

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

TUESDAY, MARCH 22, 2016
6:00 P.M.

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 Dariene 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. Colonel Jan Norris, Presentation on Fort Hunter-Liggett**
- 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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 March 8, 2016 Council Meeting
Recommendation: approve and file.
- B. Consideration: Monthly Treasurer's Report – February 2016
Recommendation: receive and file.
- C. Consideration: Successor Agency Monthly Treasurer's Report – February 2016
Recommendation: receive and file.
- D. Consideration: City Check Register
Recommendation: receive and file.
- E. Consideration: Successor Agency Check Register
Recommendation: receive and file.
- F. Consideration: Agricultural Employee Housing in the First Street Corridor Zoning District
Recommendation: 1) adopt the Mitigated Negative Declaration; and 2) conduct the second reading and adopt the Ordinance by title only.
- G. Consideration of Agreement for Consultant Services to assist City in preparing Medical Marijuana Tax Measure
Recommendation: 1) approve and authorize the City Manager to execute a consultant services agreement with Hdl Companies in a form acceptable to the City Attorney in a not-to-exceed amount of \$18,750; and 2) appropriate \$20,000 for the services.
- H. Consideration: Resolution Affirming the City's Compliance with SB7
Recommendation: adopt a Resolution affirming the City's compliance with SB7.
- I. Consideration: Liquidation of Surplus City Vehicles and Equipment
Recommendation: direct the liquidation of surplus city owned vehicles and other obsolescent City equipment by auctioning the property to the highest bidder via a service entitled PROPERTYROOM.COM.
- J. Consideration: Acceptance of Public Improvements: A) Creekbridge Soccer Park; and B) Creekbridge Baseball Park
Recommendation: approve Resolution No. 2016-4504, accepting completion of the Creekbridge Soccer Park Improvements and the Creekbridge Baseball Park Improvements for public maintenance.

- K. Consideration: Memorandums of Understanding for Participation in 2015 Assistance to Firefighters Grant.

Recommendation: 1) approve and authorize the City Manager to execute Memorandums of Understanding (MOUs) with the cities of Monterey, Marina, and Seaside to participate in the 2015 Assistance to Firefighters grants for purchase of new radios; and 2) appropriate an amount not to exceed \$35,000 for matching funds.

10. PUBLIC HEARINGS

- A. Consideration of Amendments to the General Plan Elements: Housing Element Update (2015-2023), Land Use, Conservation/Open Space/Safety Elements Amendments and Related Environmental Document

Recommendation: 1) adopt, by Resolution, the Mitigated Negative Declaration; and 2) adopt the 2015-2023 Housing Element, Land Use Element amendment and Open Space, Conservation and Safety Element amendment.

11. REGULAR BUSINESS

- A. Consideration: Project Schedule and Line Drawing Criteria for Council Districts

Recommendation: 1) adopt Resolution approving the recommended line drawing criteria for adjusting council district boundaries; and 2) approve the proposed schedule.

- B. Consideration: Adoption of Code Enforcement Priorities and Strategies

Recommendation: adopt the categories of code enforcement issues and priorities.

- C. Consideration: Formation of Community Task Force to End Youth Violence

Recommendation: approve staff's recommendation for formation of a Community Task Force to End Youth Violence.

- D. Consideration: Sale of City Parcel Number 026-351-036-000

Recommendation: 1) direct the City Manager to obtain an appraisal on City property parcel #026-351-036-000; 2) appropriate \$2,500 for the appraisal; and 3) direct staff to prepare an amendment to the Medical Marijuana Ordinance to clarify that medical marijuana cultivation, manufacturing, processing is an allowed use in the M3 zone.

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.

1. Conference with Labor Negotiators
Agency Representative: Steve Adams, Ed Zappia
Employee Organization: POA
Gov. Code Section: 54957.6
2. Conference with Legal Counsel – Anticipated Litigation
1 case
Gov. Code Section 54956.9

3. Liability Claim by Grace Lutheran Church,
Claims against City of King
Gov. Code Section: 54956.95

13. ADJOURNMENT

**Minutes
City Council Meeting
March 8, 2016**

CALL TO ORDER: Meeting was called to order at 6:00 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 Hendrickson, LeBarre, Acosta, Mayor Pro Tem 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 presented a proclamation recognizing the month of March as American Red Cross Month. Robin Cauntay, Branch Manager of King City Library presented a power point presentation providing an update on the King City Library. She answered Council's questions on upcoming events and activities. Council thanked her for establishing a strong foundation and partnership with the City.

