



AGENDA

Meeting of the
Scotts Valley City Council
In-Person and Remote Access
Date: August 16, 2023
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 08-11-2023 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvally.gov .

ELECTED OFFICIALS	CITY STAFF MEMBERS
Jack Dilles, Mayor Randy Johnson, Vice Mayor Donna Lind, Council Member Derek Timm, Council Member Allan Timms, Council Member	Mali LaGoe, City Manager Kirsten Powell, City Attorney Stephanie Hill, Administrative Services Director Steve Jesberg, Interim Public Works Director Steve Walpole, Police Chief Scott Garner, Police Captain Phillip Linarte, Senior Civil Engineer Cathie Simonovich, City Clerk

MEETING NOTICE AND AGENDA PACKET MATERIALS
Notice regarding City Council Meetings: The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 PM in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066, and via Zoom Webinar remote access. Agenda and Agenda Packet Materials: The City Council agenda and the complete agenda packet are available for review by 5:00 PM the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvally.gov and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvally.gov.

Public Participation:

The meeting will be available on Zoom and livestreamed to the City of Scotts Valley's YouTube channel: <https://www.youtube.com/channel/UCLNTBScelB4wTfidYHrocWA>

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

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

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

Webinar ID: 832 9573 0901

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

How to comment via in-person attendance:

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

How to comment via Zoom Webinar:

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

CALL TO ORDER 6:00 PM**PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE****ROLL CALL****COMMITTEE REPORTS**

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

CITY MANAGER REPORT**PUBLIC COMMENT TIME**

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

ALTERATIONS TO CONSENT AGENDA

Council can remove or add items to the Consent Agenda.

CONSENT AGENDA

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

1. Approve City Council minutes of 08-02-2023
2. Approve check registers dated 07-28-2023 and 08-03-2023
3. Response to Santa Cruz Civil Grand Jury Reports on Housing and Continuity
4. Amendment to the Senior Center Advisory Commission Bylaws
5. Side Letter to Memorandum of Understanding, Police Bargaining Units
6. Approve updated salary schedule for 3 positions
7. On-Call Paving and Asphalt Contract Award

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. Letters of opposition to Senate Bill 423 and Assembly Bill 309
2. Invitation to join the Santa Cruz County Subcommittee on Banning Plastic Filtered Tobacco Products

3. Approval of a budget appropriation and award of contract to Anderson Pacific Engineering Construction, Inc. for City of Scotts Valley Shaftless Screw Conveyor, WWTP Project No. P23-008
4. Police Body & Fleet Camera Lease
5. Future Council Agenda Items

ADJOURNMENT

ADA NOTICE

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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



MINUTES

Meeting of the
Scotts Valley City Council
Date: August 2, 2023
Time: 6:00 PM

CONTACT INFORMATION	MEETING LOCATION	POSTING
City of Scotts Valley 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5600	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066 OR Zoom Video Conference https://us02web.zoom.us/j/83295730901	The agenda was posted on 07-28-2023 at City Hall, SV Senior Center, SV Public Works Building, and on the Internet at www.scottsvally.gov .

CALL TO ORDER 6:00 PM

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

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

ELECTED OFFICIALS PRESENT:

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

CITY STAFF MEMBERS PRESENT:

Mali LaGoe, City Manager
Kirsten Powell, City Attorney
Stephanie Hill, Administrative Services Director
Cathie Simonovich, City Clerk

COMMITTEE REPORTS

CM Lind attended a Santa Cruz Metropolitan Transit District (METRO) finance meeting where they discussed updating the routes to increase efficiencies.

CM Lind attended a Criminal Justice Council Executive meeting where they looked at

the ongoing behavior health study. An update will go to the full board on August 10th.

CM Lind attended a Paws and Policy meeting where she heard feedback from the public regarding the condition of the dog park.

CM Lind attended the Community Bridges' fundraising event, Farm to Fork Gala.

CM Lind attended the planning committee meeting for the Art, Wine, and Beer Festival which will be held on August 19th and 20th. The business and non-profit spots are almost full, and the Cops n' Rodders registration will close this week.

CM Timms attended a meeting of the Area Agency on Aging. The new incoming director of Meals on Wheels, Darren Daley, was in attendance. An agreement has been reached between the Seniors Council and the Live Oak School District regarding the facility, so the eviction will be pushed back two years.

CM Timms attended a meeting of the Youth Action Network. The Childrens Network and the Youth Action Network are merging. There was a discussion about creating a children/youth bill of rights. Santa Cruz County, Santa Cruz City, and Capitola have already adopted this bill of rights; and there was a request for Scotts Valley to consider adopting this at a future session. They also discussed appointing a youth liaison to attend the City Council meetings.

CM Timms attended a Local Agency Formation Commission (LAFCO) meeting where they voted to approve the merger of the Scotts Valley Fire Protection District and the Branciforte Fire Protection District. The Measure T funds (\$165k/year) that are part of the Branciforte Fire District will be administered by an advisory council. CM Timms has been nominated as a voting member of the California Association of Local Agency Formation Commissions (CALAFCO), and the elections will be held later this year in Monterey.

CM Timm attended his first Visit Santa Cruz Board meeting as a Board Member. The new CEO for Visit Santa Cruz is Terence Concannon. CM Timm thanked City Manager LaGoe for serving on the interview search committee. They have a new program that will allow Visit Santa Cruz to view the bookings and hotel rates in real time.

CITY MANAGER REPORT

Community Development Block Grant (CDBG) Public Hearing: A public hearing for the CDBG program was scheduled for this meeting and all of the required notifications were published/posted. However, last week we were notified that the state decided to change the eligibility criteria for this current round of funding. The state will only be considering applications that were previously submitted, which means that we are no longer eligible to apply for this round of funding. We will prepare for the January application period, and the public hearing will most likely be rescheduled for

December.

Staffing: This week we welcomed Sergeant Sjon Tol to the Police Department. Gabby Cortez is the new Associate Planner in the Community Development Department. Congratulations to Allison Pfefferkorn who will start Monday, 8/7 as the new Recreation Division Manager. Allison has been the Recreation Coordinator for the past eight months and had extensive recreation program management prior to coming to the City of Scotts Valley. Thank you to Kim Peterson who has been the Interim Recreation Division Manager for the past few months and has done a great job leading the division and being a liaison to the community. Congratulations to Athena Cheung, who passed her engineer licensing exam.

Operation Safe Passage: The Police Department will be coordinating Operation Safe Passage starting on the first day of school, which is August 10th. They will be doing traffic enforcement for the first couple of days of the school year.

National Night Out: Thank you to everyone who participated in National Night Out at MacDorsa Park last night.

Gun Buyback: The Police Department will be participating in a countywide gun buyback program on September 16th.

Classification and Compensation Study: The Classification and Compensation study will kick off this week and all City positions will be reviewed.

Happy Birthday, City of Scotts Valley: Today is the City's 57th birthday.

Bean Creek Construction: Thank you for everyone's patience driving through that area and adhering to the new 4-way stop.

Pool is Opening this Weekend: The Siltanen Pool is opening this weekend for recreational swimming and will be open on the weekends in August, and possibly into September.

PUBLIC COMMENT TIME

The Mayor and Council Members recognized the City's birthday, and the founding members of the City.

APPROVAL OF CONSENT AGENDA WITH NO ALTERATIONS

M/S: Timm/Timms

To approve the Consent Agenda.

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

CONSENT AGENDA

1. Approve City Council regular meeting minutes of 06-21-2023, special meeting minutes of 06-28-2023, and joint special meeting minutes of 06-28-2023
2. Approve check registers dated 06-22-2023, 06-29-2023, 07-05-2023, 07-12-2023, 07-13-2023, 07-18-2023
3. Approve Resolution No. 1596.47 authorizing the levy of annual special tax roll for Scotts Valley Drive for Community Facilities District 97-1 for Fiscal Year 2023-24
4. Approve Designation of Voting Delegate for 2023 League of California Cities Annual Conference
5. Approve Resolution No. 514.19 amending the Conflict of Interest Code for designated positions
6. City Council response to the Santa Cruz County Citizen Grand Jury Report regarding Cybersecurity
7. Award Professional Services Agreement: Environmental Innovations
8. Award Quote for Equipment Purchase: Insight
9. Approve Resolution No. 1007.36 revising prior years Gann Initiative appropriations and setting appropriation limits for FY 2023-24.
10. Adoption of Investment Policy for 115 Trust
11. Approve lease agreement between the City of Scotts Valley and the County of Santa Cruz for the Scotts Valley Library

REGULAR AGENDA

1. Future Council Agenda Items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 6:20 PM to discuss the following item:

CLOSED SESSION SUBJECT(S)

1. Conference with labor negotiator regarding employee negotiations with SEIU Local 521, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association, Scotts Valley Mid-Management Association, and Management and Confidential Group
Legal Authority: Government Code 54957.6
Staff Present: City Manager, City Attorney, Administrative Services Director

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:21 PM.

REPORT ON ACTION TAKE DURING CLOSED SESSION

City Attorney Powell announced that there was nothing to report from the Closed Session.

ADJOURNMENT

The meeting adjourned at 7:21PM.

Approved: _____
Jack Dilles, Mayor

Attest: _____
Cathie Simonovich, City Clerk

SCOTTS VALLEY ACCOUNTS PAYABLE
07/28/2023 14:43:28 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.19 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 72723 COMMENT... 06/30/2023 A/P #4

DATA-JE-ID DATA COMMENT

W-07272023-027 06/30/2023 A/P #4

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000182 A SIGN ASAP	127404	07/27/23	327.06	
	001670 AT &T	127405	07/27/23	284.97	
	001659 CALIFORNIA BUILDING	127406	07/27/23	189.00	
	001553 CARD SHARK INC/THE	127407	07/27/23	252.43	
	005070 COMCAST	127408	07/27/23	1,050.55	
	000037 CRYSTAL SPRINGS WATER CO	127409	07/27/23	73.10	
	003043 CSG CONSULTANTS, INC	127410	07/27/23	29,885.50	
	005047 CUMMING MANGEMENT GROUP,	127411	07/27/23	21,443.75	
	000274 DEPT OF CONSERVATION	127412	07/27/23	593.08	
	000274 DEPT OF CONSERVATION	127413	07/27/23	2,353.87	
	005076 DREW DENTAL CORP	127414	07/27/23	51.20	
	.15969 EAGLE AM	127415	07/27/23	25.00	
	001881 GRAINGER	127416	07/27/23	176.15	
	000835 INTERSTATE SALES	127417	07/27/23	9,507.73	
	004041 INTERWEST CONSULTING GRO	127418	07/27/23	2,316.25	
	004024 K & D LANDSCAPING, INC.	127419	07/27/23	1,007.00	
	003292 KIMLEY-HORN & ASSOCIATES	127420	07/27/23	3,573.53	
	003331 KOFFLER ELECTRICAL MECHA	127421	07/27/23	14,674.90	
	006014 MAXINE HELENE MCCARTHY	127422	07/27/23	675.00	
	000218 MID VALLEY SUPPLY	127423	07/27/23	107.15	
	000939 NATIONAL COMTEL NETWORK	127424	07/27/23	7.14	
	000323 NBS GOVERNMENT FINANCE G	127425	07/27/23	4,662.50	
	000101 PACIFIC GAS & ELECTRIC C	127426	07/27/23	32.95	
	000101 PACIFIC GAS & ELECTRIC C	127427	07/27/23	170.91	
	001857 PHOENIX GROUP	127428	07/27/23	420.36	
	005069 QUINN COMPANY	127429	07/27/23	3,145.65	
	003572 REGIONAL GOVERNMENT SERV	127430	07/27/23	363.21	
	004064 S.C. UNDERGROUND & PAVIN	127431	07/27/23	3,991.27	
	000134 S.V. WATER DISTRICT	127432	07/27/23	11,650.00	
	.15970 SALINAS VALLEY PRO SQUAD	127433	07/27/23	243.59	
	001544 SANTA CRUZ COUNTY CONFER	127434	07/27/23	24,603.48	
	005021 SCOTTS VALLEY ED. FOUNDA	127435	07/27/23	5,000.00	
	003745 SCOTTS VALLEY HOTEL LP	127436	07/27/23	17,110.58	
	005038 SECURITY SHORING &	127437	07/27/23	234.00	
	003757 SWEDBERG ELECTRIC INC.	127438	07/27/23	4,097.50	
	005086 TUBULAR FLOW, INC.	127439	07/27/23	3,680.00	
	GENERAL CHECKING ACCOUNT			167,980.36	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				167,980.36

RECORDS PRINTED - 000048

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	123,212.94
004	RECREATION	368.95
005	SMIP	2,946.95
010	WASTEWATER OPERATIONS	254.22
011	TERTIARY TREATMENT PLANT	18,772.40
027	POLICE FACILITY BUILDING	481.25
028	SENIOR CENTER	708.00
035	GREEN BUILDING FUNDING	189.00
112	DENTAL INS INTERNAL SERV	51.20
123	COMMUNITY FACILITY CENTER	32.95
150	GENERAL CAPITAL IMPROVEMENTS	3,181.25
155	TRANSPORTATION FUNDS-MEAS D	17,781.25
TOTAL ALL FUNDS		167,980.36

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	167,980.36
TOTAL ALL BANKS		167,980.36

SCOTTS VALLEY ACCOUNTS PAYABLE
07/28/2023 12:14:45 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.19 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 072723 COMMENT... 07/27/23 A/P

DATA-JE-ID DATA COMMENT

W-07272023-025 07/27/23 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
001055	ADAMSON POLICE PRODUCTS	127352	07/27/23	703.68
001405	AFLAC-FLEX ONE	127353	07/27/23	632.83
003758	ASCANI, PSY.D./CORIE L.	127354	07/27/23	225.00
000998	ASSOCIATED SERVICES CO.	127355	07/27/23	135.90
001670	AT &T	127356	07/27/23	166.03
000097	AT&T	127357	07/27/23	149.95
000437	BRASS KEY LOCKSMITH	127358	07/27/23	6.56
001566	BUSINESS WITH PLEASURE	127359	07/27/23	120.72
002091	COMCAST	127360	07/27/23	359.52
002091	COMCAST	127361	07/27/23	303.66
.15967	COUNTY OF SANTA CLARA	127362	07/27/23	701.13
001362	DUNCAN AUTO TECH	127363	07/27/23	487.83
000054	EWING IRRIGATION PRODUCT	127364	07/27/23	1,307.93
000202	FEDERAL EXPRESS	127365	07/27/23	325.26
003253	FIRST ALARM	127366	07/27/23	289.02
001881	GRAINGER	127367	07/27/23	184.70
003976	INTRADO LIFE & SAFETY	127368	07/27/23	2,431.59
004024	K & D LANDSCAPING, INC.	127369	07/27/23	543.00
000409	LC ACTION POLICE SUPPLY	127370	07/27/23	292.87
001673	LINCOLN FINANCIAL GROUP	127371	07/27/23	1,546.23
000078	LLOYD'S TIRE SERVICE INC	127372	07/27/23	234.16
003389	LOCKE/CERINA	127373	07/27/23	34.95
003913	LONG/AMANDA	127374	07/27/23	111.50
003403	MAR-KEN INTERNATIONAL PO	127375	07/27/23	260.00
001926	MICROTECH SCIENTIFIC	127376	07/27/23	245.57
000218	MID VALLEY SUPPLY	127377	07/27/23	728.54
004022	OPENGOV, INC.	127378	07/27/23	109,025.00
003977	PECKHAM & MCKENNEY	127379	07/27/23	8,333.33
000723	PIED PIPER INC./THE	127380	07/27/23	2,450.00
000785	PITNEY BOWES BANK INC.	127381	07/27/23	5,000.00
003503	PURETEC INDUSTRIAL WATER	127382	07/27/23	159.31
000463	RALEY'S	127383	07/27/23	78.91
000111	S V CHAMBER OF COMMERCE	127384	07/27/23	25,000.00
001823	SANTA CRUZ CO ENVIRONMEN	127385	07/27/23	1,110.00
003957	SANTA CRUZ/CITY OF	127386	07/27/23	2,100.00
000133	SCOTTS VALLEY SPRINKLER	127387	07/27/23	215.58
000228	SOIL CONTROL LAB	127388	07/27/23	1,123.00
001844	STERLING WATER TECHNOLOG	127389	07/27/23	2,880.00
003757	SWEDBERG ELECTRIC INC.	127390	07/27/23	5,816.40
001085	SYCAL ENGINEERING INC	127391	07/27/23	7,978.95
006013	THE FREE SPIRIT KITCHEN	127392	07/27/23	2,000.00
000646	UNDERGROUND SERVICE ALER	127393	07/27/23	6,598.61
003924	VIRTUAL PROJECT MANAGER	127394	07/27/23	1,000.00
000151	VISION SERVICE PLAN	127395	07/27/23	1,316.70
003145	WAGE WORKS	127396	07/27/23	313.03
000443	WALPOLE/STEVE	127397	07/27/23	250.20
000443	WALPOLE/STEVE	127398	07/27/23	275.20
.15968	WASTEWATER TECHNOLOGY TR	127399	07/27/23	550.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	003576 WEBER,HAYES, & ASSOCIATE	127400	07/27/23	4,406.85	
	000154 WINCHESTER AUTO STORES	127401	07/27/23	146.14	
	003971 WIZIX TECHNOLOGY GROUP,	127402	07/27/23	22.00	
	001625 YOSHIDA DDS/NOREEN	127403	07/27/23	640.00	
	GENERAL CHECKING ACCOUNT			201,317.34	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				201,317.34

RECORDS PRINTED - 000109

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	142,716.84
004	RECREATION	2,070.17
010	WASTEWATER OPERATIONS	14,072.68
011	TERTIARY TREATMENT PLANT	2,472.45
012	WASTEWATER CAPITAL RESERVE	12,138.90
023	SVRDA SUCCESSOR AGENCY	25,000.00
028	SENIOR CENTER	1,559.49
112	DENTAL INS INTERNAL SERV	1,276.90
123	COMMUNITY FACILITY CENTER	9.91
TOTAL ALL FUNDS		201,317.34

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	201,317.34
TOTAL ALL BANKS		201,317.34

SCOTTS VALLEY ACCOUNTS PAYABLE
08/03/2023 13:36:23 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.19 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 080323 COMMENT... 08/03/2023 A/P

DATA-JE-ID DATA COMMENT

W-08032023-038 08/03/2023 A/P

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			Y	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	005060 A.BAGLEY CPA TAX &	127440	08/03/23	112.50	
	000041 ACC BUSINESS	127441	08/03/23	1,218.93	
	001818 ALLIANT INSURANCE SERVIC	127442	08/03/23	273.00	
	000652 ANDERSON PACIFIC ENG INC	127443	08/03/23	6,349.82	
	001631 ART CLEANERS	127444	08/03/23	2,204.83	
	003978 ARTHUR DEAN SANDERS, JR.	127445	08/03/23	5,000.00	
	000097 AT&T	127446	08/03/23	1,030.18	
	001373 BAY TREE, LLC	127447	08/03/23	3,620.38	
	000018 BRINK'S AWARDS & SIGNS	127448	08/03/23	376.36	
	003894 BURKE, WILLIAMS & SORENS	127449	08/03/23	531.00	
	001566 BUSINESS WITH PLEASURE	127450	08/03/23	44.78	
	000389 DASSEL'S PETROLEUM INC	127451	08/03/23	493.30	
	000389 DASSEL'S PETROLEUM INC	127452	08/03/23	548.35	
	000389 DASSEL'S PETROLEUM INC	127453	08/03/23	3,237.71	
	.15971 FRED WILSON	127454	08/03/23	979.24	
	003976 INTRADO LIFE & SAFETY	127455	08/03/23	7,294.75	
	004024 K & D LANDSCAPING, INC.	127456	08/03/23	720.02	
	001372 KURATOMI DDS/REED K	127457	08/03/23	321.60	
	001591 MARKELL/ROD	127458	08/03/23	1,974.00	
	000083 MISSION UNIFORM SERVICE	127459	08/03/23	525.04	
	001418 MONTEREY REGIONAL	127460	08/03/23	6,003.60	
	001965 MURRAY/DON	127461	08/03/23	296.00	
	000323 NBS GOVERNMENT FINANCE G	127462	08/03/23	3,053.03	
	006010 OGLE-YOUMANS/BRIAN	127463	08/03/23	18.64	
	006002 PATZKE/SEAVANA	127464	08/03/23	1,080.00	
	004045 PDNC, INCORPORATED	127465	08/03/23	35,944.13	
	.15972 PRESS BANNER	127466	08/03/23	250.00	
	001097 PRODESSE PROPERTY GROUP	127467	08/03/23	3,523.52	
	003559 ROBERTS/MEREDITH	127468	08/03/23	296.00	
	000134 S.V. WATER DISTRICT	127469	08/03/23	6,391.45	
	000985 SANTA CRUZ/COUNTY OF	127470	08/03/23	5,000.00	
	001085 SYCAL ENGINEERING INC	127471	08/03/23	23,206.82	
	005086 TUBULAR FLOW, INC.	127472	08/03/23	470.00	
	005093 WEX BANK	127473	08/03/23	6,864.40	
	GENERAL CHECKING ACCOUNT			129,253.38	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				129,253.38

RECORDS PRINTED - 000061

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	72,544.33
004	RECREATION	108.34
010	WASTEWATER OPERATIONS	19,418.97
011	TERTIARY TREATMENT PLANT	2,300.00
012	WASTEWATER CAPITAL RESERVE	20,906.82
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
028	SENIOR CENTER	125.35
077	SKYPARK MAINT ASSESS DIST	1,066.97
090	SV DRIVE A REDEMPTION	3,053.03
112	DENTAL INS INTERNAL SERV	321.60
123	COMMUNITY FACILITY CENTER	290.07
TOTAL ALL FUNDS		129,253.38

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	129,253.38
TOTAL ALL BANKS		129,253.38

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Response to Santa Cruz Civil Grand Jury Reports on Housing and Continuity**

SUMMARY OF ISSUE

On June 2, 2023, the Santa Cruz County Civil Grand Jury published its fourth report this year titled "Housing our Workers" regarding the affordable housing challenges across Santa Cruz County. In addition, the Grand Jury published a fifth report titled "Honoring Commitments to the Public." This report reviews the extent to which responses of Scotts Valley, Santa Cruz, Capitola, Watsonville and Santa Cruz County to the Grand Jury's Fiscal year 2019-2020 reports were addressed and provides additional related findings and recommendations.

The Scotts Valley City Council is required to respond to the Citizen Grand Jury reports within 90 days of the publication date per California Penal Code 933(c).

The tables below summarize the Findings and Recommendations provided by the Grand Jury and the short response by Scotts Valley. The full reports and responses are attached and provide a detailed explanation of the City's responses where appropriate and required.

Report 4 Summary of Findings and Recommendations for Scotts Valley

F1. While all city and county planning departments have demonstrated a good understanding of the new State housing laws and the need to facilitate more housing, the failure to do so in a timely manner has served to further decrease the availability of housing and further increase the need and cost of more housing.	Partially Disagree
F9. The City of Scotts Valley has facilitated the building of market rate housing in recent years, but has made little effort to develop housing for low income workers	Partially Disagree
F10. The City of Scotts Valley has made little progress towards developing the Town Square project which could accommodate both business and housing.	Partially Disagree

F11. The City of Scotts Valley claims to have significantly fewer resources to attract housing planners and builders than do the bigger municipalities of Santa Cruz, Watsonville and the County of Santa Cruz, but that does not mean the City should be exempt from the need to construct housing for local low income workers.	Agree
F12. While all local municipalities have voiced support for prioritizing housing for local workers, only some of them have clear local preference guidelines that give some priority to local workers. Without clear guidelines and incentives, new housing is more likely to be purchased by those who do not live and work here.	Agree
F13. All municipalities are trying to identify and facilitate the building of housing projects, but most of that is done independently of the other municipalities or with outside partners. Since workforce housing and transportation gridlock is a county-wide problem, all county municipalities need to work more closely together and with property owners to develop housing solutions.	Partially Disagree
R6. By the end of 2023 the City of Scotts Valley should identify enough parcels of land, zoned appropriately, to meet the new RHNA housing allocations for all income levels, especially low income housing. (F9)	Has been implemented
R7. By the end of 2023, the City of Scotts Valley should show significant progress towards planning and facilitating the construction of mixed use businesses and housing on identified parcels of land in the City. (F10)	Has been implemented
R8. By the end of 2023, the City of Scotts Valley should demonstrate a plan to work with other county municipalities as well as other for profit and non-profit agencies to develop low income housing for workers in the City. (F9 – F11)	Has been implemented
R9. By the end of 2023 the City of Scotts Valley should develop clear, measurable guidelines to ensure that local preference is given to local workers in the construction of low income housing. (F12)	Has been implemented
R10. By the end of 2023 the City of Scotts Valley should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)	Has been implemented

Report 5 Summary of Findings and Recommendations for Scotts Valley:

F1. The 2022-2023 Grand Jury reviewed responses to five of the 2019-2020 reports and found that, in general, commitments were kept.	Agree
F2. The evident coordination of responses from agencies leaves the public without independent contributions across agencies.	Disagree
F6. Although the Cities of Capitola, Scotts Valley, and Watsonville agreed that there appear to be unused or underutilized parcels of land that could possibly be used for homeless services, it is not clear how this could be done.	Agree
F8. Staffing shortages made automating the process for updating the website of the City of Santa Cruz and redesigning the website of the City of Scotts Valley more difficult.	Agree
R1. All agencies should provide their own independent responses to findings and recommendations instead of referring to the response of another agency.	Will not be implemented
R2. We continue to recommend that all organizations create and regularly update formal records of the actions they take to address Grand Jury recommendations, and to share those records with the public, in accordance with CA Penal Code Section 933(c).	Has been implemented.
R5. As recommended in the 2022 "Homelessness Action Plan," the Cities of Capitola, Scotts Valley, and Watsonville should collaborate with leaders from the County of Santa Cruz and the City of Santa Cruz to identify 20 new locations for shelters across the county. These cities should report on the status of this recommendation no later than December 31, 2023.	Will not be implemented.
R6. The County of Santa Cruz and the four cities should plan to provide services for homeless persons at the sites identified in their plans, including but not limited to supportive housing, case management, and medical services. The County of Santa Cruz and the four cities should report to the Grand Jury on the status of providing homeless services at the sites identified no later than December 31, 2023.	Will not be implemented.

R9. The City of Scotts Valley should verify that their commitment to redesign their website to afford transparency, accessibility, and ease of use to all stakeholders has been completed by October 31, 2023.	Has been implemented.
--	-----------------------

FISCAL IMPACT

There is no fiscal impact associated with submitting these Grand Jury report responses.

STAFF RECOMMENDATION

It is recommended that the City Council direct staff to submit the attached responses on behalf of the City Council to the Santa Cruz County Grand Jury regarding their reports on housing and continuity by September 5, 2023.

TABLE OF CONTENTS

1. 2023-4_Housing_Report
2. Grand Jury Response 2023-08-16 Housing
3. 2023-1_Continuity_Report
4. 2023 CGJ Continuity ScottsValley Response



SANTA CRUZ COUNTY
Civil Grand Jury

701 Ocean Street, Room 318-I
Santa Cruz, CA 95060
(831) 454-2099
grandjury@scgrandjury.org

Housing Our Workers

Essential Workers Need Affordable Housing!

Summary

The cost of housing has risen dramatically, especially in the past five years, not just in Santa Cruz County but all over the state of California. There were some clear issues, the 2008 recession, the COVID crisis, the rise of Airbnb, but the biggest reason is that municipalities stopped building new housing. The numbers of unhoused people increased, and employers found it harder and harder to find and keep employees. The reason that prospective employees most often gave for not coming to work here was the scarcity and cost of housing. Over the past several years, California has enacted several laws to encourage, and even require, all municipalities to build more housing, especially more affordable housing for essential workers..

The four cities, Capitola, Santa Cruz, Scotts Valley and Watsonville, as well as the County of Santa Cruz, have all begun identifying suitable properties and have begun making zoning changes to build more housing. The five municipalities (the county and the four cities) are at various stages in this process and now face even higher affordable housing goals in the Sixth Cycle Housing Element, which is due to the State at the end of December.

The Santa Cruz County Civil Grand Jury's overall findings and recommendations encompass the following:

- How well each of the five municipalities have met current housing goals
- How well the public understands the need for more workforce housing
- How well each municipality is positioned to meet future housing goals
- How each municipality can use housing laws, grants and partnerships to make housing more affordable

Table of Contents

Background	3
Scope and Methodology	6
Investigation	7
Examination and Summary of New California Housing Laws	7
Housing Elements, AMI and RHNA ... What Does That Mean?	8
City of Capitola	9
City of Watsonville	9
City of Scotts Valley	10
City of Santa Cruz	10
Unincorporated areas of Santa Cruz County	10
How is Santa Cruz County Reacting to the New Laws?	11
Housing Laws: Opposition and Support	15
NIMBY and CEQA in Santa Cruz	15
California Cities Ignore RHNA Allocations at Their Own Peril	15
Support for Housing Laws and YIMBY in Santa Cruz	15
Conclusion	17
Findings	18
Recommendations	19
City of Capitola:	19
City of Scotts Valley:	19
County of Santa Cruz:	20
City of Santa Cruz	20
City of Watsonville:	21
Commendations	21
Required Responses	22
Invited Responses	22
Definitions	22
Sources	25
References	25
Additional Resources Not Cited in the Report	32
Appendix A – Progress on 5th Housing Cycle	34
Appendix B – Summary of State Housing Laws	37

Background

Over the past few years we have heard a lot about essential workers, those who keep our community running. We depend on these workers to educate our children, take care of our medical and dental needs, keep our communities safe, maintain our food supply, provide public transportation, and keep our streets clean. These workers are being squeezed out of the housing and rental markets in Santa Cruz County. Almost daily there are news reports of teacher and bus driver shortages, police departments that can't find enough qualified officers, stores and restaurants that have to reduce hours because they can't find enough workers.

The Santa Cruz area was recently designated the second most expensive place to live in the country with the average home price of \$1.5 million and the average rent for an apartment at over \$3,000/month.^{[1][2]} Watsonville is somewhat less expensive at an \$800,000 average price for a home and an average rent of \$2,000.^{[1][2]} These prices are beyond the reach of many of our essential middle income workers. In order to buy the average home in the Santa Cruz area, a worker with \$50,000 down payment would have to make \$400,000/year and the monthly payments would be \$8,830/month.^[2] In Watsonville, a worker would need to make \$200,000/year to afford to buy the average house with monthly payments of \$4,345.^[2]

Although salaries have gone up in many areas, the average annual teacher salary is only about \$70,000.^[3] The average full time firefighter makes less than \$60,000 and a school custodian makes about \$50,000.^[3] The average registered nurse makes \$100,000.^[4] According to the Transparent California website, the average Santa Cruz Metro driver makes about \$68,000 in salary and another \$60,000 in overtime, still not enough to buy the average house in Watsonville! In a recent survey from the California Association of Realtors, just one in five residents in the Bay Area can afford to buy a home at current prices.^[5]

While our communities have programs to help low income residents, (individuals who make less than \$35,000/year), there is little to help essential middle income workers who can't afford the rent or housing prices, yet have jobs in our community.

The report calculates a "housing wage" for Santa Cruz County of \$60.35 an hour.... At \$3,138 per month for a two-bedroom rental, tenants would need to work four full-time minimum-wage jobs, at \$15 an hour, to afford rent....^{[6][7]}

Figure 1 below shows that in Santa Cruz County many workers are spending nearly 50% of their income on mortgage.

