



A G E N D A

Meeting of the Scotts Valley City Council

Date: February 18, 2015

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 1-13-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Dene Bustichi, Mayor Donna Lind, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Jim Reed, Council Member	City Staff Members Steve Ando, City Manager Kirsten Powell, City Attorney Corrie Kates, Community Dev Dir/Deputy City Mgr Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

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

Interjurisdictional Committees:

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

Standing Local Committees:

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

Project Specific Committees:

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

- A. Approve City Council meeting minutes of 2-4-15, 2-9-15
- B. Approve check register – 2-10-15, 2-6-15, 1-30-15
- C. Approve Resolution No. 1900 approving the amended Joint Powers Agreement with the Monterey Bay Area Self Insurance Authority (MBASIA)

ALTERATIONS TO REGULAR AGENDA

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

REGULAR AGENDA

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

- 1. Oral presentation from Alex Clifford, General Manager of the Santa Cruz Metropolitan Transit District
- 2. Consideration of renaming Camp Evers Fishing Park (CityManager/Ando)
- 3. Consideration of Resolution No. 1901 approving the bylaws of the Scotts Valley ADA Subcommittee (Planning/Kates)
- 4. Consideration of funding options for the Library and Community Center monument signs (Planning/Kates)
- 5. Consideration of introduction and first reading and introduction of Ordinance No. 102.13 amending City Municipal Code 15.06.120 - Design Standards for Drainage and Terraces and approval of Resolution No. 1183.2 updating the City's Standard Details, Part 3 for Storm Drainage (PublicWorks/Hamby)
- 6. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT:

- (1) Conference with labor negotiator re employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association
Legal Authority: Govt Code section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager, Police Chief
- (2) Conference with legal counsel regarding existing litigation.
Legal Authority: Govt Code Section 54956.9a

	Name of Case:	City of Scotts Valley vs. County of Santa Cruz, et al Case No. CIV467230 San Mateo County Superior Court and Case No. A126357 Court of Appeal, First District
	Staff Present:	City Manager, City Attorney, Community Development Director/ Deputy City Manager
(3)	Conference with legal counsel regarding existing litigation.	
	Legal Authority:	Govt Code section 54956.9a
	Name of Case:	City of Scotts Valley vs. County of Santa Cruz, et al Case No. CV177221
	Staff Present:	City Manager, City Attorney, Community Development Director/ Deputy City Manager
(4)	Conference with legal counsel regarding real property negotiations.	
	Legal Authority:	Govt Code section 54956.8
	APN's:	022-211-36, 022-601-01, 022-721-06
	Staff Present:	City Manager, City Attorney, Community Development Director/ Deputy City Manager

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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DATE: 2-18-2015

MINUTES

Meeting of the Scotts Valley City Council

Date: February 4, 2015

POSTING:

The agenda was posted on 1-30-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

Mayor Bustichi
Vice Mayor Lind
Council Member Aguilar
Council Member Johnson
Council Member Reed

City Manager Ando
City Attorney Powell
Comm Dev Dir/Deputy City Mgr Kates
Public Wks Director Hamby
Police Chief Weiss
Recreation Division Manager Ard
City Clerk Ferrara

COMMITTEE REPORTS

CM Reed reported that the Library Joint Powers Authority Board met and took up the final audit of the fiscal year 2013-14 budget. He reported that revenues/expenditures were close to projection. He reported that the Board also set workshops for the 2015-16 budget, and discussed the proposed governance model for the library system.

Mayor Bustichi reported that the Santa Cruz Metropolitan Transit District Board has been meeting to discuss their upcoming budget deficit, and they will be holding public hearing meetings across the County to discuss the different options to deal with the deficit.

Mayor Bustichi reported that a meeting was held with the Scotts Valley Water District and Pasatiempo regarding the potential use of recycled water.

CM Aguilar reported that the League of California Cities will be holding a Webinar on "How to get cap-and-trade funds" on Wednesday, February 11, 2015 from 10:30 a.m. to noon.

CM Aguilar reported that the League of California Cities has an article in their upcoming Western City magazine regarding library grant funding.

CITY MANAGER REPORT

- I would like to introduce the new Executive Director of the Scotts Valley Chamber of Commerce, Danny Reber. Danny is on the Scotts Valley Water District Board and was previously on the Chamber Board of Directors.
- The final house was sold at the Woodside development on Scotts Valley Drive. Two of the three commercial buildings have sold and the third, we understand, is in negotiations.
- Scotts Valley Terraces is a 20 lot subdivision across Scotts Valley Drive from the Middle School. They have submitted their application and will be going to the Planning Commission next month.
- We are tentatively scheduling the ribbon cutting event for the Safe Routes to School pathway in Glenwood for Wednesday, February 18. We are waiting for a weather report before finalizing this date.
- The Habitat Conservation Plan for Glenwood was submitted to Fish & Wildlife for their review. Although they have 6 months to review it, we have asked for them to expedite it as quick as possible.
- You may see a little more traffic coming through Mt. Hermon Road. CalTrans will be closing Hwy 9 completely between the northern end of Henry Cowell and Paradise Park starting this Monday through July to shore up storm-weakened hillsides.
- City crews finished the erosion control project below the Siltanen Park pool.
- Friday, February 13, the Senior Center will have an "At the Hop" dance and silent auction.

PUBLIC COMMENT

VM Lind announced 10th Annual Fallen Officer Foundation Ball will be held at the Cocoanut Grove at the Santa Cruz Beach Boardwalk on Saturday, February 7, 2015, 5:30 pm to 11 pm with a silent and live auction included.

ALTERATIONS TO CONSENT AGENDA

CM Aguilar stated that she would be abstaining on Item A as she was not present at the January 21, 2015 meeting.

M/S: Lind/Aguilar

To approve the Consent Agenda with CM Aguilar abstaining on Item A as she was not present at the January 21, 2015 meeting.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 1-21-15
- B. Approve check register – 1-26-15, 1-16-15
- C. Collado Homes, 364 Collado Drive, APN 021-131-13:
 - (1) Approve Resolution No. 1809.2 approving the final map at 364 Collado Drive, APN 021-131-13; and
 - (2) Approve Resolution No. 960.80 authorizing the execution of the Subdivision Agreement for Collado Homes

ALTERATIONS TO REGULAR AGENDA

CM Reed requested that Item 3 be heard first due to the amount of people in attendance for this item.

M/S: Reed/Johnson

To approve the Regular Agenda as amended with Item 3 being heard first.

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

REGULAR AGENDA

3. Presentation from Girl's Softball representatives and consideration of Girl's Softball Field improvements

RDM Ard presented the written staff report, responded to questions from Council, and introduced David Payne, representing Scotts Valley Girl's Softball.

David Payne, Scotts Valley Girl's Softball (SVGS) representative, gave a PowerPoint presentation on the approximately \$60,000 of work completed by (SVGS) to date and the improvements they are proposing to the Girl's Softball field. He stated that these improvements are very important due to changes in elevation caused by the recent construction projects by the City in that area, and responded to questions from Council. He stated that SVGS has approximately \$20,000 for the projects, however, they are requesting \$25,000 to help with track fines, fencing, and the backstop (\$10,000 for the junior infield and \$15,000 for the backstops).

Kelsey Draper-Phillips, SV resident, spoke in favor of the project.

Scott Cooper, SV resident, spoke in favor of the project.

M/S: Reed/Johnson

To appropriate \$25,000 of the Lennar monies to be used for the Scotts Valley Girl's Softball improvements to the junior infield and the backstops.

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

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

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

Maggie Ivy, Executive Director of the Santa Cruz County Conference and Visitor's Council, requested support for renewal of the Santa Cruz County Tourism Marketing District (TMD), and responded to questions from Council.

M/S: Aguilar/Lind

To approve Resolution No. 1847.2 granting consent to the County of Santa Cruz to renew the Santa Cruz County Tourism Marketing District (TMD).

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

PUBLIC HEARINGS

2. **Consideration of purchase agreement, promissory note, and deed of trust for sale of property on Erba Lane, APN 022-481-18**

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

PUBLIC HEARING OPENED - 7:44 PM

No one came forward.

PUBLIC HEARING CLOSED - 7:44 PM

CM Aguilar asked the City Attorney to verify that since affordable housing funds were used to purchase this property, 15% must be built in the affordable restricted category. CA Powell concurred with this statement.

