

**AGENDA**  
**REGULAR MEETING OF THE**  
**CITY OF KING CITY COUNCIL**  
**AND**  
**Sitting as SUCCESSOR AGENCY OF**  
**THE RDA FOR THE CITY OF KING**

**CLOSED SESSION 5:00 PM**

**TUESDAY, FEBRUARY 23, 2016**  
**6:00 PM**

**CITY HALL**  
**212 S. VANDERHURST AVENUE**  
**KING CITY, CALIFORNIA 93930**

*\*Spanish interpretation services will be available at meeting*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting, Please contact the City Clerk's Office (831-386-5925) at least 48 hours prior to the Meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.*

*\* Please submit all correspondence for City Council PRIOR to the meeting with a copy to the City Clerk.*

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Belinda Hendrickson, Mike LeBarre, Mayor Pro Temp. Karen Jernigan, and Mayor Robert Cullen
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**
  - A. California Water Service Company- Marc Bloom, District Manager
- 6. PUBLIC COMMENT**

Any member of the public may address the Council for a period not to exceed *three minutes* total on any item of interest within the jurisdiction of this Council that is not on the agenda. The Council will listen to all communications; however, in compliance with the Brown Act, the Council cannot act on items not on the agenda. Comments should be directed to the Council as a whole and not to any individual Council Member. Slanderous, profane or personal remarks against any Council Member, staff member or member of the audience is not permitted.
- 7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS**

Individual Council Members may comment on Council business, his or her Council activities, City operations, projects or other items of community interest. Council Members may also request staff to report back at a subsequent meeting on any matter or take action to direct staff to prepare a staff report for a future agenda.

**8. STAFF COMMUNICATIONS**

Comments presented by the City Manager, City Attorney or other staff on City business and/or announcements.

**9. CONSENT AGENDA**

The following items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Members of the audience may speak on any item(s) listed on the Consent Agenda. Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion. The Council may approve the remainder of the Consent Agenda on one motion. Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

**A. Meeting Minutes of February 23, 2016 Council Meeting**

Recommendation: Approve and File

**B. City Check Register**

Recommendation: Approve and File

**C. Successor Agency Check Register**

Recommendation: Approve and File

**D. Consideration of Labor Agreement with the Service Employees International Union, (SEIU) Local 521 and King City Confidential Employees Association (KCCEA)**

Recommendation: 1) Adopt a resolution ratifying the Memorandum of Understanding (MOU) with the SEIU, Local 521 for FY 2016-2017 through Fiscal Year 2018-2019 2) Approve side letter of agreement with SEIU Local 521 regarding health insurance benefits; and 3) Adopt a resolution ratifying the MOU with KCCEA for FY 2016-2017 through FY 2018-2019

**E. Consideration of proposed Hazard Mitigation Plan**

Recommendation: It is recommended the City Council adopt a Resolution approving the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

**F. Consideration of change in City Representatives to the Transportation Agency for Monterey County (TAMC) Board of Directors**

Recommendation: City Council appoint Council member LeBarre as the City's Representative on the TAMC Board of Directors and Council member Hendrickson as the Alternative.

**10. PUBLIC HEARINGS-None**

**11. REGULAR BUSINESS**

**A. Consideration of District Elections**

Recommendation: It is recommended the City Council provide direction on whether to move forward with changing the City's municipal elections from the current at-large system to elect Council seats by district.

**B. Consideration of “Fun”ds for Forden Fundraising Plan and use of Impact Fees for Park Expansion**

**Recommendation:** 1). It is recommended to approve by motion the Recreation Commission proposed plan to begin fundraising efforts to install playground equipment at Forden Park; 2) appropriate \$25, 000 in park development impact fees to install access improvements to expand use of Forden Park and fund a portion of the overall project.

**C. Consideration of requested change to proposed Transportation Agency for Monterey County (TAMC) Regional Development Impact Fees**

**Recommendation:** It is recommended the City Council: 1) adopt a Resolution approving staff's recommendation to request the Transportation Agency for Monterey County (TAMC) to reduce regional development impact fees for South Monterey County by removing local interchange projects from the program; 2) authorize the City representative to the TAMC Board of Directors to support the request when considered by the TAMC Board of Directors; and 3) direct staff and the City representative to the TAMC Board of Directors to continue to work with TAMC representatives to discuss ways in which to further reduce the regional development impact fee in the future.

**12. CITY COUNCIL CLOSED SESSION**

Announcement(s) of any reportable action(s) taken in Closed Session will be made in open session, and repeated at the beginning of the next Regular City Council meeting as this portion of the meeting is not recorded.

It is the intent of the City Council to meet in Closed Session concerning the following item(s):

**A. Conference with Legal Counsel**

Anticipated Litigation: 1 Case

Gov. Code Section: 54956(e)(3) (Logan)

**B. Conference with Real Negotiators**

Properties: APN: 026141001000

Agency Negotiators: Steven Adams

Negotiating Party: TJ Plew

**13. ADJOURNMENT**

**Minutes  
City Council Meeting  
February 9, 2016**

**Item 9(A)**

**CALL TO ORDER:** Meeting was called to order at 6:02 PM by Mayor Rob Cullen.

**FLAG SALUTE:** The flag salute was led by Mayor Cullen.

**ROLL CALL:** City Manager Adams conducted roll call.

City Council: Council Members Belinda Hendrickson, Michael LeBarre, Darlene Acosta, Mayor Pro Tem Karen Jernigan, and Mayor Cullen  
City Staff: City Manager, Steven Adams, City Attorney Martin Koczanowicz, Finance Director, Mike Howard

**CLOSED SESSION ANNOUNCEMENTS:** Mayor Cullen explained Council will enter closed session after adjournment of regular council meeting.

**PRESENTATIONS:** Mayor Cullen introduced Renata Funke, Hartnell Dean, South County Education Services- Mrs. Funke presented power point presentation providing College updates, students admissions data and upcoming class schedule. She answered council's questions on local Hartnell campus services and attendance records. Council thanked her for establishing strong foundation and partnership with city.

**PUBLIC COMMUNICATIONS:**

No Public comment

**COUNCIL COMMUNICATIONS:**

Attended Boy's Scout Court of Honor Ceremony, presented Proclamation to honor Eagle Scout Adam Dyck Commended City Manager Steven Adams for State of City Address. Attended Monterey County Mayors Association meeting, long discussion regarding proposed Transportation Agency Monterey County Sales Tax Measure in November Ballot. He will be participating Transhion Show fundraiser. Plans on attending this year's AgTech Summit Mayor Pro Tem Jernigan coordinated a city tour for Reserved Officers from Fort Hunter Liggett who were enrolled in Civil Government class. Provided suggestions to help bring a wider exposure to State of City event to further increase event attendance. Extended invitations for April 20, Pinnacles National Park Mixer event to Assemblyman Luis Alejo and Senator Cannella. Proposed having brief presentation from various organizations at Council Meetings as a regular item. No report from Council member Hendrickson. Council member Acosta attended Greenfield Crime Prevention meeting, city will host 4C4P meeting tomorrow, congratulated Mayor Cullen and City Manager Adams for successful State of City Address. Council Member LeBarre enjoyed participating at Farm Day Event, will attend MST meeting.

**CITY STAFF REPORTS AND COMMENTS**

City Manager Adams have confirmed District Elections Workshops at schools sites, on February 18 and February 22. There will be presentation explaining various data and providing general information on district elections. Staff will be present to record input to later present to council. City Citizen survey's to be mailed out this week. Mayor Cullen workshops are not Council meetings. City Manager further described city survey. City Attorney Koczanowicz explained he and Chief Building Official Hodges were able to inspect Jayne Street property and will be moving forward with getting matter filed in court.

**9. CONSENT AGENDA**

- A. Meeting Minutes of January 26, 2016 Council Meeting
- B. Monthly Treasurer's Report- December 2015
- C. Monthly Check Register- December 2015
- D. Successor Agency Monthly Treasurer's Report-December 2015
- E. Successor Agency Monthly Check Register- December
- F. Consideration of Sanitary Sewer Bypass on Collins Street
- G. Consideration of Purchasing and Procurement Policy
- H. Consideration of Resolution Authorizing a Loan from the Sewer Fund to the General
- I. Consideration of Labor Agreement with the King City Police Sergeants Association
- J. Consideration of Revised Community Services Officer Job Description
- K. Consideration of Purchase of One 4x4 Truck for Public Works Department
- L. Consideration of Sale of Properties Formally Owned by the Community Development Agency of the City of King

Items H, G, and I were pulled for further clarification.

Action: Motion to approved A-F, J, K, L made by Council member LeBarre seconded by council member Acosta.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Pro Tem Jernigan asked for further clarification on item K. Public Works Superintendent answered councils questions.

Mayor Pro Tem Jernigan expressed concern with electronic signatures as explained item G. Expressed she strongly believes it is important to show transparency. She suggested having a check register included in council agenda packet to help council stay informed and advised council to be cautious with expenditures. Finance Director Mike Howard explained electronic signatures will expedite the AP process and added it is staff's intent is to eliminate non value work and confirmed check register will be available for council review. City Accountant Pat Grainger expressed proposed process will overall be time efficient for staff. Mayor Pro Tem Jernigan request a brief statement be added to policy confirming city's commitment to pay bills on time. Staff to follow up on request.

Action: Motion to approve item G with the addition of statement created by staff that reflects commitment to pay invoices on time made by Council member LeBarre seconded by council member Acosta.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Item H- Council member LeBarre asked City Manager to clarify this is not an additional loan from sewer fund. City Manager Adams explains loan is currently existing between the city sewer loan and city's general fund and explained staff is trying to formalize loan. He proceeded to provide background information as explained in staff report. He added that there will an interest rate which is required. City Manager clarified debt has occurred over many years due to a lot of unfortunate circumstances. He

proceeded to answered council questions. Further discussion on current sewer fund and loan record keeping process followed. City Manager Adams clarified staff is proposing two sewer study's in which both will used information already available and further explained proposed outline for the city sewer fee study. Public Comment by Domingo Uribe, Resident- Expressed concern with how original loan from city sewer fund was made and expressed he hopes council learns from past and hopes city becomes financially stable.

Action: Motion to approve item H made by council member LeBarre seconded by council member Hendrickson.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Item I-Mayor Pro Tem Jernigan asked for clarification on date and rate schedule as included in MOU presented. City Manager clarified appendix tables will need to be updated. Staff to follow up and correct to reflect current language of agreement and clarified MOU provided is most updated one.

Action: Motion to approve item I, with condition for salary schedules to be corrected, made by Mayor Pro Tem Jernigan, seconded by council member LeBarre.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

## **10. PUBLIC HEARING-None**

## **11. REGULAR BUSINESS**

A. Consideration of Mid-Year Financial Report and Mid-Year Budget Adjustments-Finance Director Howard presented item and explained as part of new budget process council adopted recently, this is the first time this council has been presented with a Mid-Year Budget review. He briefly explained process of composing the midyear budget and further explained current fiscal year is based on actual revenues and expenditures performances ending in December 31, 2015. He stated that while progress is being made in stabilizing the City's budget, the City has continued to experience a number of unanticipated impacts on expenses and revenues during the first half of the fiscal year that could result in additional decreases in the fiscal year end fund balance in the general Fund. He then provided a summary of the significant changes as outlined in staff report. He proceeded to note that year-end estimates are only projections and are difficult to accurately forecast. Mr. Howard added it is staff intention to present to council an updated report at end of March with recommendation on adjustments and more accurate figures. Mr. Howard answered Council questions. Discussion on staff proposed recommendations on budget adjustments followed. He expressed staff hopes that with all the cost saving measures it will reduce the year end deficit. Council commended Mr. Howard and City Manager Adams for time and effort in creating report and for implementing new budget process as it already helps council better understand city financials and help show transparency. Mayor Pro Tem Jernigan expressed she strongly supports having a stipend for individuals who serve on council to encourage people to run for election.

Action: Motion to approve Mid-year Financial Report and Mid-Year Budget Adjustments made by Hendrickson seconded by council member LeBarre. 5-0.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

B. Consideration of FY 2016-2017 Budget Goals-City Manager introduced item and provided background information. He explained that each Department was requested to submit annual operational goals based on what they believed can be accomplished with existing staffing and budget resources. He explained the intent was to establish an aggressive but realistic work plan for each operation and clarified that unlike the operational goals they are not based upon projected revenues. Instead the intent is to agree on areas where new revenues that are identified, will be directed, and as a result they provide important direction to staff to assist in preparation of the Annual Budget Recommendations. He proceeded to outline recommended budget goals for each department as included in staff report. Mr. Adams clarified these goals are intended for staff to do the ground work and analyze resources and funding and staffing capacities and added these are presented to council as a starting point for council discussion and ultimately council will signed off on final goal list. Mayor Pro Tem Jernigan thanked Mr. Adams for including Goals Sub Committee recommendations and express she supports overall list of departmental goals. Council further thanked City Manager for process of outlining goals and agreed they all look forward to the future and added they appreciate the department involvement and believe these goals will lead City to lead to a good path.

Action: Motion to approve the proposed goals as presented, made by council member Acosta seconded by council member Hendrickson.

AYES: Council Members: Acosta, Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen,

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

**ADJOURNMENT:** There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 8:05 pm.

**Approved Signatures:**

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Mayor, Robert Cullen  
City of King

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City Clerk, Steven Adams  
City of King



**Item 9(B)**

Item No

**REPORT TO THE CITY COUNCIL**

**DATE: FEBRUARY 23, 2016**  
**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**  
**FROM: STEVEN ADAMS, CITY MANAGER**  
**BY: PATRICIA GRAINGER, ACCOUNTANT**  
**RE: CITY CHECK REGISTER**

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**RECOMMENDATION:**

It is recommended City Council receive and file.

**BACKGROUND:**

At least once a month, the City Treasurer shall submit to the City Council, a copy of the check register.

**DISCUSSION:**

The purpose of this item is to provide the Council an opportunity to review and monitor ongoing expenditures. These documents are attached.

**COST ANALYSIS:**

There is no fiscal impact as a result of this action.

**ALTERNATIVES:**

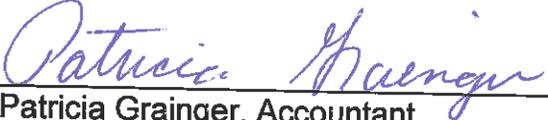
The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

CITY COUNCIL/CITY  
CITY CHECK REGISTER  
FEBRUARY 23, 2016  
PAGE 2 OF 2

**Exhibit(S)**

1. Check Register Report

Submitted by:   
Patricia Grainger, Accountant

Approved by:   
Steven Adams, City Manager

Check Register Report

Date: 02/11/2016  
 Time: 12:40 pm  
 Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Exhibit No. |

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK Checks</b>							
57183	01/14/2016	Printed		ATT	AT & T	U-Verse Internet -	145.00
57184	01/14/2016	Printed		ADAMSS	STEVEN ADAMS	Mileage Expense - 127	7,573.00
57185	01/14/2016	Printed		ALLSTAR	ALLSTAR FIRE EQUIPMENT INC.	Velco Name Panel	643.48
57186	01/14/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Switch & Cable for bodycam PC.	3,244.26
57187	01/14/2016	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supplies -	593.02
57188	01/14/2016	Printed		AMSTERDAM	AMSTERDAM	2016 Attendance Calendar	46.36
57189	01/14/2016	Printed		AT & T	AT & T	Telephone Service -	2,527.09
57190	01/14/2016	Printed		AT&T - C	AT&T	CalNet3 - #9391036550	122.23
57191	01/14/2016	Printed		BENSON	RICHARD A. BENSON PLUMBING	K C Golf Course	755.22
57192	01/14/2016	Printed		CARMEL FIR	ART BLACK	Monthly Statement -	1,500.00
57193	01/14/2016	Printed		CANYON PLU	CANYON PLUMBING	K C Fire Dept	2,114.90
57194	01/14/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	KC Fire Dept Business Cards.	104.18
57195	01/14/2016	Printed		CASTAUTO	RICARDO DEL TORO	Ford Explorer - Keyless Remote	500.00
57196	01/14/2016	Printed		FIRE	CATHERINE HENDRICKSON	Mesa Del Rey Airport.	1,369.20
57197	01/14/2016	Printed		CNASUR	CNA SURETY DIRECT BILL	Bond/Policy #71737128	20.00
57198	01/14/2016	Printed		COACHD	COACHDECK LLC	CoachDeck - Basketball (5)	107.25
57199	01/14/2016	Printed		COASTAL	COASTAL TRACTOR	Hustler Mower Fern	1,142.25
57200	01/14/2016	Printed		COASTL	COASTLINE MARKETING GROUP INC	Design Services	142.50
57201	01/14/2016	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	12 Mower Blades.	69.71
57202	01/14/2016	Printed		COFSC	COUNTY OF SANTA CLARA	Annual Billing - 2015	392.16
57203	01/14/2016	Printed		CRITICAL R	CRITICAL REACH INC	Annual Fee - APBnet crime	285.00
57204	01/14/2016	Printed		CSFA	CSFA	K C Vol Firefighters -	2,025.00
57205	01/14/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Site Inspection -	160.00
57206	01/14/2016	Printed		DEPT CONS	DEPARTMENT OF CONSERVATION	Fee Report - Oct - Dec 2015	170.94
57207	01/14/2016	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access & Education	21.00
57208	01/14/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	EI Filete De Oro.	13,463.59
57209	01/14/2016	Printed		EVEH	EMERGENCY VEHICLE SPECIALISTS	Wide Band Antenna.	111.80
57210	01/14/2016	Printed		FIRE PROGR	EWERS TECHNOLOGY LLC	KCFD-Station Manager & Risk	1,265.00
57211	01/14/2016	Printed		HARDEE	FRED HARDEE	Background Investigations	3,195.85
57212	01/14/2016	Printed		GEORGE L M	GEORGE L MEE MEMORIAL HOSPITAL	Direct Client Transactions	64.00
57213	01/14/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Irrigation Supplies	542.72
57214	01/14/2016	Printed		HALE	DAVID P HALE	Prof Services - General Plan	5,872.00
57215	01/14/2016	Printed		HANNA	HANNA & BRUNETTI	First St Pedestrian & Bike	15,639.01
57216	01/14/2016	Printed		JBTIRE	MIGUEL JACOBO	2010 Dodge Charger	2,013.65
57217	01/14/2016	Printed		JOLLEY/BRY	BRYANT L. JOLLEY	Financial Statements -	33,000.00
57218	01/14/2016	Printed		KEN	KEN GRADY COMPANY, INC.	Flow Meter Matches #135027	1,649.13
57219	01/14/2016	Printed		KRKC	KING CITY COMMUNICATIONS CORP	KC Rec. - Acct #67	319.00
57220	01/14/2016	Printed		KOCZANOWI	LAW OFFICE OF	Prof Services - Dec 2015	8,615.00
57221	01/14/2016	Printed		LEWISB	LEWIS BRISBOIS BISGAARD	KC Electrical Issues -	3,300.00
57222	01/14/2016	Printed		LINCOLN	LINCOLN AQUATICS	Supplies - KCC2	614.44
57223	01/14/2016	Printed		MALLORYCO	MALLORY SAFETY AND SUPPLY LLC	Equipment	801.51
57224	01/14/2016	Printed		MAYNARD	THE MAYNARD GROUP	Platinum Services	458.29
57225	01/14/2016	Printed		M BASIA	MBASIA	Work Comp Ins. &	280,657.50
57226	01/14/2016	Printed		MITCHELL	MITCHELL TECHNOLOGIES	Systems Engineer - Regular	85.00
57227	01/14/2016	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Equipment Contract #22319-03	1,287.85
57228	01/14/2016	Printed		MUST	MUSTANG BENCH	Business Card - Program	100.00
57229	01/14/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies -	868.87
57230	01/14/2016	Printed		OWENE	OWEN EQUIPMENT COMPANY	Gauge Oil Press	104.32
57231	01/14/2016	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Semi-Annual Groundwater	4,950.00
57232	01/14/2016	Printed		PINN	PINNACLE HEALTHCARE	Employment Exam -	300.00
57233	01/14/2016	Printed		PBGFS	PITNEY BOWES GLOBAL	Leasing Charges -	177.98
57234	01/14/2016	Printed		POZZI	POZZI'S STAMPEDE	Dec 18th Christmas Party	1,767.60

Check Register Report

Date: 02/11/2016  
 Time: 12:40 pm  
 Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK Checks</b>							
57235	01/14/2016	Printed		PRINTING	PRINTING SYSTEMS INC.	Office Supplies -	231.70
57236	01/14/2016	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	194.01
57237	01/14/2016	Printed		PURE WATER	PURE WATER BOTTLING	KCPD	60.95
57238	01/14/2016	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet Service	30.90
57239	01/14/2016	Printed		SIEMENS	SIEMENS INDUSTRY INC.	TS Signalized Intersection	97.19
57240	01/14/2016	Printed		SIRCHIE AC	SIRCHIE ACQUISITION CO., LLC	Supplies -	273.85
57241	01/14/2016	Printed		SPEAK	SPEAKWRITE BILLING DEPT	KCPD - #GrpLEKCPD1	74.11
57242	01/14/2016	Printed		SPRINT	SPRINT	Long Distance -	157.64
57243	01/14/2016	Printed		STERI	STERICYCLE, INC	Steri-Safe Compliance Solution	849.09
57244	01/14/2016	Printed		SUN BADGE	SUN BADGE COMPANY	Badge Supplies	195.98
57245	01/14/2016	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Policy#CRP2008176-06	5,201.32
57246	01/14/2016	Printed		THE SALINA	THE SALINAS CALIFORNIAN	Muni Code Public Hearing.	446.14
57247	01/14/2016	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Services for Nov 2015	3,920.00
57248	01/14/2016	Printed		TORO	TORO PETROLEUM CORP.	Fuel and Oil -	2,478.25
57249	01/14/2016	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Contract Payment	1,220.78
57250	01/14/2016	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phone Monthly Charges.	1,367.35
57251	01/14/2016	Printed		ZUMAR	ZUMAR INDUSTRIES INC.	Supplies	3,655.60
57252	01/21/2016	Printed		LAVELLEW	WILLIAM LAVELLE	New Wastewater Operator	113.54
57253	01/21/2016	Printed		MOCO CLERK	MONTEREY COUNTY CLERK	Mitigated Negative Declaration	2,260.25
57254	01/29/2016	Printed		ADSTARR	A.D. STARR	KC Rec (Softballs)	283.32
57255	01/29/2016	Printed		ACEHIGH	ACE HIGH DESIGNS INC	Basketball uniforms.	2,570.99
57256	01/29/2016	Printed		ADAMSS	STEVEN ADAMS	SV Mayors & City Manager	125.00
57257	01/29/2016	Printed		AT & T	AT & T	Monthly Services -	2,995.94
57258	01/29/2016	Printed		BLACKS	DEVON BLACKS	Basketball Official -	40.00
57259	01/29/2016	Printed		BLACKSE	EMMITT BLACKS	Basketball Official -	40.00
57260	01/29/2016	Printed		COASTAL	COASTAL TRACTOR	Parts Counter	675.97
57261	01/29/2016	Printed		COUNTY OF	COUNTY OF MONTEREY	FY 2015-2016 Q2	6,336.33
57262	01/29/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	SB989 Testing (Tri-Annual)	1,781.62
57263	01/29/2016	Printed		DAVID ORTI	DAVID ORTIZ	Basketball Official -	80.00
57264	01/29/2016	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprint APPS	64.00
57265	01/29/2016	Printed		EDWARDS	EDWARDS TRUCK CENTER, INC	Air Leak Shifting Valve	812.97
57266	01/29/2016	Printed		FED EXP	FEDEX	FedEx Express Service	21.73
57267	01/29/2016	Printed		FLORESTH	THOMAS FLORES	Basketball Official -	40.00
57268	01/29/2016	Printed		HARDEE	FRED HARDEE	Background Investigations	2,900.00
57269	01/29/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Irrigation Supplies	53.07
57270	01/29/2016	Printed		GREEN'S	GREEN'S ACCOUNTING	Monthly Charges - December 201	11,775.00
57271	01/29/2016	Printed		INTTIRE	INTERNATIONAL TIRES	Flat Tire Repair	20.00
57272	01/29/2016	Printed		JOHNNO	NOLAN JOHNSON	Basketball Official -	30.00
57273	01/29/2016	Printed		KC CHAMBER	KING CITY CHAMBER OF COMMERCE	2016 Chamber Membership.	50.00
57274	01/29/2016	Printed		KRKC	KING CITY COMMUNICATIONS CORP	KCH FB & BB	460.04
57275	01/29/2016	Printed		LEAG OF CA	LEAGUE OF CALIFORNIA CITIES	Membership dues for 2016	5,617.00
57276	01/29/2016	Printed		LINCOLN	LINCOLN AQUATICS	Pool Supplies -	1,779.17
57277	01/29/2016	Printed		GRAFIX	M. J. DONOVAN ENTERPRISES, INC	Lettering on Police cars.	404.00
57278	01/29/2016	Printed		MALLORYCO	MALLORY SAFETY AND SUPPLY LLC	Artic Gray Lens.	106.39
57279	01/29/2016	Printed		M BASIA	MBASIA	Claim #MBA14-0814	2,531.30
57280	01/29/2016	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	Criminal Justice Info System	5,626.67
57281	01/29/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	81.07
57282	01/29/2016	Printed		PBI	PENINSULA BUSINESS INTERIORS	CM - File Cabinet	1,095.28
57283	01/29/2016	Printed		PETTY	PETTY CASH KCPD	Replenish Funds	155.50
57284	01/29/2016	Printed		PAC	PG&E	Utilities - #3845488588-0	22,160.77
57285	01/29/2016	Printed		PINNT	PINNACLE TECHNOLOGY SERVICES	Labor - Remote Support	70.00





## Item 9(C)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** STEVEN ADAMS, CITY MANAGER  
**BY:** PATRICIA GRAINGER, ACCOUNTANT  
**RE:** SUCCESSOR AGENCY CHECK REGISTER

---

#### **RECOMMENDATION:**

It is recommended City Council receive and file.

#### **BACKGROUND:**

At least once a month, the City Treasurer shall submit to the City Council, a copy of the check register and invoice approval fund list.

#### **DISCUSSION:**

The purpose of this item is to provide the Council an opportunity to review and monitor ongoing expenditures. These documents for the Successor Agency are attached.

#### **COST ANALYSIS:**

There is no fiscal impact as a result of this action.

#### **ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL/SUCCESSOR AGENCY  
SUCCESSOR AGENCY CHECK REGISTER  
FEBRUARY 23, 2016  
PAGE 2 OF 2**

**Exhibit(S)**

1. Check Register Report

Submitted by:   
Patricia Grainger, Accountant

Approved by:   
Steven Adams, City Manager

**Check Register Report**

Date: 02/11/2016

Time: 12:38 pm

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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**SUCCESSOR AGENCY OF Checks**

175	01/14/2016	Printed		KOCZANOWIK LAW OFFICE OF		Successor Agency	128.00
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**Total Checks: 1**

**Checks Total (excluding void checks): 128.00**

**Total Payments: 1**

**Bank Total (excluding void checks): 128.00**

**Total Payments: 1**

**Grand Total (excluding void checks): 128.00**

**Exhibit No.**

1



## Item 9(D)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** STEVEN ADAMS, CITY MANAGER

**RE:** CONSIDERATION OF LABOR AGREEMENTS WITH SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521 AND KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION

---

#### RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution ratifying the Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), Local 521 for FY 2016-17 through FY 2018-19; 2) approve a side letter of agreement with SEIU, Local 521 regarding health insurance benefits; and 3) adopt a Resolution ratifying the MOU with the King City Confidential Employees Association (KCCEA) for FY 2016-17 through FY 2018-19.