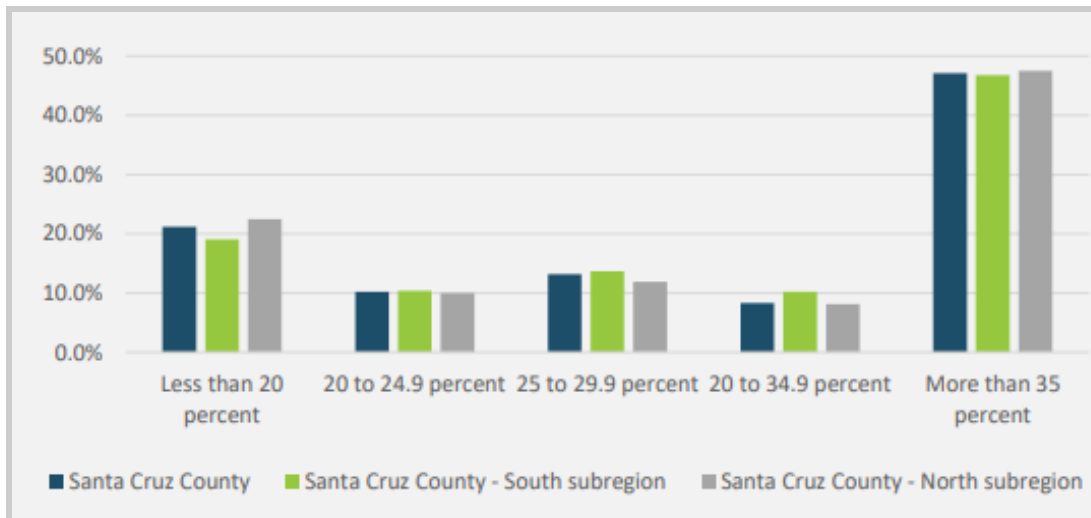


Figure 1. Percentage of income spent on mortgage.^[8]

Many local employers are reporting difficulty attracting and keeping workers.^[9] Cabrillo College reports that 11% of workers commute from outside Santa Cruz County ^[10], and Pajaro Valley Unified School District reports that over the last two and a half years, 9.24% of those resigning from the district left to move out of state and 11.65% of those resigning left to accept jobs with better salary and housing options outside of the County.^[11] Salary schedules from the City of Santa Cruz show that neither police officers nor firefighters make a salary high enough to comfortably afford housing in this County.^{[12] [13]}

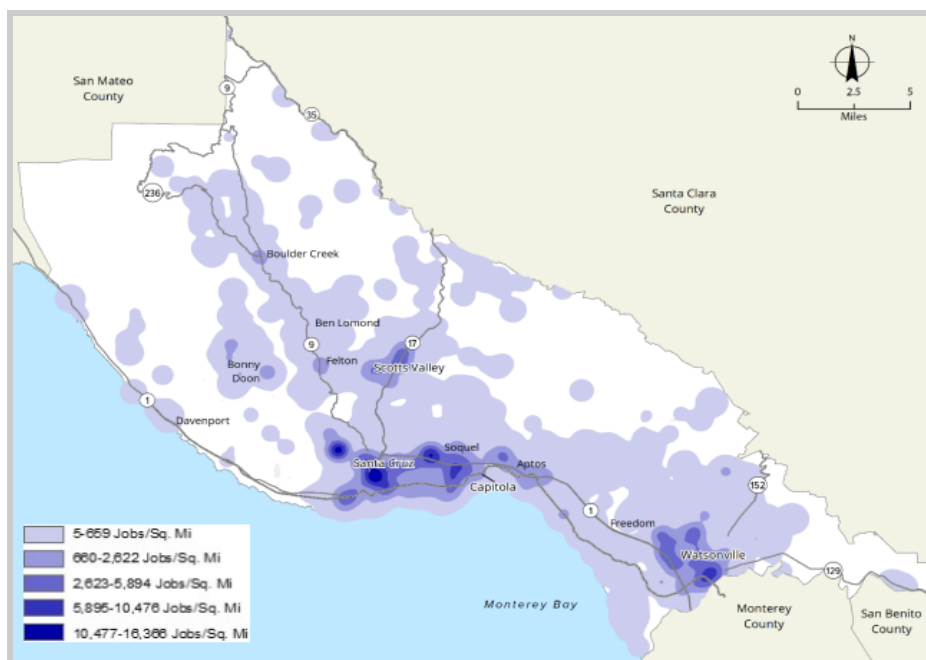


Figure 2. Where people work in Santa Cruz County.^[14]

As Figure 2 above shows, much of our workforce is commuting from south county to jobs primarily located in the central part of the county. Many essential workers make less than the Santa Cruz County housing wage of \$60.35/hour. No wonder Hwy 1 is clogged with traffic driving to and from Watsonville and points south and east of here where it is cheaper to live.^{[15] [16]}

The cost of housing in coastal California has outpaced increases in wages and salaries over the same period of time while the supply of affordable housing has decreased relative to the increasing population. According to the Santa Cruz County Planning Department:

The difficulty is not just the cost of housing, but specifically the cost of housing in relationship to local incomes.^[17]

How did we get in this predicament? There are many reasons for the lack of housing overall in Santa Cruz County. The 2022 state publication, “A Home for Every Californian”^[18] lists several reasons:

- High costs of land, materials and labor
- Insufficient land zoned and available for housing
- Financial support constraints
- Opposition to neighborhood change
- Numerous, varied and opaque regulatory hurdles
- Social pressure to limit population growth
- Lack of federal support and expiring subsidies for affordable homes

In addition, after the growth following the construction of the University of California at Santa Cruz (UCSC) and the fight over preserving the north coast and Lighthouse Field, a no-growth mentality was pervasive in Santa Cruz County.^[19] We just stopped building enough houses. Figure 3 below shows construction of housing peaked in the 1970s and then fell sharply in the next three decades.

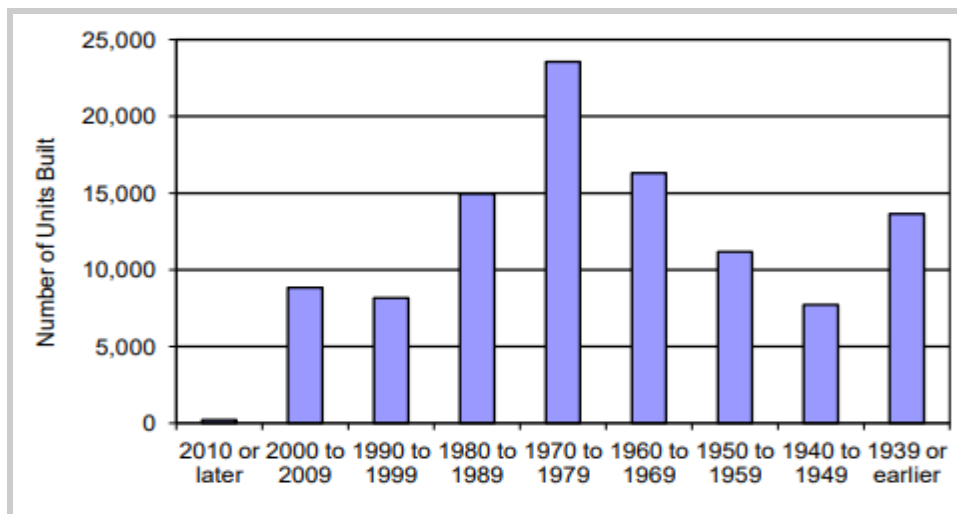


Figure 3. Housing construction in Santa Cruz County by decade built.^[20]

The population of UCSC and Santa Cruz County in general continued to grow despite the slow pace of housing construction. The cost of housing continued to rise making it difficult first for low income workers and, eventually, for middle income workers to afford to live in Santa Cruz County municipalities.^[8]

What can be done to address housing availability and cost in Santa Cruz County municipalities?

Scope and Methodology

In this investigation the Santa Cruz County Civil Grand Jury examined key elements in providing affordable housing for middle class workers in Santa Cruz County, those that earn more than \$35,000/year but less than \$100,000/year. It focused on answering the following questions:

- What affordable housing options are available in Santa Cruz County to support middle class workers?
- Are employers offering housing support to their employees?
- What can local city and county planning departments do to provide more housing for these workers.?
- What changes are needed in the planning and permit process to make it easier to build more workforce housing in our cities and unincorporated areas?
- How can local jurisdictions leverage recent State of California bills and initiatives to encourage more housing here?
- How can local agencies work together to help support housing for local workers?
- What changes are needed to plan for the future housing needs of our workforce?
- What is UCSC doing to help house its students, faculty and staff?

During this investigation the Jury interviewed county planners from each of the four cities, Capitola, Santa Cruz, Scotts Valley and Watsonville, and the County of Santa Cruz. It also interviewed community members who were housing advocates as well as those who were housing skeptics. It collected information from Civil Grand Jury investigations in Santa Clara County, Marin County and Santa Barbara County. It asked some employers for information regarding employee hiring and retention. It examined the new state housing laws and the 2015 Housing Elements for each of the 5 municipalities in the county. Members attended municipal planning meetings and community meetings regarding proposed housing developments and read numerous articles regarding housing from a variety of local news sources.

Investigation

Examination and Summary of New California Housing Laws

The Santa Cruz County Civil Grand Jury began its investigation by examining the new California housing laws that have been passed during the last few years in an effort to galvanize cities and counties into building more housing. California passed a series of laws to boost housing production beginning in 2017 in an effort to:

- Streamline the building of new homes
- Break down barriers to build more affordable housing
- Address systematic bias by elevating fair housing principles
- Hold governments more accountable to approve housing construction

The more well-known laws include:

- Senate Bill 9 (SB9) signed in 2022 which allows ministerial approval to convert homes into duplexes and split lots to allow up to 4 units on a lot.
- SB10 which allows “up to 10 dwelling units on any parcel within a transit-rich area or an urban infill site.”
- SB290 which ‘grants bonuses, concessions, waivers and parking reductions to projects with qualifying affordable housing.’^[21] Usually market rate allows for only 20% affordable units. A builder can qualify for more than 20% affordable units (density bonus) by meeting some of the criteria for SB290.
- Nonprofit Housing Organizations can qualify for increased density bonuses when purchasing a property under SB728.^[21]
- Other laws that make it easier to construct Accessory Dwelling Units (ADUs).

The laws that much of the public has already heard about are the laws that permit zoning changes to allow up to 10 units per residential lot (SB10) and the laws that permit cities to ease the process for building ADUs.^[22] The streamlined process for building ADUs has been popular, and many cities, particularly Capitola with less buildable land, have encouraged the construction of ADUs.^[23] The City has even provided building code approved plans for construction.^[24] While the Capitola guidelines state that ADUs cannot be used as vacation rentals, it is unknown whether or not those guidelines are enforced.^[24]

One of the most important laws that was passed was SB330 in 2019, later extended by SB8, that limits the ability of local municipalities to prolong the housing application process through repeated hearings and shifting requirements. Many people may have seen the term “objective standards.” SB35 passed in 2017 and clarified by AB1174 in 2021, allows for streamlined approval of a housing project that meets a set of objective standards for zoning, subdivision and design review.^[21]

See [Appendix B](#) for more detailed information about relevant Housing Laws

Housing Elements, AMI and RHNA ... What Does That Mean?

Not only have there been dozens of new state laws designed to increase housing production, but California has also required that every municipality (cities and counties) meet specific housing goals.^[25] Every eight years since 1969, California has required cities and counties to submit detailed Housing Element plans that show how they would accommodate the building of a number of homes across a range of affordability levels. For years, most communities, including many of those in Santa Cruz County have paid very little attention to the Housing Element.^{[26] [27]}

That all changed with the passage of the new housing laws. Beginning with the 2015-2022 Housing Element, municipalities were required to build a specific amount of housing for each income level calculated as a percentage of the Area Median Income (AMI). Figure 4 below shows the calculated income level for each category in Santa Cruz County.

SANTA CRUZ COUNTY INCOME LIMITS FOR STATE PROGRAMS					
Effective Date:		April 26, 2021			
Area Median:		\$111,900			
Number of Persons in Family	Extremely Low 30% of Median	Very Low 50% of Median	Low 80% of Median	100% of Median	120% of Median (Moderate)
1	29200	48650	78050	78350	94000
2	33400	55600	89200	89500	107450
3	37550	62550	100350	100700	120850
4	41700	69500	111500	111900	134300
5	45050	75100	120450	120850	145050
6	48400	80650	129350	129800	155800
7	51750	86200	138300	138750	166550
8	55050	91750	147200	147700	177300
9	58400	97300	156100	156650	188050
10	61700	102850	165050	165600	198800
11	65050	108450	173950	174550	209550
12	68400	114000	182900	183500	220300

Figure 4. Calculated income category levels for 2021 in Santa Cruz County.^[28]

Based upon this chart from 2021, a family of four would be considered moderate income if they earned \$134,300/year, median income if they earned \$111,900/year, low income if they earned \$111,500/year, very low income if they earned \$69,500/year and extremely low income if they earned \$41,700/year.

The Regional Housing Needs Assessment (RHNA) is determined by the California Department of Housing and Community Development (HCD) for each major metropolitan area based upon the AMI for the area and the projections for population growth and additional housing that would be needed over each 8 year period. Santa

Cruz County is part of the Association of Monterey Bay Area Governments (AMBAG). Our area is in the final year of the 5th Housing Element Cycle, and area municipalities are beginning to work on the 6th Housing Element Cycle due December 31, 2023.

So...how are we doing? The Jury's interviews with the different planning directors and housing advocates in our community show some clear signs of progress, and a lot of room for improvement. In the 5th Housing Element Cycle, AMBAG cities in Santa Cruz and Monterey Counties were expected to permit roughly 10,430 housing units from January 2014 to December 2023. The snapshot from September 3, 2021 below shows the progress of Santa Cruz, Watsonville, unincorporated Santa Cruz County, Capitola and Scotts Valley towards that goal.^[29]

See [Appendix A](#) for more information on 5th Housing Cycle progress

As of last year, only the City of Santa Cruz^[30] is on track to meet the RHNA goals for housing during the 5th Housing Element Cycle, and the City of Watsonville^[31] will come close.^{[32] [33]} Scotts Valley and Capitola made almost no attempt to build housing for low income or extremely low income workers. Santa Cruz County has approved zoning changes to support construction of mixed use projects along Portola Drive.^[34]

Last spring, the state of California set the housing goals for each region. AMBAG, our region, set the 6th Housing Element construction goals for each local municipality. Those goals have **quadrupled** from the previous 5th Cycle goals, which most municipalities did not meet as of May, 2022.^[35]

The draft goals for housing development from Dec. 31, 2023 to Dec. 15, 2031 are outlined below by jurisdiction followed by their progress towards the 5th Element goals as reported in May, 2022.^[35]

City of Capitola

- 1,336 new homes are targeted to be built by 2031. More than half of the new homes would be required to be affordable for people with “low” or “very low” incomes. Income limits are set by the state. The new housing construction goal is more than nine times Capitola's current goal.
- The current goal—which the City has not met—calls for Capitola to permit 143 new homes between Dec. 31, 2015 and Dec. 31, 2023. The City has permitted 53 homes in that period. Planners have issued one of 34 required permits for “very low income” units and zero of 23 required permits for “low income” units.

City of Watsonville

- 2,053 new homes are targeted by the end of 2031, including 469 affordable units for people with “low” or “very low” incomes. That's nearly three times Watsonville's current goal, which the City has not met.
- Since Dec. 31, 2015, Watsonville has issued 302 of 700 permits required by the end of 2023. To meet the current goal, the City must permit 148 “very low income” units, 100 “low income” units, 113 “moderate income” units and 37 market-rate units by the end of 2023.

City of Scotts Valley

- 1,220 new homes are targeted by the end of 2031, including 649 affordable homes for people with “low” or “very low” incomes. That goal is nearly nine times Scotts Valley’s current goal, which the City has not met. Since Dec. 31, 2015, Scotts Valley has issued 18 of 82 permits for “moderate,” “low” and “very low income” units required by the end of 2023. The City has exceeded the state’s goal for market-rate unit development.

City of Santa Cruz

- 3,736 new homes are targeted by 2031, including about 1,400 affordable homes for people with “low” or “very low” incomes. That goal is five times Santa Cruz’s current goal.
- The City must still permit 123 of 180 required permits for “very low income” affordable units by Dec. 31, 2023 to meet its current RHNA goals. Santa Cruz has exceeded state development goals for market-rate and affordable units for other income categories.

Unincorporated areas of Santa Cruz County

- 4,634 new homes are targeted by 2031, including 1,492 affordable units for people with “very low” incomes. unincorporated Santa Cruz County includes the San Lorenzo Valley, the North Coast, Live Oak, Aptos, La Selva Beach, Freedom and other areas. That goal is about three times the area’s current goal, which has not been met.
- The County of Santa Cruz must issue 335 permits for “very low” and “low income” units and 267 permits for market-rate units by the end of 2023 to meet the state’s goal.

The Santa Cruz County Civil Grand Jury’s research has found that all Santa Cruz County municipalities are aware of the new state housing laws as well as the new RHNA housing allocations, although there is some disagreement about feasibility. It found much agreement with the need to construct more housing as well as the desire to do so within the existing urban areas rather than expanding into existing green spaces. Urban areas are closer to jobs and transportation hubs and less costly to maintain roads and utilities compared to areas like the Santa Cruz Mountains.^[27]

Most county municipalities have already identified properties along transportation and urban corridors and made the necessary zoning and building code changes to build more housing. Figure 5 below is hard to read, but it shows the areas in pink that the County of Santa Cruz has designated for more housing. Note that the County is only proposing housing (pink areas) in the center of the County, the area where many jobs are located.

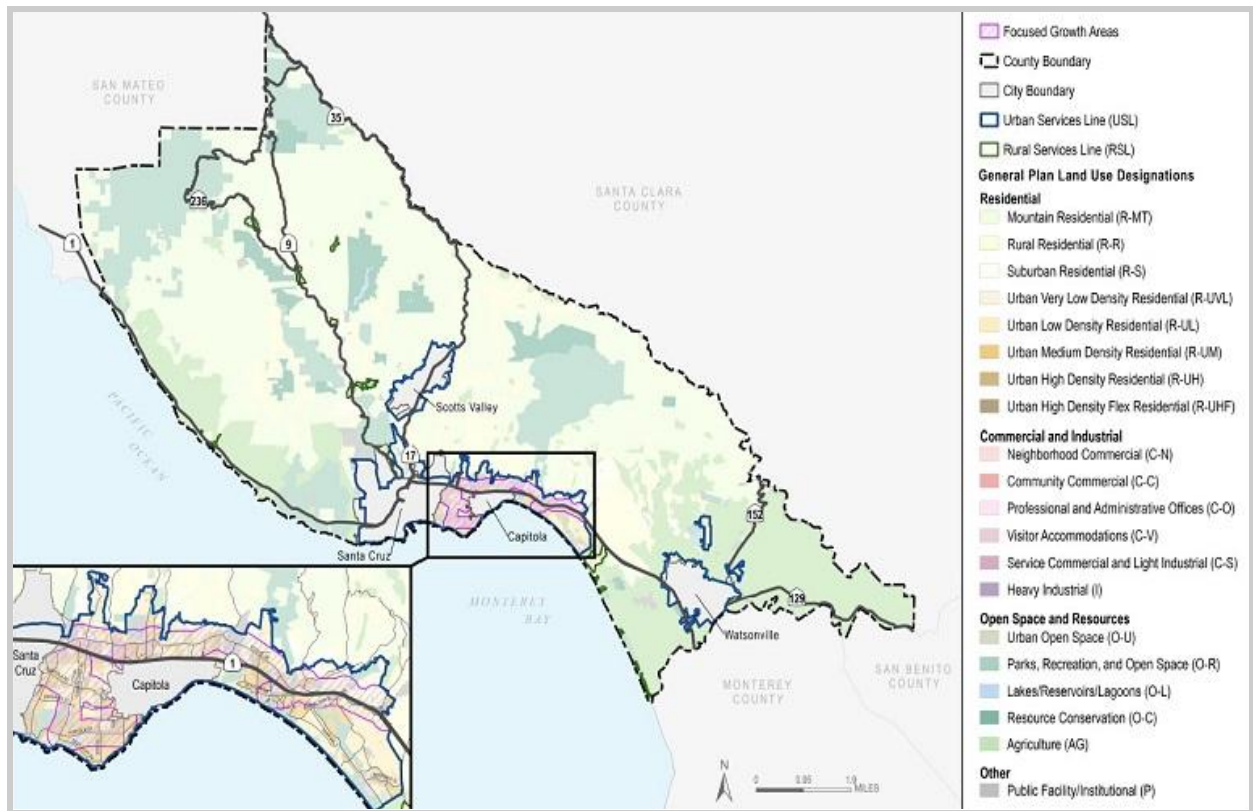


Figure 5. Santa Cruz County Focused Growth Areas 2020 – 2040.^[36]

How is Santa Cruz County Reacting to the New Laws?

Nearly 8 years have passed since our local municipalities submitted their 5th Housing Element Cycles, and as we approach the submission of the 6th Housing Element Cycle, housing costs continue to rise steeply, pricing even more middle income workers out of the housing market.

School districts are actively looking for ways to house workers. By using district owned land, districts can reduce the cost of rent for their teachers and classified workers. Los Gatos Union School district has recently completed a housing complex.^[37] Live Oak School District has proposed construction of teacher housing,^[38] and the Santa Cruz City School District has successfully passed a bond measure to construct housing on one of its properties.^[39] Figure 6 below is an artist's rendering of what the Santa Cruz City Schools housing might look like.



Figure 6. Renderings of 80 units of workforce housing for Santa Cruz City Schools, located on a parcel of land owned by the district off of Swift Street on the Westside, near the old Natural Bridges Elementary School campus. (via Santa Cruz City Schools^[39])

Pajaro Valley Unified School District is looking at a similar bond measure in south county to finance employee housing.^[11] Peace United Church on the westside of Santa Cruz is proposing a 40 unit housing project on their land.^[40]

County municipalities are responding as well:

- Santa Cruz County has rezoned part of Portola Drive near 41st Avenue for mixed use housing that combines ground floor businesses with apartments above.
- There is more housing construction in Aptos Village.^[36]
- Watsonville has continued to build housing in recent years, pursuing joint housing projects with the county planners and non-profits. The City has a rehabilitation program for existing houses.^[32]
- Capitola has eased requirements for ADUs.^[41]
- Scotts Valley just approved a mixed use housing development.^[42]
- The City of Santa Cruz has taken a lead in housing production within the City's urban core, beginning the construction of multi-story apartment complexes.^[43]
- Santa Cruz City has passed a measure to construct a mixed use project that includes a new library, low income housing, a day care center and parking.^[44]

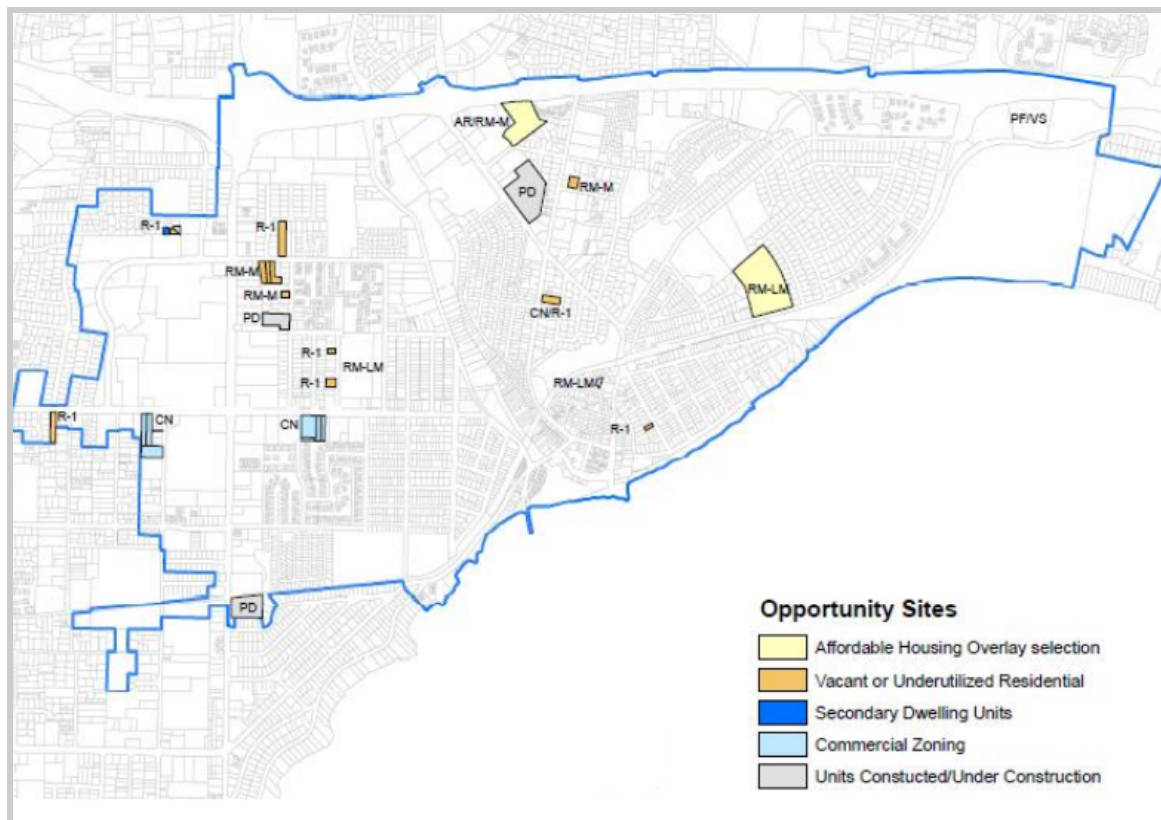


Figure 7. City of Capitola showing areas identified as buildable parcels.^[45]

Capitola claims to be mostly built out, although it has identified some areas in which to build housing, as shown in Figure 7 above. The small City has chosen instead to focus on ADUs as additional housing.^[41] Capitola has not added low income housing.^[29] Scotts Valley has also added very little low income housing. A proposed rule by the U.S. Department of Housing and Urban Development (HUD) called Affirmatively Furthering Fair Housing (AFFH)^[46] may make it mandatory under the Fair Housing Act of 1968^[47] to “proactively take meaningful actions to overcome patterns of segregation, promote fair housing choice, eliminate disparities in opportunities, and foster inclusive communities free from discrimination.”^[46] Scotts Valley and Capitola need to do their part to add more low income housing in our County.

The areas that the City of Santa Cruz has designated for multi-use zoning, including multi-story housing, are shown in Figure 8 below. The letters, colors and legend indicate the location and size of each identified parcel. There is a redesign of the bus station in the works that includes multi story housing, and a possible collaboration with the Santa Cruz Warriors to construct a permanent arena and housing in the south end of the urban area.^{[48] [49]}

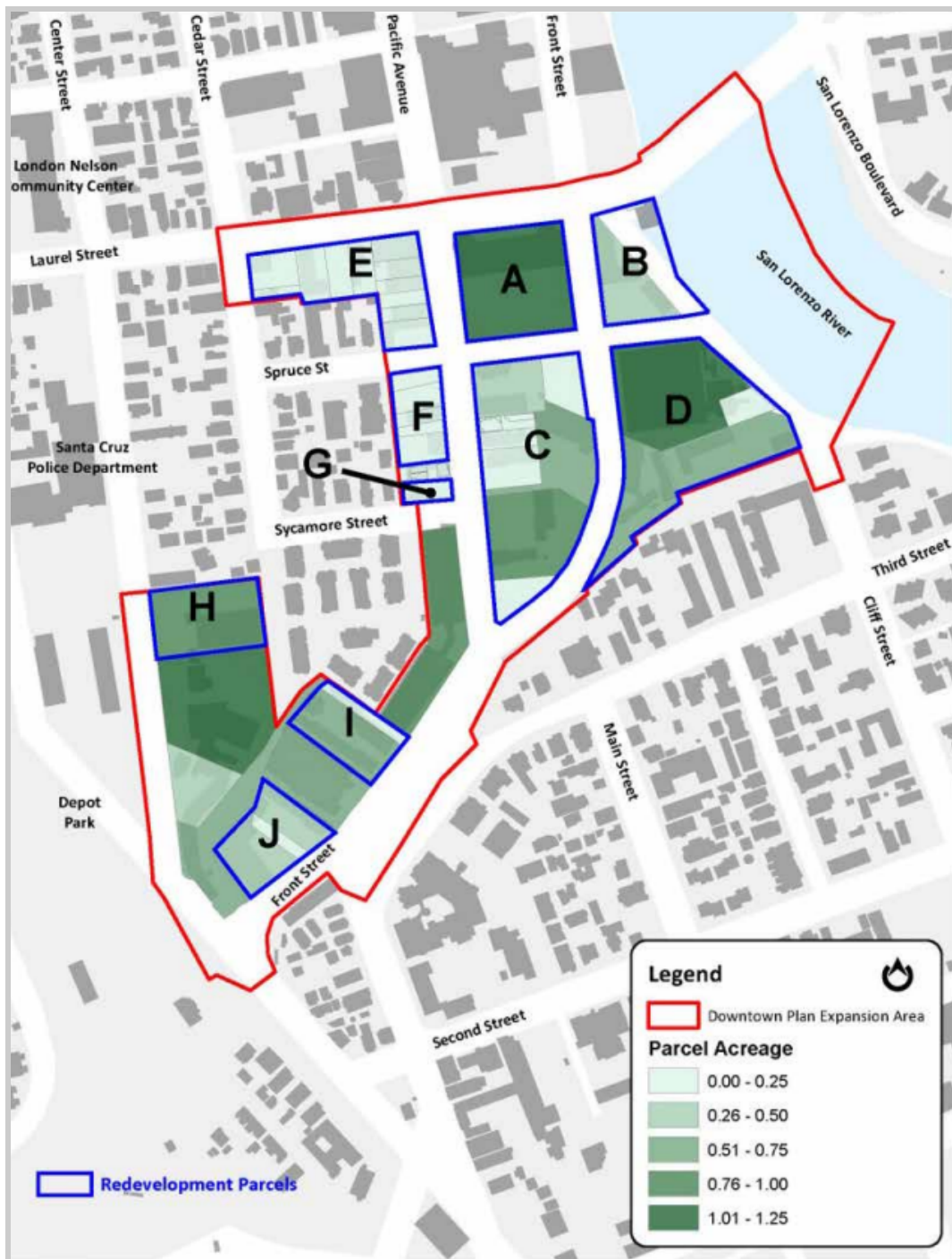


Figure 8. Areas that the City of Santa Cruz has designated for multi-use zoning, including multi-story housing.^[49]

Housing Laws: Opposition and Support

NIMBY and CEQA in Santa Cruz

Santa Cruz has had a no-growth mindset for over 40 years.^[19] That mindset, “Not in My Back Yard,” often referred to as NIMBY, still exists, and it is hard for members of the community to envision housing as anything other than neighborhoods of single family homes. Many homeowners rely on rising property values to build wealth, and resist new developments which might impact them. Changing zoning to allow duplexes and apartments within a single family home neighborhood is a rude awakening, but so is the construction of high rise apartments in downtown Santa Cruz. Removing existing buildings will displace tenants for years while new housing is built.^[50] Citizens and local organizations in Santa Cruz have tried to use elements of the California Environmental Quality Act (CEQA) to fight housing developments. The most recent example is a lawsuit filed against UCSC by a group called Habitat and Watershed Caretakers to try to stop the construction of additional student housing on campus. A judge recently ruled in favor of the university, but the lawsuits have held up the construction approval process for two years.^{[51] [52]}

California Cities Ignore RHNA Allocations at Their Own Peril

For California communities that have ignored the need to build more housing for years, the newest RHNA allocations have come as a shock. Some have ignored the mandate or continued to place roadblocks in the way of builders.

- The town of Woodside tried to have their entire town designated as a mountain lion habitat to avoid building duplexes (SB9) prompting a swift response from California Attorney General Rob Bonta.^[53]
- The City of Orinda tried to designate unbuildable slivers of land as the sites for affordable housing.^[54]
- Santa Monica, which approved the construction of only 1,600 homes in the last eight years, is the first City to be subjected to “builders remedy” based on a 1990 law called the Housing Accountabilities Act (HAA).

Santa Monica failed to adopt a Housing Element and under the HAA residential zoning was suspended, freeing builders to design any housing project they wanted without needing City approval. Within one week developers officially filed plans for 4,797 homes.^[55] The same thing could happen in Palo Alto.^[56] Several Bay Area cities did not file their 6th Housing Element Cycles and RHNA allocation plans by the January 31, 2023 deadline,^[57] and three pro-housing groups have already filed lawsuits against eleven cities for failing to take significant steps to prepare for more housing.^[58]

Support for Housing Laws and YIMBY in Santa Cruz

There is no question that the new RHNA housing allocations for the 6th Housing Element Cycle are daunting. As Figure 9 below shows, the amount of housing that Santa Cruz municipalities will need to construct in the next 6-7 years is much higher than in the previous cycle.