Larry Abitbol, President of Bay Photo, spoke regarding his plans for this site and responded to questions from Council.

M/S: Aguilar/Johnson

To approve Resolution No. 1899 authorizing the City Manager of the City of Scotts Valley to sign that certain sale and purchase agreement between the City and SV Housing, LLC for the sale of that certain real property located on Erba Lane (APN No. 022-481-18).

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

REGULAR AGENDA

(Resumed)

4. **Consideration of Parks & Recreation Commission recommendations regarding park projects**

RDM Ard presented the written staff report and responded to questions from Council.

M/S: Aguilar/Reed

To support the Parks & Recreation Commission recommendation for park improvements and to approve the expenditure of \$53,506.61 from Development Impact Fees for the following: 2 ADA drinking fountains \$10,356.80; 8 playground signs \$2,568.50; ADA ramps and transfer platforms \$17,337.56; and Skatepark shade structure \$23,243.75.

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

5. Appointments to interjurisdictional, standing local, and project specific committees

Mayor Bustichi recommended no changes.

Interjurisdictional Committees:

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

Standing Local Committees:

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

Project Specific Committees:

✓	Skypark Subcommittee	Johnson/Bustichi
✓	Gateway South Commercial	Reed/Johnson
✓	Library Construction Subcommittee	Bustichi/Reed

M/S: Bustichi/Aguilar

To approve the Mayor's appointments to the interjurisdictional, standing local, and project specific committees.

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

6. Future Council agenda items

CM Aguilar requested a future agenda item for a presentation from the Historical Society.

Mayor Bustichi requested a future agenda item regarding lights for Little League.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 8:10 p.m. to discuss the following items:

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

- (2) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation. City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CIV467230 San Mateo County Superior Court and, Case No. A126357 Court of Appeal, First District.
- (3) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation, City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CV177221.
- (4) Pursuant to Government Code Section 54957, the City Council met in closed session to confer with their legal counsel regarding the City Manager performance evaluation.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 9:00 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 9:00 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: February 9, 2015

POSTING:

The agenda was posted on 2-6-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 3:02 p.m.

ROLL CALL

Present:

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

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 3:02 p.m. to discuss the following item:

- (1) Pursuant to Government Code Section 54957, the City Council met in closed session to confer with their legal counsel regarding the City Manager performance evaluation.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 3:24 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 3:24 p.m.

Approved: _____

Dene Bustichi, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

DATE: 2-18-2015

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	000182 A SIGN ASAP	103543	02/10/15	43.50
	003123 A T &T	103544	02/10/15	367.03
	001840 A TOOL SHED, INC.	103545	02/10/15	354.09
	000213 AFFILIATED PSYCHOLOGISTS	103546	02/10/15	200.00
	000620 ALVAREZ/TONY	103547	02/10/15	20.00
	001528 AMERICAN MESSAGING	103548	02/10/15	299.58
	000652 ANDERSON PACIFIC ENG INC	103549	02/10/15	19,800.00
	001009 ARD/KRISTIN	103550	02/10/15	30.00
	001670 AT &T	103551	02/10/15	597.23
	001822 BC LABORATORIES INC.	103552	02/10/15	384.00
	003260 BILES DDS MA/DAVID	103553	02/10/15	146.00
	000500 BOLANOS/DORENE	103554	02/10/15	20.00
	000021 BOWMAN & WILLIAMS	103555	02/10/15	12,146.25
	000018 BRINK'S TROPHY SHOPPE	103556	02/10/15	54.40
	001633 CAL-WEST LIGHTING & SIGN	103557	02/10/15	2,052.75
	003174 CAPITAL ONE COMMERCIAL	103558	02/10/15	1,306.82
	001812 CENTRAL COAST SYSTEMS	103559	02/10/15	690.12
	003398 CYPRESS ENVIRONMENTAL	103560	02/10/15	1,265.00
	001084 DAPPER TIRE CO	103561	02/10/15	1,103.15
	001920 DASH MEDICAL GLOVES	103562	02/10/15	585.40
	000207 DEPARTMENT OF JUSTICE	103563	02/10/15	49.00
	001827 DEPT OF PESTICIDE REGULA	103564	02/10/15	90.00
	000318 DEPT OF TRANSPORTATION	103565	02/10/15	5,745.56
	001362 DUNCAN AUTO TECH	103566	02/10/15	453.64
	001537 DYNAMIC PRESS	103567	02/10/15	803.63
	003399 ELLIS DBA/DEBORAH	103568	02/10/15	95.00
	003290 EVOQUA WATER TECHNOLOGIE	103569	02/10/15	252.00
	000054 EWING IRRIGATION PRODUCT	103570	02/10/15	478.31
	003253 FIRST ALARM	103571	02/10/15	110.67
	.14857 GAMEZ-YNIGUEZ/REGINA	103572	02/10/15	200.00
	001828 GONZALES/GABE	103573	02/10/15	20.00
	001881 GRAINGER	103574	02/10/15	921.15
	000262 GRANITE ROCK COMPANY	103575	02/10/15	442.08
	001898 GUARD PRODUCTS INC	103576	02/10/15	1,405.54
	000057 HACH COMPANY	103577	02/10/15	370.36
	000615 HOHMANN/PATRICK J.	103578	02/10/15	20.00
	001841 IDEXX LABORATORIES, INC.	103579	02/10/15	2,188.03
	001895 IMSA	103580	02/10/15	90.00
	001246 JOINER DDS/MARK	103581	02/10/15	426.00
	001903 JONES/KIMARIE	103582	02/10/15	20.00
	001992 KOSMONT COMPANIES, INC	103583	02/10/15	3,940.76
	000698 LAS ANIMAS CONCRETE & BU	103584	02/10/15	638.93
	003321 LOPEZ/RENE	103585	02/10/15	20.00
	000200 MANPOWER INC.	103586	02/10/15	761.96
	003403 MAR-KEN INTERNATIONAL PO	103587	02/10/15	260.00
	000195 MESITI-MILLER ENGINEERIN	103588	02/10/15	943.00
	001615 OLIN CORP-CHLOR ALKALI	103589	02/10/15	2,140.33
	000349 ORIENTAL TRADING COMPANY	103590	02/10/15	316.95

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001646 PACIFIC AIR, INC	103591	02/10/15	150.00	
	000382 PETE'S OUTFLOW TECHNICIA	103592	02/10/15	185.00	
	003328 PETERSON TRUCKS, INC	103593	02/10/15	424.39	
	003283 PIRATES PRESS	103594	02/10/15	4,140.61	
	003323 POMPETTE/NICOLE	103595	02/10/15	20.00	
	003396 POPIEL/MICHAEL	103596	02/10/15	60.03	
	000134 S.V. WATER DISTRICT	103597	02/10/15	1,300.61	
	000134 S.V. WATER DISTRICT	103598	02/10/15	20.59	
	001894 S.V. WATER DISTRICT - BU	103599	02/10/15	212.00	
	000121 SANTA CRUZ AUTO PARTS	103600	02/10/15	33.80	
	003404 SANTA CRUZ COUNTY CLERK	103601	02/10/15	10,649.01	
	003367 SANTA CRUZ LIVE SCAN	103602	02/10/15	25.00	
	000576 SANTA CRUZ/COUNTY OF	103603	02/10/15	420.00	
	000915 SANTA CRUZ/COUNTY OF	103604	02/10/15	78.00	
	001586 SCOTTS VALLEY CLEANERS	103605	02/10/15	192.00	
	000131 SCOTTS VALLEY MEDICAL	103606	02/10/15	949.00	
	003085 SHRED-IT USA INC	103607	02/10/15	82.36	
	000405 SILVERSTEIN/THOMAS	103608	02/10/15	2,317.05	
	001555 STATE BOARD OF EQUALIZAT	103609	02/10/15	46.41	
	000143 SUMMIT UNIFORMS	103610	02/10/15	1,798.73	
	000882 SUPERIOR ALARM COMPANY	103611	02/10/15	372.00	
	001085 SYCAL ENGINEERING INC	103612	02/10/15	280.00	
	001933 THURINGER/JOE	103613	02/10/15	20.00	
	001831 USA BLUE BOOK	103614	02/10/15	1,881.44	
	001803 VARGAS ACADEMY OF	103615	02/10/15	329.87	
	003369 VIGILANT CANINE	103616	02/10/15	250.00	
	000153 WEST GROUP	103617	02/10/15	328.97	
	003118 WILLDAN, INC	103618	02/10/15	15,326.70	
	003008 WILLIAMS/JESSE	103619	02/10/15	20.00	
	003166 WISDOM/ANGIE	103620	02/10/15	1,772.95	
	002021 ZOOM	103621	02/10/15	28.08	
	GENERAL CHECKING ACCOUNT			108,382.82	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/10/2015 14:34:42
GL540R-V07.27 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				108,382.82