#### BACKGROUND:

The current agreement with KCCEA expired on June 30, 2015. The current agreement with SEIU expired on June 30, 2011. The City was represented in negotiations by a professional labor relations consultant. Agreement has now been reached with representatives of each of these Unions.

#### DISCUSSION:

A three-year agreement is recommended, which includes the following salary increases:

FY 2015-16	3.0%
FY 2016-17	3.0%
FY 2017-18	3.0%

These increases will be retroactive to July 1, 2015 for both groups.

The need for adjustments to salaries is due to current compensation below comparable cities, which creates difficulties in recruiting and maintaining staff. It

**CITY COUNCIL  
CONSIDERATION OF LABOR AGREEMENTS WITH SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 521 AND KING CITY CONFIDENTIAL  
EMPLOYEES ASSOCIATION  
FEBRUARY 23, 2016  
PAGE 2 OF 2**

is critical that the City be able to improve retention and hiring effectiveness. The intent of the increases is to bring salaries closer to parity.

Given the recent increases in medical costs, there is language in the KCCEA MOU that specifies the parties will agree to reopen discussions related to any aspect of medical coverage in the future if it becomes necessary. This provision is in the form of a side letter of agreement with SEIU. An additional change proposed to the KCCEA agreement is the addition of a deferred compensation benefit to make it equal with the SEIU provisions.

**COST ANALYSIS:**

The total projected cost of the agreement is projected to be approximately \$28,000 in FY 2015-16 and an additional \$28,000 in each of the following two years.

**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Adopt the Resolutions and side letter of agreement;
2. Do not adopt the Resolutions and side letter of agreement and provide direction to staff to renew negotiations; or
3. Provide other direction to staff.

Exhibits:

1. Resolution of the Council of the City of King Ratifying a Memorandum of Understanding Between the city of King and Service Employees International (SEIU), Local 521
2. MOU Between City of King and SEIU Local 521
3. MOU Between City of King and KCCEA

Submitted and Approved by:



\_\_\_\_\_  
Steven Adams, City Manager

RESOLUTION NO

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND  
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521**

**WHEREAS**, the City of King and Service Employees International Union (SEIU), Local 521 pursuant to Section 3505 of the Meyers-Millias Brown Act (MMBA) have met and conferred in good faith on issues regarding wages, hours and other terms and conditions of employment: and

**WHEREAS** the City and SEIU have successfully negotiated acceptable terms and conditions for employment, including but not limited to wages, hours and working conditions;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King, as follows:

Section 1. That the Memorandum of Understanding, attached hereto as Exhibit A to this Resolution, is hereby adopted.

Section 2. That the City and SEIU mutually agree to the terms and conditions contained herein.

Section 3. That this MOU shall supercede all other MOU's executed between the City of King and SEIU;

**PASSED AND ADOPTED** by the City Council of the City of King at a regular meeting held on the 23rd day of February, 2016 by the following vote:

**AYES**, and in favor thereof, Council members:

**NAYS**, Council members:

**ABSENT**, Councilmembers:

**ABSTAINING**, Councilmembers:

**APPROVED:**

\_\_\_\_\_  
Robert Cullen, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Martin Koczanowicz, City Attorney

**Exhibit No.**

2

**MEMORANDUM OF UNDERSTANDING**

**Between**

**CITY OF KING**

**And**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**LOCAL 521**

**July 1, 2015 - June 30, 2018**

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## **ARTICLE I RECOGNITION**

### **SECTION 1 - ADMINISTRATION**

- 1.1 The City of King City (hereinafter the "City") recognizes the Service Employee's International Union Local 521 (hereinafter "SEIU") in all matters concerning wages, hours and working conditions.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memorandum of Understanding entered into between the City and SEIU.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et. Seq.) of Division 4, Title 1 of the Government Code, and pursuant to Resolution No. 05-4119 Employer - Employee Relations Resolution of the City of King City.
- 1.4 The SEIU recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.5 The City and SEIU agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied to all employees subject to this Memorandum of Understanding.

### **SECTION 2 - PAYROLL DEDUCTION**

- 2.1 The City agrees to deduct as a single bi-weekly deduction, dues for employees and any other such deductions approved by SEIU Board of Directors and authorized, in writing, by the individual employees of the bargaining unit. No deductions shall be taken from the third paycheck of the month, which occurs twice each calendar year.
- 2.2 Any changes in previously authorized deduction amounts shall be initiated by SEIU no more than once per month, and shall be timely submitted as requested by the City Manager.
- 2.3 An employee, who has previously authorized the City to make SEIU deductions and who wishes to cancel such authorization, may do so only in writing through the SEIU office during the period of the last five (5) working days each December. It shall be the responsibility of SEIU to forward such written cancellation to the City on a timely basis. Unauthorized deductions shall be the responsibility of SEIU.

- 2.4 When the member has no earnings during a particular pay period, no dues shall be withheld from future earnings to cover that period. City shall transmit to SEIU, as soon as reasonably possible, the aggregate of such deductions, along with an itemized statement of the deductions taken. Dues deducted and paid to SEIU in error shall be refunded to City upon presentation of proof of such error.
- 2.5 It is further agreed that SEIU shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with provisions of this.

### **SECTION 3 - AGENCY SHOP**

- 3.1 Employees covered by this MOU shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee equal to union dues, in lieu of membership dues. Such dues or service fees are set in accordance to the bylaws of the Union.
- 3.2 Any employee covered by this agreement who is a member of SEIU or who becomes a member of SEIU during the term of this agreement, shall as a condition of their employment, maintain membership in SEIU and may only withdraw membership and pay service fees during the last five (5) days of December.
- 3.3 No employee shall be obligated to pay membership dues to SEIU until the first of the month following thirty (30) calendar days after the employee is hired by the City.
- 3.4 The City shall notify SEIU of new bargaining unit employees, within thirty (30) calendar days of the date the employee is hired.
- 3.5 Employees in the bargaining unit who do not maintain membership in good standing in SEIU are required, as a condition of continued employment, to pay Service Fees membership to SEIU equal to union membership dues of SEIU for the duration of this MOU.
- 3.6 SEIU has the sole and exclusive right to have employee organization membership dues and service fees deducted by the City for employees in the bargaining unit.

- 3.7 The City shall, without charge, pay to SEIU upon deduction, all sums so deducted, except that the City shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees who qualify for the religious exemption pursuant to this MOU.
- 3.8 The City shall, upon request from SEIU, furnish SEIU with an alphabetical list of all employees in the bargaining unit, identifying them by name, social security number, months per year in paid status, and annual salary, at no cost. This should include home address, home phone, employee number, date of birth, date of hire, classification, work location and department.
- 3.9 The City shall notify SEIU, in writing, if any member of the bargaining unit revokes dues, service fees, or payment in lieu of service fee authorization.

## **ARTICLE II COMPENSATION**

### **SECTION 1 - SALARY**

- 1.1 Effective July 1, 2015, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 1, 2016, employees shall receive a three percent (3%) base salary increase.
- 1.3 Effective July 1, 2017, employees shall receive a three percent (3%) base salary increase.

### **SECTION 2 - SALARY ADVANCEMENT**

- 2.1 Salary advancement shall mean a pay rate increase given to an employee, contingent upon an overall rating of "Meets Job Requirements" or better on a performance evaluation, within the pay range established for the employee's classification.
- 2.2 An employee's step increase shall be effective on the employee's merit date. If a department has not submitted a signed performance evaluation within 30 days of the employee's merit date, a step increase shall be automatically processed by the City's payroll officer.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above Step A.

- 2.4 The City's full time pay range consists of six (6) merit steps, A through F. The first step (A) shall require at least six (6) months performance at the designated step before eligibility for a merit increase. The last five (5) steps (B through F) shall require at least twelve months performance at the designated step before eligibility for a merit increase to the next step through the final step (F).
- 2.5 The City Manager may accelerate merit step advances for employees based upon exceptional performance, as recommended and documented by the employee's supervisor.

**SECTION 3 - ACTING DUTY PAY**

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at the City Manager's sole discretion.
- 3.4 An employee appointed to acting duty status shall be paid at a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, but such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 3.6 While serving in acting duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment is at least a scheduled work shift.

- 3.8 An employee has the right to refuse any acting duty assignment without justification, upon submittal of such in writing to the City Manager.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying his/her immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the City Manager.

**SECTION 4 - ALLOWANCE FOR MILEAGE**

- 4.1 The City shall reimburse employees for use of their personal automobile for official City business at the prevailing IRS rate.
- 4.2 Employees may use personal vehicles for official City business only with the expressed approval of a supervisor, and only when proof of a valid California's driver's license and required insurance are on file with the City's payroll officer.

**SECTION 5 - COURT SERVICE/JURY DUTY COMPENSATION**

- 5.1 Employees summoned to court to (a) perform jury service, or (b) to provide testimony when called on behalf of the City, or (c) as directed by the department director, City Manager or City Attorney shall be paid their prevailing pay rate for such court service.
- 5.2 Pay for jury duty shall be limited to twenty (20) working days in any one calendar year; any extensions of such service must be approved by the City Manager, whose approval shall not be unreasonably withheld.
- 5.3 Compensation for service under Section 5.2 received by the employee, shall be remitted to the City.

**SECTION 6 - OVERTIME POLICY**

- 6.1 Employees are eligible to receive overtime compensation in the form of either regular overtime pay or compensatory time off ("CTO"), at their request, calculated at the regular overtime rate of one and one-half (1 ½) times the employee's regular hourly rate. The option to elect CTO in lieu of regular overtime pay shall be limited to keeping any employee's CTO accrual within existing CTO caps.

6.2 No employee shall work overtime unless authorized in advance to do so by the department head, City Manager or designee.

## **SECTION 7 - WORKDAY**

7.1 For purposes of determining overtime, a workday shall be defined as the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and sixteen (16) hours after the start of the work shift.

7.2 Overtime shall not be paid for hours worked during the scheduled work shift.

7.3 The City Manager shall reserve the right to establish the standard work week to facilitate the operations of City Hall.

7.4 Regardless of work schedule, the standard work week shall be 40 hours.

## **SECTION 8 - OVERTIME COMPENSATION**

8.1 Employees shall receive overtime paid at one and one-half (1 ½) times their prevailing pay rate; or compensatory leave time, credited at one and one half (1 ½) hours, for the overtime work performed as follows:

- a. Work performed in excess of eight (8) hours in a workday in a five (5) day work week;
- b. Work performed in excess of ten (10) hours in a workday in a four (4) day work week;
- c. Work performed in excess of forty (40) hours in a work week.

8.2 For purposes of determining an employee's eligibility for overtime compensation, only actual hours worked shall be considered toward overtime calculation.

## **SECTION 9 - HOLIDAY COMPENSATION**

9.1 Full time employees shall be allowed time off with pay at the employee's straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.

9.2 Employees required to work on a holiday may, at their option, receive either: (1) paid time at one and one-half (1 ½) times their regular hourly rate; or (2) compensatory time off ("CTO"), credited at one and one-half (1 ½) hours, for each hour worked on the holiday. Employees shall request either compensatory leave or paid time for all hours worked on a holiday. In the absence of an advance written request for (CTO) by an employee, the employee shall be paid for any holiday worked. The right of an employee to elect (CTO) in lieu of pay under this provision shall be subject to and limited to existing (CTO) caps.

#### **SECTION 10 - CALL BACK/STANDBY PAY**

- 10.1 Employees "called back" to work due to an emergency, or to complete a critical work assignment shall be paid a minimum of two (2) hours overtime.
- 10.2 Employees required, by virtue of their position or assigned responsibilities to be available on an "on-call" basis during non-work hours, designated days off, Saturday, Sunday and/or holidays, shall be compensated a minimum of four (4) hours overtime, per non-work day.

#### **SECTION 11 - CLASS A/B LICENSE PAY**

- 11.1 The City agrees to pay employees required to possess a Class A or B California Driver's License during the course of employment, 2.5% of their prevailing pay rate per month.
- 11.2 To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of the employee's assigned classification.
- 11.3 Employees required to operate vehicles that require possession of a Class A or B driver's license, shall be enrolled in the City's federally mandated drug testing program.
- 11.4 License fees for Class A and or B driver's licenses shall be paid by the City.

#### **SECTION 12 - WASTEWATER PLANT OPERATOR CERTIFICATION**

- 12.1 Employees maintaining current Wastewater Plant Operator's Certificate, Grade 1, 2, 3, 4 or 5, as part of required job duties, shall receive an additional 5% of their prevailing wage rate per month.

12.2 Employees maintaining a Wastewater Plant Operator Certificate in Training, as part of required job duties, shall receive an additional 2.5% of their prevailing wage rate.

### **SECTION 13 - ALLOWANCE FOR UNIFORMS**

13.1 The City shall provide uniforms for the following employees affected by this MOU:

- Code Enforcement Officer
- Maintenance Worker I
- Maintenance Worker II
- Senior Maintenance Worker
- Public Works Superintendent
- Police Clerk I
- Police Clerk Supervisor
- Street Sweeper Operator
- Transit Operator

13.2 Uniforms for covered Public Works employees shall include.

- Five (5) Shirts
- Five (5) Pair of Pants
- One (1) Sweatshirt and
- One (1) All Weather Jacket
- Annually

13.3 Uniforms for Police Department employees shall include.

- Three (3) Shirts
- Three (3) Pair of Pants
- One (1) Sweater or Jacket, and
- Two (2) pairs of shoes or boots
- Annually

13.4 Employees shall not be permitted to wear work uniforms while not on duty.

### **SECTION 14 - ALLOWANCE FOR SAFETY SHOES**

14.1 Public Works employees are required to wear safety shoes at all times during the course of a workday.

14.2 The City will provide each affected employee with two pairs of safety shoes or boots each calendar year, the cost of each pair not to exceed \$150.

### **SECTION 15 - BILINGUAL PAY**

15.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.

15.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification for use with public interaction as part of their regular duties.

### **SECTION 16 - EDUCATION PAY**

Employees who possess or receive educational degrees related to their job category will be paid an education allowance in addition to their base pay. Degrees that are a part of the minimum requirement for a job are specifically excluded from qualifying an employee for this allowance. Each employee is encouraged to develop and submit an educational plan to their supervisor for review. The Employee and the City will jointly review the employee's educational plans, review scheduling and agree on a written plan as part of their annual Performance Evaluation. In order to promote diversity of study, the following requirements will apply:

AA 3%

BA 5%

MA 5%

Before an employee embarks on a degree program the department manager, with concurrence of the City Manager, will determine, in advance, if a proposed degree would qualify the employee for this allowance.

## **ARTICLE III - BENEFITS**

### **SECTION 1 - HEALTH INSURANCE BENEFITS**

1.1 The City will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 12/31/2007.

Beginning July 1, 2015, employees shall contribute one hundred dollars (\$100.00) per month towards employee only health premium and a flat fee of \$37.50 per month for dependent coverage.

1.2 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's Plan. An employee's spouse, domestic partner and/or

dependent children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are eligible to be enrolled.

- 1.3 City shall pay increased health and dental premiums that may occur until June 30, 2018. The City shall cover increased health care premium costs for the 2016 health plan year for all employees.
- 1.4 The City and the Union agree to meet and discuss the options available under the Affordable Care Act. Neither party shall refuse to meet and discuss the options, but neither is bound to a course of action under these discussions.
- 1.5 Given the uncertainty and changing dynamics of health care plans, costs and coverage, and the uncertainty of the City's financial capability to address such changes, the parties agree to re-open discussions on any aspect of health care coverage during the life of this Memorandum of Understanding at the request of the either party.

## **SECTION 2 - LIFE INSURANCE PREMIUM**

- 2.1 The City agrees to provide each full-time employee with term life insurance coverage in the amount of seventy-five thousand (\$75,000), subject to the eligibility requirements of the insurance carrier.

## **SECTION 3 - PUBLIC EMPLOYEE'S RETIREMENT SYSTEM CONTRIBUTION (P.E.R.S.)**

- 3.1 The City shall enroll all "miscellaneous" employees hired before January 1, 2013 in the 2% at 55 CalPERS Plan, including the following specified public agency contract provisions:
  - a. lump sum death benefit of \$500;
  - b. final compensation calculated at average of last consecutive, 36 months of salary;
  - c. retirement COLA maximum of 2%.
- 3.2 Miscellaneous employees hired before January 1, 2013 shall pay 100% percent of the mandatory seven percent (7%), or the applicable percentage as set by CalPERS, of the miscellaneous employee's gross pre-tax salary as the employee's share of the retirement plan to CalPERS.

- 3.3 The City shall enroll all miscellaneous employees hired on or after January 1, 2013 in the 2% at 62 CalPERS Plan, including the following specified public agency contract provisions:
- a. lump sum death benefit of \$500;
  - b. final compensation calculated at average of last consecutive, 36 months of salary;
  - c. retirement COLA maximum of 2%.
- 3.4 Miscellaneous employees hired on or after January 1, 2013 shall pay 100% percent of the mandatory six and one quarter percent (6.25%), or the applicable percentage as set by CalPERS, of the miscellaneous employee's gross pre-tax salary as the employee's share of the retirement plan to CalPERS.

#### **SECTION 4 - DEFERRED COMPENSATION PROGRAMS**

- 4.1 The City shall offer deferred compensation programs to SEIU employees as a voluntary employee election.
- 4.2 The City shall match employee contributions to a deferred compensation plan up to an additional 2% of salary for all employees represented by this MOU.

#### **SECTION 5 - STATE DISABILITY INSURANCE**

- 5.1 The City shall enroll all SEIU employees in the State disability program.
- 5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

#### **SECTION 6 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)**

- 6.1 The City shall offer Employees' Assistance Program in categories to include marriage, family/relationship problems, alcohol/drug abuse, legal matters, financial and credit problems, child care consultation and elder care.
- 6.2 Services shall be provided as defined in the EAP pamphlet on file with the City's Personnel Officer.

### **ARTICLE IV - LEAVES**

#### **SECTION 1 - ANNUAL LEAVE**

- 1.1 The City shall provide employees with annual leave as defined herein.

1.2 Annual leave shall be defined as the periods of approved absence with pay from regularly scheduled work.

1.3 Unless the employee's use of annual leave interferes with departmental operations, the department head shall permit employees to use annual leave at the employee's discretion.

1.4 Employees shall be credited with annual leave at the following rates:

a. Vacation

(1) For employees with less than five (5) years' service, 80 hours per year accumulated to a maximum of 240 hours.

(2) For employees with five (5) or more years' service, 120 hours per year accumulated to a maximum of 360 hours.

(3) For employees with ten (10) or more years' of service, 144 hours per year accumulated to a maximum of 420 hours.

(4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.

(5) For employees with twenty-five (25) or more years' of service, 200 hours per year accumulated to a maximum of 600 hours.

(6) Employees shall not take vacation until employed by the City for six (6) months.

(7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head. The City encourages employees to take a minimum of ten (10) days of vacation leave and the City shall not unreasonably deny vacation requests.

(8) An employee may, at any time, cash out vacation leave up, to a maximum of 20 hours each calendar year. To be eligible the employee must have at least eighty (80) hours of accrued vacation after cashing out the leave. SEIU hours (excluding Floating Holiday) shall be cashed out first before vacation accruals, during the term of this agreement.

b. Sick Leave

- (1) All full time employees shall receive 96 sick leave hours per year, accrued at 3.69 hours per payroll period.

**c. Floating Holidays**

- (1) Employees shall be credited with three (3) floating holidays (24 hours) on January 1 of each calendar year.

- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.

- 1.5 Employees shall not accrue vacation or sick leave during any unpaid leave of absence.
- 1.6 Employees shall not use less than one (1) hour of leave at any one time.
- 1.7 Upon termination of employment, the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.
- 1.8 Upon termination of employment, the employee shall be compensated for 50% of any unused sick leave. The value of this unused sick leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.

**SECTION 2 - SICK LEAVE**

- 2.1 Sick leave may be used only in cases of actual personal sickness, quarantine, sickness in the immediate family where the employee must provide care to the immediate family member. Sick leave may also be used for medical, dental and optical appointments.
- 2.2 When an employee uses sick leave in excess of three consecutive (3) workdays, the City Manager may require the employee to present, as soon as reasonably possible, a personal certification and/or doctor's verification that the employee is ill or capable to return to work. In administering this, the City shall, at all times, to the maximum extent possible, respect the privacy of the employee.
- 2.3 When an employee wishes to use accrued sick leave, the employee shall notify the supervisor before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the employee is incapacitated and physically unable to provide the required notification.
- 2.4 An employee on sick leave shall regularly inform his/her supervisor of their estimated leave status, medical restrictions and their anticipated return to duty. Both the employer

and the employee shall remain available to engage in the interactive process regarding the employee's ability to perform essential functions of their position.

### **SECTION 3 - COMPENSATORY LEAVE**

- 3.1 Reasonable requests for use of compensatory leave shall not be denied.
- 3.2 Employees shall not use less than one (1) hour of compensatory leave at any one time.
- 3.3 Employees may use compensatory leave in conjunction with any other authorized paid leave with approval of the department head.
- 3.4 The City shall not require an employee to use compensatory time within the same pay period in which it was earned.
- 3.5 An employee may carry to the next calendar year a maximum of eighty (80) hours of compensatory leave. Exceptions to this policy may be approved by the City Manager, upon recommendation of the department head.
- 3.6 When an employee separates from City service for any reason, the employee shall be paid for any accrued compensatory leave at the employee's rate of pay at the date of separation.

### **SECTION 4 - HOLIDAY LEAVE**

- 4.1 The City shall provide employees holiday pay as stated herein.
- 4.2 The following days shall be approved City holidays:

January 1 (New Year's Day)

The third Monday in January (Dr. Martin Luther King, Jr.)

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

Columbus Day (Celebrated in October consistent with Federal holiday)

November 11 (Veteran's Day)

Thanksgiving Day

Day after Thanksgiving December

24 (Christmas Eve) December 25

(Christmas)

- 4.3 Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.
- 4.4 When any day, granted as holiday, falls on a Friday, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.
- 4.5 In order to be paid for a holiday, the employee must work the scheduled work period immediately before and after the holiday, unless the employee is absent from the scheduled work period immediately before and after as a result of authorized paid leave.

#### **SECTION 5 - BEREAVEMENT LEAVE**

- 5.1 Employees shall be entitled to a maximum of five (5) days bereavement leave per incident each calendar year.
- 5.2 Eligibility for bereavement leave shall apply to the death of a member in the immediate family, as defined in Article XIII.

#### **SECTION 6 - WORKER COMPENSATION LEAVE**

- 6.1 The City shall provide employees with work related disability leave as defined herein.
- 6.2 In addition to disability payments required by statute, employees substantially disabled by bodily injury or sickness in the scope of employment shall be paid the additional amount necessary to make their after tax pay equal to the after tax pay they would receive were they not disabled to a maximum of seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates temporary disability either by means of a lump sum settlement or a disability retirement, whichever occurs first.
- 6.3 Employees, who are still substantially disabled after seventeen (17) weeks, may apply for long term disability.
- 6.4 The City shall make all reasonable efforts to provide employees with restricted duty assignments when the employee is still substantially disabled after seventeen (17) weeks from the date of disability.
- 6.5 During the time the employee is substantially disabled, the employee shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.

**SECTION 7 - LONG TERM DISABILITY LEAVE**

- 7.1 The City shall provide employees with long term disability insurance.
- 7.2 Employees substantially disabled by bodily injury or sickness outside the course and scope of employment and employees still substantially disabled after seventeen (17) weeks of work disability leave are eligible for long term disability leave.
- 7.3 An employee shall be eligible to receive a monthly disability income ninety (90) days after the occurrence of the disability. Disability income payments shall be based on the employee's actual salary, reduced by any deductible benefits, as described in the City's long term disability insurance plan.
- 7.4 Employees may use accumulated leave before electing to receive long term disability insurance benefits.
- 7.5 Pregnant employees shall be eligible for long term disability leave subject to the same terms and conditions as any other employee substantially disabled by bodily injury or sickness outside the course and scope of employment.
- 7.6 It shall be the employee's responsibility to report to work promptly at the end of long term disability leave. Employees shall receive clearance to return to work from the Personnel Officer.

When an employee enters vocational rehabilitation for an occupation not with the City of King City, the City may pay the employee the state required workers compensation temporary disability payments rather than the two thirds (2/3) long term disability payments. The City shall not implement this condition, if the employee is receiving medical treatment to improve his/her condition; if the employee has a reasonable chance for continued employment with the City; or, if the employee is within ten (10) years of full service retirement.

**SECTION 8 - MILITARY LEAVE**

- 8.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 399.5.
- 8.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:
  - a. 3 months of continued salary and benefits for 1-5 years of service.
  - b. 6 months of continued salary and benefits for 6-15 years of service.

- c. 12 months of continued salary and benefits for 16 or more years of service.

**SECTION 9 - LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

- 9.1 The City has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family.
- 9.2 An employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.
- 9.3 After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification.
- 9.4 Probationary employees are not eligible for unpaid leaves of absence, except as required by law.
- 9.5 Employees requesting family leave shall state in writing the reasons for the request. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. The employee shall have no appeal rights with respect to this decision.
- 9.6 The City shall comply with the Family Medical Leave Act of 1993 in all respects.
- 9.7 The City shall comply with the California Family Rights Act of 1993 in all respects.

**SECTION 10 - TIME OFF FOR VOTING**

Time off with pay to vote at any general, direct primary or presidential primary election shall be granted as provided in the California Election Code. Notice that an employee desires time off shall be in accordance with the provisions of said code.

**ARTICLE V - LAYOFF**

**SECTION 1 - PREREQUISITE FOR LAYOFF**

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the conditions, contained within this Section, shall be prerequisite to such a layoff.
- 1.2 Management shall meet and consult with the representative of SEIU on alternative courses of action to avoid such layoff.

- 1.3 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall be released from the class first.
- 1.4 All employees in the class are given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.
- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice shall be provided to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

## **SECTION 2 - ORDER OF LAYOFF**

- 2.1 Employees who have two (2) or more below standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first; any subsequent layoff shall proceed to the next, least senior employee.
- 2.3 Where the total and continuous employment of two (2) employees are of the same length, the seniority shall be decided by drawing lots.

## **SECTION 3 - VOLUNTARY DEMOTION**

- 3.1 An employee affected by a Reduction in Force (RIF) may choose voluntary demotion to avoid layoff.
- 3.2 Such voluntary demotion may be to a lower or equal class of previous standing, or to a lower or equal class in the same occupational grouping.
- 3.3 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.
- 3.4 In no event can an employee displace someone with more seniority except as permitted by Section 2.1 of this Article.

## **SECTION 4 - RECALL**

- 4.1 Employees who laterally transfer, take a voluntary demotion, or are affected by a Reduction in Force pursuant to the provisions of this Article, shall have their names placed on a recall list for the classification of original standing.
- 4.2 Such a list shall be in inverse order of layoff, lateral transfer or demotion.
- 4.3 The recall list shall be mandated by the City Manager, and shall be used when any vacancy for that class is to be filled.
- 4.4 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever occurs first.
- 4.5 The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he/she shall be appointed within sixty (60) days.
- 4.6 The employee recalled shall be required to take a medical examination to ensure that the employee is capable of performing the duties of the class.
- 4.7 The employee recalled shall be required to meet the minimum standards of the class.