PUBLIC COMMUNICATIONS:

Mark Rolla submitted information on night clubs in the community and mentioned the Code Section restricting amplified noise from 10:00 p.m. – 9:00 a.m. He specified concern that trucks with speakers with music bands for 30-40 people disturb the neighborhood. He requested to change to Noise Ordinance to restrict noise earlier than 10 p.m. Mayor Cullen requested staff place on a future agenda review of options to address noise issues.

Peter Garinn commented offered assistance to resolve noise issues in community given his expertise.

COUNCIL COMMUNICATIONS:

Mayor Pro Tem Jernigan spoke regarding promotion of the Pinnacles National Park Event on April 20th to celebrate the 100th birthday of the national park. Council Member Hendrickson reported she will be meeting with Joe Murry and representatives from Komfort Court on March 9, 2016. Council Member LeBarre attended the TAMC meeting and reported that Recreation and the High School will be receiving most of what they asked for in applications that were submitted. Council Member Acosta announced there will be a meeting in the senior complex on March 17, 2016 for Senior Medicare changes. Mayor Cullen spoke on "bullying awareness day" and wearing pink shirts to support the cause. Mayor Cullen mentioned Senate Bill 876 going through committee, which removes local control over camping and other homeless activities. Mayor Cullen also announced that Monterey County extended their moratorium for one more year related to the cultivation, dispensing and processing-manufacturing of medicinal marijuana, Community Restorative Justice Commission has several services for crime related victims, Meals on Wheels invited the City Council Members to "ride along" on March 23, 2016. Junior Achievement is in need of volunteers at Santa Lucia March 24, 2016 and training will be on March 16, 2016, and Farmers Market is as scheduled May 18, 2016 and ends the last Wednesday of October 2016 from 4:00 p.m. to 7:00 p.m.

CITY STAFF REPORTS AND COMMENTS

City Manager Adams mentioned PG&E is beginning work at the City entrance and will be removing the sign and trees. He reported the City has entered into a contract for design of the new landscape and sign. He also indicate consultant services to assist in preparing the tax measure on medical marijuana cultivation will be on the next agenda; 400 -500 surveys were submitted and are being tallied by next week; efforts are under way to create a city newsletter; the Employee Appreciation lunch requested by Council was postponed due to rain; 17 applications were received for the Police Chief position and an extensive interview process is planned; and Veterans of Foreign Wars is sponsoring the Moving Wall, a replica of the Vietnam Wall in Washington D.C., in King City October 6, 2016 to October 10, 2016. City Attorney Koczanowicz explained getting a court meeting on the Rocha matter.

9. CONSENT AGENDA

- A. Monthly Treasurer's Report- January 2016
- B. Successor Agency Monthly Treasurer's Report-January 2016
- C. City Check Register
- D. Successor Agency Check Register
- E. Consideration of Notice Completion-Mesa Del Airport
- F. Consideration of Part-time Deputy City Clerk Position
- G. Consideration of Resolution approving the form and authorizing the execution of bond purchase
- H. Consideration of Agreement for Consultant Services

Items A, C, F, G and H were pulled for further clarification.

Action: Motion to approve item B, D, E by Acosta and seconded by LeBarre

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 Fund balances. Mayor Pro Tem Jernigan expressed concern with the Monthly Treasurer's Report that City Council should receive receipts and fund balances. Mike Howard stated other cities do not get receipts unless it is requested by City Council members. Mayor Cullen, Acosta, and Hendrickson expressed that they did not believe it was necessary. City Manager Adams stated he would check to confirm the City is in compliance with Code Section 41004.

Action: Motion to approve item A by LeBarre and seconded by Acosta.