Region	Income Group Totals				RHNA
	Very Low	Low	Mod.	Above Mod.	Total
Santa Cruz County	7,868	5,146	6,167	14,093	33,274
Capitola	430	282	169	455	1,336
Santa Cruz	859	562	709	1,606	3,736
Scotts Valley	392	257	154	417	1,220
Watsonville	283	186	521	1,063	2,053
Unincorporated Santa Cruz	1,492	976	586	1,580	4,634

Figure 9. Number of housing units for each income group needed to be built by each Santa Cruz municipality, extracted from the tables in the AMBAG RHNA Plan.^[59]

It is especially difficult to construct Low Income and Extremely Low Income housing in this community due to the price of land and cost of construction. Builders claim that It is not financially profitable to include more than 20% affordable units in normal market-rate construction^[60], and the majority of middle class workers cannot afford market rate housing. The housing market is actually upside down...only about 20% of the population can afford market rate housing, and 80% of the population needs more affordable units.^[2] All cities and the County of Santa Cruz need to find ways to increase the number of affordable housing units in new construction.

The University of California at Santa Cruz (UCSC) is a large contributor to the need for more affordable housing.^[61] The university is already a large contributor to the scarcity and cost of housing, as it only houses about 9,300 students or 50% of the student population, and the campus is expected to grow to a total of 28,000 students in coming years.^[62] The local preference guidelines considered by many Santa Cruz County cities, would also benefit UCSC students who would be competing with the local workforce for less expensive housing. Cabrillo College and UCSC have embarked on their first ever collaboration to construct student housing on the Cabrillo campus.^[63] They are applying jointly for a California grant to cover the cost.^{[64] [65]} More collaborations between the university and local agencies would be beneficial in constructing housing that will benefit all.

The cities of Santa Cruz and Watsonville have taken steps to build higher density, more affordable housing in their downtown areas.^[66] Pro-housing groups such as Housing Santa Cruz County, and Yes In My Backyard (YIMBY) have organized in Santa Cruz County municipalities to advocate and provide more vocal support for affordable housing^[67]. Opposition to housing growth still exists, but reactions to housing proposals are more constructive.^[68] Public comments to projects show an understanding of the need for more housing, especially low income housing, in our community.^{[69] [70]} There is support for mixed use housing along urban corridors, and while residents are

somewhat daunted by multi-story buildings above 4 stories, there is acknowledgement that urban downtown areas are a better place to build than expanding into the coastal zone, hillsides or green spaces.^{[27] [71]} including the Santa Cruz mountains. Santa Cruz municipalities recognized this during the 5th Housing Element as their maps show, making zoning changes and identifying housing sites only in the urban areas.^{[29] [36] [49] [72]}



Figure 10. BDE Architecture's revised rendering of the proposed five-story 351-unit housing complex on the 900 block of Ocean Street.^[73]

As Figure 10 shows, the proposed 351-unit apartment building for the 900 block of Ocean Street is large and multi-story. It is also a good illustration of the public perception and concerns about the size of housing needed to meet the demand in Santa Cruz. It is huge, beginning next to Marianne's Ice Cream and continuing all the way to Togo's. Public comments at a recent meeting included concerns about the height and size, a desire for the architecture to fit into the small town look of Santa Cruz and relief that a much nicer looking building would replace the vacant lots and dilapidated houses that make up that block.^[74] The public offered constructive criticism instead of automatic opposition. More multi-unit projects are moving through the planning process in Santa Cruz.

Conclusion

There is no doubt that the small, charming coastal City of Santa Cruz and the surrounding county municipalities are going to have to change. We can no longer ignore the fact that our highways and city streets have become gridlocked; rents and housing prices are beyond the reach of most; and many businesses are unable to find and keep the employees that they need. School enrollment is dropping as families move away to

find more affordable places to live, and businesses are moving to other locations. Perhaps the state laws and high housing goals are unattainable, but living in an area that only the wealthiest can afford is untenable without access to the businesses and services that all communities expect. It is too early to tell if it is possible to build all of the housing that the state demands, but it is undeniable that more housing, especially more affordable housing, needs to be built for the essential workers in Santa Cruz County. If that affordable housing is built near jobs and along transportation corridors, it will also alleviate traffic gridlock.

Findings

- F1.** While all city and county planning departments have demonstrated a good understanding of the new State housing laws and the need to facilitate more housing, the failure to do so in a timely manner has served to further decrease the availability of housing and further increase the need and cost of more housing.
- F2.** With the planned growth of UCSC to 28,000 students, the potential demand for off campus housing for students, faculty and staff has the potential to make the affordable housing problem even worse.
- F3.** The County of Santa Cruz has identified several sites for higher density housing, identified sites along transportation corridors for housing and changed zoning laws to allow more mixed use developments, however in the past several years, few low income homes have been built or approved.
- F4.** Capitola has made little progress towards achieving housing goals, particularly for low income housing. Although the City identified sites for mixed use developments, they have made little progress towards developing those sites.
- F5.** Capitola has focused primarily on streamlining the construction of ADUs as a means to increase housing. However, there is little evidence that ADUs are prioritized for rental to local workers, and there is little chance that ADUs alone can meet the housing needs for the 6th Cycle Housing Element.
- F6.** Capitola and the County of Santa Cruz need to work together to facilitate significant housing in the mid-county area where a large percentage of jobs are located.
- F7.** The City of Capitola has made little progress towards facilitating the development of the Capitola Mall as a mixed use project which could accommodate both business and housing.
- F8.** The City of Capitola claims to have significantly fewer resources to attract housing planners and builders than do the bigger municipalities of Santa Cruz, Watsonville and the County of Santa Cruz, but that does not mean the City should be exempt from the need to construct housing for local low income workers.
- F9.** The City of Scotts Valley has facilitated the building of market rate housing in recent years, but has made little effort to develop housing for low income workers.

- F10.** The City of Scotts Valley has made little progress towards developing the Town Square project which could accommodate both business and housing.
- F11.** The City of Scotts Valley claims to have significantly fewer resources to attract housing planners and builders than do the bigger municipalities of Santa Cruz, Watsonville and the County of Santa Cruz, but that does not mean the City should be exempt from the need to construct housing for local low income workers.
- F12.** While all local municipalities have voiced support for prioritizing housing for local workers, only some of them have clear local preference guidelines that give some priority to local workers. Without clear guidelines and incentives, new housing is more likely to be purchased by those who do not live and work here.
- F13.** All municipalities are trying to identify and facilitate the building of housing projects, but most of that is done independently of the other municipalities or with outside partners. Since workforce housing and transportation gridlock is a county-wide problem, all county municipalities need to work more closely together and with property owners to develop housing solutions.

Recommendations

City of Capitola:

- R1.** By the end of 2023 the City of Capitola should identify enough parcels of land, zoned appropriately, to meet the new RHNA housing allocations for **all** income levels, especially low income housing. (F4 – F6, F8)
- R2.** By the end of 2023 the City of Capitola should show significant progress towards planning and facilitating the construction of mixed use businesses and housing on identified parcels of land in the City. (F4, F6 – F8)
- R3.** By the end of 2023, the City of Capitola should demonstrate a plan to work with the County of Santa Cruz as well as other for profit and non-profit agencies to develop housing close to transportation corridors along Hwy 1 and 41st Avenue. (F6, F7, F13)
- R4.** By the end of 2023 the City of Capitola should develop clear, measureable guidelines to ensure that local preference is given to local workers in the construction of ADUs as well as low income housing. (F12)
- R5.** By the end of 2023 the City of Capitola should demonstrate that they have reestablished regular meetings of a workgroup or entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)

City of Scotts Valley:

- R6.** By the end of 2023 the City of Scotts Valley should identify enough parcels of land, zoned appropriately, to meet the new RHNA housing allocations for **all** income levels, especially low income housing. (F9)

- R7.** By the end of 2023, the City of Scotts Valley should show significant progress towards planning and facilitating the construction of mixed use businesses and housing on identified parcels of land in the City. (F10)
- R8.** By the end of 2023, the City of Scotts Valley should demonstrate a plan to work with other county municipalities as well as other for profit and non-profit agencies to develop low income housing for workers in the City. (F9 – F11)
- R9.** By the end of 2023 the City of Scotts Valley should develop clear, measureable guidelines to ensure that local preference is given to local workers in the construction of low income housing. (F12)
- R10.** By the end of 2023 the City of Scotts Valley should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)

County of Santa Cruz:

- R11.** By the end of 2023 the County of Santa Cruz should demonstrate progress towards identifying sites and planning for increased housing along the transportation corridors in mid-county. (F6)
- R12.** By the end of 2023 the County of Santa Cruz should develop clear, measureable guidelines to ensure that local preference is given to local workers in the construction of low income housing. (F12)
- R13.** By the end of 2023, the County of Santa Cruz should demonstrate a plan to work with other county municipalities as well as other for profit and non-profit agencies to develop low income housing for workers in the county, (particularly on properties such as the old drive-in theater acreage which is adjacent to transportation corridors. (F3, F6)
- R14.** By the end of 2023, the County of Santa Cruz should demonstrate progress in working collaboratively with UCSC to develop housing sites that are affordable for UCSC students and essential workers. (F2)
- R15.** By the end of 2023 the County of Santa Cruz should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)

City of Santa Cruz

- R16.** By the end of 2023 the City of Santa Cruz should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)
- R17.** By the end of 2023, the City of Santa Cruz should develop clear, measureable guidelines to ensure that preference is given to local workers in the construction of low income housing. (F12)

- R18.** By the end of 2023, the City of Santa Cruz should demonstrate progress in working collaboratively with UCSC to develop housing sites that are affordable for UCSC students and essential workers. (F2)

City of Watsonville:

- R19.** By the end of 2023 the City of Watsonville should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)
- R20.** By the end of 2023, the City of Watsonville should develop clear, measureable guidelines to ensure that local preference is given to local workers in the construction of low income housing. (F12)

Commendations

- C1.** By acquiring and using City owned property, and seeking State grants and other outside funding, Santa Cruz is developing projects that are more affordable for tenants. With projects already underway and in the pipeline, Santa Cruz is on track to meet its 5th Cycle Housing goals, though the 6th cycle will present a larger challenge.
- C2.** The City of Watsonville has continued to build housing during the years when other municipalities were not. They have collaborated well with non-profits and Santa Cruz County to build housing at all affordability levels.
- C3.** All county municipalities have made a concerted effort to identify housing sites in the urban corridors in order to preserve the local coastal zones, mountains and green spaces in the rest of the County.
- C4.** County school districts, Peace United Church, Cabrillo College and UCSC are working collaboratively to design and build affordable housing for teachers, staff and students.

Required Responses

<i>Respondent</i>	<i>Findings</i>	<i>Recommendations</i>	<i>Respond Within/ Respond By</i>
Santa Cruz County Board of Supervisors	F1, F3, F6, F12, F13	R11 – R15	90 Days August 31, 2023
Capitola City Council	F1, F4 – F8, F12, F13	R1 – R5	90 Days August 31, 2023
Santa Cruz City Council	F1, F2, F12, F13	R16 – R18	90 Days August 31, 2023
Scotts Valley City Council	F1 ,F9 – F13	R6 – R10	90 Days August 31, 2023
Watsonville City Council	F1, F12, F13	R19, R20	90 Days August 31, 2023

Invited Responses

<i>Respondent</i>	<i>Findings</i>	<i>Recommendations</i>	<i>Respond Within/ Respond By</i>
Assistant Director, Santa Cruz County Community Development	F1, F3, F6, F12, F13	R11 – R15	90 Days August 31, 2023
Director, Capitola Community Development	F1, F4 – F8, F12, F13	R1 – R5	90 Days August 31, 2023
Director, Santa Cruz Community Development	F1, F2, F12, F13	R16 – R18	90 Days August 31, 2023
Director, Santa Cruz Economic Development	F13	R17	90 Days August 31, 2023
Director, Scotts Valley Community Development	F1, F9 – F13	R6 – R10	90 Days August 31, 2023
Director, Watsonville Community Development	F1, F12, F13	R19, R20	90 Days August 31, 2023

Definitions

Accessory Dwelling Unit: Accessory dwelling units (ADUs) are also known as “in-laws” or “granny-flats.” The legislature greatly expanded homeowners' ability to add ADUs in a series of laws from 2016-2019, and now 1 in 5 new homes built in California are ADUs.

Affordable Housing: When used by city staff and consultants, the term "affordable

housing" refers to housing that is available at rents and prices below the market rate, usually defined relative to the income level of residents. This form of housing typically receives some form of government subsidy to keep rents low and residents must qualify to rent or buy the units based on their household income.

Affirmatively Furthering Fair Housing (AFFH): State and local governments must not only outlaw housing discrimination, they must also proactively work to eliminate discriminatory practices and reduce segregation. All Housing Element revisions adopted after 1/1/21 must include an AFFH analysis: addressing significant disparities in housing needs and in access to opportunity, including more investments in higher income areas.

Affordability density bonus: A density bonus provides an increase in allowed dwelling units per acre (DU/A), Floor Area Ratio (FAR) or height which generally means that more housing units can be built on any given site. Typically programs allow increases of **between 10 percent and 20 percent over baseline permitted density** in exchange for the provision of affordable housing.

AMBAG: As the Council of Governments for Santa Cruz County and Monterey County, AMBAG holds responsibility for regional housing needs allocation (RHNA) for our region.

Area Median Income(AMI): A value determined on an annual basis by the US Department of Housing and Urban Development that represents the household income for the median household in a specified region.

Builders Remedy: The builder's remedy requires cities without a compliant housing plan to approve any housing project that meets affordability requirements of reserving 20% of homes for low-income households or 100% for moderate-income households. Specifically, if a California city does not have a "substantially compliant" housing element, the California Housing Accountability Act indicates that the jurisdiction cannot use its zoning or general plan standards to disapprove any housing project that meets the affordability requirements.

CEQA: California Environmental Quality Act (CEQA), intended to preserve the environment, has been blamed for worsening the state's housing crisis. The lengthy and costly environmental review process required under CEQA, even for housing that complies with local General Plans and zoning codes and the hundreds of applicable environmental, health, safety, and labor laws and regulations, can derail projects. Even after new housing is finally approved, any party can file a CEQA lawsuit seeking to block the housing for "environmental" reasons, resulting in costly, multi-year delays. Recent State legislation seeks to exempt certain affordable housing projects from CEQA review.

Density Bonus: For more than forty years, California's Density Bonus Law has been a mechanism to encourage developers to incorporate affordable units within a residential project in exchange for density bonuses and relief from other base development standards (e.g. setback rules, parking spaces). Under the Density Bonus Law, developers are entitled to a density bonus corresponding to specified percentages of units set aside for very low income, low-income, or

moderate-income households.

General Plan: A General Plan is a broad, long-range policy document that guides future development, transportation, and conservation. It is a comprehensive collection of goals and policies related to a multitude of aspects of community life. In California, cities and counties are required by State law to have a General Plan. It is the local government's long-term blueprint for future development. Pursuant to State law, the General Plan must accommodate the required amount of projected population growth the State of California estimates for each city.

Essential Workers: Those workers who are necessary to ensure continuity of functions critical to public health, safety and well being as well as economic security.

Fair Housing Act: Part of the Civil Rights Act of 1968, it guarantees the right to housing and prohibits discrimination in housing.

HCD: California Department of Housing and Community Development (HCD) that develops housing policy and building codes and administers community development programs.

Housing Element: A Housing Element is a local plan, adopted by a city, town or county that includes the goals, policies and programs that direct decision-making around housing. Local jurisdictions look at housing trends, zoning and market constraints, and evaluate various approaches to meeting housing needs across income levels. Every eight years, every city and county must update their Housing Element and have it certified by the California Department of Housing and Community Development. All jurisdictions in Santa Cruz County must update their Housing Element for the 2023-2031 planning period.

HUD: U.S. Department of Housing and Urban Development

Income Limits: are one of the determining factors in determining eligibility for housing assistance. Definitions are set for Very Low, Low, and Moderate income and are determined by the gross household income and household size.

Inclusionary Zoning (IZ): also known as inclusionary housing, is a policy that requires a share of new housing development to be affordable to low- or moderate-income households. By including affordable housing in a market-rate housing development, inclusionary housing policies promote mixed-income development projects.

Local Preference: The right or opportunity to select a person from an identified target group that is considered more desirable than another in a constituency, city, urban area or county.

Market-rate housing: Residential units that are rented and sold at market rates, not subjected to sales or rental restrictions, and not typically benefiting from any public subsidy intended to change rental rates or sale prices.

Ministerial approval: A streamlined permit process for development approval involving little or no personal judgment by the public official. As opposed to "Discretionary review process" that allows for public hearings which brings a lot of

uncertainty and months or years long approval process, Ministerial approval is as short as 90 days.

Municipalities: Municipalities is used in this document to refer to the 4 cities, Capitola, Santa Cruz, Scotts Valley and Watsonville and the County of Santa Cruz together. Santa Cruz County is unique in that a large proportion of the population (above 40%) lives in unincorporated areas under Santa Cruz County jurisdiction.

NIMBY: Not in My Backyard, a term for people who have a no-growth mindset regarding high density housing in their neighborhoods.

Objective Standards: State law defines objective standards as those that “involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and public official prior to submittal.” The State of California has adopted legislation requiring cities to approve certain housing proposals through ministerial processes based on objective standards. The result of these laws is to encourage localities to create quicker, more accessible pathways for housing to be built.

Regional Housing Needs Analysis (RHNA): Housing-element law requires a quantification of each jurisdiction’s share of the regional housing need as established in the RHNA-Plan prepared by the jurisdiction’s council of governments. The RHNA is a minimum projection of additional housing units needed to accommodate projected household growth of all income levels by the end of the housing-element’s statutory planning period. Each locality’s RHNA allotment must be segmented into four income categories.

Workforce housing: also known as middle-income or moderate-income housing, is housing for residents typically earning less than 120 percent of the area’s median income. This category often includes first responders, teachers, and government employees, as well as healthcare, construction, and retail workers.

YIMBY: Yes in My Backyard, a term for housing advocates who seek to increase the supply of housing, particularly infill and multifamily affordable housing developments.

Zoning: Zoning is the system of rules that local jurisdictions use to determine how land is used within their boundaries. Land use policy establishes the basic type and intensity of uses permitted under a city’s General Plan for each land use category, such as maximum density for residential development and maximum intensity for commercial or industrial uses. Effective land use policy uses zoning to adapt to changing environmental, social and economic conditions.

Sources

References

1. February 2023. *rental availability website*. Accessed March 28, 2023.
<http://www.rentcafe.com/>

2. February 2023. *Housing availability website*. Accessed March 28, 2023.
<https://www.redfin.com/how-much-house-can-i-afford>
3. 3/23/22. *Salary Schedule for Teacher Employees*. Accessed March 28, 2023.
<https://pps-pajaro-ca.schoolloop.com/file/1500178971614/1377669227702/8828261534611747004.pdf>
4. Nov. 19, 2022. "Dominican Hospital Salaries in Santa Cruz, CA." *Glassdoor*. Accessed March 28, 2023.
https://www.glassdoor.com/Salary/Dominican-Hospital-Santa-Cruz-Salaries-EI_IE3142116.0.18_IL.19.29_IM767.htm
5. Ethan Varian. February 3, 2023. "Housing Costs a Worry for Bay Area Residents." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=8200bca2-55cd-44fd-b602-0abf29a112b6&appcode=SAN252&eguid=2e2cdb29-233b-4187-9771-4092cdd674fd&pnum=1#
6. Max Chun. July 28, 2022. "Santa Cruz is now the 2nd most expensive rental market in the country." *Lookout Santa Cruz*. Accessed March 28, 2023.
<https://lookout.co/santacruz/civic-life/story/2022-07-28/housing-affordability-santa-cruz-county-now-second-most-expensive-in-country-out-of-reach-report>
7. 2022. *Out of Reach Report*. Accessed March 28, 2023.
<https://nlihc.org/orr>
8. May, 2022. "2022 Santa Cruz County State of the Workforce Report." *BW Research Partnership*. Accessed March 28, 2023.
https://www.datasharescc.org/content/sites/santacruz/Local_Reports_/Santa-Cruz-County-SoW-Final-2022.pdf#page=21
9. Stephen Baxter. May 27, 2022. "Reports Explain Labor Shortage in Santa Cruz County." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2022/05/27/reports-explain-labor-shortage-in-santa-cruz-county/>
10. Confidential Grand Jury document.
11. Confidential Grand Jury document.
12. Mar. 5, 2022. "Salary Compensation Plans." *City of Santa Cruz Compensation Plans*. Accessed March 28, 2023.
<https://www.cityofsantacruz.com/home/showpublisheddocument/88304/637823306517630000>
13. Sept. 18, 2021. "Salary Compensation Plans." *City of Santa Cruz Compensations Plans*. Accessed March 28, 2023.
<https://www.cityofsantacruz.com/home/showpublisheddocument/90855/638000639668600000>

14. Santa Cruz County Regional Transportation Commission. June 16, 2022. *Chapter 3 Travel Patterns*. Accessed March 28, 2023.
<https://sccrtc.org/wp-content/uploads/2022/02/Chapter%203%20Travel%20Patterns.pdf#page=4>
15. Confidential Grand Jury interview.
16. Santa Cruz County Regional Transportation Commission. June 16, 2022. *Chapter 3 Travel Patterns*. Accessed March 28, 2023.
<https://sccrtc.org/wp-content/uploads/2022/02/Chapter%203%20Travel%20Patterns.pdf>
17. 4/28/2016. *2015 Santa Cruz County Housing Element*. Accessed March 28, 2023.
<https://www.sccoplanning.com/Portals/2/County/Planning/housing/Housing%20Element%20Approved%204.28.16%20for%20web.pdf>
18. March 2022. *A Home for Every Californian 2022 Statewide Housing Plan*. Accessed March 28, 2023.
<https://storymaps.arcgis.com/stories/94729ab1648d43b1811c1698a748c136>
19. Confidential Grand Jury interview.
20. Feb. 9, 2016. *County Housing Element Chapter 4 of the Santa Cruz County General Plan*. Accessed March 28, 2023.
<https://www.sccoplanning.com/Portals/2/County/Planning/housing/Housing%20Element%20Approved%204.28.16%20for%20web.pdf#page=23>
21. Chelsea McClean et al. October 13, 2021. "California's 2022 Housing Laws: What You Need to Know." *Holland and Knight*. Accessed March 28, 2023.
<https://www.hklaw.com/en/insights/publications/2021/10/californias-2022-housing-laws-what-you-need-to-know>
22. Updated July, 2022. *Accessory Dwelling Unit Handbook*. Accessed March 28, 2023.
<https://www.hcd.ca.gov/sites/default/files/2022-07/ADUHandbookUpdate.pdf>
23. Confidential Grand Jury interview.
24. Community Development Department. *Accessory Dwelling Units*. Accessed March 28, 2023.
<https://www.cityofcapitola.org/communitydevelopment/page/accessory-dwelling-units#:~:text=In%20Capitola%2C%20the%20development%20standards%20for%20building%20an,an%20existing%20or%20proposed%20single-family%20or%20multifamily%20dwelling.>
25. Technical Assistance for Local Planning Housing. February 18, 2021. *What is a Housing Element?*. Accessed March 28, 2023.
https://abag.ca.gov/sites/default/files/documents/2021-02/What_is_a_housing_element.pdf
26. Confidential Grand Jury interview.

27. Confidential Grand Jury interview.
28. Housing Authority. April 26, 2021. "Santa Cruz County Income Limits for State Programs." *Housing Authority of the County of Santa Cruz*. Accessed March 28, 2023.
<https://hacosantacruz.org/wp-content/uploads/2017/04/State-Income-Limits-2021.pdf>
29. Kara Meyberg Guzman. September 5, 2021. "State Aims to Triple Housing Production in Santa Cruz Monterey Counties." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2021/09/03/state-aims-to-triple-housing-production-in-santa-cruz-monterey-counties/>
30. Aric Sleeper. April 6, 2023. "City Seeks Feedback on Housing Plan." *Santa Cruz Sentinel*. Accessed April 11, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=c6639873-02da-4f4b-bcd3-594072c08dc3&appcode=SAN180&eguid=4c0934d5-f463-40cf-9310-29b00110c438&pnum=15#
31. Nick Sestanovich. April 6, 2023. "Housing Report Receives Approval." *Santa Cruz Sentinel*. Accessed April 11, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=ed5c4ab0-984a-4c27-862b-821f08d44162&appcode=SAN180&eguid=4c0934d5-f463-40cf-9310-29b00110c438&pnum=17#
32. Confidential Grand Jury interview.
33. Confidential Grand Jury interview.
34. P. K. Hattis. Nov. 2022. "Santa Cruz County Supervisors Discuss Rezoning Maps." *Santa Cruz Sentinel*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=2f46a782-0a82-4408-984b-eda1dff37289&appcode=SAN180&eguid=b7006df9-4b0d-4d8e-8738-a3885cab5274&pnum=5#
35. Jesse Kathan. October 14, 2022. "Housing Goals Quadruple in Santa Cruz County." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2022/10/14/housing-goals-quadruple-in-santa-cruz-county/>
36. Jesse Kathan. January 31, 2023. "Housing Production Plan Kicks Off in Santa Cruz County." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2023/01/31/housing-production-plan-kicks-off-in-santa-cruz-county/>

37. Hannah Kannik. October 24, 2022. "Teacher Housing Ready for Tenants." *BayArea NewsGroup*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=5bbd9fa-710d-4926-b5d6-ddccb776ec23&appcode=SAN252&eguid=5d8ea24e-d75b-4056-a2fb-da669aa7d17e&pnum=29#
38. Grace Stetson. February 1, 2023. "Live Oak Senior Center Leaders Seek Space in Teacher Housing Project." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2023/01/30/live-oak-senior-center-leaders-seek-space-in-teacher-housing-project/>
39. Hillary Ojeda. February 28, 2023. "Santa Cruz City Schools' Workforce Housing Could Be Completed in Three Years if All Goes to Plan, District Says." *Lookout Santa Cruz*. Accessed March 28, 2023.
<https://lookout.co/santacruz/education/story/2023-02-24/santa-cruz-city-schools-workforce-housing-could-be-completed-in-three-years-if-all-goes-as-planned-district-says>
40. Aric Sleeper. February 10, 2023. "Church Restarts Process to Develop Housing." *Santa Cruz Sentinel*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=5749e3fb-2692-4eac-b791-fbd21570890a&appcode=SAN180&eguid=3b9a52f5-9c54-4a1c-8d56-40186faace0&pnum=15#
41. Confidential Grand Jury interview.
42. Aric Sleeper. December 9, 2022. "Construction of Scotts Valley mixed-use development moves forward." *Santa Cruz Sentinel*. Accessed March 28, 2023.
<https://www.santacruzsentinel.com/2022/12/08/construction-of-scotts-valley-mixed-use-development-moves-forward/>
43. Santa Cruz Local Staff. February 26, 2023. "Housing and Construction Projects in Santa Cruz County." *Santa Cruz Local*. Accessed March 28, 2023.
<https://us20.campaign-archive.com/?e=cae590735d&u=6a68750b2e4bbdcaddfe0b7fd&id=d5536c053d>
44. Confidential Grand Jury interview.
45. November 25, 2015. *City of Capitola Housing Element*. Accessed March 28, 2023.
https://www.cityofcapitola.org/sites/default/files/fileattachments/community_development/page/2402/adopted_capitola_housing_element.pdf#page=80
46. HUD. February 9, 2023. "Affirmatively Furthering Fair Housing (AFFH)." *HUD US Department of Housing and Urban Development*. Accessed March 28, 2023.
<https://www.hud.gov/AFFH>

47. HUD. 1968. "Housing Discrimination Under the Fair Housing Act.." *HUD US Department of Housing and Urban Development*. Accessed March 28, 2023. https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview
48. Confidential Grand Jury interview.
49. September 16, 2022. *Notice of Preparation of a Subsequent Environmental Impact Report*. Accessed March 28, 2023. <https://www.cityofsantacruz.com/home/showpublisheddocument/90740/637988532645930000#page=9>
50. Aric Sleeper. January 2023. "Council Attempts to Make Expansion More Palatable." *Santa Cruz Sentinel*. Accessed March 28, 2023. https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=82faa2ff-bc32-48c8-9c98-c1bcb34f93e8&appcode=SAN180&eguid=e212ce6c-1289-4665-89b6-53752c3f4f18&pnum=18#
51. Jessica A. York. Dec. 2022. "U.C. Santa Cruz Housing Project Judge: Benefits Outweigh Impact." *Santa Cruz Sentinel*. Accessed March 28, 2023. https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=1963b88f-ed86-43c8-a796-8f3d37145d86&appcode=SAN180&eguid=8aa3aa40-09bd-49bf-a7f5-5d0da4edc0c4&pnum=2#
52. Hilary Ojeda. February 2023. "UCSC Inches Closer to Moving Forward with Controversial Housing Projects." *Lookout Santa Cruz*. Accessed March 28, 2023. <https://lookout.co/santacruz/ucsc-cabrillo/story/2022-11-08/uc-santa-cruz-getting-closer-to-moving-forward-with-controversial-housing-project>
53. Maria Cramer and Alan Yuhas. February 7, 2022. "California Town Says Mountain Lions Don't Stop Housing After All." *New York Times*. Accessed March 28, 2023. <https://www.nytimes.com/2022/02/07/us/woodside-mountain-lion-housing.html>
54. Katie Lauer. February 1, 2023. "Orinda Backs Off Property Claims." *Bay Area News Group*. Accessed March 28, 2023. https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=252ad7f4-4785-4928-841e-11a84b4f86ee&appcode=SAN252&eguid=74ae0f0c-221d-4206-8889-d15aa7419397&pnum=43#
55. Darrell Owens. January 31, 2023. "Bay Area Cities to Lose All Housing Zoning Power Within 2 Days." *The Discourse Lounge*. Accessed March 28, 2023. <https://darrellowens.substack.com/p/ca-cities-to-lose-all-zoning-powers>
56. Ethan Varian and Aldo Toledo. February 13, 2023. "Revenge Through Builder's Remedy." Accessed March 28, 2023. https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=fbc08f07-15a1-4194-bac6-5be66797d63c&appcode=SAN252&eguid=47545044-df9d-4384-ae47-a83ec95a3256&pnum=2#

57. Ethan Varian. February 2, 2023. "Most Bay Area Cities Missed Deadlines to Submit Housing Plans." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=ecb8993b-e9f2-46db-a9cd-527a4e42a1e0&appcode=SAN252&eguid=6e33ebb8-9cd0-4373-b647-8d7f5eec276e&pnum=4#
58. Ethan Varian. February 8, 2023. "3 Pro-Housing Groups Sue 11 Cities, County." *San Jose Mercury News*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=f951100d-1343-4645-9775-0a81a5cd5aad&appcode=SAN252&eguid=70c3e6ec-8523-4427-9665-1d22b636bccd&pnum=4#
59. April, 2022. *Draft 6th Cycle Regional Housing Needs Allocation Plan*. Accessed March 28, 2023.
https://ambag.org/sites/default/files/2022-04/PDFAAMBAG%20RHNP%202023-2031_Draft_rev.pdf#page=30
60. Confidential Grand Jury interview.
61. Mikhail Zinshteyn. January 19, 2023. "UC Housing Problem Persists." *Cal Matters*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=31f201c8-5965-416d-90a2-8a3ca34f5ed6&appcode=SAN252&eguid=22d36e81-e846-43ef-b3bd-a1468a7cffd2&pnum=35#
62. Confidential Grand Jury interview.
63. Mark Conley. March 21, 2022. "Plan for 300 On Campus Beds for Cabrillo College Students? Here's How That is Taking Shape." *LookOut Santa Cruz*. Accessed March 28, 2023.
<https://lookout.co/santacruz/education/higher-ed/story/2022-03-21/cabrillo-college-on-campus-housing-plan-uc-santa-cruz>
64. Tyler Maldonado. February 14, 2023. "Cabrillo College Proposal Seeks State Money." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2023/02/14/cabrillo-college-housing-proposal-seeks-state-money/>
65. Confidential Grand Jury interview.
66. Confidential Grand Jury interview.
67. Confidential Grand Jury interview.
68. September 21, 2022. "Planning Commission Agenda." Accessed March 28, 2023.
<https://sccounty01.co.santa-cruz.ca.us//planning/plnmeetings/ASP/Display/ASP/X/DisplayAgenda.aspx?MeetingDate=9/21/2022&MeetingType=1&bgcolor=white&HighLight=1&SearchText=mixed%20use%20zoning%20map>
69. Confidential Grand Jury interview.