RECORDS PRINTED - 000139

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/10/2015 14:34:42
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	53,005.38
004	RECREATION	10,201.54
010	WASTEWATER OPERATIONS	10,804.12
011	TERTIARY TREATMENT PLANT	3,376.33
012	WASTEWATER CAPITAL RESERVE	19,800.00
023	SVRDA SUCCESSOR AGENCY	3,940.76
025	GENERAL TRUST	1,355.00
028	SENIOR CENTER	487.29
033	TREE REPLACEMENT FUND	95.00
112	DENTAL INS INTERNAL SERV	572.00
150	GENERAL CAPITAL IMPROVEMENTS	4,745.40
TOTAL ALL FUNDS		108,382.82

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	108,382.82
TOTAL ALL BANKS		108,382.82

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000182 A SIGN ASAP	103508	02/06/15	65.25	
	000620 ALVAREZ/TONY	103509	02/06/15	350.00	
	001948 ART STORE	103510	02/06/15	198.15	
	001071 BAYSIDE OIL II INC	103511	02/06/15	2,107.50	
	003260 BILES DDS MA/DAVID	103512	02/06/15	505.00	
	003010 BREWER DDS/DEAN	103513	02/06/15	190.40	
	000018 BRINK'S TROPHY SHOPPE	103514	02/06/15	261.00	
	000389 DASSEL'S PETROLEUM INC	103515	02/06/15	4,145.81	
	001362 DUNCAN AUTO TECH	103516	02/06/15	841.32	
	001257 EBRAHIMIAN DDS/MARK	103517	02/06/15	208.00	
	001257 EBRAHIMIAN DDS/MARK	103518	02/06/15	204.00	
	003352 FERNANDEZ DDS/PABLO	103519	02/06/15	948.10	
	001782 FLORES/CARLOS	103520	02/06/15	428.40	
	003006 GRIFFIN DDS/PHILIP T	103521	02/06/15	833.00	
	001239 HAYASHI DDS/ARTHUR K	103522	02/06/15	605.80	
	001308 JOHNSON DDS/BRETT	103523	02/06/15	112.00	
	003402 KELINDA'S CUSTOMS	103524	02/06/15	95.40	
	003292 KIMLEY-HORN & ASSOCIATES	103525	02/06/15	16,067.68	
	003292 KIMLEY-HORN & ASSOCIATES	103526	02/06/15	25,679.82	
	003292 KIMLEY-HORN & ASSOCIATES	103527	02/06/15	9,621.20	
	001234 MC GRAW DDS/BERNARD	103528	02/06/15	1,106.80	
	001425 MEGAPATH NETWORKS, INC	103529	02/06/15	101.44	
	002078 METRO MOBILE COMMUNICATI	103530	02/06/15	433.25	
	000086 MOTION INDUSTRIES INC.	103531	02/06/15	997.50	
	001988 O'REILLY AUTOMOTIVE, INC	103532	02/06/15	824.68	
	002016 PACIFIC COAST CONCRETE P	103533	02/06/15	250.00	
	000101 PACIFIC GAS & ELECTRIC C	103534	02/06/15	31,555.05	
	000723 PIED PIPER INC./THE	103535	02/06/15	150.00	
	001833 RADAR SHOP, INC./THE	103536	02/06/15	419.00	
	001544 SANTA CRUZ COUNTY CONFER	103537	02/06/15	31,998.78	
	001270 SHIVELY DDS/MARTIN H	103538	02/06/15	69.90	
	002053 STEPFORD	103539	02/06/15	5,761.08	
	000443 WALPOLE/STEVE	103540	02/06/15	623.20	
	001612 YIEN DDS/LAWRENCE R	103541	02/06/15	423.00	
	001625 YOSHIDA DDS/NOREEN	103542	02/06/15	56.40	
	GENERAL CHECKING ACCOUNT			138,237.91	***

SCOTTS VALLEY ACCOUNTS PAYABLE
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Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				138,237.91

RECORDS PRINTED - 000109

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	51,052.94
004	RECREATION	934.60
010	WASTEWATER OPERATIONS	27,705.12
028	SENIOR CENTER	500.49
035	GREEN BUILDING FUNDING	6,164.25
050	PINEWOOD EST LNDSCP MAINT DT	10.19
077	SKYPARK MAINT ASSESS DIST	32.61
112	DENTAL INS INTERNAL SERV	5,964.00
123	COMMUNITY FACILITY CENTER	419.26
150	GENERAL CAPITAL IMPROVEMENTS	45,454.45
TOTAL ALL FUNDS		138,237.91

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	138,237.91
TOTAL ALL BANKS		138,237.91

COTTS VALLEY ACCOUNTS PAYABLE
ITY OF SCOTTS VALLEY
1/30/2015 16:33:56
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Check Register

ANK	VENDOR	CHECK#	DATE	AMOUNT	
A	GENERAL CHECKING ACCOUNT				
001405	AFLAC-FLEX ONE	103500	01/30/15	2,771.78	
001385	CALIFORNIA PUBLIC EMPLOY	103501	01/30/15	120,286.31	
001503	PRUDENTIAL INSURANCE CO/	103502	01/30/15	623.15	
000151	VISION SERVICE PLAN	103503	01/30/15	1,203.20	
003145	WAGE WORKS	103504	01/30/15	88.00	
	GENERAL CHECKING ACCOUNT			124,972.44	***

COTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
1/30/2015 16:33:56
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ANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				124,972.44

RECORDS PRINTED - 000050

COTTS VALLEY ACCOUNTS PAYABLE
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1/30/2015 16:33:56
L060S-V07.27 RECAPPAGE

Check Register

L540R

UND RECAP:

UND	DESCRIPTION	DISBURSEMENTS
01	GENERAL	107,273.28
04	RECREATION	7,480.48
10	WASTEWATER OPERATIONS	8,470.42
28	SENIOR CENTER	911.63
23	COMMUNITY FACILITY CENTER	836.63
TOTAL ALL FUNDS		124,972.44

ANK RECAP:

ANK	NAME	DISBURSEMENTS
A	GENERAL CHECKING ACCOUNT	124,972.44
TOTAL ALL BANKS		124,972.44

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 18, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Approval of Amended and Restated Joint Powers Agreement with
Monterey Bay Area Self Insurance Authority**

SUMMARY OF ISSUE

The City has been a member of the Monterey Bay Area Self Insurance Authority (MBASIA) since 1982. The City obtains workers compensation, liability, and property insurance through this joint powers authority. Changes have occurred that necessitated updating and cleaning up certain areas of the JPA agreement. An Ad Hoc Committee of the MBASIA Board of Directors was created to review the JPA agreement. The proposed Amended and Restated JPA Agreement was reviewed with MBASIA's attorney and then submitted to the entire Board which approved the changes at their February 2, 2015, meeting. The Amended and Restated JPA Agreement now must be approved by the governing bodies of the member cities. At least two-thirds of the ten member cities need to approve the agreement for it to become binding for all members.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

That Council approve Resolution No. 1900, approving the Amended and Restated Joint Powers Agreement Relating to the Monterey Bay Area Self Insurance Authority.

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RESOLUTION NO. 1900

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE AMENDED JOINT POWERS AGREEMENT,
MONTEREY BAY AREA SELF INSURANCE AUTHORITY**

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by joint powers agreement, provide insurance for any purpose by anyone or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the City of Scotts Valley is currently a member of a Joint Powers Agreement through Monterey Bay Area Self Insurance Authority (MBASIA); and

WHEREAS, MBASIA is restructuring its governing documents; and

WHEREAS, for the purpose of continuing liability and workers compensation insurance coverage in MBASIA's insurance pool, and as a result of this amendment to the governing documents, the City of Scotts Valley will execute the amended Joint Powers Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY RESOLVES THAT:

SECTION 1. The City Council does hereby approve the Joint Powers Agreement, as amended February 2, 2015, approving MBASIA's amended Joint Powers Agreement, the terms and conditions contained therein, a copy of said agreement being attached hereto as "Exhibit A" and by this reference made a part hereof; and

SECTION 2. The City Manager may execute said Joint Powers Agreement on behalf of the City of Scotts Valley.