AYES: Council Members: Acosta, Hendrickson, LeBarre, and Mayor Cullen

NOES: Council Members: Mayor Pro Tem Jernigan

ABSENT: Council Members:

ABSTAIN: Council Members:

Item C- Mayor Pro Tem Jernigan expressed concern about the Check Register regarding overspending. A strategic planning session from a May bill and was not paid until February, which demonstrates that the City needs to pay bills in a timely manner. Council Member Acosta expressed that City Manager Adams was not in charge at that time. City Attorney Kowzanowics explained that legal bills requested are a privileged and confidential document.

Action: Motion to approve item C by Acosta and seconded by LeBarre.

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

Item F- Mayor Pro Tem Jernigan expressed support that creation of the Part-Time Deputy Clerk position is moving in the right direction, especially to help provide the Minutes as quickly as possible.

Action: Motion to approve item F by Jernigan and seconded by Hendrickson.

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

Item G- Mayor Pro Tem Jernigan stated that authorization and execution of the bond purchase is extremely complex and did not understand all the information. She asked for clarification if both the 1998 and 2011 bonds were being refinanced. Finance Director Howard explained that the 1998 bonds were being refinanced, which he brought to Council in October.

Action: Motion to approve item G by LeBarre and seconded by Hendrickson.

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

Item H- Mayor Pro Tem Jernigan asked for clarification regarding the timeline for the district election process. City Manager Adams stated there are three public hearings, which will be held the weeks of April 12, April 26 and May 10th, but may vary.

Action: Motion to approve item H by LeBarre and seconded by Hendrickson.

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

- A. Mayor Cullen announced the Consideration of 2016 Community Development Block Grant application. Adams explained the objective is to target areas that are identified as a priority. A consultant firm has been hired with much expertise and success in applying for and administering grants. Lorie Adams presented a PowerPoint presentation and informational flyers to the public. She explained the CDBG funding maximum is \$2,000,000 for programs available varying on categories and the City can apply for a maximum of three categories. Mayor Cullen summarized that the recommended priorities are sidewalks, skate park, and youth gang prevention programs. Council Member Acosta expressed an interest to include victims services in youth gang prevention programs. The Mayor indicated that should be included and consensus was provided by Council Members on the priority and to schedule the second public hearing in May.

- B. Mayor Robert Cullen introduces Consideration for the Recreation Department. City Manager Adams explained the objective of the proposed increase in Recreation fees is to better manage the subsidy and better protect the programs in the long run. Recreation Coordinator Wasson indicated that recreation programs are operating at a loss; they are recommending only a slight increase; and staff is formalizing a scholarship program to help those that cannot afford the fee. Mayor Cullen expressed how much the City is currently subsidizing the programs and that the fees will still be below other recreation fees in nearby cities. Council Member Acosta expressed a concern that there is no senior discount for the pool for those on fixed incomes. Council Member LeBarre expressed his support for the work of City Manager Adams and Recreation Coordinator Wasson. Council Member Hendrickson expressed concern regarding the recreation pool increase and suggested there be days where the public can continue to pay the current fee. Mayor Pro Tem Jernigan expressed support.

Action: Motion to approve item H by Cullen and seconded by Hendrickson.

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

NOES: Council Members: Acosta

ABSENT: Council Members:

ABSTAIN: Council Members:

- C. Mayor Robert Cullen introduced Community Development Director Liberto-Blanck with the Farm Worker Housing item. Mayor Pro Tem Jernigan indicated she had a conflict of interest and stepped down for the item. Community Development Director Liberto-Blanck stated that Mr Gill and Mr. Scaroni submitted a pre-application regarding Farm Worker Housing on January 12, 2016. The application was processed and at the March 1, 2016 meeting the Planning commission approved the Zoning Tax Amendment. The Planning Commission recommends that the City Council conduct a Public Hearing and introduce and conduct a first reading of the Ordinance that would amend the zoning text for the First Street corridor zoning district with a Conditional Use Permit. Mayor Robert Cullen opens the public hearing to the public. Community Development Liberto-Blanck suggested scheduling the meeting on the next agenda. Council Member LeBarre suggested changing the phrase from Farmworker Housing to Agricultural Employee Housing. City Attorney Koczanowicz indicated staff would determine if that will cause a noticing problem. Mayor Robert Cullen entertains the motion to introduce and conduct a first reading by title only of the Ordinance that would amend the zoning text that would allow Farm Worker Housing to the First Street corridor zoning district and schedule a second reading on the next council agenda.