70. Confidential Grand Jury interview.
71. Feb. 9, 2016. *County Housing Element Chapter 4 of the Santa Cruz County General Plan*. Accessed March 28, 2023.
<https://www.sccoplanning.com/Portals/2/County/Planning/housing/Housing%20Element%20Approved%204.28.16%20for%20web.pdf>
72. Ethan Varian. March 26, 2023. "YIMBYs Support Slow Build Measure." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=7c137528-f0d4-4044-bfbc-0c2d9126b19f&appcode=SAN252&eguid=fa3472c6-c6d8-45cd-a33c-93943d1a5f13&pnum=2#
73. Jesse Kathan. February 3, 2023. "Ocean Street Apartment Plans Revised in Santa Cruz." *Santa Cruz Local*. Accessed March 28, 2023.
<https://santacruzlocal.org/2023/02/03/ocean-street-apartment-plans-revised-in-santa-cruz/>
74. Aric Sleeper. February 10, 2023. "Ocean Street Housing Development Gets a Fresh Start." *Santa Cruz Sentinel*. Accessed March 28, 2023.
<https://www.santacruzsentinel.com/2023/02/10/ocean-street-housing-development-gets-a-fresh-start/>
75. 2023. *California Legislative Information website*. Accessed 4/24/2023.
<https://leginfo.ca.gov/faces/home.xhtml>

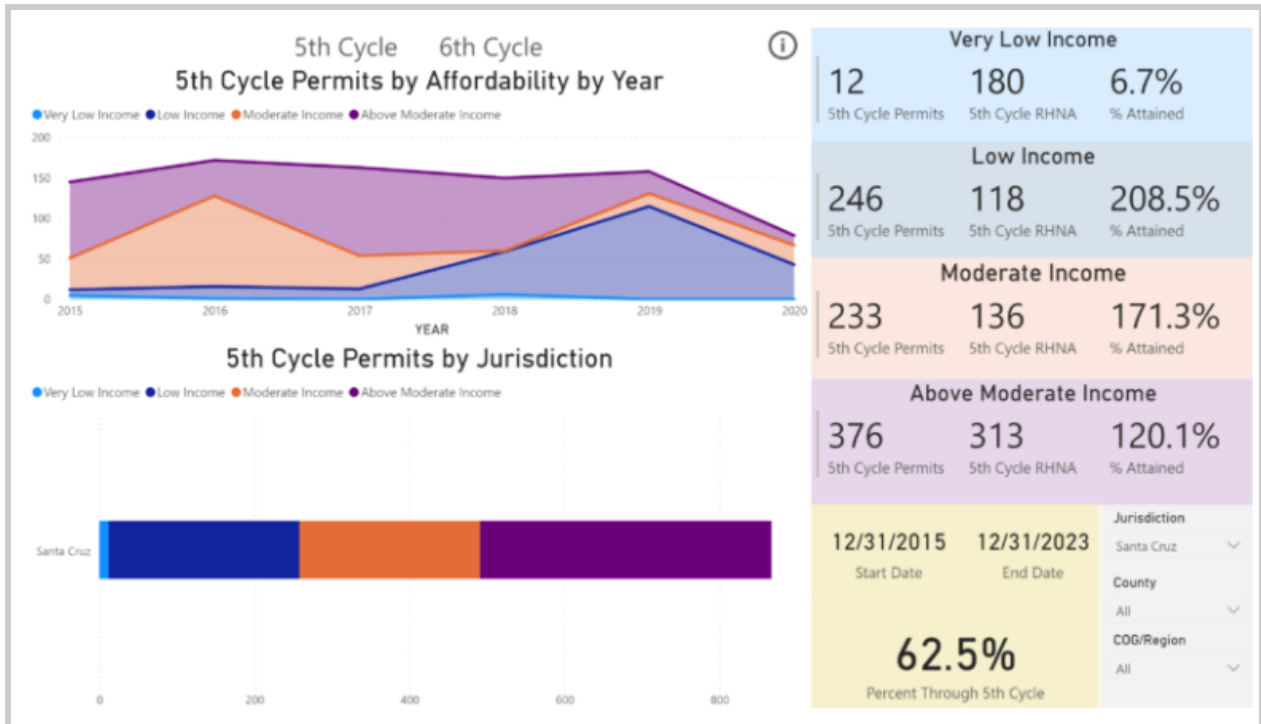
Additional Resources Not Cited in the Report

- Aldo Toledo. "Community College District Opens New Staff Housing." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=729836f7-99f7-4ee8-909d-4e39654bfb04&appcode=SAN252&eguid=f25f747a-b0ed-41d6-b324-0803e169fa83&pnum=36#
- Jones Lang LaSalle IP Inc. October 4, 2021. *Cabrillo College Housing Demand and Feasibility Study*. Accessed March 28, 2023.
[https://go.boarddocs.com/ca/cabrillo/Board.nsf/files/C7BQKA695895/\\$file/Cabrillo%20Oct%20BOT%20meeting%20FINAL.pdf](https://go.boarddocs.com/ca/cabrillo/Board.nsf/files/C7BQKA695895/$file/Cabrillo%20Oct%20BOT%20meeting%20FINAL.pdf)
- Aric Sleeper. January 2023. "Council Attempts to Make Expansion More Palatable." *Santa Cruz Sentinel*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=82faa2ff-bc32-48c8-9c98-c1bcb34f93e8&appcode=SAN180&eguid=e212ce6c-1289-4665-89b6-53752c3f4f18&pnum=18#
- Ethan Varian. October 3, 2022. "Build More Housing to Ease Crisis? Poll Shows How Bay Area Residents Resist." *San Jose Mercury News*. Accessed March 28, 2023.
<https://www.mercurynews.com/2022/10/03/build-more-housing-to-ease-crisis-poll-sows-how-bay-area-residents-resist/>

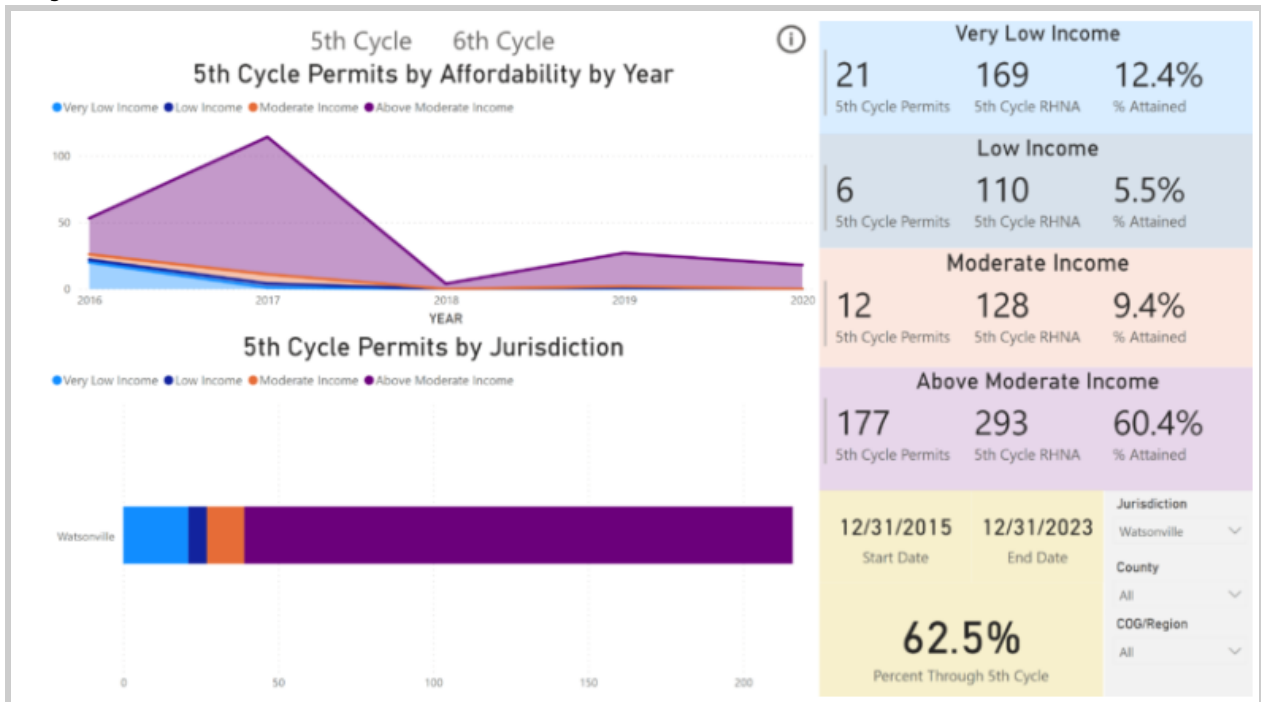
- George Avalos. January 2023. "Developer Proposes Affordable Homes, Self Storage Complex to be Constructed Near 3 Schools." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.as
- Dustin D. Peterson. September 30, 2022. *2022's New State Housing Laws*. Accessed March 28, 2023.
<https://www.cegachronicles.com/2022/09/2022s-new-state-housing-laws/px?guid=fbc5707-5ddd-4480-94a0-5ea0516acced&appcode=SAN252&eguid=baef90d7-9b07-4689-a0b7-6b244925c548&pnum=26#>
- Aric Sleeper. February 3, 2023. "Renewed Housing Projects Announced." *Santa Cruz Sentinel*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=25c62e5e-90e9-4a8a-a575-119605e05039&appcode=SAN180&eguid=d3c79ecb-9eff-4794-a2d6-b0e6af2a8782&pnum=16#
- Santa Clara 2021 Civil Grand Jury. December 16, 2021. *Affordable Housing: A Tale of Two Cities*. Accessed March 28, 2023.
https://www.sccourt.org/court_divisions/civil/cgj/2021/Affordable%20Housing%20Final%20Report.pdf
- 2021-22 Marin County Civil Grand Jury. June 24, 2022. *Affordable Housing: Time for Collaboration in Marin*. Accessed March 28, 2023.
<https://www.marincounty.org/-/media/files/departments/gj/reports-responses/2021-22/affordable-housing--time-for-collaboration-in-marin.pdf?la=en>
- P. K. Hattis. February 4, 2023. "Cabrillo College Finds Partners for Housing Projects." *Santa Cruz Sentinel*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=1fdfa001-0594-456d-bbc8-e11acf4bef14&appcode=SAN180&eguid=25d49b41-9e1b-4dd8-ac24-a084778e6494&pnum=4#
- Ethan Varian and Aldo Toledo. February 15, 2023. "Why is State Pushing the Bay Area for New Homes?." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=37627b87-e5a5-40e4-a01b-6de14fc0878d&appcode=SAN252&eguid=2ab6247b-e633-4239-ad96-c9b7e6645966&pnum=4#
- Marisa Kendall. March 5, 2023. "Housing Still Lags in Spite of Laws." *Bay Area News Group*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=b0ccfd52-6785-42cf-ae69-f69c422a4a45&appcode=SAN252&eguid=9da05b09-3f38-4f69-97a6-8b175d857db5&pnum=4#
- Marisa Kendall. March 9, 2023. "Teacher Housing on Apple Owned Site?." *San Jose Mercury News*. Accessed March 28, 2023.
https://edition.pagesuite.com/popovers/dynamic_article_popover.aspx?guid=17acc690-d3be-4c76-9062-190f0bea96d5&appcode=SAN252&eguid=d1e21bfa-afe5-4560-b978-489cc0b89ee3&pnum=2#

Appendix A – Progress on 5th Housing Cycle^[29]

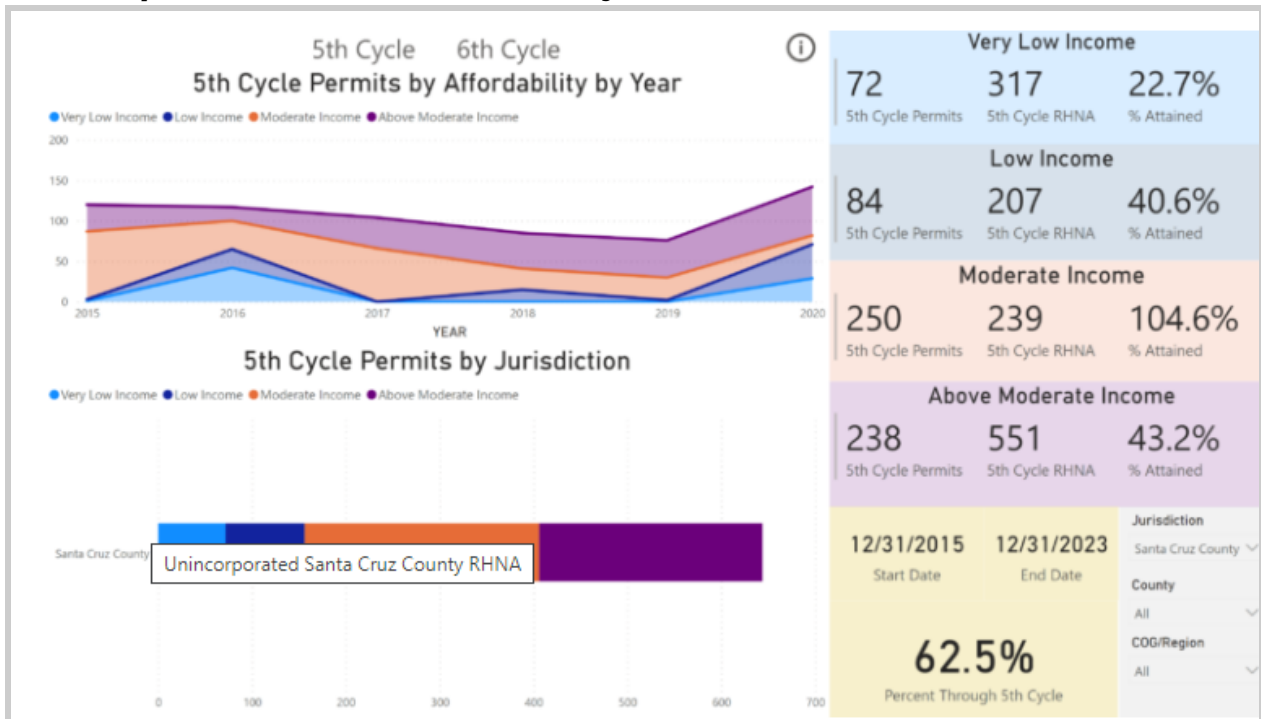
City of Santa Cruz



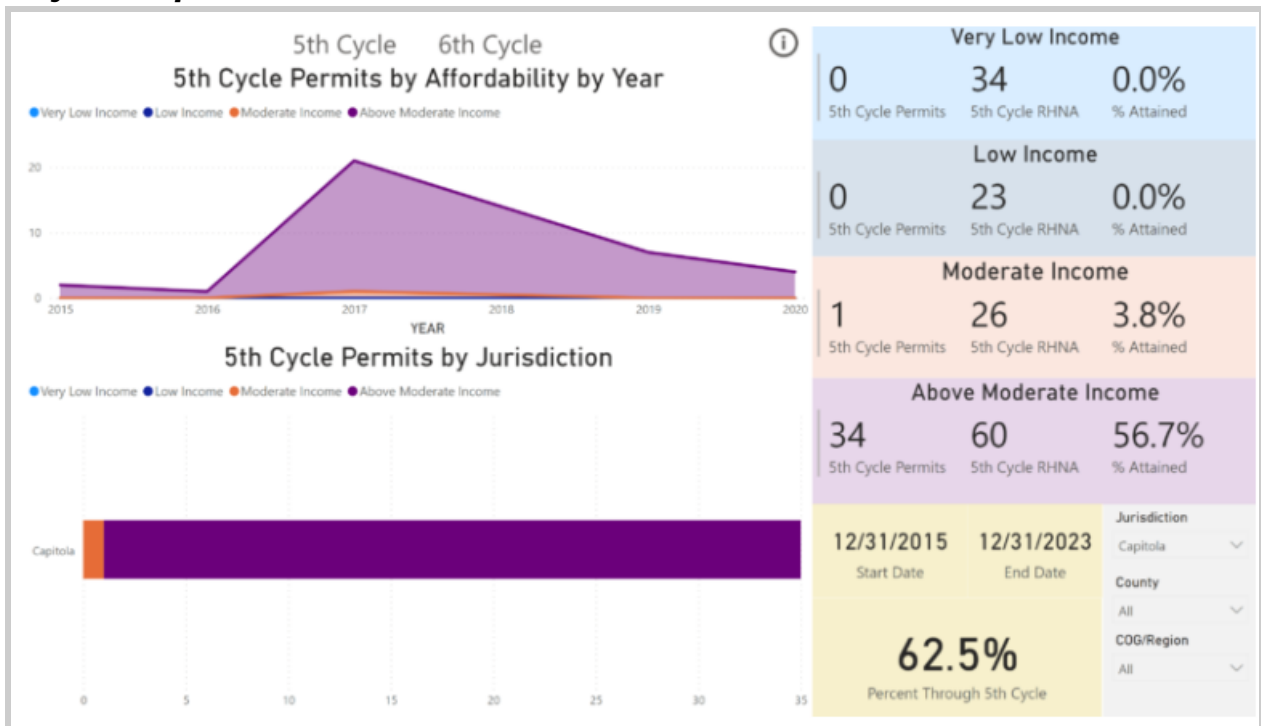
City of Watsonville



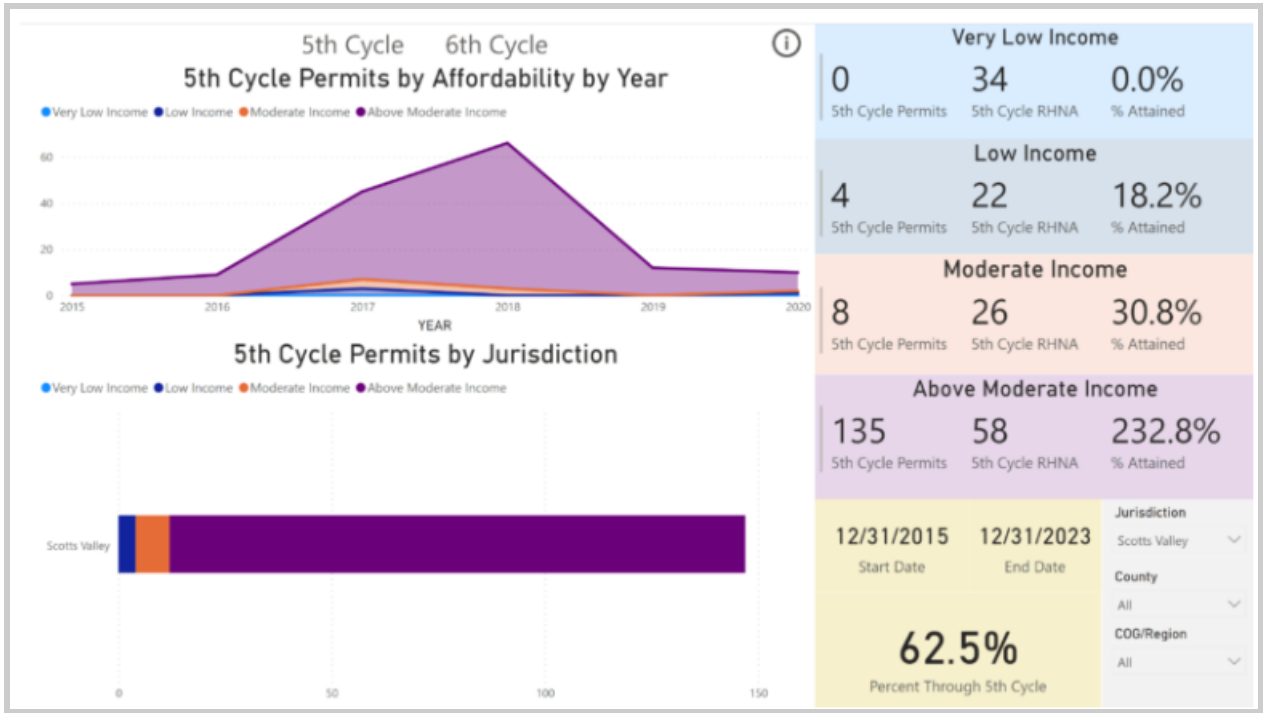
Unincorporated Santa Cruz County



City of Capitola



City of Scotts Valley



Appendix B – Summary of State Housing Laws

The descriptions given below paraphrase the legal definitions found on the California Legislative Information website.^[75] Search for Prop 13 under the “California Law” tab and the rest under the “Bill Information” tab.

Law	Description
PROP 13 (1978)	Under Proposition 13, property tax assessments can increase by no more than 2% each year, and property tax rates are limited to 1% of the assessed value (plus additional voter-approved taxes). After Proposition 13, all California properties—even vacant ones—are taxed based on the original purchase price, not their current value.
SB 35 (2017)	In 2017, Governor Brown signed into law Senate Bill (SB) 35 as part of a package of bills created to address California's housing shortage. This law provides a streamlined review process for eligible multifamily projects in cities and counties that have not built their share of housing to accommodate the region's population growth.
AB 1771 (2018)	AB 1771 revises statutory objectives of RHNA plan to include an AFFH requirement, to address disparities in housing needs and access to opportunity. Also requires improved regional jobs-housing relationship, and allocates lower proportion of housing need to jurisdictions already disproportionately high in any income category.
SB 330 (2019)	SB 330 allows accessory dwelling units and further accelerates the permitting process. Only five public hearings may be called for a housing project. Cities cannot raise fees or change permit requirements if the applicant has submitted all necessary documents. Building standards cannot be changed after submittal, nor can projects be downzoned.
SB 8 (2021)	SB 8 is a follow-up SB 330, which extended the streamlined review process. SB 330 was set to expire in 2025. SB 8 now extends that sunset to 2030. SB 8 also clarifies language in SB 330 to further streamline the creation of housing and protect low-income tenants against displacement.
SB 10 (2021)	SB 10 allows cities to rezone a parcel for smaller developments of up to 10 units and streamline government permitting in urban infill or areas near transit. By enabling cities to increase the density of these lots up to 10 units without triggering an environmental review, this bill makes it easier to build housing.
AB 215 (2021)	AB 215 requires the state to check in with cities and come up with a game plan if they are not on track to meet their RHNA numbers.

Law	Description
AB 2345 (2021)	Amends the Density Bonus Law to expand and enhance development incentives for projects with affordable and senior housing components. Under the Density Bonus Law, developers are entitled to a density bonus corresponding to specified percentages of units set aside for very low income, low-income, or moderate-income households. AB 2345 amends the Density Bonus Law to increase the maximum density bonus from thirty-five percent (35%) to fifty percent (50%).
SB 6 (2022)	SB 6 allows housing to be built in underutilized commercial sites currently zoned for retail, office, and parking uses. SB 6 gives local governments the option for an expedited development process to avoid the property remaining vacant.
SB 9 (9/2022)	SB 9 allows lot splits and/or the development of duplexes on single-family-zoned parcels to be approved ministerially (i.e., without discretionary approval or hearings) if certain requirements are met. Consequently, such projects bypass the California Environmental Quality Act (CEQA) process. Theoretically, this allows for up to four residences where there was historically only one (if an applicant receives ministerial approval for both a lot split and the development of duplexes on each parcel).
AB 2011 (2022)	This legislation allows for ministerial, by-right approval for affordable housing to be built in infill areas currently zoned for office, retail, and parking uses. Also allows such approvals for mixed-income housing along commercial corridors, as long as the projects meet specified affordability, labor, and environmental criteria.



**The 2022–2023 Santa Cruz County Civil Grand Jury
Invites the**

City of Scotts Valley

to Respond by August 31, 2023

**to the Findings and Recommendations listed below
which were assigned to them in the report titled**

Housing Our Workers

Essential Workers Need Affordable Housing!

Responses are **invited** from appointed agency and department heads, appointed committees, and non-profit agencies contracted to the county which are investigated by the grand jury. You are not required to respond by the California Penal Code [\(PC\) §933\(c\)](#); if you do, [PC §933\(c\)](#) requires you to make your response available to the public.

If you choose to respond, your response will be considered **compliant** under [PC §933.05](#) if it contains an appropriate comment on **all** findings and recommendations **which were assigned to you** in the report.

Please follow the instructions below when preparing your response.

Instructions for Respondents

Your assigned [Findings](#) and [Recommendations](#) are listed on the following pages with check boxes and an expandable space for summaries, timeframes, and explanations. Please follow these instructions, which paraphrase [PC §933.05](#):

- 1. For the Findings, mark one of the following responses with an “X” and provide the required additional information:**
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE with the Finding** – specify the portion of the Finding that is disputed and include an explanation of the reasons why, or
 - c. **DISAGREE with the Finding** – provide an explanation of the reasons why.
- 2. For the Recommendations, mark one of the following actions with an “X” and provide the required additional information:**
 - a. **HAS BEEN IMPLEMENTED** – provide a summary of the action taken, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – provide a timeframe or expected date for completion, or
 - c. **REQUIRES FURTHER ANALYSIS** – provide an explanation, scope, and parameters of an analysis to be completed within six months, or
 - d. **WILL NOT BE IMPLEMENTED** – provide an explanation of why it is not warranted or not reasonable.
- 3. When your responses are complete, please email your completed Response Packet as a PDF file attachment to both**

The Honorable Judge Syda Cogliati Syda.Cogliati@santacruzcourt.org and

The Santa Cruz County Grand Jury grandjury@scgrandjury.org.

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

- F1.** While all city and county planning departments have demonstrated a good understanding of the new State housing laws and the need to facilitate more housing, the failure to do so in a timely manner has served to further decrease the availability of housing and further increase the need and cost of more housing.

☐ **AGREE**

☒ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

With respect to Scotts Valley, the City follows all new State housing laws and will continue to facilitate housing production under such laws. With the many annual housing bills, cities and developers alike must be diligent in understanding the latest legislative changes. The City will continue to stay knowledgeable about the latest legislative changes, interpretations, and case law. It is unclear in the wording of this finding what the “failure to do so” refers to. The City has not taken action to “decrease the availability of housing” and the “need and cost of more housing” are primarily driven by market forces, not City actions.

F9. The City of Scotts Valley has facilitated the building of market rate housing in recent years, but has made little effort to develop housing for low income workers.

☐ **AGREE**

☒ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

Historically, the City had more tools to encourage and facilitate affordable housing but with the elimination of the Redevelopment Agency, those funds have been significantly reduced. The City works closely with housing developers to encourage more diversity in the City's overall housing inventory, including more rentals, multifamily, mixed use, and smaller units. Chapter 14 of the Scotts Valley Municipal Code (SVMC) outlines the City's inclusionary zoning requirements that apply to the production of both market rate and below market rate housing production. Residential developments of seven or more dwelling units are required to deed restrict 15 percent of the units for sale/rental to low income households on- or off-site. Residential developments of six or fewer dwelling units are required to pay an in-lieu affordable housing fee. As such, new residential development projects of seven or greater units are required to provide affordable housing for low-income workers. The City's Affordable Housing Subcommittee reviews proposed housing projects and often advocates for even more low and very-low affordable units.

F10. The City of Scotts Valley has made little progress towards developing the Town Square project which could accommodate both business and housing.

☐ **AGREE**

☒ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

The development of Town Center has faced a complex set of challenges, many of which are outside of the City's control. For the last two years, the City has been actively engaged in characterizing and removing environmental contamination from the site and has initiated a Town Center Specific Plan update to encourage the development of the Town Center. The site continues to be included in the City's Housing Element and in the most recent draft, the number of housing units is proposed to increased significantly which should improve the economic viability of the project.

F11. The City of Scotts Valley claims to have significantly fewer resources to attract housing planners and builders than do the bigger municipalities of Santa Cruz, Watsonville and the County of Santa Cruz, but that does not mean the City should be exempt from the need to construct housing for local low income workers.

☒ **AGREE**

☐ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

The City agrees that smaller jurisdictions have fewer resources to attract affordable housing developers. Scotts Valley has never claimed to be exempt from the need for housing and continues to be committed to encouraging the construction of housing for local low income workers. However, the City does not construct housing nor can the City compel private property owners to develop properties. (Please see responses to F9 above F12 below)

- F12.** While all local municipalities have voiced support for prioritizing housing for local workers, only some of them have clear local preference guidelines that give some priority to local workers. Without clear guidelines and incentives, new housing is more likely to be purchased by those who do not live and work here.

☒ **AGREE**
☐ **PARTIALLY DISAGREE**
☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

The City agrees that clear local preference guidelines that give priority to local workers is important and thus has a preference system to ensure residents and workers are prioritized. Applicants are prioritized in the order listed below:

1. **Live and work in Scotts Valley:** A household which includes at least one adult whose primary work location is within the city limits of the City of Scotts Valley and they have been working in Scotts Valley for a minimum of six (6) months, and the household has resided in the City of Scotts Valley for a minimum of six (6) months prior to the date of application to purchase the unit.
2. **Live in Scotts Valley:** A household which has resided within the city limits of the City of Scotts Valley for a minimum of six (6) months prior to the date of application to purchase the unit.
3. **Work in Scotts Valley:** A household which includes at least one (1) adult who has worked within the city limits of the City of Scotts Valley for a minimum of one (1) year prior to the application to purchase the unit and at least one (1) adult shall be working in Scotts Valley at the time of occupancy of the unit.
4. **Live and work in Santa Cruz County:** A household which contains at least one (1) adult who works within the County of Santa Cruz and the household has resided in the County of Santa Cruz for a minimum of one (1) year prior to the date of application to purchase the unit.
5. **Live in Santa Cruz County:** A household which has resided in the County of Santa Cruz for a minimum of six (6) months prior to the date of application to purchase the unit.
6. **Work in Santa Cruz County:** A household which includes at least one (1) adult has worked in the County of Santa Cruz for a minimum of one (1) year prior to the date of application to rent the unit and at least one (1) adult shall be working in the county of Santa Cruz at the time of occupancy of the unit.
7. **All Others:** A household which does not meet any of the above listed Preference Criteria.

Historically most affordable housing units are purchased or rented by persons in the top 3 ranking categories.

F13. All municipalities are trying to identify and facilitate the building of housing projects, but most of that is done independently of the other municipalities or with outside partners. Since workforce housing and transportation gridlock is a county-wide problem, all county municipalities need to work more closely together and with property owners to develop housing solutions.

☐ **AGREE**
☒ **PARTIALLY DISAGREE**
☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

Representatives from the different jurisdictions regularly learn from one another and collaborate on the best ways to grow across the region, particularly when it comes to planning for and requiring increased densities in areas close to transit and other daily needs. Individual projects are typically best handled by the jurisdiction in which they are located.

Planning Directors throughout the County also meet at least five times per year to collaborate on housing and other related issues. The Planning Department staff from countywide jurisdictions also collaborate through AMBAG meetings, trainings, discussions of state legislation, joint presentations, and various other communication streams.

Recommendations

- R6.** By the end of 2023 the City of Scotts Valley should identify enough parcels of land, zoned appropriately, to meet the new RHNA housing allocations for all income levels, especially low income housing. (F9)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

The City has submitted a draft of the City's 6th Cycle Housing Element Update to the Department of Housing and Community Development (HCD) for review. The City plans to adopt the Housing Element by December 2023. The draft Housing Element includes a sites inventory/analysis and draft housing policy program which adequately plans for and accommodates its RHNA obligation. The policy program provides various strategies to assist the City in planning for additional low income housing units.

The draft sites inventory/analysis identifies enough parcels of land, zoned appropriately, for the City to meet its RHNA housing allocation of 1,220 housing units. The inventory includes adequate capacity to meet RHNA allocations at all income levels (very-low, low, moderate, and above moderate).