SECTION 3. This Resolution is effective upon its adoption.

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 February, 2015 by the following vote:

AYES:

NOES

ABSENT:

Dene Bustichi, Mayor, City of Scotts Valley

Attest: _____
Tracy A. Ferrara, City Clerk, City of Scotts Valley

Attachments: Exhibit A – Joint Powers Agreement for Monterey Bay Area Self Insurance Authority (MBASIA)

EXHIBIT A

AMENDED AND RESTATED JOINT POWERS AGREEMENT RELATING TO THE MONTEREY BAY AREA SELF-INSURANCE AUTHORITY

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (the 'Agreement') is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

RECITALS

WHEREAS, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by anyone or more of the methods specified in Government Code Section 990.4; and

WHEREAS, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for Members of the Monterey Bay Area Self-Insurance Authority, formerly known as the Monterey Bay Area Self-Insurance Fund ("Authority"); and

WHEREAS, the Members have previously executed that certain Joint Powers Agreement establishing the Monterey Bay Area Self-Insurance Fund, which the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

NOW, THEREFORE, the cities of Capitola, Gonzales, Greenfield, Hollister, King City, Marina, Scotts Valley, Soledad, Sand City, and Del Rey Oaks, each of them in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, do hereby agree as follows:

Article 1, Definitions, The following definitions shall apply to the provisions of this agreement:

"Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5 Division 7, Title 1 of the California Government Code, as amended or supplemented.

"Assessment" means an amount in addition to the Member's or Former Member's Contribution which the Board of Directors determines in accordance herewith and/or that a Member or Former Member owes on account of its participation in, or the financing of, a program for a given Program year.

“Authority” shall mean the Monterey Bay Area Self-insurance Authority initially created by the original Joint Powers Agreement Relating to the Monterey Bay area Self-Insurance Fund.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bonds” shall mean bonds, notes or other obligations issued or incurred by the Authority in order to finance or refinance any program of Claims.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the program year in exchange for the benefits provided by the Program, including all amounts necessary to pay claims, debt service on Bonds and all other costs or expenses of a Program.

“Director” shall mean the city manager, city administrator or appointee of a member, or an alternate appointed by a city manager.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a quorum was determined in accordance with the Bylaws to be present at the beginning of the meeting.

“Estimated Contribution” means the amount which the Board of Directors estimates will be the appropriate contribution for a Member’s participation in a Program or a Program Year.

“Fiscal Year” shall mean that period of twelve months which is established as the fiscal year of the Authority.

“Former Member” shall mean a city or other public entity which was a signatory to the Agreement but which has withdrawn from or been involuntarily terminated from participating in the Authority.

“Insurance” shall mean that, primary, excess or reinsurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-Insurance retention maintained by the Authority.

“Joint Protection Program” means a program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

“Member” shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

"Program" or "Programs" means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

"Program Administrator" shall mean the employee or contract service firm appointed by the Board of Directors of the Authority to administer the Authority.

"Retained Earnings", as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

Article 2. Purposes. This Agreement is entered into by the Members pursuant to the provisions of California Government Code Section 990, 990A, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers' compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, namely the Monterey Bay Area Self-Insurance Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide; to the extent permitted by law; for the inclusion at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

Article 3. Parties to Agreement. Each party to this Agreement certifies that it intends to, and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19, 20 and 21, or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

Article 4. Term of Agreement. This Agreement shall become effective as to existing Members of the Authority as set forth in Article 34 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 28 of this Agreement.

Article 5. Creation of Authority. Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Monterey Bay Area Self-Insurance Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the

members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

Article 6. Powers of Authority.

(a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to, any or all of the following:

(1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

(2) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

(3) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;

(4) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;

(5) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;

(6) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;

(7) to employ agents and employees, and/or to contract for such services;

(8) to incur long term debt, including the issuance of Bonds, notes and liabilities or other obligations to finance the Programs if seventy-five percent (75%) of the Members voting agree, and enter into agreements with respect thereto and to exercise any other powers available to the Authority under Article 2 or Article 4 of the Act;

(9) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;

(10) to sue and be sued in its own name;

(11) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

Article 7. Board of Directors. Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be set forth in the Bylaws.

The Board of Directors shall be composed of a Director from each Member that has executed the Agreement and is participating in a Joint Protection Program. Each director on the Board shall have one vote. Each director on the Board shall serve as set forth in the Bylaws.

Article 8. Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

Article 9. Powers of the Board of Directors. The Board of Directors Shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to exercise all powers to conduct all business of the Authority;
- (b) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;
- (c) to determine and select all insurance, including Excess or Re-Insurance, necessary to carry out the programs of the Authority;
- (d) to contract for, develop or provide through its own employees various services for the Authority;
- (e) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (f) to receive and act upon reports of committees and from the Chief Executive Officer;
- (g) to appoint staff, including a Program Administrator, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (h) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (i) to fix and collect from time to time Contributions and Assessments for participation in the Programs;
- (j) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;

(k) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;

(l) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;

(m) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;

(n) to establish policies and procedures for the operation of the Authority and the Programs;

(o) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;

(p) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and actions of the Authority;

(q) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;

(r) to transact any other business which is within the powers of the Board of Directors;

(s) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;

(t) to incur indebtedness for the Authority or provide for the issuance of Bonds, and to establish the terms and conditions of such indebtedness;

(u) to provide financial administration, claims management services, legal representations, safety engineering, annual audits, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;

(v) to exercise general supervisory and policy control over the Program Administrator;

(w) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority;

(x) to take such actions as may be necessary to enforce this Agreement against any Member; and

(y) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

Article 10. Committees of the Board. Committees established by the Board shall be standing or special. Each committee shall exercise such power and carry out such

functions as are designated by this Agreement or the Bylaws or as delegated to it by the Board or an Executive Committee. Except as otherwise provided by the Board, or these Bylaws, such committees shall be advisory only and subject to the control of the Board or an Executive Committee, Whichever appoints them. Except as may otherwise be provided by the Board, or by these Bylaws, any expenditure of funds by a committee shall require prior approval by the Board.

Article 11. Officers of the Authority. The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the Directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other case, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

Article 12. Extension of Agreement. The provisions of this agreement may be extended to incorporate "pooling" of other forms of insurance, including fire insurance and liability insurance, under such conditions as are stated in an appropriate addendum to this agreement, provided each agency participating herein consents in writing to such increased or additional purpose and power.

Article 13. Provision for Bylaws. The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this agreement. In the event any provision of the Bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

Article 14. Coverage Programs.

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors, Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Insurance. The Authority Shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members. If insurance limits purchased are insufficient for the settlement of a claim or a judgment, the amount in excess of the covered amount is the responsibility of the member.

Article 15, Accounts and Records,

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as determined by the Board of Directors to be necessary or advisable and as may be required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture, trust agreement, or resolution relating to the issuance of Bonds and providing for the investment of monies held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to California Government Code Sections 53601 *at seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The various funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority.

Article 16. Services Provided by the Authority. The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

- (c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;
- (d) to provide loss prevention and safety consulting services to Members;
- (e) to provide claims adjusting and subrogation services for Claims covered by the Programs;
- (f) to provide loss analysis and control by the use of statistical analysis, data process, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- (g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;
- (h) to conduct risk management audits relating to the participation of Members in the Programs; and
- (i) to provide such other services as deemed appropriate by the Board of Directors

Article 17. Duties and Responsibilities of Members. Members or Former Members shall have the following duties and responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

- (a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.
- (b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.
- (c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors,
- (d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 22 or 23 of this Agreement or the Bylaws.
- (e) Each Member or Former Member shall provide the Authority with such, other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

Article 18. New Members. The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board, deems appropriate.

Article 19. Voluntary Withdrawal of a Member.

Subject to Article 20, any member may voluntarily withdraw from the Authority if that Member has participated in the Authority for a minimum of three full Program years, and the Member's governing board gives notice to the Board of Directors of the Authority no later than March 1st of the preceding fiscal year of the Member's intent to withdraw from the Authority,

If withdrawal is permitted as set forth above, the Member's participation in the Authority shall terminate at the end of the fiscal year in which notice was given, provided, however, that any Member desiring to leave the Authority shall remain liable for all expenses in excess of Contribution until Claims of the withdrawing Member are settled and obligations to claimants met, the Member formally withdraws from the Authority, and the Member acknowledges that it has no interest in any of the assets of the Authority.