## **ARTICLE VI - NON-DISCRIMINATION**

The City shall not discriminate in the treatment of an employee on the basis of race, color, religion, gender, political party or activity, national origin, sexual preference, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, Union activity or Union membership.

## **ARTICLE VII - HEALTH AND SAFETY**

### **SECTION 1- SAFETY RESPONSIBILITIES**

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Employees shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, City safety order, or safety rules and regulations.
- 1.3 Employees shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.

- 1.4 The City shall not require nor permit any employee to enter any employment or job site which is not reasonably safe and healthful.
- 1.5 The City shall not discipline any employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, or if such violation would create a real hazard to the individual employee.

## **ARTICLE VIII - DISCIPLINE AND DISCHARGE**

### **SECTION 1 - JUST CAUSE**

- 1.1 An SEIU employee may be suspended without pay, demoted or discharged for just cause.
- 1.2 Discipline may be achieved through a permanent or temporary decrease in a step without any loss of work by the employee.
- 1.3 A step decrease shall not affect the employee's merit date.
- 1.4 Employees, other than probationary, shall have the right of appeal pursuant to Article X of this MOU.

### **SECTION 2 – REPRESENTATION**

- 2.1 Employees may be represented by an SEIU representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **SECTION 1 - GRIEVANCE DEFINED**

- 1.1 Grievance shall be defined as a complaint by an employee that there has been a violation of this Memorandum of Understanding.
- 1.2 The employee, or employees bringing such a claim, shall state in writing, the manner in which the violation affects their wages, hours, working conditions, or job security as specified in this MOU.

## **SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE**

- 2.1 An employee filing such a grievance, and/or the employee's designated representative, shall first informally discuss the matter with the employee's immediate supervisor within fifteen (15) working days from the incident or decision generating the grievance.
- 2.2 If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance.

## **SECTION 3 - FORMAL GRIEVANCE PROCEDURE**

- 3.1 A formal grievance process shall be used to resolve an employee's complaint not satisfactorily resolved through Section 2 of this Article.
- 3.2 An employee shall have the right to present a formal grievance, in writing, within five (5) working days after an unsuccessful resolution of the informal grievance with the immediate supervisor. Should the immediate Supervisor be the City Manager, the grievance shall commence in accordance with Section 3.6 of this article.
- 3.3 All formal grievances shall state in writing the violation of this MOU and the manner in which it affects the employee's wages, hours, working conditions or job security.
- 3.4 The formal grievance shall be presented to the employee's immediate supervisor, who shall discuss the grievance with the employee and/or the employee's designated representative, within five (5) working days after receipt of the formal grievance.
- 3.5 Within ten (10) working days of this discussion, the supervisor shall render a written decision regarding its merits.
- 3.6 If the immediate supervisor's decision does not satisfactorily resolve the complaint, the employee and/or employee's designated representative may present the formal grievance to the City's designated Employee Relations Officer.
- 3.7 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the employee does not seek further review of the grievance within ten (10) working days after the receipt of the decision of the supervisor.
- 3.8 Failure of the supervisor to render a written decision on the grievance within five (5) working days constitutes a decision denying the grievance.

- 3.9 When the employee presents a formal grievance to the designated Employee Relations Officer, the Employee Relations Officer shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.10 Within ten (10) working days after receipt of the formal grievance, the Employee Relations Officer shall render a written decision regarding its merits.
- 3.11 If the decision of the Employee Relations Officer does not resolve the complaint, the employee and/or the employee's designated representative may present the formal grievance to the City Manager.
- 3.12 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted when the employee does not seek further review of the grievance within ten (10) working days after receipt of the decision of the Employee Relations Officer.
- 3.13 When the employee presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.14 Within ten (10) working days after receipt of the grievance, the City Manager shall render a written decision regarding its merits.
- 3.15 The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative procedures.
- 3.16 Should the City Manager fail to render a written decision within ten (10) working days, the employee may consider the administrative procedures completed and file for redress of the grievance.
- 3.17 If the decision of the City Manager does not resolve the grievance to the employee's satisfaction, the employee may seek redress of the grievance through regular legal channels.

#### **SECTION 4 - NON-DEPARTMENTAL GRIEVANCES**

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated first at the department from which a complaint generates, and shall follow the procedures as detailed in Sections 2 and 3 of this Article.

- 4.2 When the grievance involves an action or decision of the Employee Relations Officer, the grievance shall be first informally discussed with the Employee Relations Officer.
- 4.3 If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 shall be initiated.

## **SECTION 5 - REPRISALS**

- 5.1 The City shall not institute any reprisals against any employee or designated representative resulting from the use of the grievance procedure.
- 5.2 The City Manager may designate a third party to serve as the final reviewer for employee grievances.

## **ARTICLE X - APPEAL PROCEDURES**

### **SECTION 1 - REQUEST FOR DISCIPLINARY HEARING**

- 1.1 A non-probationary employee, who believes he or she has been suspended demoted without alleged just cause, shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee, the employee's representative, or the employee's legal counsel requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the Employee Relations Officer within ten (10) days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee.
- 1.3 Unless requested to be open to the public by the employee, all disciplinary hearings shall be conducted in private.
- 1.4 If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing including all rights to further appeal the disciplinary action.

### **SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING**

- 2.1 The City shall schedule any disciplinary hearing dates within ten (10) days after the filing of the employee's request, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.

### **SECTION 3 - HEARING OFFICER**

- 3.1 The City Manager shall serve as the hearing officer for disciplinary hearings.
- 3.2 The City Manager may authorize a designee to serve as the hearing officer for any disciplinary hearing that does not involve termination.
- 3.3 The hearing officer shall be a neutral third party for appeals involving termination, selected as follows:
  - a. The hearing officer shall be selected from a list of five (5) names submitted by an outside source mutually agreed upon by the City and SEIU.
  - b. The selection process shall consist of the City and SEIU alternately striking a name from the list until one name remains which will be the appointed hearing officer. A coin toss shall determine which side initiates the above mentioned process.
  - c. The cost for the hearing officer shall be shared equally by the City and SEIU.

### **SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING**

- 4.1 The employee may appear at the disciplinary hearing with his/her designated SEIU representative and/or representative.
- 4.2 The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

### **SECTION 5 - BURDEN OF PROOF AND EVIDENCE**

- 5.1 The City shall have the burden of proof at the disciplinary hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.
- 5.2 The disciplinary hearing shall be conducted according to the technical rules of evidence.

### **SECTION 6 - CONDUCT OF DISCIPLINARY HEARING**

- 6.1 The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of both parties.
- 6.2 During the examination of a witness, the hearing officer may exclude from the hearing any and all witnesses.

- 6.3 The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.
- 6.4 Disciplinary hearings shall be recorded.

## **SECTION 7 - HEARING OFFICER'S DECISION**

- 7.1 Within thirty (30) calendar days after the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law.
- 7.2 The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.
- 7.3 The hearing officer's decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

## **ARTICLE XI - CITY RIGHTS**

### **SECTION 1 - EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY**

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City:
  - a. Determine issues of public policy;
  - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
  - c. Expand or diminish City services;
  - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City services, including but not limited to the right to contract or outsource any work or operation;
  - e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
  - f. Determine job classifications;

- g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
- h. Initiate disciplinary action;
- i. Determine policies, procedures, and standards for selection, training and promotion of employees;
- j. Establish employee standards, including but not limited to quality and quality standards;
- k. Maintain the efficiency of governmental operations;
- l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
- m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
- n. Determine any and all necessary actions to carry out its mission in emergencies.

1.3 The exclusive decision making authority of the City and its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

**ARTICLE XII - MODIFICATION AND DURATION**

**SECTION 1 - SEVERABILITY**

- 1.1 Notwithstanding any other provisions of this MOU, in the event that any Article, Section, or Subsection of this MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the SEIU shall meet and confer on the affected Article, Section or Subsection.
- 1.2 In such event, all other Articles, Sections or Subsections of this MOU not affected shall continue in full force and effect.

**SECTION 2 - DURATION**

- 2.1 This MOU shall be binding on the City and the SEIU when approved and adopted by both parties.

2.2 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2018.

### **ARTICLE XIII – INNOVATION IN DELIVERING SERVICES TO SMALL RURAL COMMUNITIES**

Recognizing that small cities in our region are still in a slowed economic recovery and that demand for services from the community is increasing, SEIU 521 and the City agree to work collaboratively towards identifying innovative opportunities that could potentially pool resources and staffing without compromising the integrity and/or erosion of bargaining unit work and quality public services to our community.

The parties understand and agree that Article XIII is permissive and not binding, and that both parties will in good faith remain agreeable to discuss/meet and confer about the following items:

- Opportunities where we can explore sharing services with a neighboring City and/or County entity, for the purposes of preserving and improving quality public services;
- Identifying innovative ideas for reducing duplicate/redundant services that SEIU 521 members can provide within neighboring cities;
- Creating opportunities for collaboration and dialogue between government agencies in our region, for shared services as a model for 21<sup>st</sup> century public services for small rural cities and counties.

Should an opportunity for shared services be agreed upon, the parties agree to jointly recommend to Council and/or Board of Supervisors the proposal, for the purposes of cost savings and increasing quality public services without either party waiving its right to meet and confer on any matter that may impact wages, hours and working conditions, as provided under Meyers Milias Brown Act (MMBA). The parties further agree that absent mutual consent, proposals of shared services and savings shall not be imposed by the City.

### **ARTICLE XIV DEFINITION OF TERMS**

**ACTING DUTY** - The temporary assignment of an employee to a higher paid classification to perform the major, essential duties of the classification.

**CLASSIFICATION** - A position or positions that describes the duties, responsibilities and qualifications for that classification.

**DAY** - A calendar day of 24 hours.

**DEPARTMENT HEAD** - An individual assigned to any of the following classifications: City Manager, Chief of Police or any such management or supervisory position designated as the department head by the City Manager.

**EMPLOYEE** - An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

**FULL-TIME** - The work period of an employee in the classified service in a classification authorized and budgeted by the City Council to work 40 hours in a designated work week.

**IMMEDIATE FAMILY** - Shall include an employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, the employee's spouse's children or any relative, including a foster child, living in the immediate household.

**LEAVE** - An authorized absence from work.

**MANAGEMENT** - An employee assigned to any of the following classifications: City Manager, Chief of Police or any position assigned supervisory or management duties and responsibilities by the City Manager.

**POSITION** - The duties and responsibilities assigned to an employee within a classification.

**PREVAILING RATE** - The basic pay rate within a pay range paid to an employee for the performance of the duties of a classification.

**SENIORITY** - A status acquired by an employee based on the employee's period of continuous service in the job class for the City.

For the City

\_\_\_\_\_  
Steven Adams, City Manager

\_\_\_\_\_  
Date

For the Union

\_\_\_\_\_  
Debbie Narvaez, Regional Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patricia Grainger, Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sal Morales Jr., Steward

\_\_\_\_\_  
Date

## **APPENDIX A**

Positions affected by this Memorandum of Understanding shall include:

ACCOUNTANT  
ACCOUNTING TECHNICIAN  
ADMINISTRATIVE ASSISTANT  
ADMINISTRATIVE SERVICES SUPERVISOR  
ASSISTANT PLANNER  
BUILDING INSPECTOR  
COUNTER TECHNICIAN  
CODE ENFORCEMENT OFFICER  
MAINTENANCE WORKER I  
MAINTENANCE WORKER II  
POLICE CLERK I  
POLICE CLERK SUPERVISOR  
PUBLIC WORKS SUPERINTENDENT  
SENIOR MAINTENANCE WORKER  
STREET SWEEPER OPERATOR  
TRANSIT OPERATOR

## APPENDIX B

### SALARY SCHEDULE EFFECTIVE 7/1/15

Title	A	B	C	D	E	F
Accountant	\$42,807.83	\$44,949.20	\$47,196.66	\$49,557.42	\$52,035.60	\$54,637.38
Accounting Technican	\$35,674.05	\$37,458.01	\$39,331.58	\$41,298.88	\$43,364.03	\$45,533.21
Administrative Assistant	\$35,674.05	\$37,458.01	\$39,331.58	\$41,298.88	\$43,364.03	\$45,533.21
Administrative Services Supervisor	\$48,934.27	\$51,381.55	\$53,951.40	\$56,648.97	\$59,481.47	\$62,456.11
Assistant Planner	\$61,801.03	\$64,892.06	\$68,137.59	\$71,544.83	\$75,123.05	\$78,879.46
Building Inspector	\$54,468.46	\$57,192.81	\$60,053.12	\$63,056.60	\$66,209.43	\$69,520.88
Code Enforcement Officer	\$39,881.60	\$41,875.68	\$43,969.67	\$46,168.72	\$48,477.98	\$50,902.60
Counter Technician	\$35,674.05	\$37,458.01	\$39,331.58	\$41,298.88	\$43,364.03	\$45,533.21
Maintenance Worker I	\$29,371.48	\$30,840.26	\$32,383.20	\$34,002.36	\$35,702.89	\$37,488.91
Maintenance Worker II	\$34,010.60	\$35,711.13	\$37,497.15	\$39,372.78	\$41,342.14	\$43,409.35
Police Clerk I	\$28,854.42	\$30,297.45	\$31,812.58	\$33,403.93	\$35,074.59	\$36,828.68
Police Clerk Supervisor	\$37,443.59	\$39,316.13	\$41,282.40	\$43,346.52	\$45,514.67	\$47,790.97
Public Works Superintendent	\$51,269.28	\$53,832.95	\$56,525.37	\$59,351.69	\$62,320.15	\$65,436.93
Senior Maintenance Worker	\$39,348.06	\$41,316.39	\$43,382.57	\$45,551.75	\$47,830.11	\$50,221.77
Street Sweeper Operator	\$34,010.60	\$35,711.13	\$37,497.15	\$39,372.78	\$41,342.14	\$43,409.35
Transit Operator	\$31,773.44	\$33,362.73	\$35,031.33	\$36,783.36	\$38,622.94	\$40,554.19

**APPENDIX D**

**SALARY SCHEDULE  
EFFECTIVE 7/1/17**

<b>Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
Accountant	\$45,414.83	\$47,686.61	\$50,070.94	\$52,575.47	\$55,204.57	\$57,964.80
Accounting Technician	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
Administrative Assistant	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
Administrative Services Supervisor	\$51,914.37	\$54,510.69	\$57,237.04	\$60,098.89	\$63,103.89	\$66,259.69
Assistant Planner	\$65,564.71	\$68,843.99	\$72,287.17	\$75,901.91	\$79,698.04	\$83,683.22
Building Inspector	\$57,785.59	\$60,675.85	\$63,710.36	\$66,896.75	\$70,241.58	\$73,754.70
Code Enforcement Officer	\$42,310.39	\$44,425.91	\$46,647.42	\$48,980.40	\$51,430.29	\$54,002.57
Counter Technician	\$37,846.60	\$39,739.20	\$41,726.87	\$43,813.98	\$46,004.90	\$48,306.18
Maintenance Worker I	\$31,160.20	\$32,718.43	\$34,355.34	\$36,073.10	\$37,877.20	\$39,771.98
Maintenance Worker II	\$36,081.85	\$37,885.94	\$39,780.73	\$41,770.58	\$43,859.88	\$46,052.98
Police Clerk I	\$30,611.65	\$32,142.56	\$33,749.97	\$35,438.23	\$37,210.63	\$39,071.55
Police Clerk Supervisor	\$39,723.90	\$41,710.48	\$43,796.50	\$45,986.32	\$48,286.51	\$50,701.44
Public Works Superintendent	\$54,391.58	\$57,111.38	\$59,967.77	\$62,966.21	\$66,115.45	\$69,422.04
Senior Maintenance Worker	\$41,744.36	\$43,832.56	\$46,024.57	\$48,325.85	\$50,742.96	\$53,280.28
Street Sweeper Operator	\$36,081.85	\$37,885.94	\$39,780.73	\$41,770.58	\$43,859.88	\$46,052.98
Transit Operator	\$33,708.44	\$35,394.52	\$37,164.74	\$39,023.47	\$40,975.08	\$43,023.94

## **KNOW YOUR RIGHTS**

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

### **READ THIS STATEMENT TO MANAGEMENT**

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question. This is my right under a U.S. Supreme Court decision called Weingarten."

For questions regarding your contract, filing a grievance or disciplinary matters contact Christopher Cox Contract Enforcement Specialist Assistant at (831) 824-9268 or by email at [christopher.cox@seiu521.org](mailto:christopher.cox@seiu521.org).

**RESOLUTION NO**

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND  
KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION (KCCEA)**

**WHEREAS**, the City of King and King City Confidential Employees Association (KCCEA) pursuant to Section 3505 of the Meyers-Milias Brown Act (MMBA) have met and conferred in good faith on issues regarding wages, hours and other terms and conditions of employment: and

**WHEREAS** the City and KCCEA have successfully negotiated acceptable terms and conditions for employment, including but not limited to wages, hours and working conditions;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King, as follows:

Section 1. That the Memorandum of Understanding, attached hereto as Exhibit A to this Resolution, is hereby adopted.

Section 2. That the City and KCCEA mutually agree to the terms and conditions contained herein.

Section 3. That this MOU shall supercede all other MOU's executed between the City of King and KCCEA;

**PASSED AND ADOPTED** by the City Council of the City of King at a regular meeting held on the 23rd day of February, 2016 by the following vote:

**AYES**, and in favor thereof, Council members:

**NAYS**, Council members:

**ABSENT**, Councilmembers:

**ABSTAINING**, Councilmembers:

**APPROVED:**

\_\_\_\_\_  
Robert Cullen, Mayor

**ATTEST:**

---

Steven Adams, City Clerk

**APPROVED AS TO FORM:**

---

Martin Koczanowicz, City Attorney

Exhibit No.

3

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF KING CITY**

**AND**

**THE KING CITY CONFIDENTIAL EMPLOYEES**

**ASSOCIATION (KCCEA)**

**FOR THE PERIOD**

**JULY 1, 2015 THROUGH JUNE 30, 2018**

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**ARTICLE I**  
**RECOGNITION**

**SECTION 1 - ADMINISTRATION**

- 1.1 The City of King City (hereinafter the “City”) recognizes the King City Confidential Employees Association (hereinafter “KCCEA” or the “Association”) in all matters concerning wages, hours and working conditions.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memorandum of Understanding entered into between the City and KCCEA.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et.) of Division 4, Title 1 of the Government Code, and pursuant to Resolution No. 05-4119 Employer – Employee Relations Resolution of the City of King City.
- 1.4 The KCCEA recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.5 The City and KCCEA agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied to aid employees subject to this memorandum of Understanding.

**ARTICLE II**  
**COMPENSATION**

**SECTION 1 - SALARY**

- 1.1 Effective July 1, 2015, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 1, 2016, employees shall receive a three percent (3%) base salary increase.
- 1.3 Effective July 1, 2017, employees shall receive a three percent (3%) base salary increase.

**SECTION 2 - SALARY ADVANCEMENT**

- 2.1 Salary advancement shall mean a pay rate increase given to an employee, contingent upon an overall rating of “Meets Job Requirements” or better on a performance evaluation, within the pay range established for the employee's classification.
- 2.2 An employee's step increase shall be effective on the employee’s merit date. If a department has not submitted a signed performance evaluation within 30 days of the employee’s merit date, a step increase shall be automatically processed by the City’s payroll officer.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above Step A.

- 2.4 The City's full time pay range consists of six (6) merit steps, A through F. The first step (a) shall require at least six (6) months performance at the designated step before eligibility for a merit increase. The last five (5) steps (B through F) shall require at least twelve months performance at the designated step before eligibility for a merit increase to the next step through the final step (F).
- 2.5 The City Manager may accelerate merit step advances for employees based upon exceptional performance, as recommended and documented by the employee's supervisor.

### **SECTION 3 - ACTING DUTY PAY**

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at his/her sole discretion.
- 3.4 An employee appointed to acting duty status shall be paid at a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, but such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 3.6 While serving in acting duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment is at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment without justification, upon submittal of such in writing to the City Manager.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying his/her immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the City Manager.

#### **SECTION 4 - ALLOWANCE FOR MILEAGE**

- 4.1 The City shall reimburse employees for use of their personal automobile for official City business at the prevailing IRS rate.
- 4.2 Employees may use personal vehicles for official City business only with the expressed approval of a supervisor and only when proof of a valid California driver's license and required insurance are on file with the City's payroll officer.

#### **SECTION 5 - COURT SERVICE/JURY DUTY COMPENSATION**

- 5.1 Employees summoned to court to (a) perform jury service, or (b) to provide testimony when called on behalf of the City, or (c) as directed by the department director, City Manager or City Attorney shall be paid their prevailing pay rate for such court service.
- 5.2 Pay for jury duty shall be limited to twenty (20) working days in any one calendar year; any extensions of such service must be approved by the City Manager, whose approval shall not be unreasonably withheld.
- 5.3 Compensation for service under Section 5.2 received by the employee shall be remitted to the City.

#### **SECTION 6 - OVERTIME POLICY**

- 6.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act are eligible to receive overtime in either paid or compensatory form, calculated at the rate of one and one-half (1½) times their prevailing pay rate.
- 6.2 No employee shall work overtime unless authorized in advance to do so by the department head, City Manager or designee.
- 6.3 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall not be entitled to overtime, in either paid or compensatory form, as contained in this Section.

#### **SECTION 7 - WORKDAY**

- 7.1 For purposes of determining overtime, a workday shall be defined as the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and sixteen (16) hours after the start of the work shift.
- 7.2 Overtime shall not be paid for hours worked during the scheduled work shift.
- 7.3 The City Manager shall reserve the right to establish the standard work week to facilitate the operations of City Hall.
- 7.4 Regardless of work schedule, the standard work week shall be 40 hours.

## **SECTION 8 - OVERTIME COMPENSATION**

- 8.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act shall receive overtime pay at one and one-half (1½) times their regular rate of pay, or compensatory leave time, credited at one and one-half (1½) hours, for the hours worked in excess of forty (40) hours in a workweek.
- 8.2 For purposes of determining an employee's eligibility for overtime compensation, only actual hours worked shall be considered toward overtime calculation.

## **SECTION 9 - HOLIDAY COMPENSATION**

- 9.1 Full time employees shall be allowed time off with pay at the employee's straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.
- 9.2 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act required to work on a holiday shall receive either paid time, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave time, credited at one and one-half (1½) hours, for each hour worked on the holiday.

## **SECTION 10 - ADMINISTRATIVE LEAVE**

- 10.1 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall receive 80 hours of administrative leave each calendar year.

## **SECTION 11 - CITY CLERK CERTIFICATION**

- 11.1 The City agrees to pay all employee costs necessary to possess a California Certified Municipal Clerk's training certificate for employees assigned the Deputy City Clerk classification.
- 11.2 Upon completion of the certificate, the Deputy City Clerk shall receive the title City Clerk, and assigned a step in the salary range assigned to that classification, which is at least 5% more than the employee's salary at the time of certification.

## **ARTICLE III BENEFITS**

### **SECTION 1- HEALTH INSURANCE BENEFITS**

- 1.1 The City will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 12/31/2007.
- 1.2 Beginning July 1, 2015, an employee shall contribute one hundred dollars (\$100.00) per month towards his or her employee only health insurance premium and a flat fee of \$37.50 per month for dependent coverage.

- 1.3 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's Plan. An employee's spouse, domestic partner and/or dependent children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are eligible to be enrolled.
- 1.4 City shall pay increased health and dental premiums that may occur until June 30, 2018. The City shall cover increased health care premium costs for the 2016 health plan year for all employees.
- 1.5 The City and the Association agree to meet and discuss the options available under the Affordable Care Act. Neither party shall refuse to meet and discuss the options, but neither is bound to a course of action under these discussions.
- 1.6 Given the uncertainty and changing dynamics of health care plans, costs and coverage, and the uncertainty of the City's financial capability to address such changes, the parties agree to re-open discussions on any aspect of health care coverage during the life of the MOU at the request of the other party.

## **SECTION 2 - LIFE INSURANCE PREMIUM**

- 2.1 The City agrees to provide each full-time employee with term life insurance coverage in the amount of seventy-five thousand (\$75,000), subject to the eligibility requirements of the insurance carrier.

## **SECTION 3 -PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.)**

- 3.1 The City shall enroll all classic miscellaneous employees in the CalPERS retirement plan providing for benefits of 2% at 55. The City shall enroll all classic safety employees in the CalPERS retirement plan providing for benefits of 2% at 50. The plans shall include the following specified public agency contract provisions:
  - a. lump sum death benefit of \$500;
  - b. final compensation calculated at average of last consecutive, 36 months of salary; and
  - c. retirement COLA maximum of 2%.
- 3.2 The City shall enroll all miscellaneous employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2% at 62. The City shall enroll all safety employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2.7% at 57 pursuant to PEPR.A.
- 3.3 The employee shall pay 100% of the employee's share of the retirement plan to CalPERS.

## **SECTION 4 - DEFERRED COMPENSATION PROGRAMS**

- 4.1 The City shall offer deferred compensation programs to KCCEA employees as a voluntary employee election.
- 4.2 The City shall match employee contributions to a deferred compensation plan up to an additional 2% of salary for all employees represented by this MOU.

## **SECTION 5 - STATE DISABILITY INSURANCE**

- 5.1 The City shall enroll all KCCEA employees in the State Disability Program.
- 5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

## **SECTION 6 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)**

- 6.1 The City shall offer Employees' Assistance Program in categories to include marriage, family/relationship problems, alcohol/drug abuse, legal matters, financial and credit problems, child care consultation and elder care.
- 6.2 Services shall be provided as defined in the EAP pamphlet on file with the City's Personnel Officer.

## **SECTION 7 - UNIFORMS**

- 7.1 The City will provide two uniforms each calendar year to each employee covered by this agreement who is required to be a sworn officer.

## **ARTICLE IV LEAVES**

### **SECTION 1 - ANNUAL LEAVE**

- 1.1 The City shall provide employees with annual leave as defined herein.
- 1.2 Annual leave shall be defined as the periods of approved absence with pay from regularly scheduled work.
- 1.3 Unless the employee's use of annual leave interferes with departmental operations, the department head shall permit employees to use annual leave at the employee's discretion.
- 1.4 Employees shall be credited with annual leave at the following rates: except where otherwise negotiated as part of an employment offer.
  - a. Vacation
    - (1) For employees with less than five (5) years' service, 80 hours per year

accumulated to a maximum of 240 hours.

- (2) For employees with five (5) or more years' service, 120 hours per year accumulated to a maximum of 360 hours.
- (3) For employees with ten (10) or more years' of service, 144 hours per year accumulated to a maximum of 420 hours.
- (4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.
- (5) For employees with twenty-five (25) or more years' of service, 200 hours per year accumulated to a maximum of 600 hours.
- (6) Employees shall not take vacation until employed by the City for six (6) months.
- (7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head.
- (8) Vacation accrued in excess of the maximum hours per service years must be used within 90 days of such accrual or forfeited. Exceptions to this rule must be approved, in writing, by the City Manager.
- (9) An employee may, at any time, cash out vacation leave up to a maximum of 20 hours each calendar year. To be eligible the employee must have at least eighty (80) hours of accrued vacation after cashing out the leave.

b. Sick Leave

- (1) All full time employees shall receive 96 sick leave hours per year, accrued at 3.69 hours per payroll period.

c. Floating Holidays

- (1) Employees shall be credited with three (3) floating holidays (24 hours) on January 1 of each calendar year.
- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.