R7. By the end of 2023, the City of Scotts Valley should show significant progress towards planning and facilitating the construction of mixed use businesses and housing on identified parcels of land in the City. (F10)

X HAS BEEN IMPLEMENTED – summarize what has been done

— HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE – summarize what will be done and the timeframe

— REQUIRES FURTHER ANALYSIS – explain the scope and timeframe (not to exceed six months)

— WILL NOT BE IMPLEMENTED – explain why

Required response explanation, summary, and timeframe:

The City has recently approved mixed use projects and continues to be committed to processing mixed use development applications. The City has submitted a draft of the City's 6th Cycle Housing Element Update to the Department of Housing and Community Development (HCD) for review. The City plans to adopt the Housing Element by December 2023. The draft Housing Element includes a sites inventory analysis and housing policy program so that the City can adequately plan for and accommodate its RHNA obligation.

Some draft strategies include rezoning specific parcels along Scotts Valley Drive and Mount Hermon Road to allow mixed use residential development projects at higher residential densities.

R8. By the end of 2023, the City of Scotts Valley should demonstrate a plan to work with other county municipalities as well as other for profit and non-profit agencies to develop low income housing for workers in the City. (F9 – F11)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

Planning Directors from throughout the County meet regularly to collaborate on housing and other related issues. The Planning Department staff from the countywide jurisdictions also collaborate through AMBAG meetings, trainings, discussions of state legislation, joint presentations, and various other communication streams. While the City has created incentives to facilitate development, and helped facilitate discussions among property owners, the City is not able to compel private property owners to develop properties. The City will continue to maintain relationships with for profit and non-profit agencies to develop low income housing for workers in the City.

R9. By the end of 2023 the City of Scotts Valley should develop clear, measureable guidelines to ensure that local preference is given to local workers in the construction of low income housing. (F12)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

Note that the wording of this recommendation is a bit confusing. For purposes of this response, it has been interpreted to mean that local workers should be preferred when it comes to their ability to buy or rent low-income housing, the City has regulations in place to achieve that goal (Please see Response F12).

R10. By the end of 2023 the City of Scotts Valley should demonstrate that they have reestablished regular meetings of a workgroup or other entity that would allow planners from all 5 county jurisdictions to share ideas on housing development and develop joint projects. (F13)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

Planning Directors throughout the County meet at least five times per year to collaborate on housing and other related issues. The Planning Department staff from countywide jurisdictions also collaborate through the AMBAG meetings, trainings, discussions of state legislation, joint presentations, and various other communication streams.



SANTA CRUZ COUNTY Civil Grand Jury

701 Ocean Street, Room 318-I
Santa Cruz, CA 95060
(831) 454-2099
grandjury@scgrandjury.org

Honoring Commitments to the Public

County Agency Actions in Response to 2019–2020 Grand Jury Recommendations

Summary

The 2022–2023 Santa Cruz County Civil Grand Jury reviewed local government responses to five of the nine 2019–2020 Grand Jury reports to determine whether local government officials honored their commitments in compliance with California Penal Code 933.05. The reports reviewed were: *DeLaveaga Golf Course*; *Fail in the Jail*; *Homelessness: Big Problem, Little Progress*; *The Tangled Web*; and *Voter Data*. The Grand Jury evaluated whether the agencies followed through with the commitments made in these reports.

The Grand Jury also reviewed *Ready? Aim? Fire!*; however, follow-up responses to this 2019-2020 investigation were not pursued, since over the past three years there has been a major wildfire and three more fire-related Grand Jury investigations.

The value of the Grand Jury's reports is realized when government agencies apply the recommendations to improve transparency and efficiency for county residents.

Table of Contents

Summary	1
Background	3
Scope and Methodology	3
Investigations	4
1. DeLaveaga Golf Course	4
2. Fail in the Jail	6
3. Homelessness: Big Problem, Little Progress	7
4. Tangled Web	9
5. Voter Data	12
Notable Missing Responses	14
Conclusion	14
Findings and Recommendations	15
General	15
DeLaveaga Golf Course	15
Fail in the Jail	15
Homelessness	16
Tangled Web	16
Voter Data	17
Required Responses	17
Definitions	17
Sources	18
References	18
Appendix A	21

Background

Each year the Santa Cruz County Civil Grand Jury (Grand Jury) investigates local government operations and issues reports with the goals of improving government efficiency and effectiveness, and promoting accountability and transparency. The Grand Jury reports make recommendations for improvements. When called for in the report, elected local government officials are required to respond to the Grand Jury's findings and recommendations.

Each investigated organization receives a copy of the Grand Jury's report and a response packet that includes the instructions shown in Appendix A. They send their responses to the presiding judge of the Superior Court with a copy to the Grand Jury. Elected officials must respond within 60 days and governing bodies are required to respond within 90 days.

Only governing bodies and "elected county officers or agency heads" are required to respond to Grand Jury reports.^[1] There is no requirement that any individual other than an elected official respond. However, the Grand Jury may invite a response from other "responsible officers" such as the chief administrative officer of a government function.

Readers interested in a more comprehensive look at the Grand Jury reports and responses are encouraged to read the original reports and responses. All may be found on the County's Grand Jury web page in the Reports section.^[2]

Scope and Methodology

For this Honoring Commitments report, the 2022-2023 Grand Jury reviewed responses to the following five 2019-2020 reports:

- **DeLaveaga Golf Course**—How City Policies and Practices Have Affected the Bottom Line
- **Fail in the Jail**—No Lights, No Camera, No Action?
- **Homelessness: Big Problem, Little Progress**—It's Time To Think Outside The Box
- **The Tangled Web**—Oh, What a Mangled Web We Weave...
- **Voter Data—Registering Concerns**—Keeping a Closer Eye on the Distribution of County Voter Registration Data

The 2022-2023 Grand Jury has followed up with the responding agencies for some of the above reports. This report summarizes the government responses to each report's recommendations that fell under the categories "Has Not Been Implemented but Will Be Implemented in the Future" and "Requires Further Analysis." The Grand Jury wanted to know whether the agencies actually did implement recommendations that they said they would in the future, or that they did the further analysis and what its outcome was. Without follow-up, these are the most susceptible to falling by the wayside and dropping out of public view.

Each report section that follows covers the key findings and recommendations that we evaluated. Each section then describes the local agency commitments and actions taken to address those findings and recommendations.

Investigations

The Key Findings and Key Recommendations sections within the below investigations provide context for the Response section. The Response section describes agency responses to the investigation report, including recent agency actions. Findings and recommendations where the agencies said they had already implemented, or declined to take action, or which do not seem to the Grand Jury to be critical to improving government functions at this time, are not included.

1. DeLaveaga Golf Course^[3]

Summary: The 2019-2020 Santa Cruz Civil Grand Jury investigated the history, governance, use, costs and revenue related to the City of Santa Cruz's DeLaveaga Golf Course. The Grand Jury's intention was to provide insight and clarity on fiscal responsibility along with recommendations for improvements to City of Santa Cruz management of the DeLaveaga Golf Course.

Key 2020 Findings:

- F4.** The City of Santa Cruz's failure to conduct thorough, regular on-site inspections of the DeLaveaga Golf Course's restaurant/lodge resulted in excessive renovation costs to the City of Santa Cruz. This contributed to more than doubling the original estimates to bring the building up to code.*
- F5.** The new draft Operations Plan lacks the necessary robustness to communicate how major golf course operations will be managed at DeLaveaga Golf Course, including but not limited to facility inspections, water use policies, variable pricing policies, charitable policies, operations review, and basic roles, responsibilities, and authority.*

Key 2020 Recommendations:

- R5.** The City of Santa Cruz City Manager should perform a lessons learned activity and then update the City's relevant policies and operating procedures to avoid a future repeat of the DeLaveaga Golf Course's restaurant/lodge shutdown and renovation no later than second quarter 2021. (F4)*
- R6.** The City of Santa Cruz Parks and Recreation Department and the City of Santa Cruz City Manager should add a formal process to the Operation Plan by addressing needed capital improvements, maintenance schedules, facility inspections, water use, variable pricing, charitable policies, operations review, and basic stakeholder roles and responsibilities. Stakeholders include the Santa Cruz City Council, the City's Parks and Recreation Department, the City's Parks & Recreation Commission, the Operator, the DeLaveaga Golf*

Requested 2020 Responses:^[4]

The City of Santa Cruz partially disagreed with Finding 4 as related to Recommendation 5, that there was a failure to conduct thorough, regular on-site inspections of the DeLaveaga Golf Course's restaurant/lodge, resulting in excessive renovation costs to the City of Santa Cruz. This contributed to more than doubling the original estimates to bring the building up to code. They stated that many of the issues discovered during the golf lodge renovation were interior to the building (e.g. electrical, plumbing, rotting wood, etc.). These issues were not evident in general facility inspections. The fundamental cause of the facility issues and exorbitant costs to renovate was a lack of ongoing capital improvement investment into the building over time. Due to limitations of City budgets, and to some degree, the local political will to invest in the golf course, funding was not sufficiently appropriated to maintain the golf lodge over time. Therefore, the result was a costly repair due to years of virtually no maintenance.

The City of Santa Cruz stated that this is an important lesson as other facilities at the golf course including the maintenance facility, golf cart barn, and driving range, among others, are in desperate need of investment. Otherwise they may face similarly expensive capital needs in the future. This is also true of many City-owned buildings such as the Civic Auditorium, Public Works Corp Yard and the Parks Yard, Market Street Senior Center, Harvey West Park facilities, and many more. Investment in an aging portfolio of City-owned assets is critical for the future.

Regarding Finding 5, as related to Recommendation 6, the City of Santa Cruz felt that they needed further analysis on whether or not the City Manager should perform a lessons learned activity and then update the City's relevant policies and operating procedures to avoid a future repeat of the DeLaveaga Golf Course's restaurant/lodge shutdown and renovation no later than second quarter 2021. The City of Santa Cruz stated that as of July 2020, there are no specific plans to do this, although it would be a helpful exercise and the Parks and Recreation Department would support it. The Parks and Recreation Department responded, indicating it would discuss with the City Manager's Office a plan to chart a course of action related to this recommendation before the end of calendar year 2020.

2022-2023 Update: Were Commitments Kept?

In response to this jury's request for an update, the Parks and Recreation Department indicated budgeting, and the Santa Cruz City Council approved funding to assess facilities and develop a long-term Capital Investment Plan as outlined in Budget, Fiscal Years 2023-2027.^[5] Additionally, the City Council appropriated funding for critical infrastructure and facility upgrades in FY 2023.^[6] The Parks and Recreation Department will initiate these projects in 2023. The completion of the study is estimated to be in June 2023, and the improvements to the driving range and golf course assets are estimated to be in October 2023.^[7]

2. Fail in the Jail^[8]

Summary: On September 28, 2019 an unplanned power failure at the Santa Cruz County Main Jail resulted in the loss of critical capability to provide safe and secure operation of the jail. While the risks were known well in advance of the failure event, steps to manage and mitigate the risks were not taken. Established, comprehensive policies for management in a power failure emergency were in place, but those policies were not followed. Evidence of process improvement and risk management practice after the event was lacking.

Key 2020 Findings:

- F3. While an emergency generator has been procured, adequate testing of methods of connection and operation has not been done yet.*
- F5. The County was non-compliant with policy regarding emergency power backup at the jail and remained non-compliant for months, including fueling, maintenance, testing, and emergency backup power generation.*

Key 2020 Recommendations:

See below under “2022-2023 Update: Were Commitments Kept?”

Requested 2020 Responses:^[9]

The Santa Cruz County Sheriff/Coroner agreed with Finding 5. They had previously requested that this work be done by the Santa Cruz County’s General Services Department. The Santa Cruz County Board of Supervisors also agreed with Finding 5.

2022-2023 Update: Were Commitments Kept?

There was no specific recommendation to upgrade the existing generator system to power all of the areas critical to ensure safe and secure operation of the jail during an unexpected power outage, but it was confirmed during our 2022 jail tour that a new generator was purchased in 2020 with an estimate of 1 to 1 ½ years to have it installed and operational. However, due to component shortages resulting from COVID/supply chain issues, the new generator system will not be operational until May or June of 2023.^[10] They stated that the old generator should have enough power to operate a good portion of the facility.^[11] While it will not fully power the facility, certain functions have been prioritized to receive generator power to minimize any risk to both inmates and staff. For security reasons, they did not want to identify any specific vulnerabilities. The new generator will have much more capacity. They are in constant communication with the County and subcontractors to prioritize this project. Therefore, they are working toward keeping their commitment on improving their functionality during an unexpected power outage to provide safe and secure operation of the jail.

3. Homelessness: Big Problem, Little Progress^[12]

Summary: The 2019-2020 Santa Cruz Civil Grand Jury investigated the County's response to homelessness. The report highlighted the considerable money, time and effort devoted to reducing the County's ever-growing number of homeless persons, and the lack of real progress towards solutions. Most of the recommendations in this report received the Response "Will Not Be Implemented". This year's Civil Grand Jury decided to examine two recommendations that received mostly "Requires Further Analysis" responses. It should be noted that since the 2019-2020 report was written, much has happened on the homelessness issue, including a \$14.5 million grant in 2021 to the City of Santa Cruz to improve and expand services to people experiencing homelessness. This changes the landscape and overtakes some of the report's recommendations. In several cases, the responses were not compliant. It is also clear the various agencies coordinated their responses, with several identical explanations provided.

Key 2020 Findings:

- F12.** There are parcels of land throughout the county that appear to be unused or underutilized, and could possibly be used to build housing for the homeless.*
- F21.** If underutilized parcels of land throughout Santa Cruz County were identified, such as the area near Coral Street in Santa Cruz and the parcel adjacent to the County Mental Health Building in Watsonville, these parcels could potentially be used to increase the number of beds and services to support the homeless.*

Key 2020 Recommendations:

- R6.** The Santa Cruz County Administrative Officer (CAO) and the County's City Managers should identify parcels of land within their jurisdictions that could be utilized to supply homeless services and/or temporary or permanent housing, and report such sites to their governing bodies by December 31, 2020. (F12)*
- R9.** By December 31, 2020, the City of Santa Cruz should evaluate whether closing Coral Street permanently to thru traffic, to make more space available for additional housing and services for the homeless, would be a viable option. (F13 was cited in the 2019-2020 Grand Jury report, but this probably should have been F12 and/or F21)*

Requested 2020 Responses:^[13]

F12. The Board of Supervisors, the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville, and the City Manager of Watsonville all agreed with Finding 12, that there are parcels of land throughout the County that could potentially be used to provide services to homeless people. The City Managers for Capitola, Santa Cruz and Scotts Valley responded that their responses were included in their unified response from the City Council.

F21. The Board of Supervisors, the Cities of Santa Cruz and Watsonville, the Santa Cruz County Administrative Officer and the Watsonville City Manager all agreed with Finding 21, that if underutilized parcels were identified, they could potentially be used to increase the number of beds and services to support homeless people. The Cities of Capitola and Scotts Valley partially disagreed, saying that zoning may not allow such use. Using identical text for their explanation for their responses, they both describe the partnership between the County, the City of Santa Cruz and Housing Matters to evaluate potential reconfiguration and expansion of the services for homeless people provided around Coral Street. The Human Services Agency and the planning Department responded that their input was included with the CAO response. The city managers of Santa Cruz, Capitola and Scotts Valley responded that their responses were included in their unified response from the City Council.

R6. The only required response to Recommendation 6 was from the Board of Supervisors. They responded that the recommendation required further analysis, questioning the feasibility of the approximate three month timeline to identify parcels of land suitable for temporary or permanent housing for homeless people.

Responses to Recommendation 6 were requested from the Santa Cruz County Administrative Officer, the Santa Cruz County Human Services Agency, and the city managers of the four Santa Cruz cities. Of these, the CAO provided the same response, using the same text as the BoS's required response described above. The HSA responded that their input was included with the CAO response. The city managers of Santa Cruz, Capitola and Scotts Valley responded that their responses were included in their unified response from the City Council. The Grand Jury noted that the City Councils were not assigned R6 and thus we do not have a response from these city managers. The Watsonville City Manager responded that R6 "Requires Further Analysis" and gave an explanation that they have 416 acres of land zoned for potential shelters or housing. They did not indicate any ongoing effort to provide shelters or housing for homeless people.

R9. Responses to Recommendation 9 were required from the Board of Supervisors, and the four City Councils. The BoS provided no response to Recommendation 9. The City of Santa Cruz responded that the recommendation requires further analysis, with the explanation that the City, County and Housing Matters are working collaboratively to evaluate increasing access to services and shelter on Coral Street and adjacent private property. The Cities of Capitola and Scotts Valley also responded that the recommendation requires further analysis, using the same text as the City of Santa Cruz to describe collaboration with Housing Matters. They further add they have no authority over Coral Street, which is within Santa Cruz City limits. Watsonville responded "Will not be Implemented" with the explanation that the recommendation is not within their jurisdiction.

2022-2023 Update: Were Commitments Kept?

R6. In March 2021, the Board of Supervisors adopted a “Three Year Strategic Plan to Address Homelessness” which includes consideration of using county-owned and unincorporated county areas for temporary housing for the homeless.^[14] The plan calls for 600 emergency shelter and transitional housing beds, 120 of which would be in unincorporated county areas. Santa Cruz Local’s article on the plan refers to the Civil Grand Jury’s recommendation to identify suitable unincorporated parcels, but it is not clear if the Jury’s recommendation influenced creation or adoption of the plan.^[15]

In March 2022, The Santa Cruz City Council unanimously approved the “Homelessness Action Plan” which aims to eliminate unsanctioned homeless camps and move people to managed shelters in the city and throughout the County.^[16] The plan calls for collaboration with leaders from the County of Santa Cruz, and the Cities of Watsonville, Scotts Valley and Capitola to identify 20 new locations for shelters across the county.^[17] Again, whether the Grand Jury’s recommendation influenced this is unknown.

R9. The City of Santa Cruz is currently working on a Master Plan for Coral Street including newly acquired property, the existing shelters and housing, and the planned “Harvey West Project” of 120 units of supportive housing.^[18] In December 2022, the City held a “Community Design Charrette” to solicit input on the Coral Street Master Plan. This included a group discussion of limiting vehicle access to Coral Street, and a suggestion to build a pedestrian and bicycle overpass bridge over it.^[19] The Grand Jury assumes that the Master Plan preempts any recommendation to close Coral Street, but hopes that suggestions such as limiting vehicle access or building a bridge be considered as part of the Master Plan.

4. Tangled Web^[20]

Summary: The public relies on current, accurate information to conduct its business with government agencies and offices. When the 2019-2020 Grand Jury accessed county and city websites to gather data and contact government officials, they found that website information was sometimes inaccurate and out-of-date. In fulfilling our charter as an advocate for the public to improve government operations, they pointed out where these errors exist and directed those responsible to provide an up-to-date and accurate information platform to the public.

Key 2020 Findings:

- F1. County and City website information is sometimes missing, out-of-date, and inaccurate; links may be broken. Thus, many city and county departments aren't updating their websites often enough to keep citizens informed.*
- F2. County and City administrations lack a process to review content accuracy and currency and thereby assure timely correction and revision of content.*

- F3.** County and City goals for website redesign or quality improvement are not sufficiently “SMART”: Specific + Measurable + Attainable + Relevant + Time-Bound.
- F4.** The County does not have a notification system by which users can be alerted to updated web content. The County's website would be enhanced by the addition of a site-wide notification system.
- F5.** County and City website content providers do not provide an explanation in content for incorrect or out-of-date information, even though they appear to know the reasons.

Key 2020 Recommendations:

- R1.** The County Administrative Officer and the City Managers should establish a formal process by December 31, 2020 for their departments to validate and verify the accuracy and currency of website information. (F1, F2, F5)
- R3.** The County Administrative Officer and the City Managers should establish ‘SMART’ goals for website quality assurance and manage these goals beginning in 2021. (F3, F4, F5)

Requested 2020 Responses:^[21]

City of Capitola

The City of Capitola partially disagreed with Findings 1, 2, and 3. They update information on a regular basis. There have been occasions when old data did not get removed after updated data was added. Stale and inaccurate data is corrected and replaced whenever found. The City is in the process of updating its website platform to make this task easier for departments. They also stated that SMART (Specific + Measurable + Attainable + Relevant + Time-Bound) is not a methodology that the City of Capitola has adopted.

The City of Capitola disagreed with Finding 5. They stated that If data is determined to be incorrect or out-of-date, they remove or correct the data. The City does not knowingly keep incorrect or out-of-date information on the City website.

The City of Capitola, addressing Recommendation 1, agreed to implement in the future a formal process by December 31, 2020, for their departments to validate and verify the accuracy and currency of website information.

Regarding Recommendation 3 the City of Capitola felt that establishing SMART goals for website quality assurance and managing these goals beginning in 2021 needed further analysis.

City of Santa Cruz

The City of Santa Cruz agreed with Findings 1, 2, and 5.^[22]

The City of Santa Cruz addressing Recommendation 1 agreed to implement a formal process by December 31, 2020 for their departments to validate and verify the accuracy and currency of website information.^[22]

City of Scotts Valley

The City of Scotts Valley partially disagreed with Findings 1 and 2. The City of Scotts Valley responded in 2020 that they post all City Council, Committee and Commission agendas on the City website's Agenda Center. Some commissions/committees meet only as needed and a committee's last meeting may have been a year or more in the past. Thus, even though these agendas and minutes may appear out of date, the content is current. Similarly, the City maintains various plans and documents on its website and although they may be dated years in the past, the posted documents are still the most current. The City updates its website content regularly. They do not have the resources for a dedicated webmaster and staff manages the website on a departmental level. City staff reviews and updates City webpages on a regular, although not regimented, schedule.

The City of Scotts Valley partially disagreed with Finding 3. They implemented a major upgrade to their website in May 2018, moving from an antiquated website to the current, highly functional and easy-to-navigate site. The City of Scotts Valley has not adopted the formal goal paradigm of Specific + Measurable + Attainable + Relevant + Time-Bound. However, the City maintains the goal, as an operational prerequisite, to provide current, timely and useful information to the public.

The City of Scotts Valley disagreed with Finding 5. When the City identifies outdated or inaccurate information on its website, it is rectified as soon as is practically feasible. They view their website as an important communication and engagement tool with the community and do not allow erroneous information to persist on their website.

The City of Scotts Valley felt that they needed further analysis regarding Recommendation 1, the establishment of a formal process for their departments to validate and verify the accuracy and currency of website information. They routinely update information and maintain current agendas and notices.

The City of Scotts Valley also felt that they needed further analysis regarding Recommendation 3, the establishment of SMART goals for website quality assurance and manage these goals beginning in 2021.

2022-2023 Update: Were Commitments Kept?

In response to this Grand Jury's request for information, the City of Capitola said they kept their commitment to complete a content clean-up and overall update of their website in 2021. The website is now more logically organized, provides users with easier access to information, and is easier to update than the prior website.^[23] The City of Capitola also kept their commitment to analyze the creation of SMART goals for website quality assurance, but determined that they were not necessary at this time.^[23]

In response to this Grand Jury's request for information, the City of Santa Cruz said they kept their commitment to clean up their website. In December 2020 the City of

Santa Cruz coordinated with departments to do a thorough departmental website review and to edit the contents. This included checking the accuracy of the content, repairing broken links, and archiving unused contents. They also updated the City's meeting agenda, minutes, video and audio recordings. This was completed by October 2021.^[24] To maintain an updated Website, the City of Santa Cruz plans to implement a more automated way to audit the content to allow departments to edit more frequently and efficiently. It is estimated that this more automated system will be implemented in the calendar year 2023, depending on funding and staffing of their Information Technology Department. At the time of their response to our follow-up inquiry they had a 35% shortage of employees.^[24]

In response to this Grand Jury's request for information, the City of Scotts Valley said they kept their commitment to analyze Recommendations 1 and 3. Regarding recommendation 1 the City decided to redesign their website to afford transparency, accessibility, and ease of use to all stakeholders. With the goal of having as many of the processes automated as practicable, the City will have much better tools available to track website usage and functionality. Due to the COVID pandemic and staffing issues the initiation of the new website project was delayed. An improved staffing level was achieved by June 2022 and the redesign of their website was started.^[25] The City is fully committed to having this completed by the spring of 2023.^[26] Regarding recommendation 3, when the City of Scotts Valley developed its 2021-22 Strategic Plan in the Spring of 2021, they had a discussion of the SMART goals paradigm. Due to the upcoming redesigned website it was felt that adopting SMART goals was not necessary at this time.^[26]

5. Voter Data^[27]

Summary: Data Security has become a major concern to our community. There are many articles which chronicle, in painful detail, the destruction of lives caused by the theft of millions of confidential records. The 2019-2020 Grand Jury discovered that California elections code requires county elections departments to share voter data, including a key piece of data that would assist hackers: an individual's complete date of birth. While date of birth has not been clearly defined as personally identifiable information in the California Elections Code, date of birth is often used in identity theft, as well as social engineering and phishing attacks. State law requires each county to provide access to data collected during the voter registration and election processes. This data contains Personally Identifiable Information (PII) as defined by the National Institute of Standards and Technology (NIST). There are reports of voter registration data being offered for sale on hacker websites. County election departments were recommended to examine their processes to make sure that best practices are being employed, and all precautions are being taken to ensure that voter registration data is secure.

Key 2020 Findings:

- F1. Risk of misuse of voter registration data acquired by ELEC_2194 (1994) could be mitigated by stronger security measures at the County of Santa Cruz level.*
- F2. County applicants are not informed of recent amendments to ELEC_2188 (1994), and thus may not be taking all reasonable precautions to protect voter registration data, avoid data breaches, and report breaches if they occur.*

Key 2020 Recommendations:

- R1. In Distributed Data that is provided to county recipients, the County Elections Department should replace voter full date of birth with year of birth only. This action should be implemented before the end of FY2021.*
- R4. The County Elections Department should incorporate amendments to ELEC 2188 (1994), as specified in AB 1678 and AB 1044, in the county application and website information, namely that county recipients must inform the Secretary of State of a data breach, and that County Applicants may be subject to data security training.*
- R5. The County Elections Department should provide county applicants with data security training, consistent with any guidance from the Secretary of State, with the goal of implementing best practices aimed at protecting voter registration data. This action should be implemented before the end of FY2021.*

Requested 2020 Response:

County Elections Department

The Santa Cruz County Elections Department agreed with Findings 1 and 2 in 2020.^[28]

The Santa Cruz County Elections Department agreed to implement in the future Recommendation 1 about replacing the voter's full date of birth with year of birth only, Recommendation 4 regarding incorporating amendments to ELEC 2188 (1994), as specified in AB 1678 and AB 1044, in the County Application and website information, and Recommendation 5 regarding providing County Applicants with data security training, consistent with any guidance from the Secretary of State, with the goal of implementing best practices aimed at protecting voter registration data.^[29]

2022 Update: Were Commitments Kept?

We sent multiple inquiries to the County Elections Department to verify that these recommendations were implemented. Unfortunately, no response was received.

Since we did not receive a response from the County Elections Department, we could not determine if the County honored the commitments made in their response to the 2019-2020 Grand Jury Report.

Notable Missing Responses

Nearly all required responses to the 2019-20 investigative reports were submitted to the Grand Jury; the Board of Supervisors' required response on the Homelessness Investigation Recommendation 9 on evaluating closure of Coral Street was the lone exception. Far fewer invited responses were received. In many cases, the agency the response was invited from said their response was included with a required response. Thus some invited responses were missed because the agency providing the response was not invited to respond to each finding and recommendation. Additionally, there was evident coordination of responses from some agencies. This Grand Jury believes the public would be better served by the agencies providing their own responses to our recommendations rather than saying their response was given by others, or colluding to provide duplicates.

This Grand Jury made several attempts to ascertain whether the Elections Department had implemented the recommendations they said they would implement, but received no response.

Conclusion

The 2022-2023 Grand Jury reviewed responses to five of the 2019-2020 reports and found that, in general, commitments were kept. In some cases, the agencies are implementing recommendations but it's not clear if the actions are in response to the Grand Jury or whether they were instigated by the agencies.

The Grand Jury also reviewed Ready? Aim? Fire!, however we did not evaluate whether commitments were kept. Over the past three years there have been a major wildfire and three other fire-related investigations;^[30] ^[31] therefore, it would be difficult to gauge whether or not the studied entities fulfilled any of the recommendations specifically from the 2019-2020 Grand Jury report.

The Grand Jury continues to recommend that all organizations create and regularly update formal records of the actions they take to address Grand Jury recommendations, and to share those records with the public, in accordance with CA Penal Code Section 933(c).^[32]

Findings and Recommendations

General

Findings

- F1.** The 2022-2023 Grand Jury reviewed responses to five of the 2019-2020 reports and found that, in general, commitments were kept.
- F2.** The evident coordination of responses from agencies leaves the public without independent contributions across agencies.

Recommendations

- R1.** All agencies should provide their own independent responses to findings and recommendations instead of referring to the response of another agency. (F2)
- R2.** We continue to recommend that all organizations create and regularly update formal records of the actions they take to address Grand Jury recommendations, and to share those records with the public, in accordance with CA Penal Code Section 933(c). (F1, F2)

DeLaveaga Golf Course

Finding

- F3.** The City of Santa Cruz delayed the timeline rather than proceeding as outlined in their 2020 response to the Grand Jury. Instead, the City budgeted for a more comprehensive assessment of system-wide facilities and a capital investment plan to be completed in 2023.

Recommendation

- R3.** The City of Santa Cruz should report to the Grand Jury on the completion status of the Facilities Assessment and capital investment plan no later than December 31, 2023. (F3)

Fail in the Jail

Finding

- F4.** The safe and secure operation of the County Jail remains vulnerable during an unexpected power outage.

Recommendation

- R4.** The Santa Cruz County Sheriff should verify that the new generator system is operational by August 31, 2023. If not, the reasons for the further delay should be explained. (F4)

Homelessness

Findings

- F5.** The adoption of multi-year plans by both the City and County of Santa Cruz offer the public some assurance that locations can be found within the County where homeless services will be provided.
- F6.** Although the Cities of Capitola, Scotts Valley, and Watsonville agreed that there appear to be unused or underutilized parcels of land that could possibly be used for homeless services, it is not clear how this could be done.
- F7.** The master plan for Coral Street being worked by the City of Santa Cruz includes consideration of limiting vehicle access to Coral Street, but the grants received by the City and the plan to build 120 units of supportive housing preempt the original Grand Jury recommendation to consider closing it.

Recommendations

- R5.** As recommended in the 2022 “Homelessness Action Plan,” the Cities of Capitola, Scotts Valley, and Watsonville should collaborate with leaders from the County of Santa Cruz and the City of Santa Cruz to identify 20 new locations for shelters across the county. These cities should report on the status of this recommendation no later than December 31, 2023. (F6)
- R6.** The County of Santa Cruz and the four cities should plan to provide services for homeless persons at the sites identified in their plans, including but not limited to supportive housing, case management, and medical services. The County of Santa Cruz and the four cities should report to the Grand Jury on the status of providing homeless services at the sites identified no later than December 31, 2023. (F5, F6)
- R7.** The City of Santa Cruz should complete and then implement their Master Plan for Coral Street, including consideration of limiting vehicle access. The City of Santa Cruz should report to the Grand Jury on the status of Coral Street no later than December 31, 2023. (F7)

Tangled Web

Findings

- F8.** Staffing shortages made automating the process for updating the website of the City of Santa Cruz and redesigning the website of the City of Scotts Valley more difficult.

Recommendations

- R8.** The City of Santa Cruz should verify that their commitment to automate the

process for updating their website has been completed by October 31, 2023. (F8)

- R9.** The City of Scotts Valley should verify that their commitment to redesign their website to afford transparency, accessibility, and ease of use to all stakeholders has been completed by October 31, 2023. (F8)

Voter Data

Finding

- F9.** Data security is an important issue, including the security of voter registration data and it is unknown if measures have been taken in this area.

Recommendation

- R10.** The Santa Cruz County Clerk should outline steps that have been taken to make voter registration data more secure by September 30, 2023. (F9)

Required Responses

<i>Respondent</i>	<i>Findings</i>	<i>Recommendations</i>	<i>Respond Within/ Respond By</i>
Santa Cruz County Board of Supervisors	F1, F2, F4, F5, F9	R1, R2, R4, R6, R9	90 Days September 5, 2023
Santa Cruz County Sheriff	F4	R4	60 Days August 7, 2023
Santa Cruz County Clerk	F9	R10	60 Days August 7, 2023
Capitola City Council	F1, F2, F6	R1, R2, R5, R6	90 Days September 5, 2023
Santa Cruz City Council	F1, F2, F3, F5, F7, F8	R1, R2, R3, R6, R7, R8	90 Days September 5, 2023
Scotts Valley City Council,	F1, F2, F6, F8	R1, R2, R5, R6, R9	90 Days September 5, 2023
Watsonville City Council	F1, F2, F6	R1, R2, R5, R6	90 Days September 5, 2023

Definitions

County Applicant: A person or persons applying to the Santa Cruz Elections Department to receive voter registration data.