If additional funds are required to settle Claims or obligations of the terminating Member the Board may declare and collect the Assessments or Contributions necessary from the Member. After all Claims and obligations of the terminating Member are met the Board shall determine if any refund of Assessment or Contribution is due and refund such amount.

Article 20. Worker's Compensation Program Financing Requirements

Each Member acknowledges that the Authority intends to issue, during calendar year 2004, Bonds in order to fund reserves that the Authority has determined are currently inadequate for the Claims to be paid by the Authority with respect to its worker's compensation program incurred prior to June 30, 2003, and that the debt service on such Bonds will be payable primarily from a portion of the annual worker's compensation Contributions paid by each Member for the Claims incurred prior to June 30, 2003, Accordingly, each Member agrees and acknowledges that, so long as any such Bonds are outstanding or any other amounts remain owing with respect thereto, (i) that it will not withdraw from the Authority (and any attempted withdrawal will be null and void), (ii) that it will obtain its worker's compensation insurance coverage solely through the Authority or in connection with the Authority (except for any self-funded retention and any excess worker's compensation coverage), (iii) that a portion of the worker's compensation Assessments and Contributions charged to the Member will be used to pay debt service on such Bonds, or to provide for costs, expenses, reserves or debt service coverage with respect to such Bonds in an amount as may be required by the documents pursuant which such Bonds are issued, (iv) that the amount of Assessments and Contributions which may be due include all amounts necessary to pay debt service and related costs with respect to any Bonds, as set forth in clause (iii) above, including additional amounts which may become due from time to time as the result of a default by another Member or Former Member, (v) that it will pay, as required

by the bond or note documentation, all of the Assessments and Contributions due to the Authority, (vi) that the Assessments and Contributions will be payable from any source of available funds of the Member, including amounts on deposit in the general fund of the Member, and (vii) that each Member will take such action as may be necessary to include all Assessments and Contributions due in each of its approved budgets, and to amend such budget if necessary to include any Assessment and Contribution amount not included in its original budget, for so long as it remains, a Member of the Authority and to make the necessary appropriations for all such Assessments and Contributions. Notwithstanding the foregoing, if the documentation relating to the Bonds allows for the early retirement of the Bonds, a Member may withdraw from the Authority and have no liability with respect to any future Assessments or Contributions if it prepays its obligations with respect to such Bonds, as such obligations are set forth in the applicable Bond documentation.

Article 21. Involuntary Termination

(a) Notwithstanding the provisions of Article 20 and 21, the Authority Shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority if a Member breaches any duty or responsibility pursuant to Article 17 imposed on Members to this Agreement.

(b) The Authority may expel any Member Agency, with or without cause, as a participant in any program or as a member of the Authority by a two-thirds vote of the Board and 90 days notice.

(c) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 19, 20 and 23.

(d) Any involuntary termination occurring during any period that Bonds, are outstanding shall be subject to the requirement that the obligations of the Member being terminated with respect to such Bonds, are prepaid, either by such Member or by the Authority.

Article 22. Effect of Withdrawal or Involuntary Termination. The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, prior Assessment, prior consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph). If a Member or Former Member withdraws or is involuntary terminated from a program with a negative Net Position, the Member or Former Member will not receive any distribution of assets from either program.

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member or credits to the Member or Former Member for the period of its participation. Such determination shall not be made until all

Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 23(b) of this Agreement. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings applicable to the time of its participation even though such Retained Earnings are declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

Article 23. Termination and Distribution; Assignment.

(a) if no Bonds remain outstanding, this Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all Claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment or Contribution in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment or Contribution shall be determined as set forth by the Board or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with the proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program.

(d) Upon termination of this Agreement all net assets of the Authority shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement.

(e) In lieu of terminating this Agreement, the Board, With the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

Article 24. Enforcement. The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the non-defaulting party(s) should employ attorneys or incur other expenses for the collection of monies or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party(s).

Article 25. Non-liability of Directors, Officers and Employees. The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

Article 26. Indemnification and Release. Each Member shall and hereby agrees to indemnify and save the Authority and all other Members harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of such Member in the performance of any of its obligations under this Agreement, or any act or negligence of such Member or any of its agents, contractors, servants, employees or licensees with respect to the coverage provided such Member. No indemnification is made under this section or elsewhere in this Agreement by the Authority or its officers, agents, employee successors or assigns.

Article 27. Notices. Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

Article 28. Amendment. This Agreement may be amended at any time by a two-thirds vote of the Members. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

Article 29. Prohibition Against Assignment. No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

Article 30. Agreement Complete. The foregoing constitutes the full and executed Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces all previous agreements..

Article 31. Counterparts. This Agreement may be executed in one or more counterparts and shall be as fully effective as fully effective as though executed in one document.

Article 32. California law. This Agreement shall be governed by the laws of the State of California.

Article 33. Severability. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Article 34. Effective Date. This Agreement shall become effective as to existing Members of the Authority on the date on which at least two-thirds of such Members have executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the date indicated below:

Acknowledgment:

Date: February 18, 2015

Stephen H. Ando, City Manager
City of Scotts Valley

I hereby certify this amended and Restated Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Joint Powers Agreement.

Date: _____

Michael Simmons, Program Administrator
MONTEREY BAY AREA SELF-INSURANCE AUTHORITY

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 18, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **Consideration of Renaming Camp Evers Fishing Park**

SUMMARY OF ISSUE

Cathy Herteman, a Scotts Valley resident, contacted Mayor Bustichi about renaming Camp Evers Fishing Park in honor of Vern Hart. Vern was the primary reason for the Park, having conceived and designed the project. Vern grew up in Scotts Valley and lived here until he retired and moved out of the area. He volunteered on many projects such as City Hall, the Fishing Park, and the Fishing Derby. He served on the Parks and Recreation Commission from 1993 to 1999.

Mayor Bustichi requested this item to come before the Council for consideration. If the Park were to be renamed, staff would need to replace two signs at the Park. Those two signs would be the wood sign displaying the park name and the metal sign with park rules listed on it. The recommended new name would be the "Vern Hart Fishing Park."

There are no set procedures for renaming a City park. A majority vote of the Council would be sufficient.

FISCAL IMPACT

The cost of the new signs would be approximately \$300 to \$400. This could be paid from the parks maintenance budget in the General Fund.

STAFF RECOMMENDATION

That Council consider changing the name of Camp Evers Fishing Park to Vern Hart Fishing Park and provide direction to staff.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: February 18, 2015

TO: Honorable Mayor and City Council

FROM: Corrie Kates, Community Development Director/Deputy City Manager

SUBJECT: Consider Bylaws for the Scotts Valley American with Disabilities Act (ADA) Subcommittee

SUMMARY OF ISSUE

On October 15, 2008, the City Council created the Scotts Valley ADA Accessibility Subcommittee ("Subcommittee"). The purpose of the Subcommittee at that time was to review ADA accessibility issues in the City. The Subcommittee was made up of one City Council Member, one Planning Commissioner and three members at large. Since the Subcommittee was formed, it has met quarterly and they have discussed ADA deficiencies at both public and private facilities.

Mayor Bustichi asked that the format and purpose of the Subcommittee be discussed. He is proposing to amend the structure of the Subcommittee so that each Council Member appoints one member to the Subcommittee, as is done with the City's Planning Commission and Parks and Recreation Commission. He is also asking to consider the scope of the purpose of the Subcommittee to include identifying opportunities to increase ADA accessibility throughout the City and making recommendations to the City Council. All recommendations from the Subcommittee would be made through a staff liaison.

To formalize the proposed changes, staff is recommending the adoption of the attached bylaws for the Subcommittee. With these bylaws, the Subcommittee will function similarly to the Planning Commission and Parks and Recreation Commission. They will meet quarterly on a specified date, officers will be elected, there will be a staff liaison, and the Subcommittee will comply with the Brown Act.

FISCAL IMPACT:

There is no fiscal impact to the City in adopting the Resolution.

STAFF RECOMMENDATION:

That the City Council consider the draft Resolution No. 1901 and either adopt or provide direction on the proposed bylaws.