1.5 Employees shall not accrue vacation or sick leave during any unpaid leave of absence.

1.6 Employees shall not use less than one (1) hour of leave at any one time.

1.7 Upon termination of employment the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at

the employee's existing pay rate on the date of the employee's separation from City service.

- 1.8 Upon termination of employment, the employee shall be compensated for 50% of any unused sick leave. The value of this unused sick leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.

## **SECTION 2 - SICK LEAVE**

- 2.1 Employees may not use sick leave at their discretion. Sick leave may be used only in cases of actual personal sickness, quarantine, sickness in the immediate family where the employee must provide care to the immediate family member. Sick leave may also be used for medical, dental and optical appointments.
- 2.2 When an employee uses sick leave, the City Manager may require the employee to present, upon return to work, a personal certification and/or doctor's verification indicating that the employee is capable to return to work. In administering this, the City shall, at all times, to the maximum extent possible, respect the privacy of the employee.
- 2.3 When an employee uses sick leave in excess of three (3) consecutive workdays, the employee shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the employee's illness.
- 2.4 When an employee wishes to use accrued sick leave, the employee shall notify the supervisor before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the employee is incapacitated and physically unable to provide the required notification.
- 2.5 An employee on sick leave shall regularly inform his/her supervisor of their status of ability to return to work.

## **SECTION 3 - COMPENSATORY LEAVE**

- 3.1 Reasonable requests for use of compensatory leave shall not be denied.
- 3.2 Employees shall not use less than one (1) hour of compensatory leave at any one time.
- 3.3 Employees may use compensatory leave in conjunction with any other authorized paid leave with approval of the department head.
- 3.4 The City shall not require an employee to use compensatory time within the same pay period in which it was earned.
- 3.5 An employee may carry to the next calendar year a maximum of eighty (80) hours of compensatory leave. Exceptions to this policy may be approved by the City

Manager, upon recommendation of the department head.

- 3.6 When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave at the employee's rate of pay at the date of separation.

#### **SECTION 4 - HOLIDAY LEAVE**

- 4.1 The City shall provide employees holiday pay as stated herein.

- 4.2 The following days shall be approved City holidays:

January 1 (New Year's Day)

The third Monday in January (Dr. Martin Luther King, Jr.)

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

Columbus Day (Celebrated in October consistent with Federal holiday)

November 11 (Veteran's Day)

Thanksgiving Day

Day after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas)

- 4.3 Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.

- 4.4 When any day, granted as holiday, falls on a Friday, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.

- 4.5 In order to be paid for a holiday, the employee must work the scheduled work period immediately before and after the holiday, unless the employee is absent from the scheduled work period immediately before and after as a result of authorized paid leave.

#### **SECTION 5 - BEREAVEMENT LEAVE**

- 5.1 Employees shall be entitled to a maximum of five (5) days bereavement leave per incident.

- 5.2 Eligibility for bereavement leave shall apply to the death of a member in the immediate family, as defined in Article XIII.

#### **SECTION 6 – WORKER COMPENSATION LEAVE**

- 6.1 The City shall provide employees with work related disability leave as defined

herein.

- 6.2 Except as otherwise provided, employees substantially disabled by bodily injury or sickness in the scope of employment shall be paid the additional amount necessary to make their after tax pay equal to the after tax pay they would receive were they not disabled to a maximum of seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates temporary disability either by means of a lump sum settlement or a disability retirement, whichever occurs first.
- 6.3 Employees, who are still substantially disabled after seventeen (17) weeks, may apply for long term disability.
- 6.4 The City shall make all reasonable efforts to provide employees with restricted duty assignments, when the employee is still substantially disabled, after seventeen (17) weeks from the date of disability.
- 6.5 During the time the employee is substantially disabled, the employee shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.

#### **SECTION 7 - LONG TERM DISABILITY LEAVE**

- 7.1 The City shall provide employees with long term disability insurance.
- 7.2 Employees substantially disabled by bodily injury or sickness outside the course and scope of employment and employees still substantially disabled after seventeen (17) weeks of work disability leave are eligible for long term disability leave.
- 7.3 An employee shall be eligible to receive a monthly disability income ninety (90) days after the occurrence of the disability. Disability income payments shall be based on the employee's actual salary, reduced by any deductible benefits, as described in the City's long term disability insurance plan.
- 7.4 Employees may use accumulated leave before electing to receive long term disability insurance benefits.
- 7.5 Pregnant employees shall be eligible for long term disability leave subject to the same terms and conditions as any other employee substantially disabled by bodily injury or sickness outside the course and scope of employment.
- 7.6 It shall be the employee's responsibility to report to work promptly at the end of long term disability leave. Employees shall receive clearance to return to work from the Personnel Officer.
- 7.7 When an employee enters vocational rehabilitation for an occupation not with the City of King City, the City may pay the employee the state required workers compensation temporary disability payments rather than the two thirds (2/3) long term disability payments. The City shall not implement this condition if the

employee is receiving medical treatment to improve his/her condition; if the employee has a reasonable chance for continued employment with the City; or, if the employee is within ten (10) years of full service retirement.

## **SECTION 8 – MILITARY LEAVE**

- 8.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 395.4.
- 8.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:
- a. 3 months of continued salary and benefits for 1-5 years of service.
  - b. 6 months of continued salary and benefits for 6-15 years of service.
  - c. 12 months of continued salary and benefits for 16 or more years of service.

## **SECTION 9 – LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT**

- 9.1 The City has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family.
- 9.2 An employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.
- 9.3 After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification unless the position has ceased to exist.
- 9.4 Probationary employees are not eligible for unpaid leaves of absence, except as required by law.
- 9.5 Employees requesting family medical leave shall state in writing the reasons for the request, and shall provide at least 30 calendar day's advanced notice of the need for the leave, if the need for the leave is foreseeable. If such advance notice is not practicable, the employee shall provide as much advance notice as possible. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. This employee shall have no appeal rights with respect to this decision.
- 9.6 The City shall comply with the California Pregnancy Disability Leave, the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993 in all respects. Such leaves shall be implemented pursuant to Sections 10.10 and 10.11 of the City's Personnel Rules and Regulations.

## **SECTION 10 - TIME OFF FOR VOTING**

- 10.1 The City shall provide employees with time off for voting.
- 10.2 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of supervisor, use working hours which, when added to the voting hours available outside of working hours, shall enable the employee to vote.
- 10.3 The supervisor may not authorize an employee to use more than two (2) hours away from work with pay for voting.
- 10.4 The authorized time for voting shall be at the beginning or end of work period only, whichever allows the employee the most time for voting and the least time away from work.
- 10.5 If the employee knows or has reason to believe that time off for voting shall be necessary on election day, the employee must notify his/her supervisor of that fact at least two (2) days in advance.

## **SECTION 11 – LUNCH PERIOD**

- 11.1 An uninterrupted lunch period of thirty (30) minutes or one (1) hour shall be afforded to each employee, based upon the employee's approved work shift.
- 11.2 The lunch period may not be combined with the rest periods to compensate for a late arrival or early departure from work, unless pre-approved by the employee's immediate supervisor.

## **ARTICLE V LAYOFF**

### **SECTION 1 – PREREQUISITE FOR LAYOFF**

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the following shall be the prerequisite to such a layoff.
- 1.2 Management shall meet and confer with the representative of KCCEA on alternative courses of action to avoid such layoff.
- 1.3 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall have been released from the class first.
- 1.4 Employees in the class have been given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.

- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice shall be provided to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

## **SECTION 2 – ORDER OF LAYOFF**

- 2.1 Employees who have two (2) or more below standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first; any subsequent layoff shall proceed to the next, least senior employee.
- 2.3 Where the total and continuous employment of two (2) employees is of the same length, the seniority shall be decided by drawing lots.

## **SECTION 3 – VOLUNTARY DEMOTION**

- 3.1 An employee affected by a Reduction In Force (RIF) may choose voluntary demotion to avoid layoff.
- 3.2 Such voluntary demotion may be to a lower or equal class of previous standing, or to a lower or equal class in the same occupational grouping.
- 3.3 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.
- 3.4 In no event can an employee displace someone with more seniority except as permitted by Section 2.1 of this Article.

## **SECTION 4 – RECALL**

- 4.1 Employees who laterally transfer, take a voluntary demotion or are affected by a Reduction In Force pursuant to the provisions of this Article, shall have their names placed on a recall list for the classification of original standing.
- 4.2 Such a list shall be in inverse order of layoff, lateral transfer or demotion.
- 4.3 The recall list shall be maintained by the City Manager and shall be used when any vacancy for that class is to be filled.
- 4.4 The list shall be maintained until all names have been offered an opportunity for recall of at the end of three (3) years, whichever occurs first.

- 4.5 The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he/she shall be appointed within sixty (60) days.
- 4.6 The employee recalled shall be required to take a medical examination to ensure that the employee is capable of performing the duties of the class.
- 4.7 The employee recalled shall be required to meet the minimum standards of the class.

**ARTICLE VI**  
**NON-DISCRIMINATION**

The City shall not discriminate in the treatment of an employee on the basis of race, color, religion, gender, ancestry, political party or activity, national origin, sexual orientation, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, Association activity or Association membership.

**ARTICLE VII**  
**HEALTH AND SAFETY**

**SECTION 1 – SAFETY RESPONSIBILITIES**

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Employees shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, City safety order, or safety rules and regulations.
- 1.3 Employees shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.4 The City shall not require nor permit any employee to enter any employment or job site which is not reasonably safe and healthful.
- 1.5 The City shall not discipline any employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, or if such violation would create a real hazard to the individual employee.

**ARTICLE VIII**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 - JUST CAUSE**

- 1.1 Except with respect to those employees in management positions, as set forth in the previously adopted personnel rules, a KCCEA employee may be suspended without pay, demoted or discharged for just cause.

- 1.2 Discipline may be achieved through a permanent or temporary decrease in a step without any loss of work by the employee.
- 1.3 A step decrease shall not affect the employee's merit date.
- 1.4 Except for those employees in management positions, employees, other than probationary, shall have the right of appeal pursuant to Article X of this MOU.

## **SECTION 2 - REPRESENTATION**

- 2.1 Employees may be represented by a KCCEA representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings. Nothing in this section is intended to grant any pre-termination protections or other property rights to employees who are deemed "at will" employees under the City's Personnel Rules or under applicable law.
- 2.2 Notwithstanding references in this Article, the Public Safety Officers Procedural Bill of Rights (California Government Code Sections 3300-3311) shall apply to any/all Public Safety employees represented by this MOU.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **SECTION 1 - GRIEVANCE DEFINED**

- 1.1 Grievance shall be defined as a complaint by an employee that there has been a violation of this Memorandum of Understanding.
- 1.2 The employee, or employees bringing such a claim, shall state in writing, the manner in which the violation affects their wages, hours, working conditions, or job security as specified in this MOU.

### **SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE**

- 2.1 An employee filing such a grievance, and/or the employee's designated representative, shall first informally discuss the matter with the employee's immediate supervisor within ten (10) working days from the incident or decision generating the grievance.
- 2.2 If, after discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or employee's representative shall have the right to discuss the complaint with the supervisor's immediate superior.
- 2.3 If, after such a discussion the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance pursuant to Article 3 of this Article.

### **SECTION 3 - FORMAL GRIEVANCE PROCEDURE**

- 3.1 A formal grievance process shall be used to resolve an employee's complaint not satisfactorily resolved through Section 2 of this Article.
- 3.2 An employee shall have the right to present a formal grievance, in writing, within five (5) working days after an unsuccessful resolution of the informal grievance with the immediate supervisor. Should the immediate supervisor be the City Manager, the grievance shall commence in accordance with Section 3.6 of this article.
- 3.3 All formal grievances shall state in writing the violation of this MOU and the manner in which it affects the employee's wages, hours, working conditions or job security.
- 3.4 The formal grievance shall be presented to the employee's immediate supervisor, who shall discuss the grievance with the employee and/or the employee's designated representative, within five (5) working days after receipt of the formal grievance.
- 3.5 Within ten (10) working days of this discussion, the immediate supervisor shall render a written decision regarding its merits.
- 3.6 If the supervisor's decision does not satisfactorily resolve the complaint, the employee and/or employee's designated representative may present the formal grievance to the City's designated Employee Relations Officer within ten (10) working days of receipt of the supervisor's decision.
- 3.7 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article if the employee does not seek further review of the grievance within ten (10) working days after the receipt of the decision of the supervisor.
- 3.8 Failure of the supervisor to render a written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.
- 3.9 When the employee presents a formal grievance to the designated Employee Relations Officer, the Employee Relations Officer shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.10 Within ten (10) working days after receipt of the formal grievance, the Employee Relations Officer shall render a written decision regarding its merits.
- 3.11 If the decision of the Employee Relations Officer does not resolve the complaint, the employee and/or the employee's designated representative may present the formal grievance to the City Manager within ten (10) working days of receipt of the Employee Relations Officer's decision.
- 3.12 The grievance shall be considered resolved, and no further review of the subject matter of the grievance shall be permitted under this Article when the employee does not seek further review of the grievance within ten (10) working days after receipt of

the decision of the Employee Relations Officer.

- 3.13 When the employee presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.14 Within ten (10) working days after receipt of the grievance, the City Manager shall render a written decision regarding its merits.
- 3.15 The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative procedures.
- 3.16 Should the City Manager fail to render a written decision within ten (10) working days, the employee may consider the administrative procedures completed and file for redress of the grievance.

#### **SECTION 4 – NON-DEPARTMENTAL GRIEVANCES**

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated first at the department from which a complaint generates, and shall follow the procedures as detailed in Sections 2 and 3 of this Article.
- 4.2 When the grievance involves an action or decision of the Employee Relations Officer, the grievance shall be first informally discussed with the Employee Relations Officer.
- 4.3 If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 shall be initiated.

#### **SECTION 5 - REPRISALS**

- 5.1 The City shall not institute any reprisals against any employee or designated representative resulting from the use of the grievance procedure.
- 5.2 The City Manager may designate a third party to serve as the final reviewer for employee grievances.

### **ARTICLE X APPEAL PROCEDURES**

#### **SECTION 1 - REQUEST FOR DISCIPLINARY APPEAL HEARING**

- 1.1 Except for employees in management positions, a non-probationary employee, who believes he or she has been suspended, demoted or terminated without alleged just cause, shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee or the employee's representative or legal counsel requests a

disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the Employee Relations Officer within ten (10) working days after notice of final disciplinary action has been served upon the employee. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee

- 1.3 All disciplinary appeal hearings shall be conducted in private unless requested to be open to the public by the employee.
- 1.4 If the employee fails to request a disciplinary appeal hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary actions.

## **SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING**

- 2.1 The City shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's request by the Employee Relations Officer, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.

## **SECTION 3 - HEARING OFFICER**

- 3.1 The City Manager shall serve as the hearing officer for disciplinary appeal hearings.
- 3.2 The City Manager may authorize a designee to serve as the hearing officer for any disciplinary appeal hearing that does not involve termination.
- 3.3 The hearing officer shall be a neutral third party for appeals involving termination, selected as follows:
  - a. The hearing officer shall be selected by mutual agreement. If the parties cannot reach agreement within 7 days, then each party shall submit 5 proposed arbitrators and will then strike 9 of them. The first strike shall be determined by a coin toss.
  - b. The cost for the hearing officer shall be at the City's expense.

## **SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING**

- 4.1 The employee shall appear in person at the disciplinary appeal hearing, and may be represented by legal counsel or a representative of his/her choice.
- 4.2 The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

## **SECTION 5 – BURDEN OF PROOF AND EVIDENCE**

- 7.1 The City shall have the burden of proof at the disciplinary appeal hearing and shall

be required to prove the charges against the employee by a preponderance of the evidence.

#### **SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING**

- 6.1 The conduct of the disciplinary appeal hearing shall be under the control of the hearing officer with due regard for the rights and privileges of both parties.
- 6.2 During the examination of a witness, the hearing officer may exclude from the hearing any and all witnesses.
- 6.3 The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.
- 6.4 Disciplinary hearings shall be recorded.

#### **SECTION 7 – HEARING OFFICER’S DECISION**

- 7.1 Within thirty (30) calendar days after the disciplinary appeal hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law.
- 7.2 The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.
- 7.3 The hearing officer’s decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

### **ARTICLE XI** **CITY RIGHTS**

#### **SECTION 1 – EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY**

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City.
  - a. Determine issues of public policy;
  - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
  - c. Expand or diminish City services;
  - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City

services, including but not limited to the right to contract or outsource any work or operation;

- e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
  - f. Determine job classifications;
  - g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
  - h. Initiate disciplinary action;
  - i. Determine policies, procedures, and standards for selection, training and promotion of employees;
  - j. Establish employee standards including but not limited to quality and quality standards;
  - k. Maintain the efficiency of governmental operations;
  - l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
  - m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
  - n. Determine any and all necessary actions to carry out its mission in emergencies.
- 1.3 The exclusive decision making authority of the City and its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

## **ARTICLE XII** **MODIFICATION AND DURATION**

### **SECTION 1 - SEVERABILITY**

- 1.1 Notwithstanding any other provisions of this MOU, in the event that any Article, Section or Subsection of this MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City shall meet and confer on the affected Article, Section or Subsection.
- 1.2 In such event, all other Articles, Sections or Subsections of this MOU not affected shall continue in full force and effect.

## **SECTION 2 - DURATION**

2.1 This MOU shall be binding on the City and the KCCEA when approved and adopted by both parties.

## **ARTICLE XIII – INNOVATION IN DELIVERING SERVICES TO SMALL RURAL COMMUNITIES**

Recognizing that small cities in our region are still in a slowed economic recovery and that demand for services from the community is increasing, the Association and the City agree to work collaboratively towards identifying innovative opportunities that could potentially pool resources and staffing without compromising the integrity and/or erosion of bargaining unit work and quality public services to our community.

The parties understand and agree that Article XIII is permissive and not binding, and that both parties will in good faith remain agreeable to discuss/meet and confer about the following items:

- Opportunities where we can explore sharing services with a neighboring city and/or county entity, for the purposes of preserving and improving quality public services;
- Identifying innovative ideas for reducing duplicate/redundant services that the Association members can provide within neighboring cities; and
- Creating opportunities for collaboration and dialogue between government agencies in our region, for shared services as a model for 21<sup>st</sup> century public services for small rural cities and counties.

Should an opportunity for shared services be agreed upon, the parties agree to jointly recommend to Council and/or Board of Supervisors the proposal, for the purposes of cost savings and increasing quality public services, without either party waiving its right to meet and confer on any matter that may impact wages, hours and working conditions, as provided under Meyers Miliias Brown Act. The parties further agree that absent mutual consent, proposals of shared services and savings shall not be imposed by the City.

## **ARTICLE XIV DEFINITION OF TERMS**

### **ACTING DUTY**

The temporary assignment of an employee to a higher paid classification to perform the major, essential duties of the classification.

### **ASSOCIATION**

The King City Confidential Employees Association.

**CITY**

The City of King City.

**CLASSIFICATION**

A position or positions that describe the duties, responsibilities and qualifications for that classification.

**DAY**

A calendar day of 24 hours.

**DEPARTMENT HEAD**

An individual assigned to any of the following classifications: City Manager, Chief of Police or any such management or supervisory position designated as the department head by the City Manager.

**EMPLOYEE**

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

**FULL-TIME**

The work period of an employee in the classified service in a classification authorized and budgeted by the City Council to work 40 hours in a designated work week.

**IMMEDIATE FAMILY**

Shall include an employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, the employee's spouse's children or any relative, including a foster child, living in the immediate household.

**LEAVE**

An authorized absence from work.

**MANAGEMENT**

An employee assigned to any of the following classifications: City Manager, Chief of Police or any position assigned supervisory or management duties and responsibilities by the City Manager.

**POSITION**

The duties and responsibilities assigned to an employee with a classification.

**PREVAILING RATE**

The basic pay rate within a pay range paid to an employee for the performance of the duties of a classification.

**SENIORITY**

A status acquired by an employee based on the employee's period of continuous service for the City.

**For the City**

\_\_\_\_\_  
Steven Adams, City Manager

\_\_\_\_\_  
Date

**For the Association**

\_\_\_\_\_  
Paul Hodges, Chief Building Official

\_\_\_\_\_  
Date

## **APPENDIX A**

Positions affected by this Memorandum of Understanding shall include:

ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF

CITY CLERK

POLICE CAPTAIN

FINANCE DIRECTOR

CHIEF BUILDING OFFICIAL



## Item 9(E)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** STEVEN ADAMS, CITY MANAGER  
**RE:** CONSIDERATION OF HAZARD MITIGATION PLAN

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#### **RECOMMENDATION:**

It is recommended the City Council adopt a Resolution approving the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

#### **BACKGROUND:**

A local mitigation plan establishes the broad local vision and guiding principles for reducing hazard risk and proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. The U.S. Congress passed the Disaster Mitigation Act in 2000, which invoked new and revitalized approaches to hazard mitigation planning. Section 322 of the Act emphasizes the need for state and local government entities to closely coordinate on hazard mitigation planning activities and requires development of a hazard mitigation plan in order to be eligible for any federal mitigation grant funds. Adoption of a hazard mitigation plan is required every five years and the current plan expired in 2012.

The Monterey County Office of Emergency Services hired AECOM to assist with the update of the MJHMP in 2013, which included all previous participating jurisdictions. Key objectives included:

- Integrating the anticipate effects of climate change and sea level rise into the Hazard Analysis and Vulnerability Analysis sections of the plan;
- Inclusion of agricultural emergency and drought Hazard Analysis and Vulnerability Analysis, along with recommended mitigation strategies for each;
- Enhancing the Mitigation Strategy section of the plan, including the development of more specific, achievable hazard mitigation and climate

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CONSIDERATION OF HAZARD MITIGATION PLAN  
FEBRUARY 23, 2016  
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adaptation actions for each participating jurisdiction that upon implementation can result in a measurable reduction in hazard risk;

- Improving the current Plan Maintenance section of the plan to establish a sustained, long-term process of increasing the resilience of all communities in Monterey County;
- Conducting widespread public outreach and stakeholder involvement during the plan update process in a way that supports successful implementation, integration, and maintenance of the plan for all participating jurisdictions; and
- Through the assistance of the National Oceanic and Atmospheric Administration (NOAA), leverage the data, tools and resources available through the Digital Coast.

**DISCUSSION:**

The tasks of updating the plan included the following:

- Planning Process, which included the re-establishment and expansion of the Planning Team for a series of countywide, multi-jurisdictional meetings to review and discuss proposed plan revisions and update, in addition to a series of individual jurisdiction meetings for each participating jurisdiction. This task also included the development and implementation of a Public Outreach Plan to generate public interest, solicit citizen input, and engage additional partners in the plan update process.
- Hazard Analysis and Risk Assessment, which included the collection and analysis of new critical data or information that became available since 2007 to support general updates to existing hazard and vulnerability analyses.
- Capability Assessment, which included a comprehensive review and update to existing capability assessments for each participating jurisdiction with current information.
- Mitigation Strategy, which included the evaluation, revision and update of the plan's mitigation strategy.
- Plan Maintenance Process, which included an evaluation and enhancement of the plan's method and schedule for monitoring, evaluating, and updating the plan based on FEMA best practices and feedback from the Planning Team.

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CONSIDERATION OF HAZARD MITIGATION PLAN  
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- Plan Adoption and Approval, which included the steps necessary to gain final acceptance of the plan update by the Planning Team, in addition to submitting the final plan update for review and approval by Cal OES and FEMA. This task also included the completion of local adoption procedures as required for each participating jurisdiction.

The document is too large to include in the Council agenda packet. Therefore, attached is the Executive Summary and the King City Appendix. The full plan is available in City Hall for review or copies can be provided upon request.

**COST ANALYSIS:**

There is no cost impact of the recommended action. There may be future costs associated with implementation of specific mitigation measures. However, no funding commitment to implement any measures is made by the City Council in approving the plan. Preparation of the plan was paid for by a grant received through the County. There may be costs associated with not approving the plan because it would require the City to prepare and adopt its own plan.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Adopt a Resolution approving the Monterey County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP);
2. Request staff to pursue changes in the plan prior to adoption of the Resolution, but this probably will not be feasible since the State and FEMA have already approved the plan;
3. Do not adopt the Resolution and pursue preparation of the City's own plan;
4. Provide other direction to staff.

**Exhibits:**

1. Monterey County Multi-Jurisdictional Hazard Mitigation Plan Executive Summary
2. Appendix M – King City

Prepared and Approved by: \_\_\_\_\_



Steven Adams, City Manager

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
APPROVING THE MONTEREY COUNTY MULTI-HAZARD MITIGATION PLAN**

**WHEREAS**, the City of King has historically experienced damage from natural and human-caused hazards such as drought, flooding, severe wind, transportation accidents, wildfire and winter storms. These hazards may continue to occur, possibly resulting in loss of property and life, economic hardship and threats to public health and safety; and

**WHEREAS**, the 2015 Monterey County Multi-Hazard Mitigation Plan (the Plan) has been developed after gathering information, reviewing data, and conducting research with the assistance of AECOM Corporation, and updated work by the City of King in association and cooperation with the County of Monterey and State of California Office of Emergency Services in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the Plan specifically addresses hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of King;

**WHEREAS**, the City of King is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

**WHEREAS**, the City of King has reviewed the Plan and affirms that the Plan will be updated no less than every 5 years.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King, as follows:

1. The Plan is hereby adopted as an official plan of the City of King; and
2. The Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period of five (5) years with the full support of this resolution.

This resolution was passed by the Mayor and Council this 23<sup>rd</sup> day of February by the following vote:

**AYES**, and in favor thereof, Councilmembers:

**NAYS**, Councilmembers:

**ABSENT**, Councilmembers:

**ABSTAIN**, Councilmembers:

**APPROVED:**

\_\_\_\_\_  
Robert Cullen, Mayor

**ATTEST:**

---

Steven Adams, City Clerk

**APPROVED AS TO FORM:**

---

Martin Koczanowicz, City Attorney

# Executive Summary

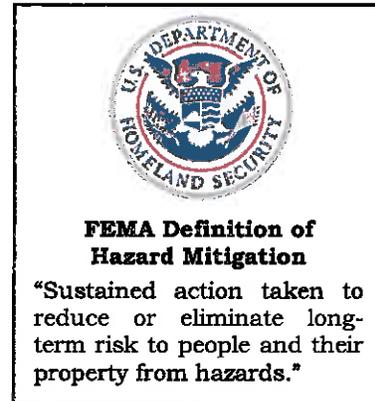
# Exhibit No. 1

## What is Hazard Mitigation?

Monterey County is potentially vulnerable to a wide range of natural and manmade hazards. These hazards can threaten the life and safety of residents and visitors, and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life.

While the threats from hazard events may never be fully eliminated, there is much we can do to lessen their potential impact on our communities. By minimizing the damaging impacts of hazards upon our built environment, we can prevent such events from resulting in disasters. ***The concept and practice of reducing risks to people and property from known hazards is called hazard mitigation.***

Hazard mitigation activities include a variety of different actions. Structural related measures include activities such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards, or in some cases, such as flood control, physically altering the natural course of the potential hazard itself to attempt to minimize the potential impact. Non-structural related measures include activities such as the adoption of sound land use or floodplain management policies and the implementation of public awareness programs.