County Recipient: A person or persons who have been approved by the Santa Cruz County Elections Department to receive voter registration data.

Sources

References

1. Website. Penal Code 933c. "Investigation of County, City, and District Affairs [925 - 933.6]." Accessed May 7, 2023.
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=933.&lawCode=PEN
2. 2019-20 Santa Cruz County Civil Grand Jury. April 1, 2021. *2019-2020 Grand Jury Reports and Responses*. Accessed May 7, 2023.
<https://www.co.santa-cruz.ca.us/Departments/GrandJury/2019-2020GrandJuryReportsandResponses.aspx>
3. 2019-20 Santa Cruz County Civil Grand Jury. June 16, 2020. *DeLaveaga Golf Course How City Policies and Practices Have Affected the Bottom Line*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/DeLaveagaGolf_Report.pdf
4. 2019-20 Santa Cruz County Civil Grand Jury. Sept 14, 2020. *City of Santa Cruz City Council Respond to the Findings and Recommendations Specified in the Report Titled DeLaveaga Golf Course How City Policies and Practices Have Affected the Bottom Line*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/2aR_DeLaveagaGolf_SCCityCouncil_Response.pdf#page=33
5. Confidential Grand Jury document.
6. Confidential Grand Jury document.
7. Confidential Grand Jury document.
8. 2019-20 Santa Cruz County Civil Grand Jury. June 19, 2020. *Fail in the Jail No Lights, No Camera, No Action?*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/JailInfrastructure_Report.pdf
9. Mitchell Medina, Undersheriff. Sept 17, 2020. *County of Santa Cruz Response to: Fail in the Jail: No Lights, No Camera, No Action?*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/2019-2020ConsolidatedResponses.pdf#page=308
10. Confidential Grand Jury document.
11. Confidential Grand Jury interview.
12. 2019-20 Santa Cruz County Civil Grand Jury. June 30, 2020. *Homelessness: Big Problem, Little Progress It's Time To Think Outside The Box*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/MicroHomes_Report.pdf

13. 2019-20 Santa Cruz County Civil Grand Jury. Sept 28, 2020. *2019-2020 Consolidated Report Responses*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/2019-2020ConsolidatedResponses.pdf#page=515
14. County of Santa Cruz
Human Services Department. "Agenda Item Submittal for June 9, 2021 Board of Supervisors Meeting." *Website*. Accessed May 7, 2023.
<https://www.documentcloud.org/documents/20500357-focus-strategies-homeless-report-march-2021>
15. Stephen Baxter. March 6, 2021. "County land for temporary housing included in homeless proposal." *Website*. Accessed May 7, 2023.
<https://santacruzlocal.org/2021/03/06/county-land-for-temporary-housing-included-in-homeless-proposal/>
16. City of Santa Cruz. March 3, 2021. "City Council Agenda Report for Meeting March 8, 2022." *Website*. Accessed May 7, 2023.
<https://s3.documentcloud.org/documents/21352451/santa-cruz-homelessness-action-plan.pdf>
17. Kara Meyberg Guzman. March 9, 2022. "Santa Cruz plan for unhoused includes shelters and county coordination." *Website*. Accessed May 7, 2023.
<https://santacruzlocal.org/2022/03/09/santa-cruz-plan-for-unhoused-includes-shelters-and-county-coordination/>
18. Sarah Neuse, Senior Planner. No Date. "Coral Street Visioning Report." *Website*. Accessed May 7, 2023.
<https://www.cityofsantacruz.com/Home/Components/Topic/Topic/11943/>
19. Jessica A. York. December 13, 2022. "Santa Cruz gathers input on Coral Street future." *Website*. Accessed May 7, 2023.
<https://www.santacruzsentinel.com/2022/12/13/santa-cruz-gathers-input-on-coral-street-future/>
20. 2019-20 Santa Cruz County Civil Grand Jury. June 16, 2020. *The Tangled Web Oh, What a Mangled Web We Weave....* Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/TangledWeb_Report.pdf
21. Santa Cruz County Board of Supervisors. Sept 14, 2020. *Santa Cruz County Board of Supervisors Respond to the Findings and Recommendations Specified in the Report Titled*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/2019-2020ConsolidatedResponses.pdf#page=10
22. Ralph Dimaricut. Sept 14, 2020. "Santa Cruz City Council Response Packet - The Tangled Web." *Website*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/1cR_TangledWeb_SantaCruzCityCouncil_Response.pdf#page=9
23. Confidential Grand Jury document.

24. Confidential Grand Jury document.
25. Confidential Grand Jury document.
26. Confidential Grand Jury document.
27. 2019-20 Santa Cruz County Civil Grand Jury. June 19, 2020. *Voter Data – Registering Concerns Keeping a Closer Eye on the Distribution of County Voter Registration Data*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/VoterData_Report.pdf
28. David Brown, Senior Administrative Analyst. October 20, 2020. “19-20 Grand Jury Report Responses.” *Website*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/6aR_VoterData_CountyClerk_Response.pdf#page=5
29. David Brown, Senior Administrative Analyst. October 20, 2020. “19-20 Grand Jury Report Responses.” *Website*. Accessed May 7, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2020_final/6aR_VoterData_CountyClerk_Response.pdf#page=7
30. 2021-22 Santa Cruz County Civil Grand Jury. 2021. *Reducing Our Community’s Risk from Wildfire It Will Take Money, Time, and Serious Cooperation*. Accessed March 9, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2022_final/2022-5_CZUFire_Report.pdf
31. 2020-21 Santa Cruz County Civil Grand Jury. 2020. *Wildfire Threat to the City of Santa Cruz Promote Policies to Prevent and Protect*. Accessed March 9, 2023.
https://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2021_final/2_City_Wildfire_Report.pdf
32. *Website*. 933(c). “Investigation of County, City, and District Affairs [925 - 933.6].” Accessed February 23, 2023.
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=933.&lawCode=PEN
33. *Website*. “Investigation of County, City, and District Affairs [925 - 933.6].” Accessed May 7, 2023.
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=933.05

Appendix A

Instructions for Respondents

California law PC §933.05^[33] requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
 - c. **DISAGREE** with the Finding and provide an explanation of the reasons therefore.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
 - a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
 - c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
 - d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefore.



**The 2022–2023 Santa Cruz County Civil Grand Jury
Requires the**

Scotts Valley City Council

to Respond by September 5, 2023

**to the Findings and Recommendations listed below
which were assigned to them in the report titled**

Honoring Commitments to the Public
County Agency Actions in Response to
2019–2020 Grand Jury Recommendations

Responses are **required** from elected officials, elected agency or department heads, and elected boards, councils, and committees which are investigated by the Grand Jury. You are required to respond and to make your response available to the public by the California Penal Code [\(PC\) §933\(c\)](#).

Your response will be considered **compliant** under [PC §933.05](#) if it contains an appropriate comment on **all** findings and recommendations **which were assigned to you** in this report.

Please follow the instructions below when preparing your response.

Instructions for Respondents

Your assigned [Findings](#) and [Recommendations](#) are listed on the following pages with check boxes and an expandable space for summaries, timeframes, and explanations. Please follow these instructions, which paraphrase [PC §933.05](#):

1. ***For the Findings, mark one of the following responses with an “X” and provide the required additional information:***
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE with the Finding** – specify the portion of the Finding that is disputed and include an explanation of the reasons why, or
 - c. **DISAGREE with the Finding** – provide an explanation of the reasons why.
2. ***For the Recommendations, mark one of the following actions with an “X” and provide the required additional information:***
 - a. **HAS BEEN IMPLEMENTED** – provide a summary of the action taken, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – provide a timeframe or expected date for completion, or
 - c. **REQUIRES FURTHER ANALYSIS** – provide an explanation, scope, and parameters of an analysis to be completed within six months, or
 - d. **WILL NOT BE IMPLEMENTED** – provide an explanation of why it is not warranted or not reasonable.
3. ***Please confirm the date on which you approved the assigned responses:***

We approved these responses in a regular public meeting as shown in our minutes dated August 16, 2023.

4. ***When your responses are complete, please email your completed Response Packet as a PDF file attachment to both***

The Honorable Judge Syda Cogliati Syda.Cogliati@santacruzcourt.org and

The Santa Cruz County Grand Jury grandjury@scgrandjury.org.

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F1. The 2022-2023 Grand Jury reviewed responses to five of the 2019-2020 reports and found that, in general, commitments were kept.

☒ **AGREE**

☐ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

F2. The evident coordination of responses from agencies leaves the public without independent contributions across agencies.

☐ **AGREE**

☐ **PARTIALLY DISAGREE**

☒ **DISAGREE**

Response explanation (required for a response other than **Agree**):

The Scotts Valley City Council independently reviews Grand Jury reports and drafts responses to specific findings or recommendations as accurately as we can. Depending on the topic, coordination improves the response we are able to provide. In addition, the City Council approves responses at a public meeting where the public can weigh in on the City's responses if they so choose to.

F6. Although the Cities of Capitola, Scotts Valley, and Watsonville agreed that there appear to be unused or underutilized parcels of land that could possibly be used for homeless services, it is not clear how this could be done.

☒ **AGREE**

☐ **PARTIALLY DISAGREE**

☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

F8. Staffing shortages made automating the process for updating the website of the City of Santa Cruz and redesigning the website of the City of Scotts Valley more difficult.

- ☒ **AGREE**
- ☐ **PARTIALLY DISAGREE**
- ☐ **DISAGREE**

Response explanation (required for a response other than **Agree**):

Recommendations

R1. All agencies should provide their own independent responses to findings and recommendations instead of referring to the response of another agency. (F2)

☐ **HAS BEEN IMPLEMENTED** – summarize what has been done

☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe

☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)

☒ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

There are topics that it may be appropriate for the City to refer to other agencies where another agency has responsibility regarding the topic.

R2. We continue to recommend that all organizations create and regularly update formal records of the actions they take to address Grand Jury recommendations, and to share those records with the public, in accordance with CA Penal Code Section 933(c). (F1, F2)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

The actions the City takes are already public records. The City's responses are provided to the public within the timelines as required by the cited Penal Code.

R5. As recommended in the 2022 “Homelessness Action Plan,” the Cities of Capitola, Scotts Valley, and Watsonville should collaborate with leaders from the County of Santa Cruz and the City of Santa Cruz to identify 20 new locations for shelters across the county. These cities should report on the status of this recommendation no later than December 31, 2023. (F6)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☒ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

The 2022 Homeless Action Plan is not a Scotts Valley adopted plan, however the City is willing to collaborate and assist where possible.

- R6.** The County of Santa Cruz and the four cities should plan to provide services for homeless persons at the sites identified in their plans, including but not limited to supportive housing, case management, and medical services. The County of Santa Cruz and the four cities should report to the Grand Jury on the status of providing homeless services at the sites identified no later than December 31, 2023. (F5, F6)

- ☐ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☒ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

The City of Scotts Valley does not have a homeless services plan. However, the City's draft housing element includes a variety of action to address the needs of persons experiencing homelessness, or at risk for homelessness in Program H-3.9 Emergency Shelters. These programs are proposed to be implemented by January 2026.

R9. The City of Scotts Valley should verify that their commitment to redesign their website to afford transparency, accessibility, and ease of use to all stakeholders has been completed by October 31, 2023. (F8)

- ☒ **HAS BEEN IMPLEMENTED** – summarize what has been done
- ☐ **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IN THE FUTURE** – summarize what will be done and the timeframe
- ☐ **REQUIRES FURTHER ANALYSIS** – explain the scope and timeframe (not to exceed six months)
- ☐ **WILL NOT BE IMPLEMENTED** – explain why

Required response explanation, summary, and timeframe:

The launch of the redesigned website occurred on March 14, 2023. This redesign modernized the website layout and reorganized the homepage for transparency, accessibility, and ease of use for all stakeholders. Additionally, on May 17, 2023, a new agenda management platform was added to the website which offers significant improvements to the online processes of streamlining the meetings, agenda management, agenda publication and recording minutes. The new platform ensures transparency for residents and other stakeholders and ensures that all documents are ADA accessible.

The maintenance of the website is a priority and is completed regularly with the understanding that, in this digital world, constant review and adjustment to the website is necessary.

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: Amendment to the Senior Center Advisory Commission Bylaws

SUMMARY OF ISSUE

The Scotts Valley Senior Center Advisory Commission Bylaws dictate how the Commission, known as the Senior Center Board of Directors, operates. Per Article VII, Section 3, the Board of Directors unanimously voted to recommend amendments to the bylaws at their August 1, 2023 regular meeting. These changes address:

1. Interim vacancies of board members

The current Bylaws are silent in regard to filling a mid-cycle vacancy for the two member-nominated directors. In 2023, both of these seats were vacated due to resignations without a formal process in place for replacing the directors, outside of scheduling a full member meeting. Staff and the Senior Board recommend adding language to allow the Board to nominate an interim board appointee to the member-recommended seats until the next regularly scheduled Member Meeting where a full vote can take place. Once the Board nominates a new director to fill the vacancy, the recommendation will be presented to the City Council for consideration. Once formally appointed by the City Council, the interim board member would then serve until replaced. (Article IV. Section 5)

2. Off cycle Officer appointments

Similar to the issue identified above, the bylaws state that a Chairperson and Vice-Chairperson are to be elected by the Board of Directors at the October Board Meeting. Staff and the Senior Board recommend additional language to address a mid-term vacancy in the case where an officer is unable to serve their full year term. (Article IV Section 4)

3. The Bylaws dictate the Board of Directors meet monthly on the first Tuesday of each month at 1:00pm. Staff and the Senior Board recommend amending this section to schedule meetings every two months, rather than every month. This change would allow staff and board members to focus on committee work or special projects rather than preparing for meetings each month. A special meeting could still be called if needed between regularly scheduled board meetings. (Article III Section 1)

FISCAL IMPACT

There is no fiscal impact to amending the bylaws as recommended.

STAFF RECOMMENDATION

Approve Resolution 1228.7 amending the Senior Advisory Commission Bylaws as drafted.

TABLE OF CONTENTS

1. Resolution 1228.7
2. Resolution 1228.7 Exhibit A - Senior Center ByLaws

RESOLUTION NO. 1228.7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AMENDING THE SENIOR CENTER ORGANIZATION BYLAWS

WHEREAS, by Resolution Nos. 1228, 1228.1 and 1228.2, the City of Scotts Valley formed a senior center organization under the auspices of the City of Scotts Valley to be called the “Scotts Valley Senior Center Organization” (The “Senior Organization”); and

WHEREAS, by Resolution No. 1228.3, Resolutions 1228, 1228.1, and 1228.2 were repealed and replaced, thereby creating new bylaws; and

WHEREAS, by Resolution Nos. 1228.4 and 1228.5, the bylaws created in Resolution 1228.3 were amended to provide clarity on qualifying criteria and election of at large members; and

WHEREAS, by Resolution 1228.6, the bylaws were amended in their entirety and replaced the bylaws previously created and amended; and

WHEREAS, some clarifications in the bylaws are needed to address the process of filling vacancies on the Board; and

WHEREAS, on August 1, 2023, the Board of Directors unanimously approved the proposed amendments for recommendation to the City Council.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Scotts Valley does hereby amends the bylaws created by Resolutions 1228.6 attached and incorporated hereto as Exhibit A.

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 16th day of August, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved:

Jack Dilles, Mayor

Attest: _____
Cathie Simonovich, City Clerk

SCOTTS VALLEY SENIOR CENTER ADVISORY COMMISSION

BYLAWS

ARTICLE I. NAME

- Section 1. **NAME:** The name of this organization is the Scotts Valley Senior Center Advisory Commission, hereinafter referred to as the Senior Organization.
- Section 2. **PLACE OF BUSINESS:** The principal place of business of this Senior Organization shall be the Scotts Valley Senior Center located at 370 Kings Village Road, Scotts Valley, California 95066.

ARTICLE II. PURPOSE

- Section 1. **OBJECTIVES AND PURPOSE:** The purposes for which this organization is formed are:
- A. The specific and primary purposes of the Senior Organization are to advise the City Council on issues affecting the senior population of the City of Scotts Valley and to provide an opportunity to persons 50 years of age or older to pursue their interests in educational, recreational, and craft activities and to promote the welfare of the senior citizenry of the City.

ARTICLE III. MEETINGS

- Section 1. **MEETINGS OF THE SENIOR ORGANIZATION:** The Senior Organization shall hold meetings follows:
- A. Annual Meeting. One (1) meeting of the Board of Directors shall be held yearly. If there is an at-large member vacancy on the Board of Directors, the Board of Directors shall hear recommendations on who shall fill that vacancy and all the people attending the annual meeting shall vote on that vacancy. The person receiving the most votes of the Board of Directors and the people attending the meeting shall be recommended to the City Council for appointment to the Senior Organization Board of Directors.
- B. Regular Meetings. The Board of Directors shall meet bi-monthly on the first Tuesday of ~~each month~~ January, March, May, July, September, and November at 1:00pm at the Senior Center.
- Section 3. **SPECIAL MEETING:** Special meetings may be called by written notice and posted not less than ten (10) days or no more than sixty (60) days to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting and the matters to be considered.
- Section 4. **NOTICE OF MEETINGS**
- A. Regular Meetings: Notice shall be given each member of the Board of Directors seventy-two (72) hours notice, by email, mail and/or telephone, for any change in meeting time or place. The agenda for the meeting shall be posted in accordance with State law.

B. Special Meetings: Notice must be posted in accordance with State law, at the Senior Organization and each member of the Board of Directors shall be given email and/or telephone notice of the time and place of all meetings at least twenty-four (24) hours

Section 5. QUORUM: A majority of the Board of Directors shall constitute a quorum. Any motion receiving the affirmative vote of a majority when a quorum is present shall be a binding act of the Senior Organization unless a greater number is required by law or by these bylaws.

ARTICLE IV. BOARD OF DIRECTORS AND OFFICERS

Section 1. BOARD OF DIRECTORS: The affairs of the Senior Organization shall be managed and supervised by a seven (7) member Board of Directors five of whom shall be appointed by the City Council in the manner provided for the appointment of Commissioners and Committee members in the Scotts Valley Municipal Code. Two (2) of the seven (7) appointments shall consist of members recommended for appointment in accordance with the terms of Article III, Section 1 to serve for a four (4) year term.

Section 2. AUTHORITY OF THE BOARD: The Board of Directors shall be responsible for the Senior Organization's compliance with its Bylaws. The Board shall advise the City on all matters pertaining to the maintenance of the Senior Organization, its physical properties and its activities. The Board shall advise the City with respect to the conduct of the affairs and business activities of the Senior Organization, as well as with respect to matters of policy.

It is specifically recognized that the authority of the Board of Directors under this Section and under these Bylaws is subject to and limited by the provisions of Resolution Nos. 1228.3, 1228.4 and 1228.5 of the City of Scotts Valley.

It is specifically recognized, notwithstanding anything to the contrary herein, that the use of any Senior Organization building that is owned by the City of Scotts Valley, shall be subject to all rules and regulations of the City of Scotts Valley and that no alteration of any such building may occur without the approval, first had and obtained, of the City Council.

Section 3. TERM OF OFFICE: Each appointed Board Member shall serve for a term as appointed by the City Council. Board Members shall assume duties when directed by the City Council. If a Board Member is unable to complete their term of office, they shall notify the Board of Directors in writing. The Chair Person shall notify the City of said vacancy. The Board may make a recommendation to the City Council for an interim appointee to temporarily fill a vacant at-large board seat. Once approved by the City Council, the interim appointee serves until the next Annual Meeting. –A Board Member may be removed from office by the City Council as provided in the Scotts Valley Municipal Code.

Section 4. OFFICERS: The officers of the Senior Organization shall be the Chairperson and Vice-Chairperson. All officers shall be elected by the Board of Directors and shall serve a term of one year. All the aforesaid officers shall be elected by the Board of Directors from among its own ranks at the October Board of Directors Meeting to take effect at the following January Board of Directors Meeting. In the event an officer is unable to fulfill their term as Chair, the Vice Chair shall become Chair and the Board of Directors may elect a new Vice Chair to full the remainder of the annual term.

- Section 5. **NOMINATIONS:** If required, at the annual meeting, nominations for the two at-large members of the Board of Directors Members may be made by the Board of Directors and/or members from the floor as discussed in Section 1 of Article IV. All nominees must have previously agreed to serve.
- Section 6. **BALLOTING:** In the event that more nominees are named than there are vacancies, secret balloting shall be conducted. Names on the ballot shall be listed in the order of a random drawing.
- Section 7. **PANEL OF CANDIDATES:** The candidates shall also be made known through the Senior Center newsletter two months prior and the usual posted notice in the Senior Center at least two weeks prior the election for recommendation.
- Section 8. **DUTIES OF THE CHAIR:**
A: The Chair shall preside at meetings of the Board of Directors and at members meetings. The Chair shall, with the approval of the Board of Directors appoint chairpersons of all committees; shall sign all documents on behalf of the Senior Organization as authorized by the Board; shall act as ex-officio member and advisor of all committees other than the nominating committee. The Chair shall exercise general supervision of the activities of the Senior Organization.
- Section 9. **DUTIES OF THE VICE-CHAIR:** The Vice-Chair, in the absence of the Chair, shall perform their duties and carry out such other duties as authorized by the Board of Directors.

ARTICLE V. COMMITTEES

- Section 1. **STANDING COMMITTEES:** The Board of Directors has the authority to form committees to further the purposes of the Senior Organization. All committees and committee members will be on a volunteer basis with prior approval of the Board after consultation with the Coordinator. Standing committees may be, but not limited to, Balloting, Entertainment, Kitchen, Membership, Property, Publicity, Senior Care, Social, Sunshine, Ways and Means or other committees as may be deemed necessary and approved by the majority of the Board. Liaisons to the Board of Directors may be appointed by the Board for any committee. Meetings of Standing Committees shall be subject to the requirement of the Brown Act.
- Section 2. **SPECIAL COMMITTEES:** Ad-Hoc committees may be appointed from time to time for a limited purpose and limited duration by the Chair with the approval of the majority vote of the Board.

ARTICLE VI. FEES AND DUES

- Section 1. The City Council, in consultation with the Board of Directors, shall establish dues for participation in events at the Senior Center.

ARTICLE VII. MISCELLANEOUS

- Section 1. **RULES OF ORDER:** Robert's Rules of Order shall be adhered to at all meetings of the Board of Directors and members.

Section 2. SOLICITORS OF AGENTS: No solicitors or agents shall be allowed to display their ware, conduct or transact their business in the Senior Center at any time unless requested to do so by the Coordinator with Board of Directors' approval.

Section 3. AMENDMENTS OF BYLAWS: The Board of Directors may recommend that these bylaws may be amended, altered or repealed by the City Council. Further, no amendment of these bylaws shall be effective for any purpose unless and until the same is approved by the City Council

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Stephanie Hill, Administrative Services Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Side Letter to Memorandum of Understanding, Police Bargaining Units**

SUMMARY OF ISSUE

The Memorandum of Understanding (MOU) between the City of Scotts Valley (the City) for the Scotts Valley Police Bargaining Unit (PBU) and the Scotts Valley Police Supervisors Association Bargaining Unit (SVPSA) includes language defining hours of work, overtime, and payment of overtime. During the implementation of the new payroll system, it was determined that some of the language was inconsistent with the pay practices. It is deemed in the best interest of both parties to amend certain language.

For the Hourly Rate Side Letters, the MOU includes language establishing the patrol division base pay to be based on 2,184 hours. However, this change was not implemented by the City. The increased hours were not factored into the salary schedule, meaning if the change in calculation was implemented, it would have resulted in a 5% pay reduction, which was not the intention of the City.

For the Definition of Overtime Side Letters, the Fair Labor Standards Act (FLSA) language was modified to allow for bi-weekly payments of overtime, going from a 28-day work period to a 14-day work period. Additionally, while the FLSA 7k exemption allows for police and fire to have excess non-overtime hours, it was modified to add that the City agrees to pay overtime for anything above the standard patrol officer 84-hour work period.

City staff is recommending that the City Council approve an amendment to the MOU for the SVPSA and the PBU.

FISCAL IMPACT

The cost for these adjustments is expected to be absorbed within the current Fiscal Year 2023-2024 Budget.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No. 2031 approving the amendment to the Memorandum of Understanding between the City of Scotts Valley and Police Supervisor Association and the Police Bargaining Unit.

TABLE OF CONTENTS

1. RESOLUTION 2031 - SVPOA & PBU MOU Amendment 2023
2. SVPSA - Definition of Overtime Payment of Overtime Side Letter
3. PBU - Definition of Hourly Rate Side Letter
4. PBU - Definition of Overtime Payment of Overtime Side Letter
5. SVPSA - Definition of Hourly Rate Side Letter

RESOLUTION NO. 2031

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE AMENDMENTS TO THE MEMORANDUMS OF
UNDERSTANDING BETWEEN THE CITY OF SCOTTS VALLEY AND THE
POLICE SUPERVISORS ASSOCIATION AND THE POLICE BARGAINING
UNIT**

WHEREAS, the City of Scotts Valley (hereinafter referred to as the “City”) approves all wage and benefit adjustments for the City employees, including the Police Supervisors Associate (hereinafter referred to as “PSA”) and the Police Bargaining Unit (hereinafter referred to as “PBU”); and

WHEREAS, the City and PSA and PBU entered into certain Memorandums of Understanding, each dated June 16, 2021, where certain commitments and obligations of the parties including, but not limited to, the compensation paid to members was agreed upon; and

WHEREAS, technical language and application of pay practice changes were identified and the parties desire to amend the Memorandums of Understanding for PBU and PSA to update hourly rate and overtime calculations; and

WHEREAS, the PSA and PBU approved the proposed amendments on August 9, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Scott Valley hereby approves the amendments to the Memorandums of Understanding for PSA and PBU attached hereto as Exhibit A. The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regularly scheduled meeting held on the 16th day of August, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Cathie Simonovich, City Clerk

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF SCOTTS VALLEY AND
SCOTTS VALLEY POLICE SUPERVISORS ASSOCIATION UNIT**

August 16, 2023

This Side Letter Agreement (Agreement) modifies the Memorandum of Understanding (MOU) between the City of Scotts Valley (the City) and Scotts Valley Police Supervisor Association Bargaining Unit (SVPSA) for the period of August 5, 2023 – June 30, 2024 regarding overtime calculation.

OVERTIME CALCULATION

BACKGROUND:

MOU Section 4.02, Definition of Hours of Work, includes a definition of Hours of Work. The City and SVPSA have met and agreed to change the definition of Hours of Work provisions in the MOU.

MOU Section 5.03, Definition of Overtime, includes a definition of Overtime. The City and SVPSA have met and agreed to change the definition of Overtime provisions in the MOU.

MOU Section 5.04, Payment of Overtime, includes Payment of Overtime. The City and SVPSA have met and agreed to change the Payment of Overtime provisions in the MOU.

ACTION:

As a result, language in Section 4.02 shall be amended with this Agreement to state the following:

Hours of work for patrol officers and Emergency Dispatcher Clerk I (EDC-1) will be twelve (12) hours per shift. For patrol personnel, the normal work period for the purpose of calculating overtime will be fourteen (14) days starting on the first day of the bi-weekly pay period and ending on the last day of the bi-weekly pay period. For all other personnel, the normal period for calculating overtime will be seven (7) days. The normal hours of work for employees other than patrol will be forty (40) hours in the seven (7) day work week.

The City may elect to use the designated 14-day work period for patrol division under the 7(k) exemptions contained in the Fair Labor Standards Act (FLSA). All hours worked shall be compensated at the straight hourly rate (Section 5.05), provided that i) hours of work in excess of eighty-six (86) hours per each fourteen (14) day work period will be considered FLSA overtime for patrol personnel, and ii) hours of work in excess of forty (40) hours per each seven (7) day work period will be considered FLSA overtime for all other employees. All overtime hours will be compensated pursuant to the provisions of Section 5.04 of this Agreement.

As a result, language in Section 5.03 shall be amended with this Agreement to state the following:

For the purposes of the 3/12 patrol officer work schedule, pursuant to the 14-day 7K exemption under the FLSA, 86 non-overtime hours are allowed in a 14-day work period. The City has the right to decide whether or not the designated 14-day 7K exemption, provided for under the FLSA, shall be applied to patrol officers or pay overtime more generously than the FLSA requires. If the City exercises its right to invoke the designated 14-day 7K exemption, the SVPSA maintains its right to meet and confer over the effects of the City's decision on matters within the scope of representation. As of current, the City agrees to pay overtime for all hours worked over 84 hours in a 14-day work period.

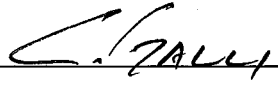
For employees other than patrol personnel, all overtime work will be defined as all work performed pursuant to Section 4.01 and 4.02 in excess of forty (40) hours for each seven (7) day work period.

For all employees on the 3/12 work schedule, all work performed does not include the eight (8) hours of holidays paid (whether they work on those holidays or not) and does not include the four (4) hours of additional holiday hours paid to employees who work on holidays as provided elsewhere in this Agreement.

As a result, language in Section 5.04 shall be amended with this Agreement to state the following:

For patrol personnel, all hours in excess of eighty-four (84) hours in the fourteen day work period will be paid in accordance with the FLSA and settlement agreement reached between the City and Association dated May 8, 2020. For all other employees, all overtime work will be compensated at the rate of one and one half (1.5) times the regular rate after forty (40) hours in any work week. All paid time off will be considered time worked in determining overtime, except that for employees on the 3/12 work schedule, both the eight (8) or ten (10) hours of holiday paid to employees (whether they work holidays or not) and the four (4) hours or pro-rated hours of additional holiday hours paid to employees who do work holidays other than the floating holiday will not be considered time worked in determining overtime.

This Agreement does not modify any other terms of the MOU and all such terms remain in full force and effect. In the event of a conflict between the terms of the Agreement and the MOU, the terms of the Agreement shall control.

City of Scotts Valley	SVPSA Representative
By: Mali LaGoe, City Manager	By: Chris Galli Police Sergeant 
Approved as to Form:	
By: Kirsten Powell, City Attorney	

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF SCOTTS VALLEY AND
POLICE BARGAINING UNIT**

August 16, 2023

This Side Letter Agreement (Agreement) modifies the Memorandum of Understanding between the City of Scotts Valley (the City) and Scotts Valley Police Bargaining Unit (PBU) for the period of July 1, 2020 – June 30, 2024 (MOU).

DEFINITION OF HOURLY RATE

BACKGROUND:

MOU Section 5.05, Definition of Hourly Rate, includes Definition of Hourly Rate. The City and PBU have met and agreed to change the Payment of Overtime provisions in the MOU.

The MOU includes language establishing the patrol division base pay to be based on 2,184 hours. However, this change was not implemented by the City. The increased hours were not factored into the salary schedule, meaning if the change in calculation was implemented, it would have resulted in a 5% pay reduction. The Agreement will clarify and be consistent with past pay practices.

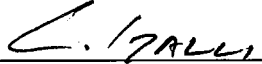
ACTION:

As a result, language in Section 5.05 shall be amended to state the following:

“For purposes of this section, hourly rate shall be defined as follows:

- Base Monthly Pay times (12) months, divided by 2,080 hours (per year) equals hourly rate.”

This Agreement does not modify any other terms of the MOU and all such terms remain in full force and effect. In the event of a conflict between the terms of the Agreement and the MOU, the terms of the Agreement shall control.

City of Scotts Valley	PBU Representative
By: Mali LaGoe, City Manager	By: Chris Galli Police Sergeant 
Approved as to Form:	
By: Kirsten Powell, City Attorney	

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF SCOTTS VALLEY AND
POLICE BARGAINING UNIT**

August 16, 2023

This Side Letter Agreement (Agreement) modifies the Memorandum of Understanding (MOU) between the City of Scotts Valley (the City) and Scotts Valley Police Bargaining Unit (PBU) for the period of August 5, 2023 – June 30, 2024 regarding overtime calculation.

