMMARY OF ISSUE

On June 4, 2018, California voters approved Proposition 68, the “Parks and Water Bond Act of 2018” (Senate Bill 5). A number of grant programs for drought, water, parks, climate, coastal protection, and outdoor access will be supported with Proposition 68 bond proceeds. One is the “Per Capita Program”, which provides \$185 million to cities and counties statewide for local park rehabilitation, creation and improvements on a per capita basis, with a minimum award of \$200,000. Under this program, grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

On September 18, 2019, the City Council adopted a Resolution authorizing the City to apply for the Per Capita Program grant, which would bring \$200,000 in State funds to Scotts Valley for park improvements. A local match of \$40,000 is required, which may be fulfilled in-kind.

The grant application is due on January 31, 2020 and to prepare for its submittal, parks staff have been gathering community and Parks and Recreation Commission feedback to develop the scope of the parks improvement project. The purpose of this agenda item is to update the City Council on progress and obtain Council feedback on the current set of ideas. With this information, staff will return to the Parks and Recreation Commission for discussion and refinement, and then draft the application for its timely submission to the State in January.

The first point of consideration in this process was which City park should be the beneficiary of these funds. The grant parameters disallow a project split under a single application, and given the buying power of our grant award (\$200,000), it was felt most impactful to concentrate the funds in a single park. That is, investing the funds in a single

park would allow a larger, more tangible community benefit than could be achieved with spreading small improvements across our system. Staff felt that with this rare opportunity, the City should aim for impact.

Next, staff considered park use trends and comments received over the years from parks users about desired improvements. Overwhelmingly, Skypark is Scotts Valley's most used park. Serving as a major regional park and drawing users from across the county and region, Skypark is busy every day of the week. Skypark's playgrounds are the most used park infrastructure of our parks system, and the 2-5 year-old play structure area in particular has been a focus of user comments and identified needed improvements. For instance, a large group of community members raised the need for shade there. In light of the use and community requests for improvements, staff identified Skypark and the 2-5 year-old play structure area as the recommended site for the Proposition 68 grant funds.

On Saturday, November 9th, the City hosted a drop-in community engagement event at Skypark to talk with the community about needs and desired amenities at Skypark. Drawing upon public comments provided over the years to shape the conversation, staff invited attendees to share their preferences, via an informal vote, on amenities such as drinking fountains that accommodate water bottles, water play amenities, inclusive play areas, shade structures and poured in place (the rubberized solid surfacing). The results of this vote were as follows.

- Shade: 19
- Water Feature: 18
- ADA Accessible Equipment: 13
- Poured in Place: 11
- Play Structure: 8
- Water Fountain (with Bottle Filling): 8
- Sand Structure: 3

In addition, there was discussion regarding pathways made with poured in place, which would lead to ground level items that would promote more creative play (i.e. a sand and water table), not just vertical play panels. There was also conversation about making the play area inclusive so grandparents and parents could participate with the children and assist children if needed.

On November 21st, a second public meeting was held and on December 5th, the Parks and Recreation Commission discussed the project possibilities. They spoke about the value of providing more inclusive play, the importance of shade and the huge improvement poured in place would provide for accessibility to the play area. In addition, the Commission appreciated and acknowledged how, overall, the community accepted what were realistic improvements for this particular grant.

The current direction of the community input and Commission discussion is to apply for Proposition 68 grant funds to replace Skypark's 2-5 year-old play structure equipment with new equipment that includes inclusive play elements, which are positioned at ground level but have motion (i.e. a merry-go-round) so that children of varying physical and

developmental abilities can play together. Also, to extend the budget, there was discussion to replace the sand with poured in place surfacing along pathways to inclusive play components, but if financially feasible, use poured in place over the entire play area, which would support all-ability accessibility. In addition, there was strong interest in swings and a shade structure. Staff are currently developing conceptual ideas and budget for these items, but preliminary estimates show these improvements are attainable within the grant and local match amounts.

The next step in the process is to take the City Council feedback to the Parks and Recreation Commission in early January, to discuss project design and budget elements and incorporate those into the application.

FISCAL IMPACT

Discussion of potential Proposition 68-funded projects has no fiscal impact. The grant itself calls for a 20% local match, which is \$40,000 or in-kind value. Upon grant award, staff will return to the City Council to accept the grant funds and if necessary, appropriate funds for the local match.

STAFF RECOMMENDATION

It is recommended that the City Council receive a staff presentation, discuss the potential Proposition 68 parks improvement project and provide input to staff.

TABLE OF CONTENTS

PAGE

None.