## What is a Hazard Mitigation Plan?

One of the most effective means that a community can use to implement a comprehensive approach to hazard mitigation is to develop, adopt, and update as needed, a local hazard mitigation plan. ***A mitigation plan establishes the broad local vision and guiding principles for reducing hazard risk, and proposes specific mitigation actions to eliminate or reduce identified vulnerabilities.***

The Monterey County Multi-Jurisdictional Hazard Mitigation Plan is an effective approach to facilitate incorporation of hazard mitigation principles and practices into routine government activities and functions of the County and the 12 municipalities participating in this Plan.

### Disaster Mitigation Act of 2000

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act by invoking new and revitalized approaches to hazard mitigation planning. Section 322 of the Act emphasizes the need for state and local government entities to closely coordinate on hazard mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. ***Communities with an adopted and federally-approved hazard mitigation plan are eligible to receive certain types of mitigation funds before and after future disaster declarations, and, in some ways, are "pre-positioned" or "pre-qualified" for this funding.***

To implement the new Stafford Act provisions, the Federal Emergency Management Agency (FEMA) published requirements and procedures for local hazard mitigation plans in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201.6. These regulations specify minimum standards for developing, updating, and submitting local hazard mitigation plans for FEMA review and approval at least once every five years.

This Plan was prepared in coordination with FEMA and the California Office of Emergency Services (COES) to ensure that it meets all applicable federal and state requirements. This includes conformance with FEMA's latest *Local Mitigation Planning Handbook* (released March 2013) and *Local Mitigation Plan Review Guide* (released October 2011).

## **Purpose and Mission Statement**

The general purpose of this Monterey County Multi-Jurisdictional Hazard Mitigation Plan is:

- To protect life and property by reducing the potential for future damages and economic losses that result from known hazards;
- To qualify for additional grant funding, in both the pre-disaster and post-disaster environment;
- To speed recovery and redevelopment following future disaster events;
- To sustain and enhance existing governmental coordination throughout Monterey County and demonstrate a firm local commitment to hazard mitigation principles; and
- To comply with federal and state requirements for local hazard mitigation plans.

The following Mission Statement was created and agreed upon by the participants to represent the overall intended outcome of the Plan:

***Protect the public health, safety, quality of life, environment, and economy of Monterey County by reducing the long-term risk of damage and loss to known hazards through coordinated planning, partnerships, capacity building, and implementation of effective risk reduction measures.***

## **Scope and Authority**

The geographic scope (i.e., the "planning area") for the Plan includes all incorporated and unincorporated areas of Monterey County. This includes Monterey County and the City of Carmel-by-the-Sea, City of Del Rey Oaks, City of Gonzales, City of Greenfield, City of King City, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, and the City of Soledad.

The Plan addresses those hazards determined to be of primary or secondary concern to each jurisdiction, as documented in the risk assessment portion of this Plan. Other hazards that pose a low risk or are otherwise omitted from this Plan will continue to be evaluated during future plan updates, but they may not be fully addressed until they are determined to be of primary or secondary concern to Monterey County. Individual entities are still able to, and are encouraged to, continue to address and plan for those other hazards as may be appropriate within their jurisdictions.

***This Plan must be adopted by all participating jurisdictions in accordance with the authority and police powers granted to local governments under Article 11 of the California Constitution.***

This Plan was developed in accordance with current federal rules and regulations governing local hazard mitigation plans. The Plan shall be monitored and updated on a routine basis to maintain compliance with the following legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (Public Law 106-390) and by FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

## **Plan Overview**

The Plan is divided into nine (9) major sections, each of which is described briefly below. The Plan also includes numerous appendices for additional items not included in the main body of the Plan, including detailed vulnerability analyses, capability assessments, and mitigation action plans for all participating jurisdictions; copies of local adoption resolutions; public participation survey results; and a completed *Local Mitigation Plan Review Tool*.

### ***Planning Process***

Section 2 describes the planning process used to update the Plan and identifies the Planning Team members, the meetings held as part of the planning process, the consultants who supported the update, and key stakeholders within the county and surrounding region. In addition, this section documents public outreach activities and the review and incorporation of relevant plans, reports, and other appropriate information.

### ***Planning Area Profile***

Section 3 provides a general history and background of Monterey County and each participating community, including historical trends for population and the demographic and economic conditions that have shaped the area. Trends in land use and development are also discussed.

### ***Hazard Analysis***

Section 4 describes the process through which the Planning Team identified and compiled relevant data on all potential hazards that threaten the county. Information collected includes historical data on hazard events that have occurred in and around the county and how these events impacted the area and people. The descriptions of hazards that could affect the county are based on historical occurrences and best available data from agencies such as FEMA, the U.S. Geological Survey (USGS), the California Geologic Survey (CGS), and the National Weather Service (NWS). Detailed hazard profiles include information on the frequency, magnitude, location, and impact of each hazard as well as probabilities for future hazard events. Map figures are included to identify known hazard areas and locations of previous hazard occurrences.

### ***Vulnerability Analysis***

Section 5 identifies potentially vulnerable assets—people, residential dwelling units, critical facilities, infrastructure and lifelines, hazardous materials facilities, and nonresidential facilities—within the entire county. This data was compiled by assessing the potential impacts from each hazard using Geographic Information System (GIS) information. Also featured as part of the vulnerability analysis and overall risk assessment is the NOAA Digital Coast platform and associated data, tools, and resources. The resulting information identifies the full range of hazards

that the county could face and potential social impacts, damages, and economic losses that could arise.

### ***Capability Assessment***

Section 6 provides a comprehensive examination of each participating jurisdiction's capacity to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability, and political capability. The purpose of this assessment is to identify any existing gaps, weaknesses, or conflicts in programs or activities that may hinder mitigation efforts, and to identify those activities that should be built upon in establishing a successful and sustainable community hazard mitigation program.

### ***Mitigation Strategy***

Section 7 provides a blueprint for reducing the potential losses identified in the vulnerability analysis. For the countywide mitigation strategy, the Planning Team developed a list of mitigation goals and actions based upon the *Planning Area Profile*, *Hazard Analysis*, *Vulnerability Analysis*, and *Capability Assessment*. Based upon this background information and other criteria, the Planning Team reviewed and prioritized a comprehensive range of appropriate mitigation actions to address the risks facing the county. Such measures include local plans and regulations, structure and infrastructure projects, natural systems protection, education and awareness programs, and other activities.

### ***Plan Maintenance Procedures***

Section 8 describes the Planning Team's formal plan maintenance process to ensure that the Plan remains an active and applicable document. The process includes monitoring, evaluating, and updating the Plan; implementation through existing planning mechanisms; integration with other planning efforts; and continued public involvement.

# Section 1: Introduction

This section provides a general introduction to the Monterey County Multi-Jurisdictional Hazard Mitigation Plan. It consists of the following six subsections:

- 1.1 Background
- 1.2 Purpose and Mission Statement
- 1.3 Scope
- 1.4 Authority
- 1.5 Plan Outline
- 1.6 Summary of Plan Updates

## 1.1 Background

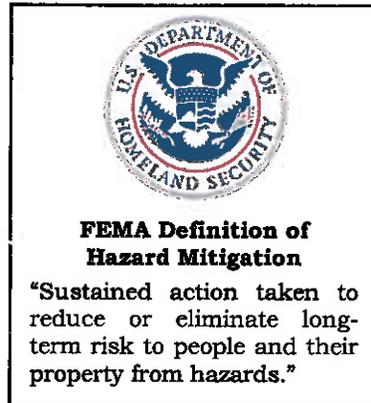
Natural hazards, such as floods, earthquakes, and wildland fires are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. In today's world we must also consider manmade hazards, such as technological accidents or deliberate acts of terrorism, as legitimate and significant threats to life, safety, and property.

Monterey County is potentially vulnerable to a wide range of hazards. These hazards can threaten the life and safety of residents and visitors, and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life.

While the threat from hazard events may never be fully eliminated, there is much we can do to lessen their potential impact upon our communities. By minimizing the damaging impacts of natural hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as *hazard mitigation*.

Hazard mitigation techniques include structural measures and non-structural measures. Structural measures include activities such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards, or in some cases, such as flood control, physically altering the natural course of the hazard itself. Non-structural measures include activities such as the adoption of sound land use or floodplain management policies and the creation of public awareness programs. It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. A comprehensive mitigation approach addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore it is essential that projected patterns of future development are evaluated and considered in terms of how that growth will increase or decrease a community's vulnerability to hazards over time.

One of the most effective means that a community can use to implement a comprehensive approach to hazard mitigation is to develop, adopt, and update as needed, a local *hazard mitigation plan*. A



mitigation plan establishes the broad local vision and guiding principles for reducing hazard risk, and further proposes specific mitigation actions to eliminate or reduce identified vulnerabilities.

The Monterey County Multi-Jurisdictional Hazard Mitigation Plan (hereinafter referred to as “MJHMP” or “Plan”) is an effective approach to facilitate incorporation of hazard mitigation principles and practices into routine government activities and functions of the County and 12 municipalities participating in this Plan. The Plan recommends specific actions that are designed to protect people and community assets from losses to those hazards that pose the greatest risk. These mitigation actions go beyond simply recommending structural solutions to reduce existing vulnerability, such as retrofitting buildings or strengthening infrastructure. Local policies on community growth and development, incentives for natural resource protection, and public awareness and outreach activities are examples of other actions considered to reduce Monterey County’s future vulnerability to identified hazards.

The Plan is designed to be a living document, with implementation and evaluation procedures included to help achieve meaningful objectives and successful outcomes over time.

### **Disaster Mitigation Act of 2000**

In an effort to reduce the nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act by invoking new and revitalized approaches to hazard mitigation planning. Section 322 of the Act emphasizes the need for state and local government entities to closely coordinate on hazard mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. Communities with an adopted and federally-approved hazard mitigation plan thereby become pre-positioned and more apt to receive available mitigation funds before and after the next declared disaster.

To implement the new Stafford Act provisions, the Federal Emergency Management Agency (FEMA) published requirements and procedures for local hazard mitigation plans in the Code of Federal Regulations (CFR) at Title 44, Chapter 1, Part 201.6. These regulations specify minimum standards for developing, updating, and submitting local hazard mitigation plans for FEMA review and approval at least once every five years.

This Plan was prepared in coordination with FEMA and the California Office of Emergency Services (Cal OES) to ensure that it meets all applicable federal and state requirements. This includes conformance with FEMA’s latest *Local Mitigation Planning Handbook* (released March 2013) and *Local Mitigation Plan Review Guide* (released October 2011). A *Local Mitigation Plan Review Tool*, found in Appendix A, provides a summary of FEMA and CalOES’s current minimum standards of acceptability and notes the location within the Plan where each planning requirement is met.

## **1.2 Purpose and Mission Statement**

The general purpose of the MJHMP is:

- To protect life and property by reducing the potential for future damages and economic losses that result from known hazards;
- To qualify for additional grant funding, in both the pre-disaster and post-disaster environment;

- To speed recovery and redevelopment following future disaster events;
- To sustain and enhance existing governmental coordination throughout Monterey County and demonstrate a firm local commitment to hazard mitigation principles; and
- To comply with federal and state requirements for local hazard mitigation plans.

A Monterey County Hazard Mitigation Planning Team was re-established to update the existing plan (details on this Planning Team can be found in Section 2: *Planning Process*). The following Mission Statement was created and agreed upon by the Planning Team to represent the overall intended outcome of the MJHMP:

***Protect the public health, safety, quality of life, environment, and economy of Monterey County by reducing the long-term risk of damage and loss to known hazards through coordinated planning, partnerships, capacity building, and implementation of effective risk reduction measures.***

### 1.3 Scope

The MJHMP will be updated and maintained to continually address those hazards determined to be of primary or secondary concern to each jurisdiction as documented in the risk assessment (see Section 5). Other hazards that pose a low risk or are otherwise omitted from this Plan will continue to be evaluated during future plan updates, but they may not be fully addressed until they are determined to be of primary or secondary concern to Monterey County. Individual entities are still able to, and encouraged to, continue to address and plan for those other hazards as may be appropriate within their jurisdictions.

The geographic scope (i.e., the “planning area”) for the Plan includes all incorporated and unincorporated areas of Monterey County. This includes Monterey County and all 12 of the following incorporated municipalities, hereinafter referred to as “participating jurisdictions.”

- City of Carmel-by-the-Sea
- City of Del Rey Oaks
- City of Gonzales
- City of Greenfield
- City of King City
- City of Marina
- City of Monterey
- City of Pacific Grove
- City of Salinas
- City of Sand City
- City of Seaside
- City of Soledad

### 1.4 Authority

This Plan has been adopted by all participating jurisdictions in accordance with the authority and police powers granted to local governments under Article 11 of the California Constitution. Copies of all local resolutions to adopt the Plan are included in Appendix B.

This Plan was developed in accordance with current federal rules and regulations governing local hazard mitigation plans. The Plan shall be monitored and updated on a routine basis to maintain compliance with the following legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (Public Law 106-390) and by FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

## 1.5 Plan Outline

The MJHMP is divided into 9 major sections, each of which is described briefly below. The Plan also includes numerous appendices for additional or supplemental items not included in the main body of the Plan, including detailed vulnerability analyses, capability assessments, and mitigation action plans for all participating jurisdictions, copies of local adoption resolutions, public participation survey results, and a completed *Local Mitigation Plan Review Tool*.

### ***Planning Process***

Section 2 describes the planning process used to update the Plan and identifies the Planning Team members, the meetings held as part of the planning process (documented as part of Appendix C), the AECOM consultants who supported the update, and key stakeholders within the county and surrounding region. In addition, this section documents public outreach activities (attached as Appendix D) and the review and incorporation of relevant plans, reports, and other appropriate information.

### ***Planning Area Profile***

Section 3 provides a general history and background of Monterey County and each participating community, including historical trends for population and the demographic and economic conditions that have shaped the area. Trends in land use and development are also discussed.

### ***Hazard Analysis***

Section 4 describes the process through which the Planning Team identified and compiled relevant data on all potential hazards that threaten the county. Information collected includes historical data on hazard events that have occurred in and around the county and how these events impacted the area and people.

The descriptions of hazards that could affect the county are based on historical occurrences and best available data from agencies such as FEMA, the U.S. Geological Survey (USGS), the California Geologic Survey (CGS), and the National Weather Service (NWS). Detailed hazard profiles include information on the frequency, magnitude, location, and impact of each hazard as well as probabilities for future hazard events. Map figures (attached as Appendix E) are included to identify known hazard areas and locations of previous hazard occurrences.

### ***Vulnerability Analysis***

Section 5 identifies potentially vulnerable assets—people, residential dwelling units, critical facilities, infrastructure and lifelines, hazardous materials facilities, and nonresidential facilities—within the entire county. These data were compiled by assessing the potential impacts from each hazard using Geographic Information System (GIS) information. Also featured as part of the vulnerability analysis and overall risk assessment is the NOAA Digital Coast platform and

associated data, tools, and resources. The resulting information identifies the full range of hazards that the county could face and potential social impacts, damages, and economic losses.

### ***Capability Assessment***

Section 6 provides a comprehensive examination of each participating jurisdiction's capacity to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability, and political capability. Information was obtained through the use of detailed survey questionnaires for local officials and an inventory and analysis of existing plans, ordinances, and relevant documents. The purpose of this assessment is to identify any existing gaps, weaknesses, or conflicts in programs or activities that may hinder mitigation efforts, and to identify those activities that should be built upon (such as participation in the National Flood Insurance Program and where relevant the Community Rating System) in establishing a successful and sustainable community hazard mitigation program. The *Planning Area Profile*, *Hazard Analysis*, *Vulnerability Analysis*, and *Capability Assessment* collectively serve as a basis for determining the goals for the MJHMP, each contributing to the development, adoption, and implementation of a meaningful *Mitigation Strategy* that is based on accurate background information.

### ***Mitigation Strategy***

Section 7 provides a blueprint for reducing the potential losses identified in the vulnerability analysis. For the countywide mitigation strategy, the Planning Team developed a list of mitigation goals and actions based upon the findings of the *Vulnerability Analysis*. Based upon these goals and other criteria, the Planning Team reviewed and prioritized a comprehensive range of appropriate mitigation actions to address the risks facing the county. Such measures include local plans and regulations, structure and infrastructure projects, natural systems protection, education and awareness programs, and other activities. Community-specific Mitigation Action Plans, including other locally specific information, are provided in Appendices H through U. For this version of the MJHMP, Special Districts (Appendix U) did not prepare individual mitigation actions.

### ***Plan Maintenance Procedures***

Section 8 describes the Planning Team's formal plan maintenance process to ensure that the MJHMP remains an active and applicable document. The process includes monitoring, evaluating, and updating the MJHMP; implementation through existing planning mechanisms; and continued public involvement.

### ***References***

Section 9 lists the reference materials used to prepare this MJHMP.

### ***Appendix A***

Appendix A provides the FEMA crosswalk, which documents compliance with 44 CFR.

### ***Appendix B***

Appendix B provides the adoption resolutions for Monterey County and each participating community.

### ***Appendix C***

Appendix C contains the Planning Team meeting agendas and meeting minutes. (Other meeting materials such as sign-in sheets, handouts, and presentation slides are available through Monterey County OES upon request.)

### **Appendix D**

Appendix D provides public outreach information, including the Public Outreach Strategy and Public Participation Survey.

### **Appendix E**

Appendix E includes the figures that identify known hazard areas and the locations of previous hazard occurrences.

### **Appendix F**

Appendix F contains local capability assessment surveys.

### **Appendix G**

Appendix G contains local safe growth audit surveys.

### **Appendices H through U**

Appendices H through T provide the vulnerability analyses, capability assessments, and mitigation action plans for the County of Monterey and each participating jurisdiction. Special Districts did not prepare mitigation actions for this version of the MJHMP.

## **1.5 Summary of Plan Updates**

### **2013–2014**

- Developed new *Introduction* section (Section 1) that combines content from Sections 1 and 2 of the initial Plan (*Official Record of Adoption and Plan Description*).
- Updated the *Planning Process* section (Section 2) with a complete summary description of the plan update process completed in 2013-2014.
- Developed new *Planning Area Profile* section (Section 3) based on content from Section 3 of the initial Plan (*Community Description*). The new section includes updates to all population and demographic information based on the latest data from the U.S. Census Bureau, as well as new information on employment and industry and community descriptions for each participating jurisdiction.
- Updated the *Hazard Analysis* section (Section 4) to include the results of the amended hazard identification and screening process and the addition of detailed profiles for newly identified hazards (agricultural emergencies and sea level rise). Updates also included revisions to existing hazard profiles as required to reflect new data or information deemed critical by the Planning Team. This primarily includes updated historical or anecdotal information for events that have occurred since 2007 and the incorporation of the potential or anticipated long-term effects of climate change on the frequency, intensity, duration, and impact of each identified hazard. Updates to this section also included the revision of existing text to better streamline and increase the consistency of plan content (for example, deleting information deemed extraneous for plan purposes).
- Updated the *Vulnerability Analysis* section (Section 5) to include more recent information, including the use of local parcel geometry and tax assessor data to replace the previously utilized Hazus data. Sections were also added for newly identified hazards (agricultural emergencies and sea level rise) and notations made for anticipated effects of climate

change. The maps contained in Appendix E were also updated as appropriate to reflect changes in data used.

- Created a new *Capability Assessment* section (Section 6) based on the findings of a series of surveys completed by local officials to determine planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability, and political capability.
- Updated the *Mitigation Strategy* section (Section 7) to include a new Mission Statement, a new set of countywide mitigation goals, and an updated explanation of mitigation techniques per the new *Local Mitigation Planning Handbook* (FEMA, 2013).
- Updated the *Plan Maintenance Procedures* section (Section 8).
- Updated the *References* section (Section 9).
- Updated all of the appendix sections (Appendices A-U) as appropriate, including updates to the jurisdiction-specific appendices (Appendices H-U).

## Section 2: Planning Process

This section provides an overview of the planning processes used to develop and update the Plan, including how it was prepared and who was involved. It also describes how the public was involved, and summarizes the review and incorporation of existing plans, studies, reports, and technical information. It consists of the following two subsections:

- 2.1 Overview of Initial Plan Development (2006-2007)
- 2.2 Summary of Plan Update Process (2013-2014)

### 2.1 Overview of Initial Plan Development (2006-2007)

The Monterey County Office of Emergency Services (OES) hired URS to assist with the initial development of this MJHMP in 2006. The first step in the planning process was to establish a Planning Team, which consisted of the County, the incorporated communities, and other interested local agencies. Kyle Oden of the Monterey County OES served as the primary point of contact for the County, the participating communities, and the public.

Once the Planning Team was formed, the following six-step planning process took place during the 10-month period from May 2006 to February 2007:

- **Organize resources:** The Planning Team identified resources, including County staff, agencies, and local community members, which could provide the technical expertise and historical information needed to develop the MJHMP.
- **Profile Hazards:** The Planning Team identified the hazards specific to Monterey County, and URS developed a hazard analysis for the nine identified hazards.
- **Assess Risks:** URS developed a vulnerability analysis for the County and each of the participating communities. The County and participating communities reviewed the vulnerability analysis results before and during the development of the mitigation strategy.
- **Assess capabilities:** Each member of the Planning Team reviewed the current administrative and technical, legal and regulatory, and fiscal capabilities to determine whether existing provisions and requirements adequately address relevant hazards in his/her respective community.
- **Develop a mitigation strategy:** The Planning Team developed a comprehensive range of potential mitigation goals and actions. Subsequently, each member of the Planning Team identified, evaluated, and prioritized the actions to be implemented in his/her respective community.
- **Monitor progress:** The Planning Team developed an implementation process to ensure the success of an ongoing program to minimize hazard impacts to Monterey County.

#### Formation of the Planning Team

The initial plan development process began in May 2006. Kyle Oden formed the advisory body, known as the Planning Team, using staff from relevant County agencies and each participating jurisdiction. The Planning Team members are listed in **Table 2-1**. The Planning Team meetings are described below.

**Table 2-1  
Monterey County MJHMP Planning Team Members (2006-2007)**

<b>Name</b>	<b>Jurisdiction</b>	<b>Agency/Department</b>
Kyle Oden	County of Monterey	Office of Emergency Services
Rob Johnson	County of Monterey	Water Resources Agency
Jim McNulty	County of Monterey	Public Works Department
Bruce Meyer	City of Carmel-by-the-Sea	Fire Department
Ron Langford	City of Del Rey Oaks	Police Department
Harold Wolgamott	City of Gonzales	Fire Department
John Alves	City of Greenfield	Public Works/Deputy City Mgr.
Michael Powers	City of King City	City Manager
Harald Kelley	City Marina	Fire Department
Sam Mazza	City of Monterey	Fire Department
David Brown	City of Pacific Grove	Fire Department
Phil Vanderhorst	City of Salinas	Fire Department
Michael Klein	City of Sand City	Police Department
Steve Negro	City of Soledad	Fire Department

**Planning Team Meetings**

May 10, 2006

During the kickoff meeting, URS discussed the objectives of DMA 2000, the hazard mitigation planning process, the public outreach process, and the steps involved in developing the MJHMP and achieving the goals of the County and the participating communities. The presentation included a review of GIS technology as a tool for identifying and mapping known hazards in Monterey County. Also discussed was the need for the Planning Team to network with other people in Monterey County, other agencies, and other professionals who might have specialized knowledge about the hazards that can affect Monterey County.

A hazard risk identification exercise was conducted to familiarize the Planning Team with the approach and concepts that would be used in the risk identification phase of the MJHMP development. The exercise identified the specific hazards that the Planning Team wanted to address in the MJHMP. Among the 21 potential hazards initially discussed (as shown in Section 5.2), nine hazards were determined to pose the greatest potential risk to Monterey County: coastal erosion, dam failure, earthquake, flood (including coastal storm), hazardous materials event, landslide, tsunami, wildland fire, and windstorm.

September 21, 2006

During the second meeting, URS presented the Planning Team with the draft hazard analysis and hazard maps. Also, each Planning Team member reviewed the asset information (critical facilities and infrastructure, population, and residential and nonresidential structures) that had been collected for his/her respective community.

December 7, 2006

During the third Planning Team meeting, each member reviewed the vulnerability analysis, including community-specific vulnerability analyses information. Next, the Planning Team reviewed and revised the mitigation goals and potential action items. After the Planning Team members reviewed the simplified Social, Technical, Administrative, Political, Legal, Economic, and Environmental (STAPLEE) evaluation criteria, the team members identified and prioritized the

mitigation action items to be included in the Countywide Mitigation Action Plan. Each member of the Planning Team took mitigation strategy handouts back to his/her community to review and develop a prioritized list of mitigation actions to be included in his/her community-specific Mitigation Action Plan.

### **Incorporation of Existing Plans and Other Relevant Information**

During the planning process, URS reviewed and incorporated information from existing plans, studies, reports, and technical reports into the MJHMP. A synopsis of the sources follows.

- *Monterey County General Plan, Draft October 2006:* The Land Use Element provides information on existing land use and future development trends. The Safety Element provides information for the initial hazard identification process and development of the mitigation strategy.
- *County of Monterey Municipal Codes:* These codes regulate development and land use; they were used to develop the capability assessment and the mitigation strategy.
- *California Coastal Commission's California Coastal Bluffs:* This study helps characterize the geotechnical and coastal processes that influence bluff erosion.
- *Monterey County Flood Management Plan:* This plan identifies Special Flood Hazard Areas as well as areas subject to flooding but not identified within the 100-year flood zone.
- *State of California Multi-Hazard Mitigation Plan:* This plan, prepared by the California Governor's Office of Emergency Services, was consulted to ensure that the MJHMP is consistent with the State hazard mitigation plan.

The following FEMA guides were also consulted for general information on the MJHMP process:

- *How-To Guide #1: Getting Started: Building Support for Mitigation Planning* (FEMA 2002c)
- *How-To Guide #2: Understanding Your Risks – Identifying Hazards and Estimating Loss Potential* (FEMA 2001)
- *How-To Guide #3: Developing the Mitigation Plan: Identifying Mitigation Actions and Implementing Strategies* (FEMA 2003a)
- *How-To Guide #4: Bringing the Plan to Life: Implementing the Hazard Mitigation Plan* (FEMA 2003b)
- A complete list of the sources consulted is provided in Section 9: *References*.

### **Public Involvement**

#### **Press Release Inviting Participation**

In early July 2006, shortly after the first Planning Team meeting, the County issued a press release regarding the preparation of the MJHMP. The press release was sent out in a mass email inviting local, state, and federal districts and agencies to participate in the planning process. The press release was emailed to over two dozen entities, including the North County Fire Protection District, Carmel Valley Fire District, Big Sur Volunteer Fire Brigade, Mid Coast Fire Brigade, Cachagua Fire Protection District, Salinas Rural Fire District, San Ardo Volunteer Fire District, Spreckels Volunteer Fire Company, California Department of Forestry Monterey office, Marina Coast Water District, Moss Landing Harbor District, Monterey Airport Fire District, Monterey Red Cross, Carmel Red Cross, Carmel Area Waste Water District, Monterey Regional Water Pollution Control Agency, Monterey Peninsula Water Management District, Pajaro/Sunny Mesa Community Services District,

Pebble Beach Community Services District, San Lucas Water District, Santa Cruz County Office of Emergency Services, and San Benito County Office of Emergency Services.

#### Downloadable Information on County OES Website

In January, the County OES placed nine hazard area maps created for the MJHMP on its website. Website users were able to download maps and provide feedback via email or phone.

#### Public Comment Draft Period

The County OES posted the Public Comment Draft MJHMP on its website from April 15–July 15, 2007. During this two-month period, website users could review the plan and provide feedback via email or phone.