OVERTIME CALCULATION

BACKGROUND:

MOU Section 4.02, Definition of Hours of Work, includes a definition of Hours of Work. The City and PBU have met and agreed to change the definition of Hours of Work provisions in the MOU.

MOU Section 5.03, Definition of Overtime, includes a definition of Overtime. The City and PBU have met and agreed to change the definition of Overtime provisions in the MOU.

MOU Section 5.04, Payment of Overtime, includes Payment of Overtime. The City and PBU have met and agreed to change the Payment of Overtime provisions in the MOU.

ACTION:

As a result, language in Section 4.02 shall be amended with this Agreement to state the following:

Hours of work for patrol officers and Emergency Dispatcher Clerk I (EDC-1) will be twelve (12) hours per shift. For patrol personnel, the normal work period for the purpose of calculating overtime will be fourteen (14) days starting on the first day of the bi-weekly pay period and ending on the last day of the bi-weekly pay period. For emergency dispatchers and all other personnel, the normal period for calculating overtime will be seven (7) days. The normal hours of work for employees other than patrol will be forty (40) hours in the seven (7) day work week.

The City may elect to use the designated 14-day work period for patrol division under the 7(k) exemptions contained in the Fair Labor Standards Act (FLSA). All hours worked shall be compensated at the straight hourly rate (Section 5.05), provided that i) hours of work in excess of eighty-six (86) hours per each fourteen (14) day work period will be considered FLSA overtime for patrol personnel, and ii) hours of work in excess of forty (40) hours per each seven (7) day work period will be considered FLSA overtime for all other employees. All overtime hours will be compensated pursuant to the provisions of Section 5.04 of this Agreement.

As a result, language in Section 5.03 shall be amended with this Agreement to state the following:

For the purposes of the 3/12 patrol officer work schedule, pursuant to the 14-day 7K exemption under the FLSA, 86 non-overtime hours are allowed in a 14-day work period. The City has the

right to decide whether or not the designated 14-day 7K exemption, provided for under the FLSA, shall be applied to patrol officers or pay overtime more generously than the FLSA requires. If the City exercises its right to invoke the designated 14-day 7K exemption, the PBU maintains its right to meet and confer over the effects of the City's decision on matters within the scope of representation. As of current, the City agrees to pay overtime for all hours worked over 84 hours in a 14-day work period.

For employees other than patrol personnel, all overtime work will be defined as all work performed pursuant to Section 4.01 and 4.02 in excess of forty (40) hours for each seven (7) day work period.

For all employees on the 3/12 work schedule, all work performed does not include the eight (8) hours of holidays paid (whether they work on those holidays or not) and does not include the four (4) hours of additional holiday hours paid to employees who work on holidays as provided elsewhere in this Agreement.

As a result, language in Section 5.04 shall be amended with this Agreement to state the following:

For patrol personnel, all hours in excess of eighty-four (84) hours in the fourteen day work period will be paid in accordance with the FLSA and settlement agreement reached between the City and Association dated May 8, 2020. For all other employees, all overtime work will be compensated at the rate of one and one half (1.5) times the regular rate after forty (40) hours in any work week. All paid time off will be considered time worked in determining overtime, except that for employees on the 3/12 work schedule, both the eight (8) or ten (10) hours of holiday paid to employees (whether they work holidays or not) and the four (4) hours or pro-rated hours of additional holiday hours paid to employees who do work holidays other than the floating holiday will not be considered time worked in determining overtime.

This Agreement does not modify any other terms of the MOU and all such terms remain in full force and effect. In the event of a conflict between the terms of the Agreement and the MOU, the terms of the Agreement shall control.

City of Scotts Valley	PBU Representative
By: Mali LaGoe, City Manager	By: Chris Galli Police Officer 
Approved as to Form:	
By: Kirsten Powell, City Attorney	

**SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF SCOTTS VALLEY AND
SCOTTS VALLEY POLICE SUPERVISORS ASSOCIATION UNIT**

August 16, 2023

This Side Letter Agreement (Agreement) modifies the Memorandum of Understanding between the City of Scotts Valley (the City) and Scotts Valley Police Supervisors Association Bargaining Unit (SVPSA) for the period of July 1, 2020 – June 30, 2024 (MOU).

DEFINITION OF HOURLY RATE

BACKGROUND:

MOU Section 5.05, Definition of Hourly Rate, includes Definition of Hourly Rate. The City and SVPSA have met and agreed to change the Definition of Hourly Rate provisions in the MOU.

The MOU includes language establishing the patrol division base pay to be based on 2,184 hours. However, this change was not implemented by the City. The increased hours were not factored into the salary schedule, meaning if the change in calculation was implemented, it would have resulted in a 5% pay reduction. The Agreement will clarify and be consistent with past pay practices.

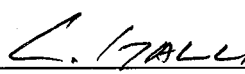
ACTION:

As a result, language in Section 5.05 shall be amended to state the following:

“For purposes of this section, hourly rate shall be defined as follows:

- Base Monthly Pay times (12) months, divided by 2,080 hours (per year) equals hourly rate.”

This Agreement does not modify any other terms of the MOU and all such terms remain in full force and effect. In the event of a conflict between the terms of the Agreement and the MOU, the terms of the Agreement shall control.

City of Scotts Valley	PBU Representative
By: Mali LaGoe, City Manager	By: Chris Galli Police Sergeant 
Approved as to Form:	
By: Kirsten Powell, City Attorney	

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Stephanie Hill, Administrative Services Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: Approve updated salary schedule for 3 positions

SUMMARY OF ISSUE

The labor market continues to make positions difficult to retain and to fill with qualified candidates. As a result, City staff is recommending that the City Council approve an amended salary schedule for the positions of Accountant II, Senior Accountant, and Recreation Coordinator.

These positions were compared to other local agencies as outlined in the Memorandum of Understanding, as well as against other comparable positions within the current salary schedule. The proposed monthly salary schedule for each respective position is shown below:

Accountant II	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Existing	5,852	6,145	6,452	6,775	7,114	7,470	7,844
Proposed	6,776	7,115	7,471	7,845	8,237	8,649	9,081

Sr Accountant	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Existing	6,776	7,115	7,471	7,845	8,237	8,649	9,081
Proposed	8,037	8,439	8,861	9,304	9,769	10,257	10,770

Recreation Coordinator	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Existing	3,762	3,950	4,147	4,354	4,572	4,800	5,040
Proposed	5,008	5,258	5,521	5,798	6,088	6,392	6,712

FISCAL IMPACT

Costs for these positions will be absorbed in the current FY 2023-2024 budget. Future costs will be included in subsequent budgets, subject to consideration and approval by the City Council during the annual budget process.

STAFF RECOMMENDATION

It is recommended that the City Council approve Resolution No. 1955.26 approving the Salary Schedules for the Accountant II, Senior Accountant, and Recreation Coordinator positions.

TABLE OF CONTENTS

1. RESOLUTION 1955.26 - Salary Schedule

RESOLUTION NO. 1955.26

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
APPROVING THE AMENDED SALARY SCHEDULE FOR THE
ACCOUNTANT II, SENIOR ACCOUNTANT, AND RECREATION
COORDINATOR JOB CLASSIFICATIONS**

WHEREAS, City staff continues to analyze the organization's evolving needs; and

WHEREAS, staff have identified the Accountant II, Senior Accountant, and Recreation Coordinator as key positions to lead special projects in the current Fiscal Year and in the future; and

WHEREAS, approving the amended salary schedule for these positions will assist in recruiting staff to fulfill to the City's needs; and

WHEREAS, an amendment to the salary schedule for these positions is in the best interest of the City to recruit and retain top-tier talent; and

WHEREAS, City Council approval is needed to amend the Salary Schedule.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Scotts Valley that the Salary Schedule is hereby approved as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accountant II	6,776	7,115	7,471	7,845	8,237	8,649	9,081
Sr Accountant	8,037	8,439	8,861	9,304	9,769	10,257	10,770
Recreation Coordinator	5,008	5,258	5,521	5,798	6,088	6,392	6,712

The above and foregoing resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a meeting held on the 16th day of August 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Jack Dilles, Mayor

Attest: _____
Cathie Simonovich, City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Steve Jesberg, Interim Public Works Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: On-Call Paving and Asphalt Contract Award

SUMMARY OF ISSUE

The intention of the On-Call Asphalt and Concrete Services project is to repair existing streets, sidewalks, curb and gutters as a result of development impacts, weather, and general use.

The call for bids for the On-Call Asphalt and Concrete Services project was advertised July 14th, 2023 as a formal bid. The project was bid on a unit price basis, allowing the contractor to perform work in the on-call asphalt and concrete services up to the amount budget for the duration of the program. The budgeted amount for the year duration of the program is proposed to be \$250,000.

Staff received one bid from responding companies that have a general competency for performing work covered by this bid. The low bid in the amount of \$116,900.00 from the Johnson & Company, Inc., was found to be both responsive and responsible.

Staff reviewed the bid and took into consideration the company and estimated cost to perform the work. The company has been operating since 1992 and specializes in underground construction of all types. Work experience includes earthwork, grading, paving, compaction of building pads, parking lots, driveways and various other construction related activities. The bid also lists reputable contractors, for subcontracting scopes of work, which include FMG, Granite Rock Co., Chrisp Co., and Graham Contractors.

Public Works received the following bids:

Johnson & Company, Inc.	\$116,900.00
-------------------------	--------------

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

FISCAL IMPACT

This project is funded in the Capital Improvement program fund (Project #17). The following is a breakdown of the funding available:

SB1 (RMRA)	\$220,000
Gas Tax	\$205,000
Total program funding	\$425,000

Remaining funds in the account will be available for future road projects.

There is no impact on the general fund.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into agreements with Johnson & Company, Inc. for the On-Call Asphalt and Concrete Services in a form approved by the City Attorney.

TABLE OF CONTENTS

1. On-Call Asphalt and Concrete Services_ Bid Attachment

Book 1 of 2
INFORMAL INVITATION FOR BIDS

FOR CONSTRUCTION OF

PW Project No. P23-005
On-Call Asphalt and Concrete Services

Issued July 14th, 2023

Bid Due Date: 2:00PM Friday, August 4th

OPTIONAL Virtual PRE-BID: July 24 , 2023 @ 2 PM,

(Microsoft Teams Login details: Meeting ID: 240 881 365 916; Passcode: SCtMWk)

City Point of Contact: Phillip Linarte, Senior Engineer,
(831)783-5611, plinarte@scottsvally.gov



CITY OF SCOTTS VALLEY
PUBLIC WORKS DEPARTMENT

THIS PAGE LEFT INTENTIONALLY BLANK

TABLE OF CONTENTS

TABLE OF CONTENTS	III
NOTICE TO BIDDERS	N-1
CONSTRUCTION AGREEMENT	C-1
BOND FOR FAITHFUL PERFORMANCE	C-4
BOND FOR SECURITY OF LABORERS AND MATERIAL PERSON	C-5
PROPOSAL	P-1
CONTRACTOR'S BID AND BID PRICE SCHEDULE	P-5
SAMPLE PROJECT	P-5
SUBCONTRACTORS LISTING	P-8
PUBIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE	P-9
PUBLIC CONTRACT CODE 10232 STATEMENT	P-10
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	P-10
NONCOLLUSION AFFIDAVIT	P-11
BIDDER'S BOND	XII

CITY OF SCOTTS VALLEY, CALIFORNIA

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the City of Scotts Valley, State of California, that sealed informal bids for work in accordance with this invitation, Project Documents and Contract Documents will be received in the office of the Public Works Department located at 361 Kings Village Road, Scotts Valley, CA 95066, until 2:00p.m. on Friday August 4th, 2023, at which time they will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, and equipment and performing all work necessary and incidental to the completion of the project known as On-Call Asphalt and Concrete Services. The City of Scotts Valley maintains approximately 32 centerline miles of arterial, collector and local streets. The Public Works Department is responsible for the administration of the On-Call Asphalt and Concrete Services contract. See Section 4 – Scope of Works for details. The maximum total amount payable under the contract is \$250,000, but City offers no assurances of the actual dollar value of the work.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Each Bid shall be made in accordance with the Plans, Specifications and Contract Documents prepared therefore, and may be secured from the Public Works Department, 361 Kings Village Road, Scotts Valley, California, weekdays, excluding city holidays, between the hours of 8:00 a.m. and 4:00 p.m. or from the City's website www.scottsvally.org, CIPLIST.com, or Central Coast Builders Association. To receive potential addendums and qualify to bid, Contractors must register with the Public Works Department.

SUBMISSION OF BIDS: The City contact noted on the cover sheet of this solicitation will receive sealed bids labeled as indicated within this Notice to Bidders until 2:00 p.m. on the bid due date at the office of the Public Works Department, 361 Kings Village Road, Scotts Valley, CA 95066. Bids received after this time will not be accepted. All bids should be addressed to the identified City contact, and shall bear the title or name of the work to be constructed.

CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the Provisions of the California Public Contract Code Section 3300, bidders shall be properly licensed to perform the Work and shall possess a CLASS A and or C32. In accordance with the provisions of California Business and Professions Code Section 7028.15, a bid submitted to the City by a Contractor who is not licensed in accordance with Chapter 9 of the California Business and Professions Code shall be considered non-responsive and shall be rejected by the City.

BUSINESS LICENSE: The Contractor must obtain and comply with all of the requirements of the City Business Ordinance, where applicable, before beginning work and through Contract Acceptance.

NONDISCRIMINATION: This Contract is subject to State and contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990 and shall be constructed and interpreted in compliance with said provisions.

On Call Asphalt and Concrete Services
Notice to Bidders

BID SECURITY: Each bid must be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid. The check or bond shall be made payable to the order of the City of Scotts Valley.

Pursuant to Section 4590 of the California Government Code, Contractor will be permitted, at Contractor's request and sole expense, to substitute securities of any monies withheld by City to ensure performance under the contract. Said securities will be deposited either with City or with a state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bond or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

WAGE RATE REQUIREMENTS AND DEPARTMENT OF INDUSTRIAL RELATIONS: In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulation, as modified and effective January 27, 1997. Each Contractor must comply with the Federal wage requirements of the Davis-Bacon Act. The higher of the two rates (State and Federal) must be paid to each person working on the project. Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determination effective at the time of the call for bids.

Per SB 854, this project is subject to labor compliance monitoring and enforcement by the DIR. No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the DIR pursuant to Labor Code Sections 1771.1(a)(1), 1725.5, and 1771.1(a). No contractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless the contractor and all of its subcontractors are registered with the DIR pursuant to Labor Code 1725.5, see Labor Code 1771.1(b).

AWARD OF CONTRACT AND REJECTION OF BIDS: Bids will be considered for award by the Scotts Valley City Council. The City of Scotts Valley reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interest of the City.

**CONSTRUCTION AGREEMENT
CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

THIS AGREEMENT, made and concluded that ____ day of _____, 20__ between the **CITY OF SCOTTS VALLEY**, hereinafter called CITY, and _____, hereinafter called CONTRACTOR.

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

The work to be done is described in Section 9 "Description of Work" of the Special Provisions, which said Special Provisions are hereby made a part of this contract, and is shown upon the plans entitled On Call Asphalt and Concrete Services, which said plans are hereby made a part of the contract. **The work shall be completed 365 working days after issuance of notification to proceed and each individual work order shall be completed in 30 days upon issuance.**

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

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

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

ARTICLE V. **CONTRACTOR shall be compensated for satisfactory completion of the work in compliance with the contract documents for the sum not to exceed \$_____ in**

On Call Asphalt and Concrete Services
Contract (Agreement)

C-1

accordance with the payment schedule outlined in the CONTRACTOR'S Bid Form dated _____, 20__.

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

By: _____

Date: _____

License No: _____

FOR CITY OF SCOTTS VALLEY

By: _____ Date: _____
Mali LaGoe, City Manager

ATTEST:

By: _____ Date: _____
Cathie Simonovich, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Kirsten Powell, City Attorney

On Call Asphalt and Concrete Services
Contract (Agreement)

C-3

**CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

BOND NO. _____

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City Council of the City of Scotts Valley, State of California, and _____, (herein designated as "Contractor") have entered into an agreement whereby contractor agrees to install and complete certain designated public improvements, which said agreement dated _____, 20____ identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, THEREFORE, WE, the principals and _____, as surety, are held and firmly bound unto the City of Scotts Valley, hereinafter called "City", in the penal sum of _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum, well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if above-bounded contractor, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principals and surety above names, on _____, 20____.

Surety

Attorneys in Fact

Principal

Principal

BOND NO. _____

**CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

BOND FOR SECURITY OF LABORERS AND MATERIAL PERSON

WHEREAS, the City Council of the City of Scotts Valley, State of California, and _____, (herein designated as "principals") have entered into an agreement whereby principals agrees to install and complete certain designated public improvements, which said agreement dated _____, 20__, and identified as _____, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said Agreement, principals are required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Scotts Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principals and the undersigned as corporate surety, are held firmly bound unto the City of Scotts Valley and all contractors, subcontractors, laborers, material person and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Civil Code in the sum of _____ Dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suite is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in successfully enforcing such obligation to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 Division 3 of the a right to action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principals and surety above names, on _____, 20__.

Surety

Attorneys in Fact

Principal

BID PROPOSAL

**To: CITY OF SCOTTS VALLEY,
COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA
(herein called Owner)**

for the construction of

**Public Works Project No. P23-005
On-Call Asphalt and Concrete Services**

NAME OF BIDDER J. Johnson & Company, Inc.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP Watsonville, Ca. 95076-0414

BUSINESS STREET ADDRESS 600 Calabasas Rd.
(Please include even if P.O. Box used)

CITY, STATE, ZIP Watsonville, Ca. 95076-0414

TELEPHONE NO: AREA CODE (831) 722-8453 **Cell** 831-332-8452

FAX NO: AREA CODE () None

CONTRACTOR LICENSE NO. 794964 "A"

DIR CONTRACTOR REGISTRATION NO. 1000014280

PROPOSED SCHEDULE OF WORK: Sawcut, Excavate, Demo, Place PCC, Grinding, Paving, Adjust
Utilities to Grade, Stripe, Install Pavement Striping, Markings and Reflective Pavement Markers.

1. Pursuant to and in compliance with your Notice to Bidders and the contract documents relating to the construction of On Call Asphalt and Concrete Services including Addenda Nos. NONE 99, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to perform fully the work within the time stated in strict accordance with the contract documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the contract documents.

2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and contractor shall not request that the bid be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.
4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the contract documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material person's Bond as specified and proof of insurance coverage as required in the General Conditions, all within ten (10) days after personal delivery or after deposit in the mails, of the notifications of acceptance of this bid. The abovementioned bonds shall be satisfactory to and on the forms approved by Owner.
5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
6. The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix said bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Scotts Valley or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted under sign's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository.
7. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and

the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF SCOTTS VALLEY's* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

- 8. The undersigned certifies that the contract documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the contract documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.
- 9. The undersigned has included with its bid submittal a proposed schedule of work, subject to modification by the Public Works Director, that identifies key project milestones and requirements including irrigation system repair; hydro-seeding; and watering, weeding and mowing schedules.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SCOTTS VALLEY*, and that discretion will be exercised in the manner deemed by the *CITY OF SCOTTS VALLEY* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SCOTTS VALLEY* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this bid is Bidder's Bond (insert words "cash", "cashier's check", "certified check" or "bidder's bond" as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

J. Johnson & Company, Inc.

James J Johnson President

Carla P. Johnson VP Secretery / Tresurer

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

CITY OF SCOTTS VALLEY

CONTRACTOR'S BID AND BID PRICE SCHEDULE

Public Works Project No. P23-005 On-Call Asphalt and Concrete Services

NOTE: This is a contract with a total value not to exceed **\$250,000**. The sample project shown below is hypothetical, and realistic, work order spanning multiple locations. The quantities and total amount below have been provided for the purposes of bid comparison only. Unit costs on the **Sample Project** must match **UNIT PRICING** provided below. Actual project work orders may vary in scope or quantity, and there are no assurances on quantities or price for any individual work order. All of the proposal items below shall include all labor, materials, tools, equipment, Traffic Control and incidental costs for each item complete, in place, in accordance with the Scope of Work, Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

Sample Project

ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL (In figures)
Mobilization	LS	1	\$ 4,000.00	\$ 4,000.00
SWPP	LS	1	\$ 2,400.00	\$ 2,400.00
6" HMA Dig-out	SF	250	\$ 64.00	\$ 16,000.00
Adjust utility boxes and meters to grade	EA	2	\$ 1,600.00	\$ 3,200.00
Vertical Curb and Gutter	LF	100	\$ 95.00	\$ 9,500.00
Adjust water valves to grade	EA	2	\$ 1,000.00	\$ 2,000.00
Adjust monuments to grade	EA	1	\$ 2,000.00	\$ 2,000.00
Crack Seal	LF	500	\$ 11.00	\$ 5,500.00
Adjust manholes to grade	EA	1	\$ 2,900.00	\$ 2,900.00
Root and subgrade repair	SF	600	\$ 25.00	\$ 15,000.00
Slurry reconstruction	SY	1500	\$ 11.00	\$ 16,500.00
Pavement milling	CY	50	\$ 288.00	\$ 14,400.00
Hot mix overlay	TON	100	\$ 235.00	\$ 23,500.00
TOTAL				\$ 116,900.00

The basis of award for the contract will be based on the lowest price of the "sample project" listed above to a responsive and responsible bidder. Bidders who utilize unit

costs in the sample project that differ from unit pricing provided below will be deemed non-responsive.

UNIT PRICING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST
1	MOBILIZATION	1	LS	4,000.00

ITEM	DESCRIPTION	UNIT	UNIT COST
1	CRACK SEAL	LF	\$ 11.00
2	6" HMA DIG OUT	SF	\$ 64.00
3	SWPPP	LS	\$ 2,400.00
4	VERTICAL CURB AND GUTTER	LF	\$ 95.00
5	HOT MIX ASPHALT OVERLAY	TON	\$ 235.00
6	ADJUST UTILITY BOXES AND METERS TO GRADE	EA	\$ 1,600.00
7	ADJUST WATER VALVES TO GRADE	EA	\$ 1,000.00
8	ADJUST MONUMENTS TO GRADE	EA	\$ 2,000.00
9	ROOT AND SUBGRADE REPAIR	SF	\$ 25.00
10	SLURRY SEAL Type text here	SY	\$ 11.00
11	PAVMENT MILLING	CY	\$ 288.00
12	INSTALL ADA CURB RAMPS	EA	\$ 9,900.00
13	REMOVE AND RECONSTRUCT SIDEWALK	SF	\$ 45.00
14	TRAFFIC CONTROL	LS	\$ 3,500.00
15	ADJUST MANHOLES TO GRADE	EA	\$ 2,900.00

UNIT PRICE STRIPING

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST PAINT	Unit Cost THERMOPLAST IC	TOTAL COST
16	4" BROKEN WHITE OR YELLOW	1	LF	\$ 4.00	\$ 11.00	\$ 15.00
17	4" SOLID WHITE OR YELLOW	1	LS	\$ 4.50	\$ 12.00	\$ 16.50

18	6" BROKEN WHITE OR YELLOW	1	LF	\$ 5.00	\$ 10.00	\$ 15.00
19	6" SOLID WHITE OR YELLOW	1	LF	\$ 5.50	\$ 11.00	\$ 16.50
20	8" BROKEN WHITE OR YELLOW	1	LF	\$ 6.50	\$ 13.00	\$ 19.50
21	8" SOLID WHITE OR YELLOW	1	LF	\$ 7.50	\$ 15.00	\$ 22.50
22	PAVMENT MARKERS	1	EA	\$ 15.00	\$ 15.00	\$ 15.00
23	REMOVE EXISTING MARKERS	1	EA	\$ 1.50	\$ 1.50	\$ 1.50
24	INSTALL NEW REFLECTIVE	1	EA	\$ 15.00	\$ 15.00	\$ 15.00
25	INSTALL NEW NON-REFLECTIVE	1	EA	\$ 15.00	\$ 15.00	\$ 15.00

Please note, value can be reduced based on volume of striping and or markers.

Signature

James "Jay" Johnson

Printed Name

President

Title

(IMPORTANT NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.)

SUBCONTRACTORS LISTING

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List" of the Standard Specifications and Section 2-1.01, "General," of the Special Provisions.

NAME	LOCATION OF BUSINESS	LICENSE NO.	CONTRACTOR REGISTRATION NO.	PORTION OR TYPE OF WORK
FMG Granitrock Co	San Jose	796046	1000000239	Grinding
Chrisp Co.	Fremont	374600	1000000306	Marking, Striping Pavement Markers
Graham Contractors	San Jose	315789	1000006175	Slurry Sealing

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

to the

CITY OF SCOTTS VALLEY
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.



Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF SCOTTS VALLEY

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, J. Johnson & Company, Inc., as PRINCIPAL, and The Ohio Casualty Insurance Company as SURETY, are held and firmly bound unto the CITY OF SCOTTS VALLEY, State of California, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to CITY, for the work described below for the payment of which sum in lawful money of the United States, will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of

Ten Percent of the Total Amount Bid***** Dollars(\$ 10%*****).

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to CITY for certain construction specifically described as follows for which bids are to be opened at Scotts Valley, California on August 4, 2023 for the construction of the

**Public Works Project No. P23-005
On Call Asphalt and Concrete Services**

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified therefore, within ten (10) days after the prescribed forms are presented to aforesaid Principal for signature, enter into a written contract with CITY, in the prescribed form in accordance with the bid as accepted, and file the two bonds with CITY, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon said bond by CITY, and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 24th day of July, 2023.

(seal) J. Johnson & Company, Inc.

By: _____

Principal

(seal) The Ohio Casualty Insurance Company

By: _____

Surety

(John J. Daley, Attorney-in-Fact)

Address: 1255 Treat Blvd., Ste 400 Walnut Creek, CA 94597

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of acknowledgment.)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205138-984475**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of July, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

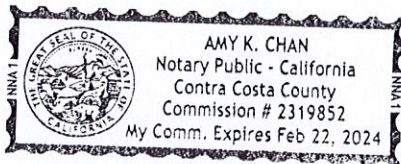
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On July 24, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John J. Daley
Name(s) or Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature [Signature]
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Bid Bond - City of Scotts Valley

Document Date: July 24, 2023 Number of Pages: One(01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley

☐ Individual

☐ Corporate Officer -- Title(s): _____

☐ Partner ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

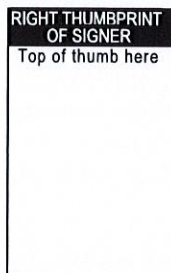
☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____

The Ohio Casualty

Insurance Company



Signer's Name: _____

☐ Individual

☐ Corporate Officer -- Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer Is Representing: _____



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Letters of opposition to Senate Bill 423 and Assembly Bill 309**

SUMMARY OF ISSUE

The League of California Cities is asking for support from cities to oppose two new bills that would further erode local control in regard to community development.

Senate Bill 423 (Weiner) would greatly expand SB 35 (Chapter 366, Statutes of 2017), extend the Jan. 1, 2026 sunset date to Jan.1, 2036, and allow the Department of General Services (DGS) to control housing developments on state-owned or -leased property, regardless of the locally required zoning or development standards.

Assembly Bill 309 (Lee) would create the Social Housing Program within the Department of General Services (DGS) to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to regulate zoning or development standards, including floor area ratios, height limitations, or density requirements.

These bills would force cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

FISCAL IMPACT

There is no fiscal impact of opposing these two bills.

STAFF RECOMMENDATION

Recommend the City Council consider directing staff to submit the letters of opposition as drafted to our State legislative representatives.

TABLE OF CONTENTS

1. SB 423 Oppose
2. AB 309 Oppose



CITY OF SCOTTS VALLEY

1 Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5600 • Facsimile (831) 438-2793 • www.scottsvally.gov

August 16, 2023

The Honorable Gail Pellerin
Member, California State Assembly
P.O. Box 942849
Sacramento, CA 94249-0028

**RE: SB 423 (Wiener) By-right housing approvals: multifamily housing
developments: SB 35 (Chapter 366, Statutes of 2017) expansion.
Notice of Opposition**

Dear Assemblymember Pellerin:

The City of Scotts Valley writes to express our opposition to SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017), extend the Jan. 1, 2026 sunset date to Jan.1, 2036, and allow the Department of General Services (DGS) to control housing developments on state-owned or -leased property, regardless of the locally required zoning or development standards.

The City of Scotts Valley intimately understands the affordable housing and homelessness crisis as it plays out in our community every day. Local leaders are working to find creative solutions so homes of all income levels can be built. They're taking on these difficult and complex tasks, and in many cases successfully planning for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 is the latest overreaching bill. This measure would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials. That's why the League of California Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

For these reasons, the City of Scotts Valley respectfully opposes SB 423.

Sincerely,

Jack Dilles
Mayor
City of Scotts Valley

Cc: Deanna Sessums dsessums@calcities.org
League of California Cities cityletters@calcities.org



CITY OF SCOTTS VALLEY

1 Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5600 • Facsimile (831) 438-2793 • www.scottsvally.gov

August 16, 2023

The Honorable John Laird
Member, California State Senate
1201 O Street, Suite 8720
Sacramento, CA 95814

RE: **AB 309 (Lee) Social Housing Program**
(as amended 7/13/2023)
Notice of Oppose Unless Amended

Dear Senator Laird:

The City of Scotts Valley writes to express our opposition to AB 309 (Lee), unless it is amended to address our concerns. AB 309 would create the Social Housing Program within the Department of General Services (DGS) to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to regulate zoning or development standards, including floor area ratios, height limitations, or density requirements.

The City of Scotts Valley strongly supports the intent of AB 309, which is to produce more housing as housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, as well as state housing laws. Importantly, cities are currently updating housing plans to identify sites for more than 2.5 million additional housing units.

AB 309 would disregard this state-mandated planning process and specifically empower DGS to make land use and zoning decisions on state excess property. If DGS can approve housing, why should cities go through the multiyear planning process to identify sites suitable for new housing units if the state can ignore those plans and build housing on sites never considered for new housing?

While AB 309 currently limits DGS authority to three housing projects on declared excess state property suitable for housing, the measure broadly establishes the Social Housing Program within DGS and could be easily expanded to include all state-owned lands.

Bypassing California's longstanding housing planning laws and local rules is not a way out of the housing crisis. That's why Cal Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur affordable housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that produce housing at all income levels.

For these reasons, the City of Scotts Valley respectfully opposes AB 309 unless it is amended to address our concerns.

Sincerely,

Jack Dilles
Mayor
City of Scotts Valley

Cc: Deanna Sessums dsessums@calcities.org
League of California Cities cityletters@calcities.org

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Mali LaGoe, City Manager
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Invitation to join the Santa Cruz County Subcommittee on Banning Plastic Filtered Tobacco Products**

SUMMARY OF ISSUE

In July, Mayor Dilles received an invitation from Santa Cruz Supervisor Justin Cummings to participate in a countywide subcommittee regarding banning plastic filtered tobacco products. The subcommittee's goal is to draft an ordinance that would be presented to the County Board of Supervisors and participating Cities' City Councils by the end of 2024. The subcommittee would:

- Compile and review information and research related to plastic tobacco litter pollution.
- Review policies from other jurisdictions that have implemented bans or regulations on plastic filtered tobacco products.
- Create public outreach materials about plastic filtered tobacco products and their harmful effects on the environment.
- Evaluate the feasibility and potential challenges associated with implementing a ban on plastic filtered tobacco products.
- Formulate an action plan that outlines the necessary steps, timeline and allocation of resources required to achieve this goal.
- Work with retailers to identify alternative products and establish a timeline for when policies would take effect.

Mayor Dilles shared this invitation with Councilmember Timms as the current representative for Scotts Valley on the Countywide Solid Waste Taskforce and Councilmember Timms expressed interest in serving on this related subcommittee.

FISCAL IMPACT

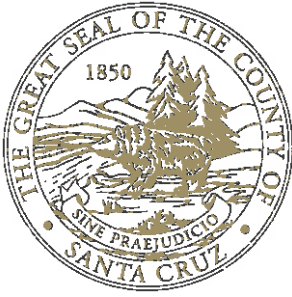
There is no fiscal impact associated with participating on the countywide Subcommittee on Banning Plastic Filtered Tobacco Products

STAFF RECOMMENDATION

It is recommended that the City Council consider the invitation to participate in the Subcommittee on Banning Plastic Filtered Tobacco Products and, if the Council chooses to participate, consider appointing Councilmember Timms as the representative for Scotts Valley.