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RESOLUTION NO. 1901

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SCOTTS VALLEY APPROVING THE
BYLAWS OF THE SCOTTS VALLEY ADA ACCESSIBILITY SUBCOMMITTEE**

BE IT RESOLVED by the City Council of the City of Scotts Valley that the bylaws of the City of Scotts Valley ADA Accessibility Subcommittee attached hereto are hereby adopted.

This resolution was adopted at a duly held regular meeting of the City Council on the 18th day of February, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

CITY OF SCOTTS VALLEY

ADA ACCESSIBILITY SUBCOMMITTEE BYLAWS

ORGANIZATION AND MEMBERSHIP

The Scotts Valley ADA Accessibility Committee was created by City Council action on October 15, 2008 for the purpose of acting as an advisory agency to the City Council to identify opportunities to increase ADA accessibility throughout the City and take other action as may be directed from time to time by the City Council. All recommendations of the Subcommittee shall be made to the City Council by the staff liaison assigned to the Subcommittee. The Subcommittee shall consist of five members, one appointed by each City Council Member. Members shall serve four-year terms. All members of the Subcommittee shall serve at the pleasure of the City Council and any member may be dismissed by the City Council at any time.

SELECTION OF OFFICERS

As soon as practical, following the first day of November of each year, a chairperson and vice-chairperson shall be appointed by the Subcommittee from amongst its members.

CHAIRPERSON

The chairperson shall be selected by a majority vote of the members. The chairperson shall preside at all regular meetings and shall call all special meetings. He/she shall decide on all points of order and procedure during the meeting and his/her decision shall be final unless overruled by a vote of the Subcommittee.

VICE-CHAIRPERSON

The vice-chairperson shall be selected by a majority vote of the members. He/she shall assume all duties of the chairperson in the absence or the disability of the chairperson.

SECRETARY

The City Manager shall designate a city employee to act as a staff liaison and secretary who shall keep a record of Subcommittee proceedings and transactions. The secretary shall also be responsible for delivering all recommendations or communications from the Subcommittee to the City Council.

ACTING CHAIRPERSON

In case of absence of both the chairperson and the vice-chairperson from any meeting, an acting chairperson shall be elected from amongst the members present to serve only during the absence of the chairperson and vice-chairperson.

MEETINGS

Open Meetings: All regular and special meetings of the Subcommittee shall be open meetings to which the public shall be admitted.

Regular Meetings: Regular meetings of the commission shall be held once a quarter on a specific date and time selected by the Subcommittee at its first meeting. The regular meetings shall be held in the City Council Chambers, or another place specified at the previous regular meeting place.

Quorum: A quorum shall consist of three members of the Subcommittee.

Absence of Quorum: In the absence of a quorum at any meeting, such meeting shall be adjourned to the next regular meeting date by any member present. No meeting may be declared adjourned for lack of a quorum, however, until a 15 minute period after the scheduled time of the meeting has elapsed.

VOTING

All questions shall be resolved by a majority vote of the members present. The vote shall be taken by a roll call vote, voice vote, by the raising of hands, or by any other manner calculated to ensure an accurate determination of the vote, provided that at the request of any member, the vote shall be taken by a roll call vote.

PARLIAMENTARY PROCEDURES

Roberts Rules of Order, revised, will govern procedures of the Subcommittee meetings.

AMENDMENTS

These bylaws shall not be considered or construed as superseding any ordinance or direction of the City Council of the City of Scotts Valley.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 18, 2015
TO: Honorable Mayor and City Council
FROM: Corrie Kates, Community Development Director/Deputy City Manager
SUBJECT: Monument Directional Municipal Sign Program

SUMMARY OF ISSUE:

The City Council approved a directional sign program on October 17, 2012, which included intersection signs and directional signs for the Community Center and the Library. At their July 3, 2013 meeting, the City Council authorized staff to proceed with the intersection signage. The Sign Subcommittee approved the final proofs for the intersections signs and Public Works is coordinating the installation. The illuminated intersection signs are to be installed soon.

Final proofs for the Community Center and Library monument signs have also been approved by the Sign Subcommittee. The Community Center and Library directional signs were approved by the Sign Subcommittee. To date, a funding source for the Community Center and Library signs has not been identified.

Detailed below is the cost and funding options for discussion.

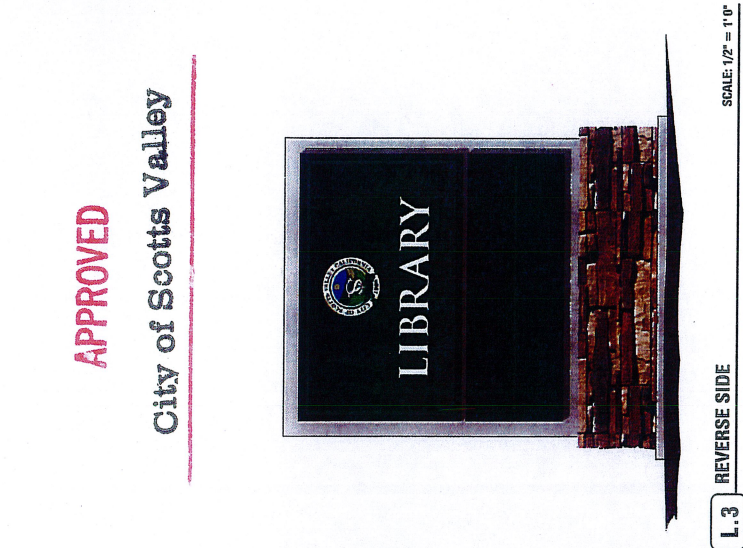
Sign Type	Cost	Funding Source
Library Identification Sign	\$21,209	Library Impact Fees
Community Center Identification Sign	\$17,788	Parks & Recreation Impact Fees/ Lennar Funds

STAFF RECOMMENDATION:

Discuss and provide direction on funding options for the Library and Community Center signs.

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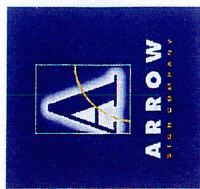


SCALE: 1/2" = 1'0"

SCALE: 3/4" = 1'-0"

D/F non-illuminated directional sign		
ITEM#	DESCRIPTION	VENDOR SPECIFICATION
Structure & Ped	Concrete	Natural finish
Panels	2" rib aluminum	Mathews PMS 627 Dark Green, satin
Decorations	1/4" F40 Aluminum	Mathews To match Dark Green #7725-56, satin
Logo	1/2" Acrylic	Mathews PMS 627 Dark Green, satin
Logo decoration	Printed	Digital Print
ID name	1/2" Acrylic	Mathews White #282-202, satin
Copy and arrows	Vinyl	3M Opaque White
Title	Vinyl	3M Dark Green #7725-56
Base	Stone Vanner	Eldorado Stone Mountain Ledger Panels - Russet

Note: Customer to provide digital artwork of logo



1051 46th Avenue
Oakland, Ca 94601
T. 510.533.7693
F. 510.533.0815
www.arrowsigncompany.com

Project

Scotts Valley
Scotts Valley, Ca

Date: _____

3-26-2013

Sales:

☐ Steve Jones

Design:

☐ German N.

File Name/Location:

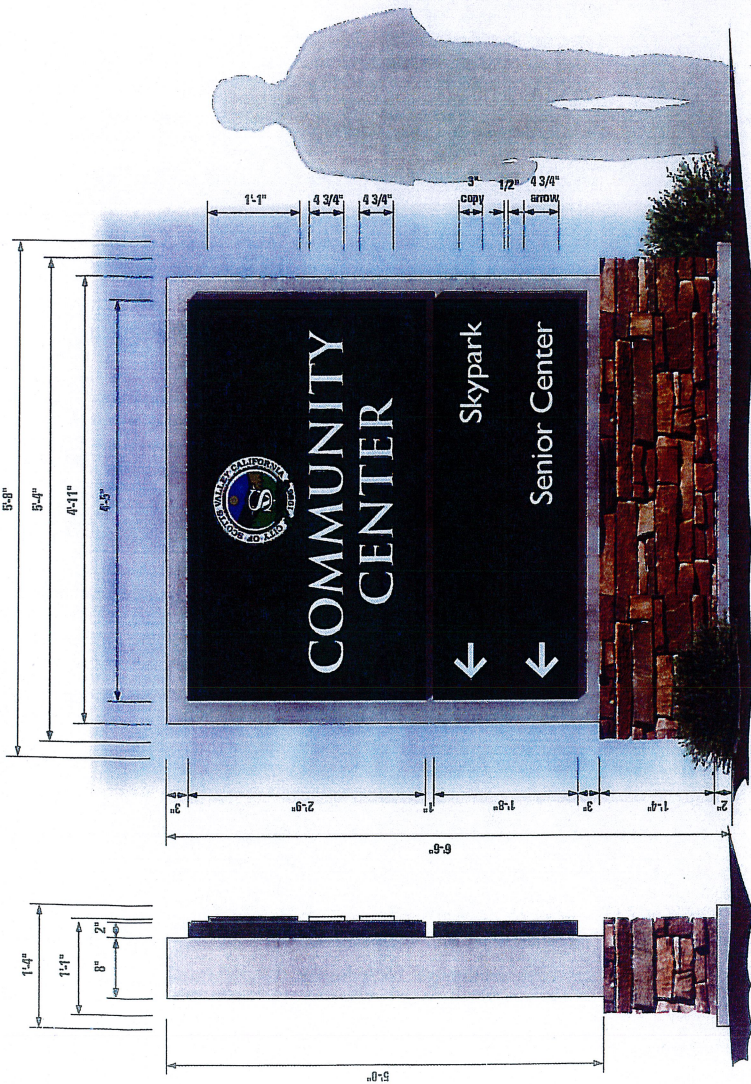
2013/S/Scotts Valley

Rev.	Date	Description
A	4-24-13	Add site plan
B	5-10-13	Revise per comments
C	5-15-13	Add callouts
D	8-13-14	Add color spec
E	11-5-14	Change graphic
F	11-24-14	Revised layout
G	12-08-14	Revised layout

Customer Approval

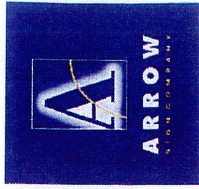
This drawing is a representation of colors and may not accurately depict final color of product. Refer to paint swatch or material samples for color reference.

ALL RIGHTS RESERVED
This is an original unpublished drawing prepared for you by Arrow Sign Co. in a sign program designed for your business. It is not to be shown to anyone outside of your organization nor to be reproduced, copied or exhibited in any fashion.



APPROVED

City of Scotts Valley



1051 46th Avenue
Oakland, Ca 94601
T. 510.533.7693
F. 510.533.0015
www.arrowsigncompany.com

Project
Scotts Valley
Scotts Valley, Ca

Date:
3-26-2013

Sales:
☐ Steve Jones

Design:
☐ German Nl.

File Name/Location:
2013/S/Scotts Valley

Rev.	Date	Description
A	4-24-13	Add site plan
B	5-10-13	Revise per comments
C	5-15-13	Add callouts
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E	11-5-14	Change graphic
F	11-24-14	Changed Copy Layout

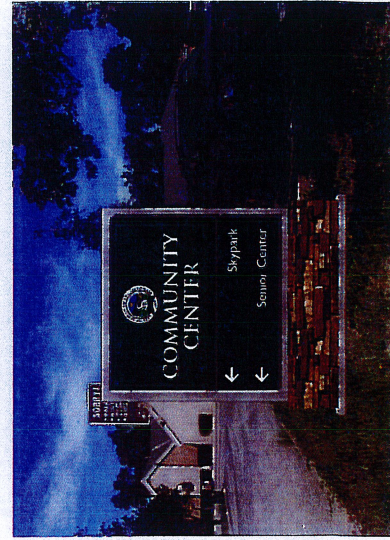
Customer Approval

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130370

Sheet 3



SCALE: 3/4" = 1' 0"

L.2 MONUMENT DIRECTIONAL

S/F non-illuminated directional sign			
ITEM	DESCRIPTION	VENDOR	SPECIFICATION
Structure & Pad	Concrete		Natural finish
Panels	2" fab aluminum	Wardhous	PMS 627 Dark Green, satin
Decorations	1/4" FCO Aluminum	Wardhous	To match Dark Green #7725-56, satin
Logo	1/2" Acrylic	Wardhous	PMS 627 Dark Green, satin
Logo decoration	Printed		Digital Print
ID name	1/2" Acrylic	Wardhous	White #282-202, satin
Copy and arrows	Vinyl	3M	Opaque White
Rule	Vinyl	3M	Dark Green #7725-56
Base	Stone Veneer	Eldorado Stone	Mountain Ledge Panels - Russet

Note: Customer to provide digital artwork of logo

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: February 18, 2015

TO: Honorable Mayor and City Council

FROM: Scott Hamby, Public Works Director

SUBJECT: **Municipal Code Amendment – First Reading of Ordinance No. 102.13 Amending Section 15.06.120, Design Standards for Drainage and Terraces and Resolution No. 1183.2, Amending City Standard Details**

SUMMARY OF ISSUE:

To comply with State stormwater requirements, last year the City created and Council approved a Stormwater Technical Guide. The Guide details new development requirements and is designed to insure those developments comply with State stormwater management mandates.

During a recent project review, staff discovered some inconsistencies between the City's Municipal Code, Standard Details and the Stormwater Technical Guidelines. To make the City's municipal code consistent with the City's Stormwater Technical Guide, staff is recommending that the City amend Section 15.06.120 of the Municipal Code, Design Standards for Drainage and Terraces. The changes are minor, however, create needed consistencies. The proposed changes are detailed in Exhibit A.

In addition to amending the Municipal Code, staff recommends adopting Resolution No. 1183.2 updating the City's Standard Details, Part 3 for Storm Drainage as proposed in Attachment 1 of the resolution.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

1. Introduce and hold the first reading and introduction of Ordinance No. 102.13 amending City Municipal Code 15.06.120 - Design Standards for Drainage and Terraces.
2. Approve Resolution No. 1183.2 updating the City's Standard Details, Part 3 for Storm Drainage.

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ORDINANCE NO. 102.13

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AMENDING TITLE 15, CHAPTER 15.06, SECTION 15.06.120 OF THE
SCOTTS VALLEY MUNICIPAL CODE RELATING TO DESIGN STANDARDS
FOR DRAINAGE AND TERRACES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCOTTS
VALLEY AS FOLLOWS:**

SECTION 1. Title 15, Chapter 15.06, is hereby amended by amending Section 15.06.120 to read as follows:

“15.06.120- Design standards for drainage and terraces.

- A. General. Drainage facilities and terraces shall conform to the provisions of this section unless otherwise indicated on the approved permit and plans. Drainage facilities shall be designed in accordance with “Part 3: Storm Drainage” of the City’s Standard Details.
- B. Runoff Calculations. A drainage report prepared in conformance with “Part 3: Storm Drainage” shall be provided along with the approved plans to show the project’s stormwater management before and after development. To reduce runoff and sediment, a combination of storage and controlled release of stormwater runoff may be required.”

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

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

SECTION 4. NO CONFLICT WITH FEDERAL OR STATE LAW. Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any Federal or State law.

SECTION 5. PREEMPTION. The provisions of this ordinance shall be null and void if State or Federal legislation, or administrative regulation, takes effect with the same or substantially similar provisions as contained in this ordinance. The City Council shall determine whether or not identical or substantially similar Statewide legislation has been enacted or regulations issued.

SECTION 6. CEQA COMPLIANCE. The City Council finds and determines that the enactment of this Ordinance is not a “project” as that term is used in the California Environmental Quality Act (“CEQA;” Cal. Pub. Resources Code Section 21000 et seq.) or the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect thirty days after the date of its adoption. Prior to the expiration of fifteen days from the date of adoption, this Ordinance shall be published in at least three (3) public places.