## **2.2 Summary of Plan Update Process (2013-2014)**

The Monterey County OES hired AECOM to assist with the update of this MJHMP in 2013, which would include all previous participating jurisdictions, but also be expanded to include the City of Seaside which had previously developed its own single jurisdiction plan. Other stated key objectives of the plan update process included the following:

- Integrating the anticipated effects of climate change and sea level rise into the *Hazard Analysis* and *Vulnerability Analysis* sections of the plan;
- Inclusion of agricultural emergency and drought *Hazard Analysis* and *Vulnerability Analysis* along with recommended mitigation strategies for each;
- Enhancing the *Mitigation Strategy* section of the plan, including the development of more specific, achievable hazard mitigation and climate adaptation actions for each participating jurisdiction that upon implementation can result in a measurable reduction in hazard risk;
- Improving the current *Plan Maintenance* section of the plan to establish a sustained, long-term process of increasing the resilience of all communities in Monterey County;
- Conducting widespread public outreach and stakeholder involvement during the plan update process in a way that supports successful implementation, integration, and maintenance of the plan for all participating jurisdictions; and
- Through the assistance of the National Oceanic and Atmospheric Administration (NOAA), leverage the data, tools, and resources available through the Digital Coast.

Sherrie Collins, Emergency Services Manager for Monterey County OES, served as the primary point of contact for the plan update process. This process included the following key tasks, which took place from August 2013 through September 2014:

- **Planning Process:** Included the re-establishment and expansion of the Planning Team for a series of countywide, multi-jurisdictional meetings to review and discuss proposed plan revisions and updates, in addition to a series of individual jurisdiction meetings for each participating jurisdiction. This task also included the development and implementation of a Public Outreach Plan to generate public interest, solicit citizen input, and engage additional partners in the plan update process (Appendix D).
- **Hazard Analysis and Risk Assessment:** Included the collection and analysis of new critical data or information that became available since 2007 to support general updates to existing hazard and vulnerability analyses. This included an updated evaluation and screening of all

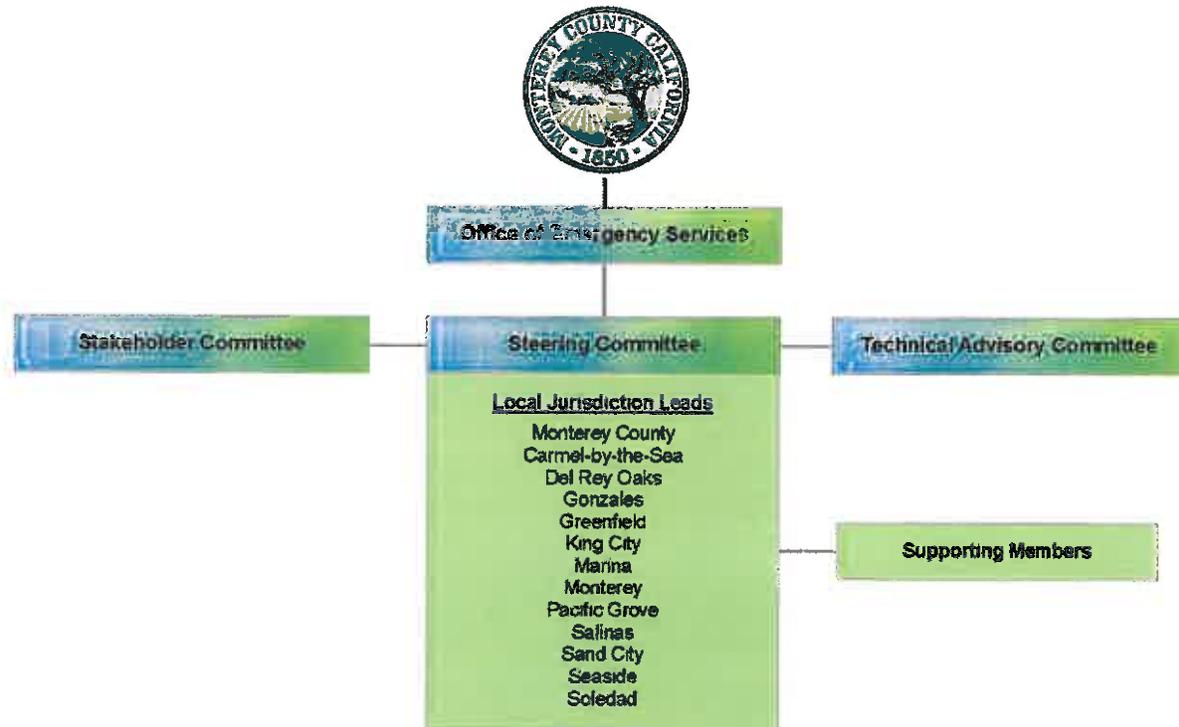
potential hazards in Monterey County, along with the profiling, mapping, and assessment of newly identified hazards such as sea level rise, drought, and agricultural emergencies. This task also included the incorporation of a new summary assessment of the potential or anticipated long-term effects of climate change on the frequency, intensity, duration, and impact of each identified hazard.

- **Capability Assessment:** Included a comprehensive review and update to existing capability assessments for each participating jurisdiction with current information. This included the completion of safe growth surveys with the local planning and community development staff of each participating jurisdiction to help better evaluate the extent to which each is positioned to grow safely relative to identified hazards (focused on local planning, zoning, and development regulations). This task also included the incorporation of new information that describes each jurisdiction's participation in the National Flood Insurance Program (NFIP), including but not limited to existing floodplain management activities, mapping updates, higher regulatory standards, and current policy statistics.
- **Mitigation Strategy:** Included the evaluation, revision, and update of the plan's mitigation strategy. This included a review of the existing mitigation goals and mitigation actions following the completion of updates to the hazard and vulnerability analyses and capability assessments, as well as a comprehensive review of new potential mitigation actions and projects. This task concluded with the prioritization of mitigation actions for each jurisdiction, including new actions in combination with those carried over from the initial plan.
- **Plan Maintenance Process:** Included an evaluation and enhancement of the plan's method and schedule for monitoring, evaluating, and updating the plan based on FEMA best practices and feedback from the Planning Team. This included updating the process for integrating and implementing the plan through existing planning mechanisms as well as the procedures for continued public involvement.
- **Plan Adoption and Approval:** Included the steps necessary to gain final acceptance of the plan update by the Planning Team, in addition to submitting the final plan update for review and approval by Cal OES and FEMA. This task also included the completion of local adoption procedures as required for each participating jurisdiction.

### **Formation of Planning Team**

An early step in the plan update process was to re-establish the Planning Team, and doing so in a way that would provide opportunities for broader involvement of identified stakeholders. Another key objective was to create an organization that could be sustained beyond the plan update process to facilitate continuous coordination throughout the entire life cycle of the MJHMP. In coordination with FEMA, NOAA, and AECOM, Monterey County developed an initial list of more than 60 people to invite to the plan update kickoff meeting on August 1, 2013. Based on the results of this effort and feedback from attendees who participated at the kickoff meeting, a large Planning Team was established in support of the plan update process. The organizational structure of the Planning Team included three operating committees including a Steering Committee, Technical Advisory Committee, and Stakeholder Committee as illustrated in **Figure 2-1**.

**Figure 2-1  
Planning Team Organization**



The specific roles and responsibilities of each Planning Team committee are described below, along with a listing of the Planning Team members assigned to each.

**Steering Committee**

The Steering Committee includes representatives from each participating jurisdiction, including one official representative referred to as the “Local Jurisdiction Lead,” along with other jurisdiction representatives who serve as “Supporting Members.” The Steering Committee is tasked with guiding the overall plan update process. Any final decisions or recommendations on the plan update will be made by the Steering Committee based on general consensus. If consensus cannot be reached or is in question, the matter will be put to a vote of Local Jurisdiction Leads (majority rules).

Local Jurisdiction Leads are required to attend all Planning Team meetings, provide guidance and leadership when called upon, and act as a primary point of contact for the jurisdiction they are representing. Each Local Jurisdiction Lead is responsible for coordinating with supporting members and other local staff from their jurisdiction at various points throughout the plan update process. This includes coordinating logistics for individual jurisdiction meetings with AECOM, assisting with data collection and information sharing in support of plan updates, assisting with public outreach and stakeholder engagement efforts, updating and developing community-specific mitigation action plans in coordination with other local staff, reviewing and commenting on draft plan materials, and coordinating local plan adoption procedures.

Supporting Members are required to provide support to Local Jurisdiction Leads as necessary. This includes providing assistance with data collection and information sharing in support of plan

updates, public outreach and stakeholder engagement efforts, updating and developing community-specific mitigation action plans, and reviewing and commenting on draft plan materials. Supporting Members are also encouraged to attend all Planning Team meetings. A Supporting Member may be tasked by a Steering Committee Lead to represent their jurisdiction at Planning Team Meetings in their absence, if necessary.

Jurisdictions that were unable to attend all planning team meetings maintained active involvement throughout the planning process via email, telephone discussions with the overall project lead, face-to-face meetings with the project consultant (AECOM), field tours, and through other planning team representatives to provide necessary data, input, and expertise.

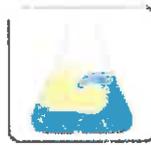
The Steering Committee Local Jurisdiction Leads are listed in **Table 2-2**, and Supporting Members are listed in **Table 2-3**.

**Table 2-2  
Monterey County MJHMP Steering Committee – Local Jurisdiction Leads**

<b>Name</b>	<b>Jurisdiction</b>	<b>Title/Department</b>
Sherrie Collins	Monterey County	Emergency Services Manager, Office of Emergency Services
Anna Quenga	Monterey County	Associate Planner, Resource Management Agency / Planning
Mike Calhoun	City of Carmel-by-the-Sea	Public Safety Director
Ron Langford	City of Del Rey Oaks	Chief of Police
Harold Wolgamott	City of Gonzales	Emergency Services Director
Mic Steinman	City of Greenfield	Community Development Director
Michael Powers	City of King City	City Manager
Harald Kelley	City of Marina	Fire Chief
David Potter	City of Monterey	Emergency Services Coordinator
Matt Feske/Ashley Hobson	City of Pacific Grove	Associate Planner
Phil Vanderhorst	City of Salinas	Captain, Fire Department
Vito Graziano	City of Sand City	Police Sergeant
Brian Dempsey	City of Seaside	Chief, Fire Department
John Owens	City of Soledad	Assistant Chief, CalFIRE / Soledad

**Table 2-3  
Monterey County MJHMP Steering Committee – Supporting Members  
(listed alphabetically by last name)**

<b>Name</b>	<b>Affiliation</b>
Nadia Amador	Monterey County Resource Management Agency / Planning Department (Associate Planner)
Mike Aspland	City of Monterey Police Department
Shawn Atkins	Monterey County Department of Public Works (Maintenance Manager)
Lew Bauman	Monterey County Chief Administrative Officer (CAO)
Janet Bombard	City of Carmel-by-the-Sea Library Director
Heidi Burch	City of Carmel-by-the-Sea Assistant City Administrator
Nick Chiulos	Monterey County Assistant Chief Administrative Officer
Kim Cole	City of Monterey Planning (Managing Principal Planner)
Jim Courtney	City of Monterey Fire Department (Assistant Chief)



# MBAS

## Monterey Bay Analytical Services

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ELAP Certification Number: 2385

Wednesday, February 03, 2016

City of King City  
Sal Morales  
212 S. Vanderhurst  
King City, CA 93930

Page 1 of 1

**Lab Number: AB41542**

Collection Date/Time: 1/26/2016 8:00

Sample Collector: MORALES S

Client Sample #:

Submittal Date/Time: 1/26/2016 13:35

Sample ID

Coliform Designation:

### Sample Description: Water Supply

Analyte	Method	Unit	Result	Qual	PQL	MCL	Date Analyzed	Analyst
Boron	EPA200.7	mg/L	0.13		0.05		2/3/2016	MW
Chloride	EPA300.0	mg/L	20		1	250	1/27/2016	HM
Sodium	EPA200.7	mg/L	31		0.5		2/3/2016	MW
Sulfate	EPA300.0	mg/L	69		1	250	1/27/2016	HM
Total Diss. Solids	SM2540C	mg/L	268		10	500	1/27/2016	HM

Sample Comments:

Report Approved by:

David Holland, Laboratory Director

**Table M-1  
City of King City Estimated Population and Building Inventory**

Population	Residential Buildings		Nonresidential Buildings	
2000 Census Population Count*	Total Building Count	Total Value of Buildings **- (x\$1000)	Total Building Count	Total Value of Buildings (x\$1000)
11,098	1,740	161,438	513	131,847

Source: Monterey County (residential and nonresidential buildings) and U.S. Census 2000 population data.

\* Population count using census blocks within the city limits.

\*\* Tax Assessor records.

\*\*\* Tax Assessor records.

**Table M-2  
City of King City Critical Facilities and Infrastructure**

Category	Facility	Address	Estimated Insured Structural Value / Value Per Mile (x\$1000)
Government	City Hall	212 South Vanderhurst Ave.	6,659
Emergency Response	Police Department	415 Bassett St.	1,652
	Fire Department	422 Bassett St.	708
	U.S. Forest Service	406 S Mildred Ave. King City, CA 93930	708
	California Highway Patrol	2 Broadway Circle King City, CA 93930	708
	Monterey County Sheriff South County Patrol Station	250 Franciscan Way King City, CA 93930	708
Lifeline Utilities	Power Plant	750 Metz Rd.	129,800
	Wastewater Treatment Plant	Located from aerial photography	78,588
Care	George L. Mee Memorial Hospital	300 Canal St.	4,130
	Clinica de Salud del Valle de Salinas	223 Bassett St.	4,130
	Clinica de Salud del Valle de Salinas	809 Broadway	4,130

**Table M-2**  
**City of King City Critical Facilities and Infrastructure**

Category	Facility	Address	Estimated Insured Structural Value / Value Per Mile (x\$1000)
Educational	Santa Lucia Elementary School	502 Collins St.	590
	Del Rey Elementary School	502 King St.	590
	San Lorenzo Middle School	415 Pearl St.	590
	King City High School	720 Broadway St.	590
	Candy Butler Continuation High School	760 Broadway St.	590
	Chalone Peaks Middle School	667 Meyer St King City, CA 93930	590
	King City Academy of the Arts Charter School		590
Airport	Mesa Del Rey Airport	250 Airport Rd.	6,431

Source: FEMA HAZUS-MH (estimated values) and Monterey County data

**Table M-3**  
**City of King City Potential Hazard Vulnerability Analysis – Population and Buildings**

Hazard Type	Methodology	Population		SoVI	Buildings			
		Number	Score		Residential		Nonresidential	
		Number	Score	Number	Value (\$) <sup>1</sup>	Number	Value (\$) <sup>1</sup>	
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Coastal Erosion	100-year erosion zone	N/A	N/A	N/A	N/A	N/A	N/A	
Dam Failure	Inundation area	3,067	N/A	638	92,464	9	10,251	
Earthquake	Extreme	0	N/A	0	0	0	0	
	High	0	N/A	0	0	0	0	
Flood	Moderate	11,098	N/A	2,128	370,213	84	153,042	
	100-year flood zone	721	N/A	139	20,361	4	3,462	
Hazardous Materials Event	1-mile buffer transport corridor	10,264	0.85	1,740	161,438	513	131,847	
	1-mile buffer fixed site	2,934	0.80	408	40,894	275	60,515	
Landslide	High	N/A	N/A	N/A	N/A	N/A	N/A	
	Moderate	N/A	N/A	N/A	N/A	N/A	N/A	
Sea Level Rise	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	
Tsunami	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	
Wildland Fire	Very high	0	N/A	0	0	0	0	
	High	8	0.44	0	0	0	0	
Windstorm	Moderate	9,545	0.79	1,465	135,757	282	88,088	
	Prevailing wind zone	11,098	N/A	2,128	370,213	84	153,042	

<sup>1</sup> Value = Building value based on Tax Assessor records (x1000)

Table M-4  
City of King City Potential Hazard Vulnerability Analysis - Critical Facilities

Hazard	Methodology	Government		Emergency Response		Lifeline Utilities		Care		Educational		Marine, Environmental, and Community		Total	
		No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>	No.	Value (\$) <sup>1</sup>
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Coastal Erosion	100-year erosion zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dam Failure	Inundation area	0	0	1	0	1	0	0	0	0	0	0	0	2	0
Earthquake	Extreme	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	High	0	0	5	19	2	5,241	4	0	5	0	0	0	16	5,260
	Moderate	1	6,659	0	0	0	0	0	0	0	0	0	0	1	6,659
Flood	100-year flood zone	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hazardous Materials Event	1-mile buffer transport corridor	1	6,659	5	19	2	5,241	4	0	5	0	0	0	17	11,919
	1-mile buffer fixed site	0	0	0	0	1	5,241	0	0	3	0	0	0	4	5,241
Landslide	High	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Moderate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sea Level Rise	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Wildland Fire	Very high	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	High	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Moderate	1	6,659	5	19	0	0	4	0	4	0	0	0	14	6,678
Windstorm	Prevailing wind zone	1	6,659	2	2,360	2	208,388	1	4,130	5	2,950	0	0	11	224,487

<sup>1</sup> Value = Value based on Tax Assessor records (x1000)

**Table M-5**  
**City of King City Potential Hazard Vulnerability Analysis - Critical Infrastructure**

Hazard	Miles	Highways		Railroads		Bridges		Airports	
		Value (\$) <sup>1</sup>	Miles	Miles	Value (\$) <sup>1</sup>	Number	Value (\$) <sup>1</sup>	Number	Value (\$) <sup>1</sup>
Agricultural Emergency	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Coastal Erosion	100-year erosion zone	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Dam Failure	Inundation area	1.2	10,876	0.1	75	6	7,181	0	0
Earthquake	Extreme	0.0	0	0.0	0	0	0	0	0
	High	0.0	0	0.0	0	0	0	0	0
Flood	Moderate	6.3	42,902	2.3	3,176	7	8,214	1	6,431
	100-year flood zone	0.3	2,612	0.1	126	4	4,864		
Hazardous Material Events	1-mile buffer transport corridor	3.6	TBD	2.9	TBD	5	TBD	1	TBD
	1-mile buffer fixed transport	0.0	0	1.4	TBD	0	0	1	TBD
Landslide	High	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Moderate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sea Level Rise	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Tsunami	Inundation area	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Wildland Fire	Very high	0.0	0	0.0	0	0	0	0	0
	High	0.3	TBD	0.0	0	0	0	0	0
Windstorm	Moderate	3.1	TBD	1.7	TBD	4	TBD	1	TBD
	Prevailing wind zone	6.3	42,902	2.3	3,176	7	8,214	1	6,431

<sup>1</sup>Value = Estimated value (x1000)

## **Agricultural Emergency**

There are 454.4 acres (0.710 square miles) of cropland in the City of King City that intersect with the 100-year floodplain.

## **Dam Failure**

Failure of the San Antonio, Nacimiento, and Salinas dams poses a risk to over a quarter of the city's population. Exposed within the inundation zones are 3,067 people, 638 residential buildings (worth \$92.5 million), 9 nonresidential buildings (worth \$10.6 million), and 2 critical facilities. 1.2 miles of highways and 0.2 miles of railroad tracks are located in this hazard area.

## **Earthquake**

No residents, buildings, or facilities are at risk to extreme or high shaking. However, all of King City is exposed to moderate shaking. As such, exposed within this hazard area are 11,098 people, 2,128 residential buildings (worth \$370.2 million), 84 nonresidential buildings (worth \$153.0 million), and 17 critical facilities (worth \$11.9 million). 6.3 miles of highway, 2.3 miles of railroad tracks, 7 bridges, and 1 airport are located in this hazard area.

## **Flood**

The San Lorenzo Creek's SFHA is located on the west and southwestern portion of the city limits. Exposed within this hazard area are 721 people, 139 residential buildings (worth \$20.4 million), 4 nonresidential buildings (worth \$3.5 million), and 0 critical facilities. Approximately 0.3 miles of highway and 0.1 miles of railroad tracks are located in the 100-year floodplain.

## **Hazardous Materials Event**

Within the 1-mile buffer around the transportation facilities, 92 percent of King City's population is exposed to a hazardous material transport event. This includes 10,264 people, 1,740 residential buildings (worth \$161.4 million), 513 nonresidential buildings (worth \$131.8 million), and 17 critical facilities (worth \$11.9 million). These figures are for the entirety of the transportation corridors and, therefore, overstate the exposure since a single HAZMAT event at a given point along these corridors is unlikely to affect all of the area within the 1-mile buffer.

Within the 1-mile buffer around the fixed HAZMAT sites, 2,934 people are exposed to a fixed-site hazardous materials event. This includes 408 residential buildings (worth \$40.9 million), 275 nonresidential buildings (worth \$60.5 million), and 4 critical facilities (worth \$5.2 million). These figures are for all of the fixed HAZMAT sites and, therefore, overstate the exposure since a single HAZMAT event at any one location is unlikely to affect all of the area within the jurisdiction.

## **Wildland Fire**

There are no very high or high wildland fire hazard areas located in King City. Therefore, exposed within the moderate wildland fire area are 9,545 people and 1,465 residential buildings (worth \$135.8 million), 282 nonresidential buildings (worth \$88.1 million), and 14 critical facilities (worth \$6.7 million).

## **Windstorm**

Windstorms created by prevailing northwest sustained surface winds are common throughout the central and southern Salinas Valley from March to October. As such, exposed within this hazard area are 11,098 people, 2,128 residential buildings (worth \$370.2 million), 84 nonresidential buildings (worth \$153.0 million), and 11 critical facilities (worth \$224.5 million). 6.3 miles of highway, 2.3 miles of railroad tracks, 7 bridges, and 1 airport are also located in this hazard area.

**Table M-6  
City of King City Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name	Effect on Hazard Mitigation
Plans	General Plan Safety Element	Establishes policies that will minimize the potential of human injury and property damage to natural hazards.
	Hazard Mitigation Plan	Presently covered under countywide multi-jurisdictional plan. Plan is currently being updated and is anticipated to be completed and re-adopted in late 2014.
	Stormwater Management Plan	
	Capital Improvements Plan	
	Subdivision Ordinance	
Programs	Site Plan Review Requirements	Checklists are in place for development applications.
	National Flood Insurance Program (NFIP)	Makes affordable flood insurance available to homeowners, business owners, and renters in participating communities. In exchange, those communities must adopt and enforce minimum floodplain management regulations to reduce the risk of damage from future floods.
Policies (Municipal Code)	Title 7 Peace, Safety and Morals	Requires the owner, agent or person in control of any lot, piece or parcel of land in the city, to remove there from and from the sidewalks in front thereof, all noxious weeds or vegetation or dry grass and all dead trees, tin cans, rubbish, refuse and waste matter of all kinds which may endanger or injure neighboring property or the health or welfare of the residents of the vicinity.
	Chapter 7.20 Weed Removal	
Policies (Municipal Code)	Title 8 Health and Sanitation	Provides a continuing source of current information concerning hazardous substances and chemicals being utilized in the city to protect the general health and safety of the public and to enable emergency personnel to respond safely and speedily to emergency situations which may arise. It also establishes a continuing program for the purpose of preventing contamination from, and improper storage of, hazardous substances stored underground.
	Chapter 8.34 Hazardous Materials Storage and Registration	

**Table M-6**  
**City of King City Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name	Effect on Hazard Mitigation
	Chapter 12.04 Construction Codes Adopted	Adopts and enforces the Uniform Building Code, 1997 Edition.
	Chapter 12.08 Fire Prevention Requirements	Prescribes regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion.
Title 12 Buildings and Construction	Chapter 12.16 Flood Damage Prevention	Identifies areas where terrain characteristics would present new developments and their users with potential hazards to life and property from potential inundation by a 100-year frequency flood or other known flood hazards. These standards are also intended to minimize the effects of development on drainage ways and watercourses.
	Chapter 12.20 Building Earthquake Safety	Promotes public safety and welfare by reducing the risk of death or injury that may result from the effects of earthquakes on buildings constructed prior to the adoption of local building codes requiring earthquake-resistant design and construction, which have unreinforced masonry bearing walls and other characteristics specified in Section 19161 of the Health and Safety Code which make them potentially hazardous to life in the event of an earthquake. It establishes a program for the identification of all such buildings in the city, for the determination of the severity and extent of such hazards in relation to their potential for causing death or injury in the event of an earthquake, and for the carrying out of measures to mitigate such hazards.
Chapter 17 Zoning	Chapter 17.36 Primary Floodplain District	The district is intended to be applied to properties which lie within a designated floodway, which for the purpose of this title shall be construed to be a stream, channel and such portions of the adjacent flood plain as are reasonably required to efficiently carry the flood of the stream; and on which properties special regulations are necessary for minimum protection of the public health, safety and of property and improvements from hazards and damage resulting from flood waters.

**Table M-6  
City of King City Legal and Regulatory Resources Available for Hazard Mitigation**

Regulatory Tool	Name	Effect on Hazard Mitigation
	Chapter 17.38 Secondary Floodplain District	This district is intended to be applied to properties which lie within that portion of the national floodway between the limits of the designated floodway and the limits of the flood plain, or where inundation may occur, but where depths and velocities will not cause appreciable damage and which properties require special regulations for the protection of such properties and their improvements from hazards and damage which may result from flood waters.

**Table M-7**  
**City of King City Administrative and Technical Resources for Hazard Mitigation**

<b>Staff/Personnel Resources</b>	<b>Department/Division Position</b>
Planner(s) or engineer(s) with knowledge of land development and land management practices	City contracts with Earthdesign, Inc., for land development and with Hanna & Brunetti for Engineering services
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	City contracts with Earthdesign, Inc., for land development and with Hanna & Brunetti for Engineering services
Planner(s) or engineer(s) with an understanding of manmade or natural hazards	City contracts with Earthdesign, Inc., for land development and with Hanna & Brunetti for Engineering services
Building inspector	City of King
Emergency manager	City Manager
Floodplain manager	City Manager
Land surveyors	Hanna & Brunetti
Resource development staff or grant writers	City contracts with Earthdesign, Inc., for land development and with Hanna & Brunetti for Engineering services
Staff with education or expertise to assess the community's vulnerability to hazards	Community Development
Personnel skilled in GIS and/or HAZUS-MH	City Engineer
Maintenance programs to reduce risk	Public Works
Mutual Aid Agreements	

**Table M-8**  
**City of King City Financial Resources for Hazard Mitigation**

Financial Resources	Effect on Hazard Mitigation
General funds	If funding is available, can be used for hazard mitigation activities including debt service for bonds.
Water/sewer fees	
Authority to levy taxes for specific purposes	Can be used for any hazard mitigation activity, but only eligible for use with voter approval.
Incur debt through general obligation bonds	Can be used for any hazard mitigation activity but only eligible for use with voter approval.
Incur debt through special tax and revenue bonds	Revenue Bonds can be issued through the City without voter approval, to raise funds for hazard mitigation activities.
Incur debt through private activity bonds	Can be used for any hazard mitigation activity but only eligible for use with voter approval.
FEMA HMGP and PDM grants	HMGP grant funding is available to local communities after a Presidentially-declared disaster. It can be used to fund both pre- and post-disaster mitigation plans and projects. PDM funding is available on an annual basis. This grant can only be used to fund pre-disaster mitigation plans and projects only.
United States Fire Administration (USFA) Grants	The purpose of these grants is to assist state, regional, national, or local organizations to address fire prevention and safety. The primary goal is to reach high-risk target groups including children, seniors, and firefighters.