TABLE OF CONTENTS

1. Scotts Valley Tobacco Subcommittee Invitation



County of Santa Cruz

BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069
(831) 454-2200 • FAX: (831) 454-3262 TDD/TTY - Call 711

MANU KOENIG
FIRST DISTRICT

ZACH FRIEND
SECOND DISTRICT

JUSTIN CUMMINGS
THIRD DISTRICT

FELIPE HERNANDEZ
FOURTH DISTRICT

BRUCE MCPHERSON
FIFTH DISTRICT

July 20, 2023

The Honorable Jack Dilles
Mayor of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

RE: Invitation to Participate in Subcommittee on Banning Plastic Filtered Tobacco Products

Dear Mayor Dilles,

Cigarette butts are the most common form of plastic litter found on our beaches and are a major threat to our aquatic ecosystems. Recognizing the need to address these environmental hazards, the County of Santa Cruz has formed a Tobacco Waste Subcommittee (SCCTWS) to work towards implementing policies to ban the sale of plastic filtered tobacco products in the County. As a representative of the SCCTWS, I would like to extend an invitation to the City of Scotts Valley to participate on our subcommittee in an effort to have a regional ban on these products.

Santa Cruz County and the local jurisdictions have long been at the forefront of environmental consciousness, embracing sustainable practices and setting an example for other communities to follow. We have successfully implemented various measures to reduce plastic waste and promote eco-friendly alternatives, such as the ban on single-use plastic bags and the requirement for biodegradable packaging in local businesses. However, the issue of plastic filtered tobacco products remains a significant challenge that demands our attention.

As the County embarks on addressing this major cause of plastic pollution in our environment, we would like to work with the cities in the region to see if we could approach this in a collective and collaborative manner. We believe that a joint effort from our local entities will maximize the impact of our actions and demonstrate a unified commitment to the environment.

Page 2

RE: BANNING PLASTIC FILTERED TOBACCO PRODUCTS

July 20, 2023

Our primary goal is to draft an ordinance that would go before the board and participating jurisdictions for a vote by no later than the end of 2024 if not sooner. Our efforts would include the following activities:

- Compilation and review of information and research related to plastic tobacco litter pollution.
- Review of policies from other jurisdictions that have implemented bans or regulations on plastic filtered tobacco products.
- Create public outreach materials about plastic filtered tobacco products and their harmful effects on the environment.
- Evaluate the feasibility and potential challenges associated with implementing a ban on plastic filtered tobacco products.
- Formulate an action plan that outlines the necessary steps, timeline, and allocation of resources required to achieve our goal.
- Working with retailers to identify alternative products and establish a timeline for when these policies would take effect.

We believe that these efforts will serve as a significant milestone in our collective efforts to preserve our environment and enhance the quality of life for all residents of Santa Cruz County. We also want to emphasize that this is not a ban on tobacco or e-cigarettes, and is primarily focused on plastic filtered tobacco products, namely plastic filtered tobacco cigarettes. To confirm your participation or designate a representative from the City, please contact my office at third.district@santacruzcounty.us by August 8th, 2023.

Should you require any additional information or have any specific requests regarding the meeting, please do not hesitate to reach out to us.

We hope that we can count on the City of Scotts Valley's participation in this subcommittee and look forward to working together to shape a greener and more sustainable future for our beloved community.

Thank you for your attention to this matter, and I extend my warmest regards.

Page 3

RE: BANNING PLASTIC FILTERED TOBACCO PRODUCTS

July 20, 2023

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Cummings', with a long horizontal flourish extending to the right.

JUSTIN CUMMINGS
Third District Supervisor

JC: jr

CC: Mali LaGoe, Scotts Valley City Manager

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Steve Jesberg, Interim Public Works Director
APPROVED: Mali LaGoe, City Manager
SUBJECT: **Approval of a budget appropriation and award of contract to Anderson Pacific Engineering Construction, Inc. for City of Scotts Valley Shaftless Screw Conveyor, WWTP Project No. P23-008**

SUMMARY OF ISSUE

The intention of the City of Scotts Valley Shaftless Screw Conveyor is to replace the original belt press in the wastewater dewatering process. The belt press is essential in reducing the fluid volume of residual waste, improving efficiency of subsequent treatment process and reducing cost of disposal.

In March 2023, the City of Scotts Valley entered into a contract with JMS Inc. for the design of a Shaftless Screw Conveyor to replace the existing Belt Press. The contract included JMS to perform a site visit and design the Shaftless Screw Conveyor to fit the specific dimensions of the City of Scotts Valley Wastewater Treatment Plant. Bids for the Shaftless Screw Conveyor project were to order, deliver, and install the product as outlined by JMS (or approved equal) to replace the existing Belt Press.

The Call for bids for the Shaftless Screw Conveyor project was advertised on July 14th, 2023 as a formal bid. Public works received one bid on Friday, August 4th 2023. The low bid in the amount of \$281,000 from Anderson Pacific Engineering, was found to be both responsive and responsible.

Public Works received the following bids:

Anderson Pacific Engineering	\$281,000.00
------------------------------	--------------

Based on the bids received, staff recommends that the City enter into a contract with Anderson Pacific Engineering, the lowest responsive bidder, to perform the work.

FISCAL IMPACT

There is currently \$300,000 in the proposed fiscal year of 2023-2024 budget for the Belt Press Conveyor Replacement Project of which \$50,000 has been used for design.

The Project funding source is from the Wastewater Capital Reserve Fund.

There is no impact on the general fund.

The project is included within the adopted Fiscal Year 2023-24 Capital Improvement Program, CIP-52, and is funded with \$300,000 of which \$50,000 has been allocated for design. Based on the bid received, the costs will exceed the budgeted amount by \$58,000. Below is the breakdown of cost:

Design	\$ 50,000
Construction	\$280,000
10% contingency	<u>\$ 28,000</u>
Proposed total project budget	\$358,000

Staff is recommending that the project budget within the Wastewater Capital Reserves be amended to allocate an additional \$58,000 from reserves to the project.

STAFF RECOMMENDATION

Staff recommends that Council consider and take the following actions:

1. Award an agreement to Anderson Pacific Engineering Construction, Inc. as the lowest responsive bidder and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney.
2. Approve the allocation of \$58,000 from reserves in the Wastewater Capital Reserves to this project.

TABLE OF CONTENTS

1. Shaftless Screw Conveyor_Bid Attachment

PROPOSAL

**To: CITY OF SCOTTS VALLEY,
COUNTY OF SANTA CRUZ,
STATE OF CALIFORNIA
(herein called Owner)**

for the construction of

Public Works Project No. P23-008
City of Scotts Valley Shaftless Screw Conveyor

NAME OF BIDDER Anderson Pacific Engineering Construction, Inc.

BUSINESS P.O. BOX 1370 Norman Avenue

CITY, STATE, ZIP Santa Clara CA 95054

BUSINESS STREET ADDRESS 1370 Norman Avenue
(Please include even if P.O. Box used)

CITY, STATE, ZIP Santa Clara CA 95054

TELEPHONE NO: AREA CODE (408) 970-9900

FAX NO: AREA CODE (408) 970-9975

CONTRACTOR LICENSE NO. 245215

DIR CONTRACTOR REGISTRATION NO. 1000000061

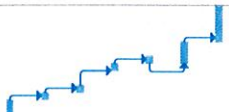
PROPOSED SCHEDULE OF WORK: See attached.

1. Pursuant to and in compliance with your Notice to Bidders and the contract documents relating to the construction of City of Scotts Valley Shaftless Screw Conveyor including Addenda Nos. None, _____, _____, _____ the undersigned bidder, having become thoroughly familiar with the terms and conditions of the contract documents and with the local conditions affecting the performance and costs of the work at the place where the work is to be done, and having fully inspected the site in all particulars, hereby proposes and agrees to perform fully the work within the time stated in strict accordance

City of Scotts Valley Shaftless Screw Conveyor
Proposal

P-1

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Critical	January 1	January 21	February 1	February 11	February 21	March 1	March 11	March 21	April 1	April 11	April 21	May 1	May 11
1	+	Pre-Construction Conference	0 days	Mon 8/28/23	Mon 8/28/23		Yes													
2	+	Notice to Proceed	0 days	Mon 8/28/23	Mon 8/28/23	1	Yes													
3	+	Order/ Procure JMS Equipment	168 days	Mon 8/28/23	Wed 4/17/24	2	Yes													
4	+	Receive, Unload and Stage Equipment	1 day	Thu 4/18/24	Thu 4/18/24	3	Yes													
5	+	Lock Out Tag Out Exist Equipment	1 day	Fri 4/19/24	Fri 4/19/24	4	Yes													
6	+	Remove and Dispose Exist Conveyor	1 day	Mon 4/22/24	Mon 4/22/24	5	Yes													
7	+	Construct new Concrete Foot Pads	1 day	Tue 4/23/24	Tue 4/23/24	6	Yes													
8	+	Install New JMS Conveyor	3 days	Tue 4/23/24	Thu 4/25/24	7SS	Yes													
9	+	Start up New Equipment	3 days	Fri 4/26/24	Tue 4/30/24	8	Yes													



Scotts Valley WWTP Shallless Conveyor Replacement	Task Split Milestone	Summary Project Summary Inactive Task	Inactive Milestone Inactive Summary Manual Task	Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks	External Milestone Deadline Progress	Manual Progress
--	----------------------------	---	---	--	---	--	-----------------

with the contract documents (including the furnishing of any and all labor and materials) and do all the work required to construct and to complete said work in accordance with the contract documents.

2. It is understood that Owner reserves the right to reject this bid, but that this bid shall remain open and contractor shall not request that the bid be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
3. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.
4. If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within sixty (60) days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the contract documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material person's Bond as specified and proof of insurance coverage as required in the General Conditions, all within ten (10) days after personal delivery or after deposit in the mails, of the notifications of acceptance of this bid. The above-mentioned bonds shall be satisfactory to and on the forms approved by Owner.
5. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
6. The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communications or conference with anyone to fix said bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the City of Scotts Valley or anyone interested in the proposed contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned has not directly or indirectly submitted under sign's bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other persons, partnership, corporation or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or material person through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person, which is not processed through said bid depository, or which may prevent any subcontractor or material person from bidding to any general

contractor who does not use the facilities of or accept bids from or through such bid depository.

7. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the *CITY OF SCOTTS VALLEY*'s Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

8. The undersigned certifies that the contract documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the contract documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Bidders and Information for Bidders published by Owner and pertaining to the work described in this bid.

9. The undersigned has included with its bid submittal a proposed schedule of work, subject to modification by the Public Works Director, that identifies key project milestones and requirements including irrigation system repair; hydro-seeding; and watering, weeding and mowing schedules.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *CITY OF SCOTTS VALLEY*, and that discretion will be exercised in the manner deemed by the *CITY OF SCOTTS VALLEY* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF SCOTTS VALLEY* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this bid is Bidder's Bond (insert words "cash", "cashier's check", "certified check" or "bidder's bond" as the case may be), in an amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full.

Anderson Pacific Engineering Construction, Inc. - California

Peter E. Anderson - President, Treasurer, Manager

Anne P. Anderson - Secretary

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.

CITY OF SCOTTS VALLEY
CONTRACTOR'S BID AND BID PRICE SCHEDULE

Public Works Project No. P23-008
City of Scotts Valley Shaftless Screw Conveyor

All of the proposal items below shall include all labor, materials, tools, equipment, and incidental costs for each item complete, in place, in accordance with the Scope of Work, Standard Specifications and Standard Plans, and for the Project Special Provisions and Project Plans.

1. Unit Price Schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENDED COST
1	MOBILIZATION/DEMObILIZATION	1	LS	\$8,000	\$8,000 -
2	DEMOLITION AND DISPOSAL OF EXISTING SHAFTLESS SCREW CONVEYOR	1	LS	\$6,000	\$6,000 -
3	PROCUREMENT OF SHAFTLESS SCREW CONVEYOR [SHAFTLESS SCREW CONVEYOR TO BE CONSISTENT WITH DETAILS IN ATTACHMENT A AND ATTACHMENT B. CONTRACTOR TO COORDINATE DELIVERY WITH VENDOR & CITY OF SCOTTS VALLEY]	1	LS	\$188,000	\$188,000 -
4	INSTALLATION OF SHAFTLESS SCREW CONVEYOR ₁	1	LS	\$79,000	\$79,000 -
Total					\$281,000 -

PROJECTS BASE BID TOTAL (IN NUMBERS) Projects 1-4: \$ 281,000 -

PROJECTS BASE BID TOTAL (IN WORDS) Projects 1-4:

TWENTY EIGHT ONE THOUSAND AND NO/1000



Signature

Scott Schumacher

Printed Name

Vice President Underground, Grading & Paving Division

Title

(IMPORTANT NOTICE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth above, together with the signatures of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, said bidder's signature shall be placed above.)



**Certification by Secretary
Of Corporate Resolution**

At the meeting of the Directors of Anderson Pacific Engineering Construction, Inc., a corporation organized
(Legal Company Name)
and existing under the laws of the State of California, duly called and
(State of Incorporation)
held in accordance with the articles of incorporation and bylaws of the corporation at its office on February 28, 2022,
at
(Date of Meeting)

which a quorum of the directors was present the following resolution was adopted to wit:

Resolved, that Kevin Anderson and/or
(Name of Officer and Title)

Scott Schumacher is/are hereby authorized to sign
(Name of Officer and Title)

contracts/agreements in the name of and on behalf of Anderson Pacific Engineering Construction, Inc.
(Legal Company Name)

I, Anne P. Anderson, Secretary of Anderson Pacific Engineering
(Name) (Legal Company Name)
Construction, Inc., do hereby certify that I am the Secretary of said corporation and that
the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at
meeting held on February 28, 2022 and that said resolution has not been revoked or rescinded.
(Date of Meeting)

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

8/3/2023
(Date)

Anne Anderson
Secretary

(Seal)

SUBCONTRACTORS LISTING

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List" of the Standard Specifications and Section 2-1.01, "General," of the Special Provisions.

NAME	LOCATION OF BUSINESS	LICENSE NO.	CONTRACTOR REGISTRATION NO.	PORTION OR TYPE OF WORK

PUBIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

to the

CITY OF SCOTTS VALLEY
DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF SCOTTS VALLEY

BIDDER'S BOND

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, Anderson Pacific Engineering Construction, Inc.

_____, as PRINCIPAL,
and Fidelity and Deposit Company of Maryland as SURETY, are held

and firmly bound unto the CITY OF SCOTTS VALLEY, State of California, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to CITY, for the work described below for the payment of which sum in lawful money of the United States, will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of

Ten Percent of Total Bid Amount Submitted --- Dollars (\$ 10% of Total Bid Amount Submitted ---).

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to CITY for certain construction specifically described as follows for which bids are to be opened at Scotts Valley, California on August 4, 2023 for the construction of the

Public Works Project No. P23-008
City of Scotts Valley Shaftless Screw Conveyor

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified therefore, within ten (10) days after the prescribed forms are presented to aforesaid Principal for signature, enter into a written contract with CITY, in the prescribed form in accordance with the bid as accepted, and file the two bonds with CITY, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon said bond by CITY, and judgment is recovered, the Surety shall pay all costs incurred by CITY in such suit, including a reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3rd day of August, 2023.

Anderson Pacific Engineering Construction, Inc.

(seal)

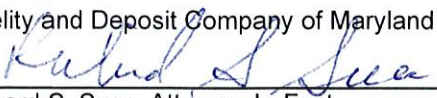


Scott Schumacher, Vice President Underground,
Grading & Paving Division

Principal

Fidelity and Deposit Company of Maryland

(seal)



Richard S. Svec, Attorney-In-Fact

City of Scotts Valley Shaftless Screw Conveyor
Proposal

P-11

Address: 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196 Surety

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of acknowledgment.)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

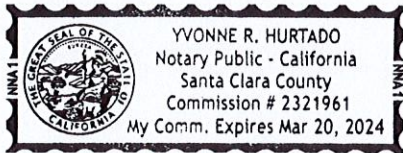
State of California

County of Santa Clara

On 8/3/2023 before me, Yvonne R. Hurtado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Scott Schumacher
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Yvonne R. Hurtado

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

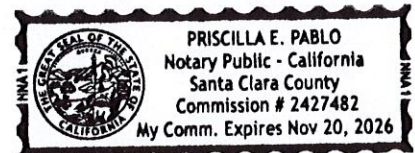
On August 3, 2023 before me, Priscilla E. Pablo, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Priscilla E. Pablo (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Anna SWEETEN, Michael J. HEFFERNAN, Richard S. SVEC and Michael E. SHEAHAN, all of San Jose, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of September, A.D. 2016.

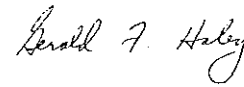
ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary
Michael McKibben*

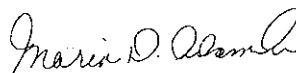


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 15th day of September, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019





**Certification by Secretary
Of Corporate Resolution**

At the meeting of the Directors of Anderson Pacific Engineering Construction, Inc., a corporation organized
(Legal Company Name)
and existing under the laws of the State of California, duly called and
(State of Incorporation)
held in accordance with the articles of incorporation and bylaws of the corporation at its office on February 28, 2022,
at
(Date of Meeting)

which a quorum of the directors was present the following resolution was adopted to wit:

Resolved, that Kevin Anderson and/or
(Name of Officer and Title)

Scott Schumacher is/are hereby authorized to sign
(Name of Officer and Title)

contracts/agreements in the name of and on behalf of Anderson Pacific Engineering Construction, Inc.
(Legal Company Name)

I, Anne P. Anderson, Secretary of Anderson Pacific Engineering
(Name) (Legal Company Name)
Construction, Inc., do hereby certify that I am the Secretary of said corporation and that
the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at
meeting held on February 28, 2022 and that said resolution has not been revoked or rescinded.
(Date of Meeting)

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

8/13/2023
(Date)

Anne Anderson
Secretary

(Seal)

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: 8/16/2023
TO: Honorable Mayor and City Council
FROM: Scott Garner, Police Captain
APPROVED: Mali LaGoe, City Manager
SUBJECT: Police Body & Fleet Camera Lease

SUMMARY OF ISSUE

The Scotts Valley Police Department is currently utilizing Motorola Solutions (Watchguard) Body Worn and Fleet camera devices. These devices were purchased in 2019 by the department. The average lifespan of a body worn camera (BWC) is three years. Our current cameras are four years old and now out of Motorola warranty terms. Motorola has informed our department that they will no longer be providing replacements or repair services for the camera system we currently possess. Motorola has upgraded their camera system which requires a new five-year contract and all new equipment.

Based on the above situation, we decided to research additional options. During that search, two vendors, Axon and LensLock, were identified as potential optional solutions. Staff reached out to all three vendors for information and estimates. It was discovered all three vendors have switched to a five-year lease program versus the traditional agency purchase program. During the research with the three vendors (Motorola Solutions, Axon, and LensLock), we discovered all three vendors provided similar services such as:

- Body Worn Cameras
- Fleet Cameras
- New equipment at 2.5 years and 5 years
- Five-year warranty

All three vendors also provided similar costs ranging from \$325,000 to \$361,000 over a five-year period. Two of the vendors, Motorola Services and Axon, also provided built in Automated License Plate Readers (ALPR) as part of their fleet cameras.

ALPR technology operates on a proactive, investigative, and deterrence principle. It surpasses an officer's ability to scan license plates swiftly, providing safer and more efficient information retrieval as the operator no longer needs to manually input data into a mobile computer while driving. Additionally, it effectively reduces radio traffic time by allowing officers and dispatch to swiftly obtain information without the need to run queries over the air.

During discussions with Axon, it was brought to the staff's attention that a bundling discount is available for agencies that simultaneously update their TASER equipment with their body cameras. Staff was preparing to begin the process of updating our current Taser devices as they are also beyond service life and no longer covered by warranty. This presented a favorable occasion to upgrade both our body cameras and TASER equipment with cutting-edge options. This move will not only eliminate the need for frequent purchases but also ensure stability throughout the five-year lease period.

Axon has partnered with Sourcewell, a public cooperative purchasing organization that provides competitively solicited contracts to government agencies, educational institutions, and nonprofits. This partnership means staff can skip the traditional Request for Proposal (RFP) process, which can be time-consuming and resource intensive. With Sourcewell, staff can access pre-negotiated contracts for their products and services, reducing the need for a lengthy bidding process. This can result in significant cost savings, while still ensuring high-quality products and services are delivered. The Sourcewell contract information for the City of Scotts Valley and Axon are listed on the quote and as follows:

Sourcewell ID #101395
Contract #010720-AXN

FISCAL IMPACT

The AXON package will incur a total cost of \$360,666.60 to the City over the next five years and these expenses will be covered by utilizing the COPS grant funding.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to enter into a purchase agreement for the Axon Tasers and body/fleet cameras systems in a form acceptable to the City Attorney.

TABLE OF CONTENTS

1. Scotts Valley PD - Axon Core+ Quote v.2
2. Scotts Valley PD - Axon Fleet 3 Quote v.2



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-411843-45142.685TR

Issued: 08/04/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 109899

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1 Civic Center Dr 1 Civic Center Dr Scotts Valley, CA 95066-4197 USA	Scotts Valley Police Dept. - CA 1 Civic Center Dr Scotts Valley CA 95066-4197 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Scott Garner Phone: 831-440-5654 Email: sgarner@scottsvally.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$237,872.70
ESTIMATED TOTAL W/ TAX	\$249,040.84

Discount Summary

Average Savings Per Year	\$7,228.25
TOTAL SAVINGS	\$36,141.25

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$66,629.36	\$4,276.32	\$70,905.68
Oct 2024	\$40,326.10	\$1,622.89	\$41,948.99
Oct 2025	\$41,939.15	\$1,687.90	\$43,627.05
Oct 2026	\$43,616.71	\$1,755.36	\$45,372.07
Oct 2027	\$45,361.38	\$1,825.67	\$47,187.05
Total	\$237,872.70	\$11,168.14	\$249,040.84

Quote Unbundled Price:	\$274,013.95
Quote List Price:	\$238,142.95
Quote Subtotal:	\$237,872.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
OSP7	OFFICER SAFETY PLAN 7	15	60	\$211.45	\$183.07	\$183.07	\$164,763.00	\$8,120.80	\$172,883.80
BWCCore	Core BWC Bundle	5	60	\$149.43	\$115.00	\$115.00	\$34,500.00	\$1,034.41	\$35,534.41
A la Carte Hardware									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1			\$749.00	\$749.00	\$749.00	\$73.01	\$822.01
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$479.37	\$5,396.07
AB3C	AB3 Camera Bundle	20			\$749.00	\$749.00	\$14,980.00	\$1,460.55	\$16,440.55
A la Carte Software									
73682	AUTO TAGGING LICENSE	15	60		\$9.76	\$9.76	\$8,784.00	\$0.00	\$8,784.00
ProLicense	Pro License Bundle	3	60		\$39.00	\$42.25	\$7,605.00	\$0.00	\$7,605.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$237,872.70	\$11,168.14	\$249,040.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	22	10/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	20	10/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	22	10/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	10/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	10/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	10/01/2023
Core BWC Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10	10/01/2023
Core BWC Bundle	75015	SIGNAL SIDEARM KIT	5	10/01/2023
OFFICER SAFETY PLAN 7	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	15	10/01/2023
OFFICER SAFETY PLAN 7	20018	TASER BATTERY PACK, TACTICAL	18	10/01/2023
OFFICER SAFETY PLAN 7	20160	TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER	15	10/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	45	10/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	10/01/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	45	10/01/2023
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	10/01/2023
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	10/01/2023
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	10/01/2023
OFFICER SAFETY PLAN 7	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	15	10/01/2023
OFFICER SAFETY PLAN 7	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	15	10/01/2023
OFFICER SAFETY PLAN 7	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2023
OFFICER SAFETY PLAN 7	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2023
OFFICER SAFETY PLAN 7	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	30	10/01/2023
OFFICER SAFETY PLAN 7	74200	TASER 6-BAY DOCK AND CORE	1	10/01/2023
OFFICER SAFETY PLAN 7	75015	SIGNAL SIDEARM KIT	15	10/01/2023
OFFICER SAFETY PLAN 7	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/01/2023
OFFICER SAFETY PLAN 7	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/01/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	10/01/2023
A la Carte	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	10/01/2023
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	10/01/2024
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	10/01/2024
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	10/01/2025
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	10/01/2025
OFFICER SAFETY PLAN 7	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	30	10/01/2025
OFFICER SAFETY PLAN 7	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	30	10/01/2025
Core BWC Bundle	73309	AXON CAMERA REFRESH ONE	5	04/01/2026
Core BWC Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	04/01/2026
OFFICER SAFETY PLAN 7	73309	AXON CAMERA REFRESH ONE	15	04/01/2026
OFFICER SAFETY PLAN 7	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	04/01/2026
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	10/01/2026
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	10/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
OFFICER SAFETY PLAN 7	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30	10/01/2027
OFFICER SAFETY PLAN 7	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30	10/01/2027
Core BWC Bundle	73310	AXON CAMERA REFRESH TWO	5	10/01/2028
Core BWC Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	10/01/2028
OFFICER SAFETY PLAN 7	73310	AXON CAMERA REFRESH TWO	15	10/01/2028
OFFICER SAFETY PLAN 7	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Core BWC Bundle	73449	RESPOND DEVICE LICENSE	5	11/01/2023	10/31/2028
Core BWC Bundle	73682	AUTO TAGGING LICENSE	5	11/01/2023	10/31/2028
Core BWC Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	11/01/2023	10/31/2028
Core BWC Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	5	11/01/2023	10/31/2028
Core BWC Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	15	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	73449	RESPOND DEVICE LICENSE	15	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	73638	STANDARDS ACCESS LICENSE	15	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	15	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	73746	PROFESSIONAL EVIDENCE.COM LICENSE	15	11/01/2023	10/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	9	11/01/2023	10/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	11/01/2023	10/31/2028
A la Carte	73682	AUTO TAGGING LICENSE	15	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
Core BWC Bundle	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
OFFICER SAFETY PLAN 7	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	15
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Core BWC Bundle	80464	EXT WARRANTY, CAMERA (TAP)	5	11/01/2023	10/31/2028
OFFICER SAFETY PLAN 7	80464	EXT WARRANTY, CAMERA (TAP)	15	11/01/2023	10/31/2028
Core BWC Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	10/01/2024	10/31/2028
OFFICER SAFETY PLAN 7	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	10/01/2024	10/31/2028
OFFICER SAFETY PLAN 7	80395	EXT WARRANTY, TASER 7 HANDLE	15	10/01/2024	10/31/2028
OFFICER SAFETY PLAN 7	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2024	10/31/2028
OFFICER SAFETY PLAN 7	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	10/01/2024	10/31/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Upfront Hardware	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$749.00	\$73.01	\$822.01
Upfront Hardware	AB3C	AB3 Camera Bundle	20	\$14,980.00	\$1,460.55	\$16,440.55
Upfront Hardware	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$4,916.70	\$479.37	\$5,396.07
Upfront Hardware	BWCCore	Core BWC Bundle	5	\$965.90	\$94.19	\$1,060.09
Upfront Hardware	OSP7	OFFICER SAFETY PLAN 7	15	\$6,242.66	\$608.67	\$6,851.33
Year 1	73682	AUTO TAGGING LICENSE	15	\$1,621.76	\$0.00	\$1,621.76
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$290.79	\$0.00	\$290.79
Year 1	BWCCore	Core BWC Bundle	5	\$6,191.31	\$173.60	\$6,364.91
Year 1	OSP7	OFFICER SAFETY PLAN 7	15	\$29,267.15	\$1,386.93	\$30,654.08
Year 1	ProLicense	Pro License Bundle	3	\$1,404.09	\$0.00	\$1,404.09
Total				\$66,629.36	\$4,276.32	\$70,905.68

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	15	\$1,686.64	\$0.00	\$1,686.64
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$302.42	\$0.00	\$302.42
Year 2	BWCCore	Core BWC Bundle	5	\$6,438.95	\$180.53	\$6,619.48
Year 2	OSP7	OFFICER SAFETY PLAN 7	15	\$30,437.84	\$1,442.36	\$31,880.20
Year 2	ProLicense	Pro License Bundle	3	\$1,460.25	\$0.00	\$1,460.25
Total				\$40,326.10	\$1,622.89	\$41,948.99

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	15	\$1,754.10	\$0.00	\$1,754.10
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$314.52	\$0.00	\$314.52
Year 3	BWCCore	Core BWC Bundle	5	\$6,696.51	\$187.76	\$6,884.27
Year 3	OSP7	OFFICER SAFETY PLAN 7	15	\$31,655.36	\$1,500.14	\$33,155.50
Year 3	ProLicense	Pro License Bundle	3	\$1,518.66	\$0.00	\$1,518.66
Total				\$41,939.15	\$1,687.90	\$43,627.05

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	15	\$1,824.26	\$0.00	\$1,824.26
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$327.10	\$0.00	\$327.10
Year 4	BWCCore	Core BWC Bundle	5	\$6,964.37	\$195.26	\$7,159.63
Year 4	OSP7	OFFICER SAFETY PLAN 7	15	\$32,921.57	\$1,560.10	\$34,481.67
Year 4	ProLicense	Pro License Bundle	3	\$1,579.41	\$0.00	\$1,579.41
Total				\$43,616.71	\$1,755.36	\$45,372.07

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	15	\$1,897.24	\$0.00	\$1,897.24
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$340.18	\$0.00	\$340.18
Year 5	BWCCore	Core BWC Bundle	5	\$7,242.97	\$203.07	\$7,446.04
Year 5	OSP7	OFFICER SAFETY PLAN 7	15	\$34,238.40	\$1,622.60	\$35,861.00
Year 5	ProLicense	Pro License Bundle	3	\$1,642.59	\$0.00	\$1,642.59
Total				\$45,361.38	\$1,825.67	\$47,187.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/4/2023





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-412143-45142.686TR

Issued: 08/04/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 109899

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1 Civic Center Dr 1 Civic Center Dr Scotts Valley, CA 95066-4197 USA	Scotts Valley Police Dept. - CA 1 Civic Center Dr Scotts Valley CA 95066-4197 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Scott Garner Phone: 831-440-5654 Email: sgarner@scottsvally.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$106,919.40
ESTIMATED TOTAL W/ TAX	\$111,625.76

Discount Summary

Average Savings Per Year	\$3,582.60
TOTAL SAVINGS	\$17,913.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$21,383.88	\$941.27	\$22,325.15
Feb 2025	\$21,383.88	\$941.27	\$22,325.15
Feb 2026	\$21,383.88	\$941.27	\$22,325.15
Feb 2027	\$21,383.88	\$941.27	\$22,325.15
Feb 2028	\$21,383.88	\$941.28	\$22,325.16
Total	\$106,919.40	\$4,706.36	\$111,625.76

Quote Unbundled Price:	\$124,832.40
Quote List Price:	\$106,919.40
Quote Subtotal:	\$106,919.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	7	60	\$297.22	\$254.57	\$254.57	\$106,919.40	\$4,706.36	\$111,625.76
Total							\$106,919.40	\$4,706.36	\$111,625.76

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	02/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	7	02/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	02/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	7	02/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	7	02/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	7	02/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	7	03/01/2024	02/28/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	7	03/01/2024	02/28/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	7	03/01/2024	02/28/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	14	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	7

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	7	03/01/2024	02/28/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	03/01/2025	02/28/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	7	\$21,383.88	\$941.27	\$22,325.15
Total				\$21,383.88	\$941.27	\$22,325.15

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	7	\$21,383.88	\$941.27	\$22,325.15
Total				\$21,383.88	\$941.27	\$22,325.15

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	7	\$21,383.88	\$941.27	\$22,325.15
Total				\$21,383.88	\$941.27	\$22,325.15

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	7	\$21,383.88	\$941.27	\$22,325.15
Total				\$21,383.88	\$941.27	\$22,325.15

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	7	\$21,383.88	\$941.28	\$22,325.16
Total				\$21,383.88	\$941.28	\$22,325.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/4/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Scotts Valley Police Dept. - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.