Action: Motion to approve item H by LeBarre and seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Robert Cullen adjourned: Hendrickson, LeBarre, Mayor Pro Tem Jernigan and Mayor Cullen.

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

Approved Signatures:

**Mayor, Robert Cullen
City of King**

**City Clerk, Steven Adams
City of King**



Item 9(B)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: MONTHLY TREASURER'S REPORT – FEBRUARY 2016

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The City currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office. The City's housing rehab account is held at 1st Capital Bank, and the City's checking and payroll accounts, as well as developer deposits, are held at Well Fargo Bank, located at 506 Broadway, King City, CA 93930. A summary of investments and returns for the City is provided in the attached report.

COST ANALYSIS:

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

**CITY COUNCIL
MONTHLY TREASURER'S REPORT – FEBRUARY 2016
MARCH 22, 2016
PAGE 2 OF 2**

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.

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
February 29, 2016

Exhibit No.

Investment Instrument	Yield	Amount	Maturity	Value	
Invested by City Treasurer					
Institution	Investment Type				
State of California LAIF - City	Pooled	0.37%	5,093,000.21	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	546,072.95	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	61,788.65	On Demand	N/R
Petty Cash/ Police	Change Cash Drawer		200.00	On Demand	N/R
Petty Cash/ Police-Special Invg.	Change Cash Drawer		400.00		
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	205.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			5,793,586.88		
Total Cash and Investments			5,793,586.88		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 03/22/2016. Cash flow liquidity is still limited.

SIGNED:  _____
City Treasurer



Item 9(C)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016
TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT –
FEBRUARY 2016

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances."

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance with the trustee agreement. The Successor Agency has three tax allocation bonds (TABs) issued. Yield, maturity and investment amount (proceeds) are itemized on the Successor Agency Schedule of Cash and Investments for the Agency.

COST ANALYSIS:

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

**CITY COUNCIL/SUCCESSOR AGENCY
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – FEBRUARY
2016
MARCH 22, 2016
PAGE 2 OF 2**

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.

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
February 29, 2016

Exhibit No. _____

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	SA Checking Account		903,734.60	On Demand	N/R
Invested by City Treasurer (Subtotal):			903,734.60		
Invested by Trustees (as of February 2016 Statements)					
Bond Reserves (1)					
<u>U.S. Bank - 1998 TARB</u>					
First Union Corporation	Reserve Account #45	6.49%	482,963.83	9/1/2024	482,963.83
First American Treasury Obligations	Special Fund #40	0.00%	0.03	9/30/2016	0.03
First American Treasury Obligations	Interest Account #41	0.00%	0.10	9/30/2016	0.10
First American Treasury Obligations	Principal Account #42	0.00%	0.01	9/30/2016	0.01
First American Treasury Obligations	Surplus Account #46	0.00%	116,960.51	9/30/2016	116,960.51
<u>U.S. Bank - 2011 TARB</u>					
US Bank Money Market Ct	Reserve Account #8005	0.00%	481,062.50	8/1/2034	481,062.50
US Bank Money Market Ct	Special Fund #8000	0.04%	47.68	8/1/2016	47.68
US Bank Money Market Ct	Sinking Fund #8003	0.04%	0.20	8/1/2016	0.20
US Bank Money Market Ct	Special Fund #8001	0.00%	0.00	8/1/2016	0.00
US Bank Money Market Ct	Cost of Issu Fund#8009	0.00%	0.00		0.00
Market Value Provided by U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			1,081,034.86		
Total Cash and Investments			1,984,769.46		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 03/22/2016. Cash flow liquidity is still limited.

SIGNED:  _____
City Treasurer

Note:
(1) Bonds



Item 9(D)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CITY 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.