**Problem Statements** are statements of particular interest with regard to primary hazards of concern, geographic areas of concern, or vulnerable community assets. These statements were primarily derived from local community site visits and discussion with local staff and officials from each community during Individual Jurisdiction Meetings, in combination with a review of the Safety Elements of local General Plans and GIS analysis using best available data in support of updates to the vulnerability analysis for each jurisdiction. They were developed to assist in the identification and analysis of potential hazard mitigation actions for the City of King.

- The City's biggest concern is major flooding, based on past experience, and this includes not only the Salinas River but also San Lorenzo Creek (large watershed that rapidly changes conditions during the winter months). Overall flood risk has only increased due to all the debris and vegetation in the Salinas River.
- Past flood damages have occurred to the mobile home park located at Villa Drive at Division Street, despite protective dikes being in place. Recovery and clean-up costs to the city's nearby golf course adjacent to San Lorenzo Creek have also been very high.
- The Highway 101 bridge connection traversing the Salinas River and providing ingress/egress to the city is considered the most vulnerable critical infrastructure element. Past flooding events have resulted in the scouring of soil around footings at the eastern-most abutment (closest to city limits). Boulders have been brought in to help mitigate this vulnerability but it is believed that a major flood event could cause bridge failure or closure, significantly impacting King City. Caltrans has been made aware of this problem.
- The city's wastewater treatment plant is considered at risk to major flood events along the Salinas River. Floodwaters during past events have reached to the top of protective berm which should be raised and strengthened to increase protection against future flood damages and service disruptions.
- San Lorenzo Park is located within the known special flood hazard area, and although maintained mostly as open space there are a number of cultural/museum structures that could be damaged during a major flood event.
- There is potential for serious wildland fire problems along the Salinas River bottom, particularly if combined with high winds as often experienced through the valley, which could send embers flying into the city and cause major fire hazards, particularly for those structures with shake roofs.
- Five URM structures remain in the city along Broadway Street, all of which are privately-owned and have been posted with warning placards.

**Table M-9  
City of King City Mitigation Action Plan Matrix**

Action Number	Description	Ranking / Prioritization	Administering Department	Potential Funding	Timeframe	Benefit-Costs	Status	Narrative Update/ Explanation
1	Identify hazard-prone critical facilities and infrastructure and carry out acquisition, relocation, and structural and nonstructural retrofitting measures as necessary.  Develop a sustained public outreach program that encourages consistent hazard mitigation content. For example, consider publishing tsunami inundation maps in telephone books, wildland fire defensible space tips with summer water bills, and the safe handling and disposal of hazardous waste and chemicals with garbage bills.	Priority / High	Community Development	HMGF and PDM Grants	Ongoing	This action will help ensure that the community/critical facilities can operate in some capacity before, during, and after the disaster.	Ongoing / Continuous	Part of Environmental Review of discretionary permits
2		Priority / High	Community Development	General Funds, HMGF, and PDM Grants	0-1 years	A mitigation outreach program will help build and support local capacity to enable the public to prepare for, respond to, and recover from disasters.	Deferred	Will be part of the General Plan update
3	Develop an unreinforced masonry grant program that helps correct earthquake-risk nonmasonry building problems, including chimney bracing and anchoring water heaters.	Priority / High	Community Development	General Funds, HMGF, and PDM Grants	0-3 years	This action will prevent future residential and nonresidential losses of unreinforced masonry buildings in the future. The retrofitting of unreinforced masonry buildings is a high priority for the State of California.	Ongoing / Continuous	This action is underway and will continue into the next five-year planning cycle

**Appendix M  
City of King City**

4	Explore mitigation opportunities for repetitively flooded properties, and if necessary, carry-out acquisition, relocation, elevation, and flood-proofing measures to protect these properties.	Priority / High	Water Resources	FMA Grants	Ongoing	The mitigation of repetitively flooded properties is a priority for FEMA grant programs.	Ongoing / Continuous	This action is underway and will continue to be evaluated into the next five-year planning cycle
5	Examine and mitigate critical infrastructure that has been identified as currently being too narrow to ensure the safe transportation of truck loads within Monterey County.	Priority / High	Community Development	General Funds	1-3 years	This effort will ensure that heavily used critical infrastructure will ensure the safe transportation of truck loads.	Ongoing / Continuous	Part of Environmental Review and Long Range Planning
6	Continue to conduct current fuel management programs and investigate and apply new and emerging fuel management techniques.	Priority / High	Fire District	General Funds and PDM Grant	Ongoing	The probability of future damage from wildland fires could be high if this mitigation action is not implemented.	Ongoing / Continuous	This action is underway and will continue to be evaluated into the next five-year planning cycle
7	Develop windstorm building requirements (e.g., fasteners for roof sheathing and singles) in high wind hazard areas.	Priority / High	Community Development	General Funds	0-1 year	This effort will ensure that future development is less vulnerable to this hazard.	Deferred	Will be part of General Plan Update
8	Include provisions for dust erosion control methods in building, grading, and land clearing permits.	Priority / High	Community Development	General Funds	0-1 year	Dust control erosion measures will reduce the effects of bad air quality and soil loss, thereby improving health and work conditions.	Ongoing / Continuous	Part of Environmental Review process

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11

14

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## Item 9(F)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** STEVEN ADAMS, CITY MANAGER

**RE:** CONSIDERATION OF CHANGE IN CITY REPRESENTATIVES TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) BOARD OF DIRECTORS

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#### **RECOMMENDATION:**

It is recommended the City Council the appoint Council Member LeBarre as the City's representative on the Transportation Agency for Monterey County (TAMC) Board of Directors and Council Member Hendrickson as the Alternate.

#### **BACKGROUND:**

The TAMC Board of Directors includes a representative from the twelve cities, the five County supervisors, and ex-officio members from six public agencies. As a result, the City Council appoints one member to the Board and one alternate.

#### **DISCUSSION:**

Council Member Hendrickson currently serves as the City's representative on the Board and Council Member LeBarre is the Alternate. Due to new work conflicts, they have requested to switch roles so Council Member LeBarre would be the Board Member and Council Member Hendrickson would be the Alternate.

#### **COST ANALYSIS:**

There is no cost impact from this item.

**CITY COUNCIL  
CONSIDERATION OF CHANGE IN CITY REPRESENTATIVES TO THE TAMC  
BOARD OF DIRECTORS  
FEBRUARY 23, 2016  
PAGE 2 of 2**

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

- 1) Approve the TAMC Board appointment changes;
- 2) Appoint another representative from the Council to the TAMC Board of Directors;
- 3) Do not approve changes to the TAMC Board appointments;
- 4) Provide other direction to staff.

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager



## Item 11(A)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016  
**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** STEVEN ADAMS, CITY MANAGER  
**RE:** CONSIDERATION OF DISTRICT ELECTIONS

---

#### **RECOMMENDATION:**

It is recommended the City Council provide direction on whether to move forward with changing the City's municipal elections from the current at-large system to elect Council seats by district.

#### **BACKGROUND:**

In mid-2014, the Council initiated the process of considering whether to change the voting system in the City from at-large to District elections. Some discussions on that issue took place, but faced with other more immediate and pressing issues (rebuilding of the Police Department, Police Chief recruitment and the financial shortfall), it was necessary to delay further consideration at that time..

In March 2015, the City Council and City Manager received a request from the League of United Latin American Citizens ("LULAC") and Tri-County Association of Latino Elected Officials ("TCALEO") to adopt district elections for the City of King City. They claim the current at-large voting system is discriminatory and a violation of the California Voting Rights Act of 2001 and the Federal Voting Rights Act of 1965. They site as their argument that minorities constitute over 90% of the population, but only hold one of the five City Council seats, and a minority individual has never served as Mayor. The letter indicated that they would seek judicial relief if no action was taken by the City Council. A copy of the original letter and a letter of support by SEIU Local 521 is included in Exhibit 1.

At the August 25, 2015 meeting, a demographic analysis and an overview of the California Voting Rights Act was presented to the City Council. A copy of the PowerPoint presentation is provided in Exhibit 2. At that time, the City Council

**CITY COUNCIL  
DISTRICT ELECTIONS  
FEBRUARY 23, 2016  
PAGE 2 of 5**

requested the item be scheduled again at the December 8th meeting for public input.

At the December 8, 2015 meeting, the City Council received public input on the proposal. At that time, staff was directed to schedule two public workshops at school sites in order to educate the public on the option of electing Council seats by districts. Staff was also directed to place the item on the February 23, 2016 agenda for the Council to make a decision. The public workshops are scheduled on February 18<sup>th</sup> and February 22<sup>nd</sup> at Chalone Peaks Middle School and King City Arts Magnet Schools, respectively. Press releases were distributed, it was announced on the City's website, flyers were distributed through the schools, and staff contacted a number of parties to request assistance in publicizing the meetings. A copy of the flyer is attached. Douglas Johnson, the demographer, has been contracted again to make presentations at the workshops and answer questions. A copy of his presentation is attached. Feedback from the workshops will be reported at the meeting.

**DISCUSSION:**

The following summary of the features of different municipal voting systems is text quoted from the National League of Cities:

*At-Large*

*All at-large members are elected to serve the same constituency, which is the population of the city as a whole. At-large election proponents favor having council members elected by the entire city because:*

- *Council members in an at-large system can be more impartial, rise above the limited perspective of a single district and concern themselves with the problems of the whole community.*
- *Vote trading between councilmembers is minimized.*
- *Better-qualified individuals are elected to the council because the candidate pool is larger.*

*However, at-large elections can weaken the representation of particular groups, especially if the group does not have a citywide base of operations or is an ethnic or racial group concentrated in a specific ward.*

*Nearly two-thirds (64 percent) of all municipalities use at-large elections in some way. At-large elections tend to be more popular in small cities and more affluent areas.*

**CITY COUNCIL  
DISTRICT ELECTIONS  
FEBRUARY 23, 2016  
PAGE 3 of 5**

**District**

*These elections select a single council member from a corresponding geographical section of the city, called a district or ward. District election proponents favor having council members elected to represent individual wards because:*

- District elections give all legitimate groups, especially those with a geographic base, a better chance of being represented on the city council, especially minority groups. Several court decisions have forced jurisdictions to switch from at-large elections to district elections, and in most cases the reason was to allow more representation by specific ethnic and racial groups (see: Springfield, IL, 1987 and Dallas, TX, 1990; see also amendments by the U.S. Congress to the Voting Rights Act, 1982).*
- District councilmembers are more sensitive to the small but important problems of their constituents, like waste disposal.*
- District elections may improve citizen participation because councilmembers who represent a specific district may be more responsive to their constituency.*

*However, councils elected by district elections may experience more infighting and be less likely to prioritize the good of the city over the good of their district. Only 14 percent of all municipalities use district elections. Cities with populations of 200,000 or more are more likely to use district elections.*

**Mixed-System**

*Twenty-one percent of municipalities combine these two methods by electing some council members at large and some from districts. An individual councilmember will either occupy a district or an at-large seat on the council. Mixed systems are most likely to be found in parts of the South and Central jurisdictions.*

**Breakdown of Types of City Council Elections by City Size (2001)\* (n = 649)**

	<b>Small</b> (25,000-69,999)	<b>Medium</b> (70,000-199,999)	<b>Large</b> (200,000 And Up)
<b>At-Large</b>	48.9%	43.7%	16.4%
<b>Mixed-System</b>	25.0%	25.4%	38.2%
<b>District</b>	26.1%	31.0%	45.5%

One form of mixed system that may be considered is to elect the Mayor at-large and four council members by district.

**Other Fair Representation Voting Systems**

There are generally three other types of Fair Representation Voting systems. Other Fair Representation Voting systems have had a long history in the United

**CITY COUNCIL  
DISTRICT ELECTIONS  
FEBRUARY 23, 2016  
PAGE 4 of 5**

States and are experiencing growing interest, although are still not widely used at this time.

- The first is Cumulative Voting Rights where voters have the same number of votes as there are seats to be elected, but voters can allocate one or more votes to the same candidate.
- Second, in Ranked Choice Voting, voters rank candidates in order of preference and candidates receive weighted vote counts based upon their rankings.
- Third, under the Single Vote system, voters have only one vote in elections for more than one seat or fewer votes than the number of vacant seats.

Based on the direction at the December 8, 2016 meeting, staff contacted the Monterey County Elections Office to determine if any of these systems are feasible. After researching these options, the Elections Office representative identified three issues that impact the City's ability to implement any of these alternatives at this time:

- They do not have approval at this time to conduct elections using any of these systems. Approval would be required from the State of California;
- They do not have the necessary equipment or software to implement any of these alternative systems; and
- If they were able to eventually obtain approval, equipment and software, it would still be cost prohibitive for the City because the County would need to essentially run a separate election for King City.

Process

To implement district elections, it will require the City to establish a map that divides the City into districts. This would require contracting with a demographer. The demographer will prepare alternative district maps for consideration based upon different factors. Normally, public workshops are held to obtain feedback on the alternative maps, which are then presented to the City Council for consideration and approval by resolution. The Monterey County Elections Office has indicated that they would need the map by early June in order to implement the district voting for the November 8, 2016 election.

Many charter cities specify election processes in their charter, which means that any change requires a public vote to amend the charter. However, King City's charter defers to State law on matters of elections. In the past, State law has also required cities to obtain a public vote for changes to election procedures. However, Government Code Section 34886 was recently put into law, which allows cities with population of less than 100,000 to skip the election and adopt district elections by Ordinance.

**CITY COUNCIL  
DISTRICT ELECTIONS  
FEBRUARY 23, 2016  
PAGE 5 of 5**

The new law does require the Ordinance to be adopted following three public hearings. Once adopted, the Ordinance takes effect 30 days later. When combined with hiring a demographic consultant, holding public workshops, and preparing and approving a district map, it is unlikely that the process can be implemented in time for the November 8, 2016 election. Therefore, it would be more feasible to approve the new process for the 2018 election, which would provide the time necessary to ensure the maps are prepared correctly.

**COST ANALYSIS:**

The Elections Office indicated that there would be minimal cost impact to the City for them to run an election by district versus an at-large election. To place the decision on the ballot would likely cost about \$15,000. It is estimated that the process of preparing the district map would cost in the range of \$20,000.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

- 1) Approve changing to district elections and direct staff to prepare the necessary Ordinance for adoption and take steps to contract with a consultant to assist in preparation of a district map;
- 2) Approve changing to district elections, but do so on a pilot basis for two elections, and then propose to evaluate the results at that time;
- 3) Direct staff to prepare an Ordinance for consideration to place the decision of whether to convert to district elections on the November 8, 2016 ballot and take no position regarding the measure;
- 4) Direct staff to prepare an Ordinance for consideration to place the decision of whether to convert to district elections on the November 8, 2016 ballot and to prepare a ballot argument for consideration by the City Council;
- 5) Do not make any changes to the election process; or
- 6) Provide staff other direction.

**Exhibits:**

- 1) March 26, 2015 Letter from the League of United Latin American Citizens and the Tri-County Association of Latino Elected Officials
- 2) National Demographics Corporation California Voting Rights Act Overview
- 3) Public Workshops Flyers
- 4) Public Workshop PowerPoint Presentation

Prepared and Approved by: \_\_\_\_\_

  
Steven Adams, City Manager



LEAGUE of UNITED LATIN  
AMERICAN CITIZENS

**TCALEO**

TRI-COUNTY ASSOCIATION OF LATINO ELECTED OFFICIALS  
MONTEREY - SAN JOSE - SAN DIEGO

March 26, 2015

Exhibit No.

City of King City  
Mayor Robert Cullen & King City Councilmembers  
City Manager Michael Powers  
211 South Vanderhurst Avenue  
King City, California 93930

**RE: King City At-Large Elections & The California Voting Rights Act of 2001**

Dear Mayor Cullen, King City Councilmembers, and City Manager Powers,

We are writing this on behalf of the King City's residents and voters, all of whom are members of a "protected" class of citizens, as defined in Section 14026 of California Elections Code. As you know, the King City's City Council currently conducts its elections via an at-large system. This electoral system, coupled with a lack of term limits and no campaign finance limits, is nothing short of an incumbent protection-voting scheme.

The continued imposition of this discriminatory at-large system of voting by the City of King City is an ongoing violation of the California Voting Rights Act of 2001 and the federal Voting Rights Act of 1965. The City's continuing violation of state and federal voting rights laws deprive King City's citizens of a voting system that allows meaningful participation in the democratic process.

The City of King City has an increasingly diverse population. According to the 2010 U.S. Census, 90.3 percent of local residents are minorities. Latino residents constitute 87.5 percent and other racial and ethnic minorities groups constitute another 2.8 percent of the population. However, only 1 of 5 councilmembers is a minority, and there has never been a minority selected to serve as Mayor in the entire history of the City. The current Mayor selection process is decided by a simple majority vote of the city councilmembers.

The California Voting Rights Act prohibits an at-large election system if it "impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election." (California Elections Code Section 14027). A violation of Section 14027 "is established if it is shown that racially polarized voting occurs in elections for members of the Board." (California Elections Code Section 14028(a).)

Both the California Voting Rights Act of 2001, and the federal Voting Rights Act of 1965, prohibits the use of any method of election that results in the denial or abridgement of the right to vote of citizens who are members of a protected class. The current at-large system of election employed by the City of King City as described above, does just that, and is illegal as a matter of state and federal law.

Given the on-going violation of citizen voting rights, we hereby request that the City of King City immediately replace the at-large system of elections with a system in which each councilmember is elected solely by the voters within geographically defined districts (i.e. traditional district elections), as defined in Section 14026 of California Elections Code. Properly designed, such a system would allow racial and ethnic minority citizens an adequate opportunity to elect candidates of their choice, or to impact the election of councilmembers in future city council elections. It would also allow opportunities for minorities to serve as Mayor.

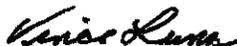
If the City of King City does not immediately adopt district elections, we will seek judicial relief on behalf of King City residents. In said action, a Court could impose district elections immediately, order new district maps to be drawn, and enjoin any attempts by the City of King City to perpetuate the current election scheme (California Elections Code Section 14029). In addition, pursuant to the California Voting Rights Act, a Court could order the City of King City to reimburse any and all attorney fees and costs (including expert fees) incurred in prosecuting this case.

We are demanding that you place this item on your City Council agenda within the next 45 days, and take the necessary steps to immediately adopt traditional district elections for the City of King City. Compliance with the State and Federal Voting Rights Act is not discretionary.

Sincerely,



**CARLOS RAMOS**  
Deputy State Director,  
California State LULAC



**VINCE LUNA**  
Director,  
LULAC District 12



**ANA VARGAS**  
President,  
King City LULAC  
Chapter



**TONY MADRIGAL**  
Executive Director,  
Tri-County Association of  
Latino Elected Officials



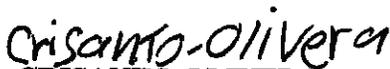
**CARLOS VICTORIA**  
Resident of King City



**VERONICA VILLA**  
Resident of King City



**RAMONA VILLAGRANA**  
Resident of King City



**CRISANTO OLIVERA**  
Resident of King City



**CELIA HERRERA**  
Resident of King City



**SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CTW-CLC**

**SAN JOSE H.Q.**

2302 Zanker Road  
San Jose, CA 95131

Phone: 408-678-3300  
Fax: 408-954-1538

**BAKERSFIELD**

1001 17th Street  
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Fresno, CA 93727

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Salinas, CA 93901

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Fax: 831-757-1863

**SAN CARLOS**

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San Carlos, CA 94070

Phone: 650-801-3500  
Fax: 650-595-1990

**SANTA CRUZ**

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Santa Cruz, CA 95060

Phone: 831-824-9255  
Fax: 831-459-0756

**VISALIA**

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Visalia, CA 93277

Phone: 559-635-3720  
Fax: 559-733-5006

[www.seiu521.org](http://www.seiu521.org)

EXHIBIT

May 12, 2015

King City Councilmembers  
212 So. Vanderhurst Avenue  
King City, CA 93930

Re: District Elections

Councilmembers,

Today the discussion within the King City community is about whether or not the City should elect its council in district elections and provide fairness in representation of the community. SEIU 521 represents public and private sector workers that are proud to live in King City, but in recent years, a concerning trend is emerging and that is the lack of representation of our community on the Council that is a true reflection of the population, and with that lack of representation has come the negative newspaper headlines that have defined King City as of late.

With 88% of the over 13 thousand residents being Latino, the Council of King City should be more representative of City residents, but sadly that is not the case. District elections can only strengthen King City's community activism and provide for representation of the people within the districts established. Low voter turnout has occurred in past elections and that is a reflection of the people not having a connection to the issues or the candidates.

SEIU 521 is supportive of Assemblyman Alejo and LULAC's call for district elections and we urge this Council to establish new voting districts that will be inclusive of all King City residents throughout the City and various community organizations. The support of the City Council, all City residents, and community leaders is crucial as we move forward and change the newspaper headlines and again make every resident proud to call King City home once again.

In Unity,

Deborah Narvaez  
Regional Director - SEIU Local 521  
Monterey, San Benito & Santa Cruz Counties

cc: King City Bargaining Team  
Matt Nathanson, Regional VP  
Assemblyman Luis Alejo



Exhibit No.

2



# King City California Voting Rights Act Overview

8/25/2015

Douglas Johnson, President



# Election Systems

1. "At Large"
2. "From District" or "Residence" Districts
3. "By District"
4. Alternative Systems (charter cities only)

The focus of this discussion, for reasons to be discussed, is on the "At Large" versus "By District" options.



# The Voting Rights Acts



# Federal Voting Rights Act

- Adopted in 1965
- Gingles v Thornburg* tests for a violation
  1. Can the protected class constitute the majority of a district?
  2. Does the protected class vote as a bloc?
  3. Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
  4. Do the “totality of circumstances” indicate race is a factor in elections?

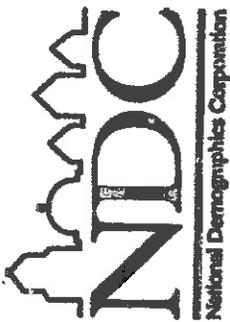


# The California Voting Rights Act

- Largely written by attorneys Joaquin Avila and Robert Rubin
- Signed into law by Gov. Gray Davis in 2002
  - Suspended until 2006 by initial ruling in the Modesto case
- 14027. An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election . . .
- 14028. (a) A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision . . .

# What does the CVRA Do?

- Makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems
  - Eliminates two of the US Supreme Court *Gingles* tests
  - 4. ~~Can the protected class constitute the majority of a district?~~
  - 2. Does the protected class vote as a bloc?
  - 3. Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
  - 4. ~~Do the “totality of circumstances” indicate race is a factor in elections?~~
  - Guilt is determined only by the presence of racially polarized voting
  
- While other systems may be defensible, only by-district elections provide a “safe harbor.”



# CVRA Practical Impact

- Key decisions:
  - Only Palmdale has gone to trial (the city lost)
  - Typical settlements:
    - Modesto: paid \$3 million
    - Madera Unified: plaintiff attorneys asked for \$1.8 million, received about \$170,000
    - Tulare Hospital: paid \$500,000
    - Anaheim paid \$1.2 million
    - Palmdale paid \$4.5 million plus interest
    - Merced: paid \$42,000

# CVRA-Driven Changes

- Changed or changing election systems (so far):
  - Over 119 school districts
  - 22 cities
  - 1 county
  - 3 County Boards of Education
  - 2 special districts

**Cities:**

1. Anaheim
2. Chula Vista
3. Compton
4. Escondido
5. Los Banos
6. Madera
7. Merced
8. Modesto
9. Palmdale
10. Sanger
11. Santa Barbara
12. Santa Clarita (cumulative voting)
13. Tulare
14. Turlock
15. Visalia
16. Whittier
17. Woodland

***In process (5):***

- Bellflower ; Buena Park, Ceres, Fullerton; Riverbank;

***In settlement talks (1):***

- Highland

***Deciding on a course of action (3):***

- Corona, Patterson, King City, others

- Evaluate demographics, election history, and ability to risk the financial cost of losing
  
- If moving to by-district elections:
  1. Develop and adopt Council Districts map
  2. Citywide vote on change in election system
  3. If approved, Council districts phase in as current Councilmember expire

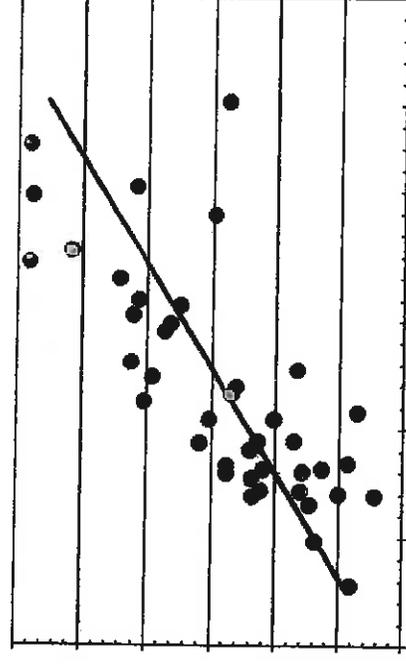
# Testing for Polarized Voting

- ❑ Homogeneous Precinct Analysis
  - ❑ Overwhelmingly-protected class and near-zero protected class precincts
- ❑ Surveys and Exit Polls
  - ❑ Useful but surveys are flawed and exit polls are expensive
- ❑ Ecological Regression
  - ❑ Statistical regression analysis comparing precinct by precinct election results relative to the percentage of each precinct comprised of each protected class



# Ecological Regression

- Originally intended to “fill in the blanks” between the homogeneous precincts
- Different mathematical methods can provide different results
- Results often are not scientifically significant or otherwise specific enough to give a clear answer
- Analysis relies on accuracy of often-imprecise data, and on assumptions about voting behavior that we know are almost always incorrect
- Lawsuits become expensive battles among competing expert witnesses



**The problem: King City only has two precincts.**



12

# Demographics & Elections

8/25/2015



# NDC Demographics

National Demographics Corporation

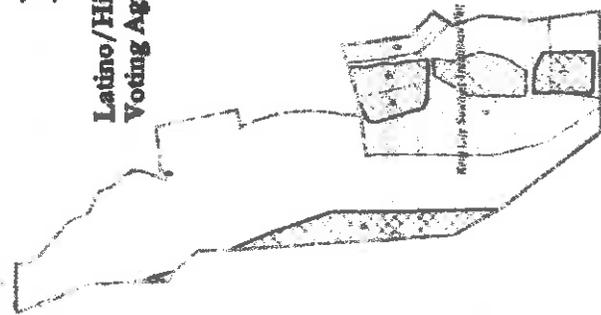
Race/Ethnic Profile	Count	Percent
Total Population	12,874	
Latino	11,266	88%
NH White	1,251	10%
Other	357	3%
Voting Age Population total	8,500	66%
VAP Latino	7,208	85%
VAP NH White	1,039	12%
VAP Other	253	3%
Citizen Voting Age Population total	3,612	42%
CVAP Latino	2,705	75%
CVAP NH White	759	21%
CVAP Other	149	4%
Nov. 2012 Registration	2,612	
Nov. 2012 Latino Reg	1,852	71%
Nov. 2012 total voters	1,660	64%
Nov. 2012 Latino voters	1,056	64%
Nov. 2014 Registration	2,740	
Nov. 2014 Latino Reg	2,017	74%
Nov. 2014 total voters	1,074	39%
Nov. 2014 Latino voters	803	75%

ACS Profile	Count	Percent
ACS Total Population	12,905	
Age 0 - 19	5,362	42%
Age 20 - 60	6,385	49%
Age 60+	1,158	9%
Immigrant	6,051	47%
Naturalized	1,332	22%
Not yet a citizen	4,719	78%
Age 5+	11,534	89%
Speaks English at home	1,917	17%
Speaks Spanish at home	9,480	82%
Speaks English only "well" or less	6,186	54%
Age 25+	6,444	
Age 25+, no HS degree	3,661	57%
Age 25+, HS degree (only)	2,454	38%
Age 25+, bachelor degree (only)	209	3%
Age 25+, graduate degree (only)	119	2%
Households	2,733	
HH Income \$0-25k	630	23%
HH Income \$25-50k	929	34%
HH Income \$50-75k	412	15%
HH Income \$75-200k	694	25%
HH Income \$200k+	67	2%
Rented	1,494	55%
Owned	1,239	45%
Single-Family	2,225	74%
Multi-Family	782	26%

Sources: 2010 Census, California Statewide Database, and the 2009-2013 American Community Survey.