This ordinance was introduced on the 18th day of February, 2015, and was passed and adopted by the City Council of the City of Scotts Valley on the 4th day of March, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST:

Tracy A. Ferrara, City Clerk

RESOLUTION NO. 1183.2

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SCOTTS VALLEY AMENDING THE CITY'S
STANDARD DETAILS PART 3 RELATING TO STORM DRAINAGE
FOR THE CITY OF SCOTTS VALLEY**

WHEREAS, to comply with State stormwater management requirements, the City of Scotts Valley adopted a Stormwater Technical Guide, detailing new development requirements designed to insure those developments comply with State stormwater management mandates; and,

WHEREAS, the City's Standard Details now need to be amended to remain consistent with State stormwater management requirements, the City of Scotts Valley Municipal Code Section 15.06.120 and the City's Stormwater Technical Guide;

NOW, THEREFORE, BE IT RESOLVED that the City of Scotts Valley hereby adopts the Design Standard guidelines attached hereto as Attachment 1;

PASSED AND ADOPTED by the Scotts Valley City Council, on this 18th day of February, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy Ferrara, City Clerk

Attachment 1

PART 3. STORM DRAINAGE

SECTION A: ITEMS REQUIRED BY SUBMITTED WITH IMPROVEMENT PLANS

1. Topographic maps showing the boundaries of the drainage area used for design.
2. Design computations for:
 - a. Hydrology (design flows)
 - b. Hydraulic (channel, structure and pipe sizing's)
 - c. Hydraulic gradients (for proposed structures or systems)

SECTION B: DESIGN REFERENCES

1. The design of storm drainage facilities shall conform to standard accepted engineering practice listed below:
 - a. ASCE Manual of Engineering Practice No. 37 Design and Construction of Sanitary and Storm Sewers.
 - b. "Urban Runoff Quality Management;" WEF and ASCE (ASCE Manual and Report on Engineering Practice No. 87), 1998
 - c. "Design and Construction of Urban Stormwater Management Systems;" Water Environmental Federation and ASCE (ASCE Manual and Report on Engineering Practice No. 77), 1992
2. Requirements set forth in this design criteria shall prevail over those set forth in the above of any other publications.

SECTION C: HYDROLOGY – MINIMUM DESIGN REQUIREMENT

1. Minimum return periods. (Design storm)
 - a. Off-stream facilities and structures 10 year
 - b. In-stream facilities and structures 100 year

2. Storm water run-off shall be calculated by the Rational Method ($Q=C*I*A*Ca.$)
3. Run-off coefficients to be used area given in Table 3-1 and shall be based on the probable future land use. Future land use shall be determined by the Planning Director.

Table 3-1

<u>Type of Area</u>	<u>Run-Off Coefficients</u>
Rural, park, forested, agricultural.....	.20 - .30
Low residential (single family dwellings).....	.40 - .50
High residential (multi-family dwellings).....	.55
Business and commercial.....	.80
Industrial.....	.70
Impervious.....	.90

4. Rainfall intensity shall be determined by using the rainfall intensity duration curve given in Figure SD-5.
5. Minimum time of concentration used for intensity calculations shall be 10 minutes to the first inlet or culvert entrance.
6. All new development and redevelopment projects shall meet Post Construction Run-off Requirements in compliance with the latest edition of the "City of Scotts Valley Stormwater Technical Guide."

SECTION D: HYDRAULIC REQUIREMENTS

1. Generally, Mannings Equation shall be used to determine flows in pipes or channels. Values for Mannings Roughness Coefficient (n) shall be as shown in Table 3-2.
-

Table 3-2

<u>Type of Conduit or Channel</u>	<u>Roughness Coefficients</u>
Plastic (PVC, ABS & HDPE).....	.010
Concrete gutters.....	.015
Corrugated metal pipe.....	.024
Reinforced concrete pipe 12" to 21".....	.015
Reinforced concrete pipe 24" to 33".....	.013
Asbestos cement pipe.....	.011
Lined channels	
Concrete.....	.014
Air blown mortar.....	.016
Bituminous.....	.018
Sacked concrete.....	.025

2. Available head, governed by the permissible limits of upstream ponding, may be used at the culvert entrance.

Entrance slope protection shall be provided to prevent scour when utilizing available head.
3. The design of drainage pipe systems shall allow for a minimum freeboard of 1.00 feet between the top of inlet grade or manhole cover and the design water surface elevation.
4. Minimum velocity at design flow shall be 2 Fps.
5. Gutter flow shall not exceed 4 ½ inches in depth.

Exhibit A

15.06.120- Design standards for drainage and terraces.

A. General. Drainage facilities and terraces shall conform to the provisions of this section unless otherwise indicated on the approved permit and plans. Drainage facilities shall be designed in accordance with "Part 3: Storm Drainage" of the City's Standard Details. ~~To the greatest extent possible, peak storm drainage runoff and sediment rates may not exceed predevelopment rates. If rates are substantially greater than redevelopment rates, off-site erosion, sediment and flood control improvements to the principal drainageway may be required to handle the runoff increase or peak discharges.~~

B. Runoff Calculations. A drainage report prepared in conformance with "Part 3: Storm Drainage" shall be provided along with the approved plans to show the project's stormwater management before and after development. ~~The approved plans shall show by table and/or calculations the peak rate of storm runoff both before and after development.~~ To reduce runoff and sediment, a combination of storage and controlled release of stormwater runoff may be required.

PART 3. STORM DRAINAGE

SECTION A: ITEMS REQUIRED TO BE SUBMITTED WITH IMPROVEMENT PLANS

1. Topographic maps showing the boundaries of the drainage area used for design.
2. Design computations for:
 - a. Hydrology (design flows)
 - b. Hydraulic (channel, structure and pipe sizings)
 - c. Hydraulic gradients (for proposed structures or systems)

DESIGN REFERENCES

SECTION B: ~~ASCE MANUAL OF ENGINEERING PRACTICE NO. 37 DESIGN AND CONSTRUCTION OF SANITARY AND STORM SEWERS~~

1. The design of storm drainage facilities shall conform to standard accepted engineering practice listed below:

1. ~~The design of storm drainage facilities shall conform to the practices and methods set forth in ASCE Manual of Engineering Practice No. 37.~~
2. ~~Requirements set forth in this design criteria shall prevail over those set forth in ASCE Manual of Engineering Practice No. 37.~~

2. Requirements set forth in this design criteria shall prevail over those set forth in the above of any other publications.

SECTION C: HYDROLOGY - MINIMUM DESIGN REQUIREMENT

1. Minimum return periods. (Design storm)
 - a. Off-stream facilities and structures 10 year
 - b. In-stream facilities and structures 100 year

a. ASCE Manual of Engineering Practice No. 37 Design and Construction of Sanitary and Storm Sewers.
b. "Urban Runoff Quality Management;" WEF and ASCE (ASCE Manual and Report on Engineering Practice No. 87), 1998
c. "Design and Construction of Urban Stormwater Management Systems;" Water Environmental Federation and ASCE (ASCE Manual and Report on Engineering Practice. No 77), 1992

2. Storm water run-off shall be calculated by the Rational Method (~~$Q = CIA$~~). $Q = C \cdot I \cdot A \cdot C_a$.
3. Run-off coefficients to be used are given in Table 3-1 and shall be based on the probable future land use. Future land use shall be determined by the Planning Director.

Table 3-1

Type of Area

Run-Off Coefficients

Rural, park, forested, agricultural.....	.20 - .30
Low residential (single family dwellings).....	.40 - .50
High residential (multi-family dwellings).....	.55
Business and commercial.....	.80
Industrial.....	.70
Impervious.....	.90

6. All new development and redevelopment projects shall meet Post Construction Runoff Requirements in compliance with the latest edition of the "City of Scotts Valley Stormwater Technical Guide."

4. Rainfall intensity shall be determined by using ~~intensity of 1.8 inches per hour and duration curves~~ **the rainfall intensity duration curve** given in Figure SD-5.
5. Minimum time of concentration used for intensity calculations shall be 10 minutes to the first inlet or culvert entrance.

SECTION D: HYDRAULIC REQUIREMENTS

1. Generally, Mannings Equation shall be used to determine flows in pipes or channels. Values for Mannings Roughness Coefficient (n) shall be as shown in Table 3-2.

Table 3-2

<u>Type of Conduit or Channel</u>	<u>Roughness Coefficients</u>
Plastic (PVC, ABS, & HDPE)	0.010
Concrete gutters.....	.015
Corrugated metal pipe.....	.024
Reinforced concrete pipe 12" to 21".....	.015
Reinforced concrete pipe 24" to 33".....	.013
Asbestos cement pipe.....	.011
Lined channels	
Concrete.....	.014
Air blown mortar.....	.016
Bituminous.....	.018
Sacked concrete.....	.025

2. Available head, governed by the permissible limits of upstream ponding, may be used at the culvert entrance.

Entrance slope protection shall be provided to prevent scour when utilizing available head.

3. The design of drainage pipe systems shall allow for a minimum freeboard of **1.00 feet** ~~0.75 feet~~ between the top of inlet grade or manhole cover and the design water surface elevation.
4. Minimum velocity at design flow shall be 2 Fps.
5. Gutter flow shall not exceed 4 ½ inches in depth.