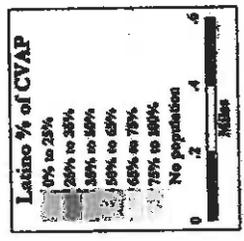
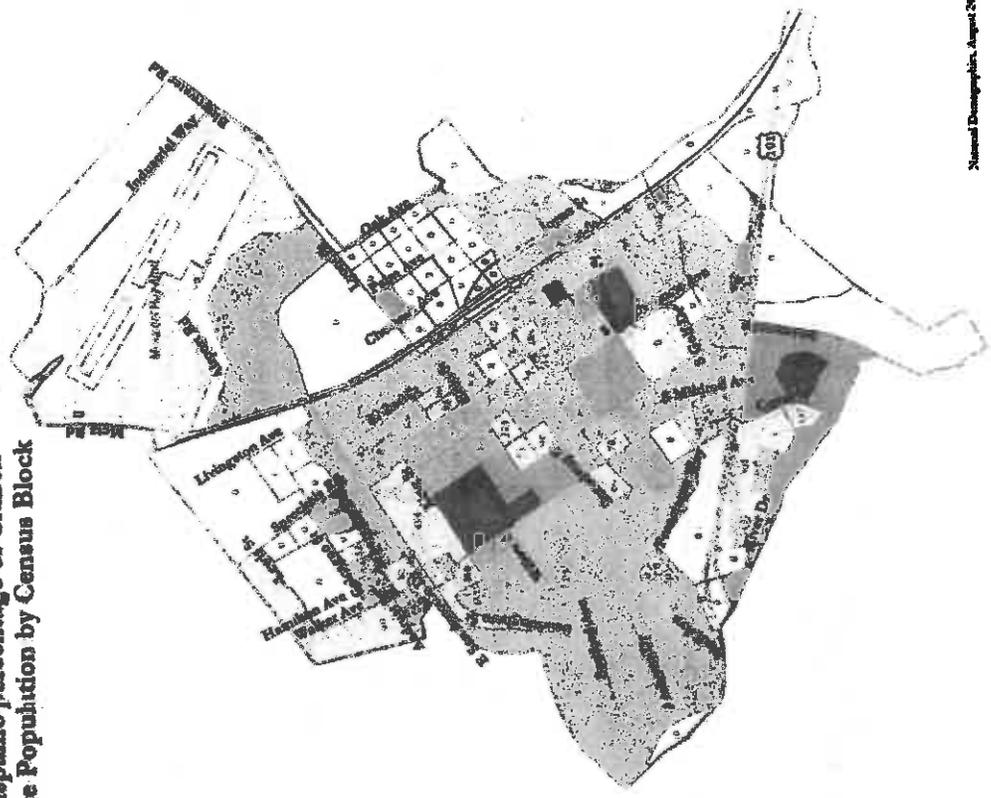
# Latino Citizen Voting Age Population

14



## King City

Latino/Hispanic percentage of Citizen Voting Age Population by Census Block



# Recent Election History

Year (Seats)	Latino Candidates	Latino Elected
2000 (3)	Robert Farnes Margarita Irma Lopez	Farnes & Lopez
2002 (2)	Ismael Andrade	None
2004 (3)	Margarita Irma Lopez	None
2006 (2)	Marcelino "Junior" Nuno Josephine "Josie" Campos	Nuno & Campos
2008 (3)	Christopher Lopez	none
2010 (2)	Carlos Victoria Marcelino Nuno (+ Mike LeBarre, Native Amer.)	Victoria
2012 (3)	Betha Hendrickson Irma Lopez Joe Gonzalez	Hendrickson
2014 (2)	Carlos Victoria Luis Tostado (+ Mike LeBarre, Native Amer.)	(LeBarre)



## King City in comparison

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- With a total population of 12,874, King City would be the 2<sup>nd</sup>-smallest city in California to elect by district
  - Only Bradbury, at 1,048, would be smaller
- Parlier, at 14,494, is the next-largest by-district city
  - Followed by Dinuba at 21,453
- There are, however, a number of school districts the size of King City or smaller that elect by-district

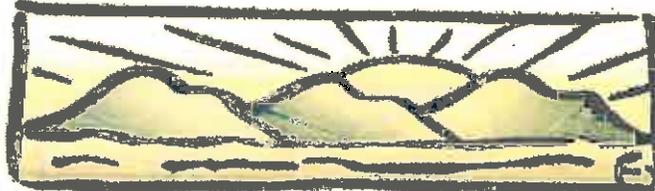


Exhibit No.

**KING CITY**  
CALIFORNIA

3

## **PUBLIC WORKSHOP**

The City of King will host two public workshops to present information and answer questions regarding consideration of a change from at-large elections to district elections.

The workshops will be held on:

**February 18th at Chalone Peaks Middle School,  
667 Meyer Street**

**And**

**February 22nd at the King City Arts Magnet School,  
415 Pearl Street.**

**Both workshops will begin at 6:00 p.m.**

**\*Please contact City Hall at 831-385-3281 if you have any questions**



**KING CITY**  
C A L I F O R N I A

## **Talleres Comunitarios**

La Ciudad tendra dos talleres públicos para presentar información y responder a las preguntas con respecto a la consideración de cambiar al systema de Distrito Electarar. Bajo un Distrito Electarar, la Ciudad se divide por limites del distrito, y el electorado votaría solamento por los candidatos en sus respectivo distrito.

**Los talleres se llevarán a cabo el  
18 de febrero en la Escuela Chalone Peaks, 667 Calle Meyer  
y  
el 22 de febrero en la escuela King City Arts Magnet School  
415 Pearl Street.**

**Los talleres comenzarán a 6:00 pm.**

**Para mas informacion por favor llame a 385-3281.**



1. “At Large”
2. “From District” or “Residence” Districts
3. “By District”
4. Alternative Systems

The focus of this discussion is on the “At Large” versus “By District” options.

## Common Characteristics: At Large

3

- ❑ Each voter casts a ballot for (or against) every Council Member
- ❑ Citywide focus in campaigns and Council deliberations
- ❑ One or more neighborhoods may be overrepresented on the Council
- ❑ Campaigns tend to be more expensive than By District elections
- ❑ Council focus tends to be on citywide issues

## Common Characteristics: By District

4

- Each voter casts a ballot only for (or against) their own district's representative
- Neighborhoods have more of a voice on the Council
- Candidates' campaign costs tend to be lower than in From District and At Large elections
- Citywide planning and concerns sometimes are supplanted in favor of neighborhood issues

## At-Large Mayor Option

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- The Mayor may be elected by the voters “at large,” or selected by the Council from among the elected Councilmembers.
- If elected by the voters “at large,” the City would be divided into 4 Council districts.
- If selected by the Council, the City would be divided into 5 Council districts.

# Districts by Population Group in CA

	# Cities	Mixed or By-District	Pct
250,000+	13	11	85%
150,000 - 250,000	21	6	29%
100,000 - 150,000	32	7	22%
50,000 - 100,000	105	17	16%
25,000 - 50,000	93	5	5%
<25,000	216	9	4%
<b>Total in Database</b>	<b>480</b>	<b>55</b>	<b>11%</b>

Exceptions: Stockton, Santa Ana (Oakland\*)

Chula Vista, San Bernardino, Modesto, Moreno Valley, Palmdale, Salinas

Pomona, Escondido, Pasadena, Visalia, Berkeley, Downey\*, Inglewood

Compton, Santa Barbara, Whittier, San Leandro, Buena Park, Merced, Hemet, Menifee, Turlock, Redondo Beach, Madera, Tulare, Woodland, Hanford, Highland, Colton, Watsonville

Ceres, Los Banos, Hollister, San Juan Capistrano, Wildomar

Sanger, Seal Beach, Riverbank, Dinuba, Patterson, Dixon, Partier, Dinuba, Bradbury

Another 7 cities are in the process of changing to by-district elections and 9 others have been threatened with lawsuits if they do not change.

## A Typical Change Process

1. Council declares decision to change election systems and adopts criteria to guide the drafting of maps
2. Optional: a round of “blank slate” community meetings before any maps are drawn
  - ▣ Most skip this step, since there is much more public attention once draft maps are drawn
3. Draft maps are drawn by consultant (and by residents, if they wish) and distributed
4. Optional: informal forums to discuss draft maps
5. At least 3 Council Hearings to discuss (and, likely, revise) the election system change and draft maps, then Council selection of a final map
6. Either Council adopts and ordinance changing the election system, or puts such an ordinance on the ballot



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# The Voting Rights Acts

February 18, 2016

# Federal Voting Rights Act

- Adopted in 1965
- ***Gingles v Thornburg*** tests for a violation
  1. Can the protected class constitute the majority of a district?
  2. Does the protected class vote as a bloc?
  3. Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
  4. Do the “totality of circumstances” indicate race is a factor in elections?

# The California Voting Rights Act

- Largely written by attorneys Joaquin Avila and Robert Rubin
- Signed into law by Gov. Gray Davis in 2002
  - ▣ Suspended until 2006 by initial ruling in the Modesto case

## Key Language:

- 14027. An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election . . .
- 4028. (a) A violation of Section 14027 is established if it is shown that racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision . . .

## What does the CVRA Do?

- Makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems
  - Eliminates two of the US Supreme Court *Gingles* tests
    1. ~~Can the protected class constitute the majority of a district?~~
    2. Does the protected class vote as a bloc?
    3. Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
    4. ~~Do the “totality of circumstances” indicate race is a factor in elections?~~
  - Guilt is determined only by the presence of racially polarized voting
  
- While other systems may be defensible, only by-district elections provide a “safe harbor.”

- Key decisions:
  - Only Palmdale has gone to trial 'on the merits' (the city lost)
  - Typical settlements:
    - Modesto: \$3 million
    - Madera Unified: plaintiff attorneys asked for \$1.8 million, received about \$170,000
    - Tulare Hospital: \$500,000
    - Anaheim: \$1.2 million
    - Palmdale: \$4.7 million
    - Santa Barbara: \$600,000
    - Whittier: over \$1 million
    - Merced: \$42,000
    - Bellflower: \$180,000
    - Escondido: \$585,000
- Changed election systems (so far):
  - 127 school districts
  - 22 cities
  - 1 county
  - 3 County Boards of Education
  - 4 special districts

## King City in comparison

13

- With a total population of 12,874, King City would be the 2<sup>nd</sup>-smallest city in California to elect by district
  - Only Bradbury, at 1,048, would be smaller
- Parlier, at 14,494, is the next-largest by-district city
  - Followed by Dixon at 18,351, Patterson at 20,413 and Dinuba at 21,453
- There are a number of school districts the size of King City or smaller that elect by-district

- Public Forum discussions:
  - February 18 and 23
  
- Council deliberations:
  - February 24
  
- (Possible) Change Options:
  - Council adopts ordinance, or
  - Public vote



## Item 11(B)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** STEVE ADAMS, CITY MANAGER

**BY:** ANDREA WASSON, RECREATION COORDINATOR

**RE:** CONSIDERATION OF "FUN"DS FOR FORDEN FUNDRAISING PLAN AND USE OF IMPACT FEES FOR PARK EXPANSION

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#### RECOMMENDATION:

It is recommended City Council: 1) approve by motion the Recreation Commission's proposed plan to begin fundraising efforts to install playground equipment at Forden Park; and 2) appropriate \$25,000 in park development impact fees to install access improvements to expand use of Forden Park and fund a portion of the overall project.

#### BACKGROUND:

Forden Park's playground equipment was removed over 15 years ago making it the only park located within the city limits that does not have playground equipment for the neighborhood to enjoy. The Recreation Commission would like to begin fundraising efforts through a variety of activities to raise money to install a playground at the park. This would include the selling of commemorative pickets and social events throughout the year.

The Recreation Commission is also requesting \$25,000 in development impact fees to install improvements to the park, such as a new walkway from the street to and around the playground to make the structure ADA accessible. Staff has also submitted a grant request to TAMC to supply three bike racks to Forden Park.

The project is the first phase of an overall master plan that has been prepared by the Recreation Commission. The City Council is only being requested to approve Phase I at this time.

**CITY COUNCIL  
FORDEN PARK IMPROVEMENTS  
FEBRUARY 23, 2016  
PAGE 4 OF 4**

**Exhibits:**

1. Forden Park Picket Order Form
2. Forden Park Picket Flier
3. Topographic Map of Forden Park

Submitted by: Andrea Wasson  
Andrea Wasson, Recreation Coordinator

Approved by: \_\_\_\_\_  
Steven Adams, City Manager

# "FUN"ds for FORDEN

## Commemorative Picket Order Form

Don't Sit on the Fence, Be the Fence.  
Be part of the "New" Forden Park Playground

Exhibit No. \_\_\_\_\_

### Picket Information

Commemorative pickets may be purchased in your name, in honor of a family, friend, club, business, or in memory of loved ones. Pickets will be permanently displayed at Forden Park. What a great way to leave a lasting legacy for those who are near and dear to you.

Yes! I want to sponsor a pick-et for \$100 or 3 for \$250

In the spaces below, please print clearly using capital letters only. There is space for up to 20 letters on each picket. Please count all letters, spaces, and punctuation marks. Order your picket today.

Personalization to read:

Picket 1																				
Picket 2																				
Picket 3																				

### Sponsor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Checks should be made payable to "Community Foundation for Monterey County" and mailed to: Funds for Forden • P.O. Box 213 • King City, CA 93930



# "FUN"ds for FORDEN

Exhibit No.

Our First Major Fundraiser

2

Don't sit on the fence, be the fence!  
Be part of the "New" Forden Park Playground

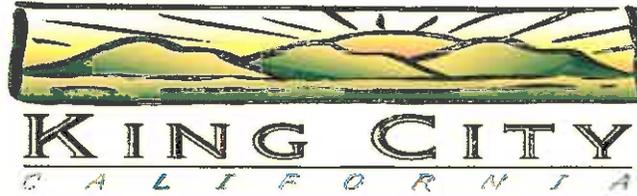


**\$100 each or 3 for \$250**

Commemorative Pickets for Forden Park.

For more information and to help, please call the  
King City Recreation Department 831-385-3281.





## Item 11(C)

### REPORT TO THE CITY COUNCIL

**DATE:** FEBRUARY 23, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** STEVEN ADAMS, CITY MANAGER

**RE:** CONSIDERATION OF REQUESTED CHANGE TO  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
(TAMC) REGIONAL DEVELOPMENT IMPACT FEES

---

#### **RECOMMENDATION:**

It is recommended the City Council: 1) adopt a Resolution approving staff's recommendation to request the Transportation Agency for Monterey County (TAMC) to reduce regional development impact fees for South Monterey County by removing local interchange projects from the program; 2) authorize the City representative to the TAMC Board of Directors to support the request when considered by the TAMC Board of Directors; and 3) direct staff and the City representative to the TAMC Board of Directors to continue to work with TAMC representatives to discuss ways in which to further reduce the regional development impact fee in the future.

#### **BACKGROUND:**

In 2004, TAMC released the Nexus Study for a Regional Development Impact Fee, which outlined a development fee program for Monterey County. After preparing an update to address concerns regarding regional fairness, the study and fee was approved by TAMC in 2008.

Impact fees are established in order to fund capital improvements necessary to mitigate the impacts of new development on infrastructure systems. Preparation of an engineering study is required in order identify necessary projects, future projected development, and then a calculation of fees based upon the amount each future project shall pay in order to fund the projects.

In order to address concerns regarding fees charged to developments in one area that would only benefit other areas of the County, the TAMC regional development impact fees were structured by zones. Four zones were

**CITY COUNCIL  
REQUESTED CHANGE TO TAMC REGIONAL DEVELOPMENT IMPACT  
FEES  
FEBRUARY 23, 2016  
PAGE 2 of 4**

established, which include North County, Salinas, Peninsula/South Coast, and South County. Developments in each zone pay a different fee calculated based upon projected development potential and listed projects from that zone.

The City has received a number of complaints regarding the amount of the fee and its impact on the feasibility of proposed development. As a result, staff has researched the fee, discussed options with TAMC staff representatives, and developed recommendations in coordination with staff from each of the other South County cities. A schedule of the current TAMC fees by use is provided in Exhibit 1.

**DISCUSSION:**

The fees charged for South County are the highest of the four zones. The list of projects included in the program for the South County zone include some portion of the cost for regional improvements, such as highway widening and frontage road projects, as well as local interchange projects. Each of the South County jurisdictions has local interchange projects costing in the range of \$20 to \$30 million per city. The local interchange projects were added at the request of the South County cities at the time the fee was established largely because there was a concern that the other projects provided little direct benefit to the South County communities.

However, since that time, attracting development to the South County area has remained challenging despite improvements in the overall economy and housing market. Fees can have a significant impact on project feasibility given the economics of new construction in this area. As a result, it is proposed to reduce the fees by eliminating the local interchange projects from the program. For King City, this would mean eliminating the US-101/First Street Interchange project from the regional development impact fee program.

A number of factors have been identified for consideration in requesting a modification to the fees at this time. First of all, while the remaining projects would not provide a significant direct benefit to the South County communities, continued participation in the regional development impact fee program does provide an important indirect benefit. Since Caltrans considers participation in the program as an adequate mitigation for the impact on the regional transportation system caused by new development projects, it effectively facilitates the approval of environmental review for any proposed new project without the need for other lengthy and costly studies and mitigation measures.

Second, due to the low level of development activity, little revenue is being generated by the program. It will take decades before sufficient revenue will be

**CITY COUNCIL  
REQUESTED CHANGE TO TAMC REGIONAL DEVELOPMENT IMPACT  
FEES  
FEBRUARY 23, 2016  
PAGE 3 of 4**

collected to complete one of the projects. Based on how the program is structured, even when funding does become available, each of the communities will have to compete in order for the funding to go to their project. Therefore, it could be many decades before funding is allocated to King City's project. By that time, costs for the project may escalate to the point that cost estimates are no longer valid. As a result, if any of the individual cities wants to continue to collect development impact fees for the interchange project in their community, they are better off collecting it through local development impact fees so they can maintain control and ensure that fees paid by developments in their community are dedicated to local mitigation projects.

Third, each of these interchange projects are extremely costly and the regional development impact program is only structured to pay a small portion of the project costs. In the case of King City, the program would only pay about \$5 million of the project that is estimated to cost at least \$30 million. Therefore, even if King City's First Street Interchange were selected to be the first project, it is highly unlikely the City would have the funds necessary to cover the remaining costs.

Lastly, the First Street Interchange is not currently facing capacity constraints. As a result, including the proposed project in the regional development impact fee program serves as a deterrent to development that is needed to expand the City's tax base, but does not provide any feasible means to fund the proposed improvements. The City would be better off to develop more cost effective alternative measures to address any impacts that future projects will have on the First Street Interchange. Therefore, if approved, it is recommended staff return to Council with an analysis of alternative project and/or funding strategies.

TAMC staff have indicated they would support the change if approved by each of the cities involved. They have also indicated that only small amounts have been collected from this area thus far. Therefore, it would not result in having to reprogram any meaningful amount of funds previously paid by developers. According to TAMC staff, the proposed change will reduce the fee in South County by approximately 50%.

The proposal has been coordinated jointly with the city managers of each of the South County cities. They have unanimously concurred with the recommendation and each agreed to present the recommendation to their respective city councils. The proposed change was also reviewed at the last monthly Mayors' meeting. It was agreed at that meeting to present the recommendation to each of the city councils for direction. Staff was also directed to consider the recommendation a first phase and to continue to pursue with TAMC in the future other ways to further reduce the fee.

**CITY COUNCIL  
REQUESTED CHANGE TO TAMC REGIONAL DEVELOPMENT IMPACT  
FEES  
FEBRUARY 23, 2016  
PAGE 4 of 4**

**COST ANALYSIS:**

There is no immediate cost impact on the City from the proposed action. As explained above, over the period of several decades, it could reduce funding available for the First Street Interchange by approximately \$5 million. However, staff projects that the overall impact of the proposed action will be a long-term increase in City revenues when combined with other economic development efforts.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

- 1) Approve staff's recommendation;
- 2) Fully eliminate the fee by requesting withdrawal from the program, but this requires 90 days notice, and then the fees are still collected for a four-year period;
- 3) Do not adopt the Resolution and maintain the program as is;
- 4) Provide other direction to staff.

Exhibits:

- 1) TAMC Regional Development Impact Fee Schedule

Prepared and Approved by:



\_\_\_\_\_  
Steven Adams, City Manager

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
REQUESTING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
TO REDUCE REGIONAL DEVELOPMENT IMPACT FEES  
FOR THE SOUTH MONTEREY COUNTY ZONE**

**WHEREAS**, the Transportation Agency for Monterey County (TAMC) established a regional development impact fee program in 2008 based upon a nexus study that was prepared; and

**WHEREAS**, the regional development impact fee program is structured to calculate fees by four zones based upon a list of projects; and

**WHEREAS**, the list of projects for the South County zone includes local interchange projects;

**WHEREAS**, issues regarding implementation of the local interchange projects include lack of revenues generated by the program, the need for cities within the zone to compete for the sequence of obtaining the funding for projects within their jurisdiction, and the need for local jurisdictions to generate other project funding required; and

**WHEREAS**, the local interchange projects have not been projected as necessary to address future deficiencies in the regional transportation system.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of King that the City of King hereby requests TAMC to amend its regional development impact fee program in order to reduce the regional development impact fees charged to the South County zone by removing all local interchange projects in the South County regional development impact fee project list.

This resolution was passed by the Mayor and Council this 23<sup>rd</sup> day of February by the following vote:

**AYES**, and in favor thereof, Councilmembers:

**NAYS**, Councilmembers:

**ABSENT**, Councilmembers:

**ABSTAIN**, Councilmembers:

**APPROVED:**

\_\_\_\_\_  
Robert Cullen, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Martin Koczanowicz, City Attorney

**Transportation Agency for Monterey County**  
**Regional Development Impact Fees**  
**Fee Schedule By Land Use - No South County Interchanges**

**Exhibit No.**

**DRAFT**

LAND USE DESIGNATION	ITE CODE	ITE TRIP RATES	NORTH COUNTY	GREATER SALINAS	PENINSULA / SOUTH COAST	SOUTH COUNTY
<b>Residential Average (dwelling unit)</b>						
Single-Family	210	9.57	\$4,291	\$2,948	\$1,939	\$2,149
Apartment	220	6.72	\$3,013	\$2,070	\$1,362	\$1,509
Condo/Townhome	230	5.86	\$2,628	\$1,805	\$1,187	\$1,316
Multi-Family / Secondary Unit	251	3.71	\$1,664	\$1,143	\$752	\$833
<b>Retail (Square Feet)</b>		<b>44.32</b>	<b>\$6.08</b>	<b>\$4.17</b>	<b>\$2.66</b>	<b>\$3.04</b>
Building Materials and Lumber Store	812	45.16	\$6.19	\$4.25	\$2.71	\$3.10
Free-Standing Discount Superstore	813	49.21	\$6.75	\$4.64	\$2.95	\$3.38
Specialty Retail Center	814	44.32	\$6.08	\$4.17	\$2.66	\$3.04
Free-Standing Discount Store	815	56.02	\$7.68	\$5.28	\$3.36	\$3.85
Hardware/Paint Store	816	51.29	\$7.03	\$4.83	\$3.08	\$3.52
Nursery (Garden Center)	817	36.08	\$4.95	\$3.40	\$2.16	\$2.48
Nursery (Wholesale)	818	39.00	\$5.35	\$3.67	\$2.34	\$2.68
Shopping Center	820	42.94	\$5.89	\$4.04	\$2.58	\$2.95
Factory Outlet Center	823	26.59	\$3.65	\$2.50	\$1.60	\$1.83
New Car Sales	841	33.34	\$4.57	\$3.14	\$2.00	\$2.29
Automobile Parts Sales	843	61.91	\$8.49	\$5.83	\$3.71	\$4.25
Tire Store	848	24.87	\$3.41	\$2.34	\$1.49	\$1.71
Tire Superstore	849	20.36	\$2.79	\$1.92	\$1.22	\$1.40
Supermarket	850	102.24	\$14.02	\$9.63	\$6.13	\$7.02
Discount Supermarket	854	96.82	\$13.27	\$9.12	\$5.81	\$6.65
Discount Club	861	41.80	\$5.73	\$3.94	\$2.51	\$2.87
Home Improvement Superstore	862	29.80	\$4.09	\$2.81	\$1.79	\$2.05
Electronics Superstore	863	45.04	\$6.18	\$4.24	\$2.70	\$3.09
Discount Home Furnishing Superstore	869	47.81	\$6.56	\$4.50	\$2.87	\$3.28
Apparel Store	870	66.40	\$9.10	\$6.25	\$3.98	\$4.56
Arts and Crafts Store	879	56.55	\$7.75	\$5.33	\$3.39	\$3.88
Pharmacy/Drugstore (no Drive-Thru)	880	90.06	\$12.35	\$8.48	\$5.40	\$6.18
Pharmacy/Drugstore (Drive-Thru)	881	88.16	\$12.09	\$8.30	\$5.29	\$6.05
Furniture Store	890	5.06	\$0.69	\$0.48	\$0.30	\$0.35
<b>Office (Square Feet)</b>		<b>11.01</b>	<b>\$4.96</b>	<b>\$3.41</b>	<b>\$2.24</b>	<b>\$2.49</b>
General Office	710	11.01	\$4.96	\$3.41	\$2.24	\$2.49
Government Office	730	27.92	\$12.58	\$8.65	\$5.67	\$6.30
Office Park	750	11.42	\$5.15	\$3.54	\$2.32	\$2.58
Medical-Dental Office	720	36.13	\$16.28	\$11.19	\$7.34	\$8.16
Business Park	770	12.76	\$5.75	\$3.95	\$2.59	\$2.88
<b>Industrial / Ag (Square Feet)</b>		<b>3.82</b>	<b>\$1.91</b>	<b>\$1.31</b>	<b>\$0.88</b>	<b>\$0.96</b>
Light Industrial	110	6.97	\$3.49	\$2.39	\$1.61	\$1.75
Heavy Industrial	120	1.50	\$0.75	\$0.52	\$0.35	\$0.38
Warehouse	150	4.96	\$2.48	\$1.70	\$1.15	\$1.24
Manufacturing	140	3.82	\$1.91	\$1.31	\$0.88	\$0.96
<b>Lodging (room)</b>						
Hotel	310	8.17	\$3,663	\$2,517	\$1,655	\$1,835
Motel	320	5.63	\$2,525	\$1,734	\$1,141	\$1,264
<b>Fee per Trip</b>			<b>\$448</b>	<b>\$308</b>	<b>\$203</b>	<b>\$225</b>