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
MARCH 22, 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

Check Register Report

Date: 03/15/2016

Time: 7:34 am

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
WELLS FARGO BANK Checks							
57422	03/11/2016	Printed		ATT	AT & T	City Hall Internet.	154.00
57423	03/11/2016	Printed		ADSTARR	A.D. STARR	Softball Operating Supplies	1,031.53
57424	03/11/2016	Printed		ASI	ADMINISTRATIVE SOLUTIONS, INC	City Self Funded Medical.	10,000.00
57425	03/11/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Admin Asst Computer	2,414.97
57426	03/11/2016	Printed		AT&T - C	AT&T	CLETS Frame Relay Circuit.	122.23
57427	03/11/2016	Printed		BLACKS	DEVON BLACKS	Basketball Official -	60.00
57428	03/11/2016	Printed		BLACKSE	EMMITT BLACKS	Basketball Official -	40.00
57429	03/11/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	Forden Park Poster	2,157.64
57430	03/11/2016	Printed		CORNINGF	CORNING FORD INC	New 2016 Ford F150	22,958.61
57431	03/11/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Site Inspection.	80.00
57432	03/11/2016	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Softball Coach Fingerprints.	194.00
57433	03/11/2016	Void	03/11/2016			Void Check	0.00
57434	03/11/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	Chris Madsen Project	17,425.03
57435	03/11/2016	Printed		EZEAP	EZEQUIEL SALCIDO	Replace Frig @ Rec Center	756.86
57436	03/11/2016	Printed		HALE	DAVID P HALE	Legal Service	3,488.00
57437	03/11/2016	Printed		JBTIRE	MIGUEL JACOBO	Patrol Vehicle	498.39
57438	03/11/2016	Printed		KING'S WEL	KING'S WELDING	Repair Trailer for Hauling	484.92
57439	03/11/2016	Printed		KOCZANOWIK	LAW OFFICE OF	Professional Services -	8,557.49
57440	03/11/2016	Printed		LIBERTY	LIBERTY TAX SERVICE	Interpretation for Meetings.	260.00
57441	03/11/2016	Printed		MAYNARD	THE MAYNARD GROUP	Telephone Maintenance	458.29
57442	03/11/2016	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Office Supplies -	77.94
57443	03/11/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies/Copy Paper	293.01
57444	03/11/2016	Printed		PAC	PG&E	Utilities	27,926.29
57445	03/11/2016	Printed		PURE WATER	PURE WATER BOTTLING	Water Cooler - KCPD	56.70
57446	03/11/2016	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	City Hall Internet Service	30.90
57447	03/11/2016	Printed		SJBMW	SAN JOSE MOTOSPORT INC	Police Motor Unit	154.57
57448	03/11/2016	Printed		SL POWER	SAN LUIS POWERHOUSE INC.	K C P D - Annual Service,	1,037.03
57449	03/11/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	Design Phase K C	1,302.44
57450	03/11/2016	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Report Dictation.	37.12
57451	03/11/2016	Printed		SPECIALTY	SPECIALTY CONSTRUCTION INC.	2015 Sanitary Sewer.	342,940.03
57452	03/11/2016	Printed		SPRINT	SPRINT	Sprint Telephone Service	171.91
57453	03/11/2016	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Fire Engine Insurance	3,125.00
57454	03/11/2016	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Name Tag for Off. Mercurio.	8.47
57455	03/11/2016	Printed		TORO	TORO PETROLEUM CORP.	Fuel and Oil -	1,989.73
57456	03/11/2016	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	TLO-Investigative System	18.50
57457	03/11/2016	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	New Operator & remote for	1,032.01
57458	03/11/2016	Printed		AVERY	WILLIAM AVERY AND ASSOCIATES	Police Chief Recruitment	2,317.16

Total Checks: 37

Checks Total (excluding void checks): 453,660.77

Total Payments: 37

Bank Total (excluding void checks): 453,660.77

Total Payments: 37

Grand Total (excluding void checks): 453,660.77



Item 9(E)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 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:

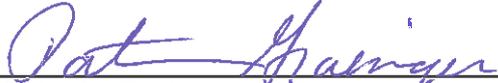
The following alternatives are provided for Council consideration:

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
MARCH 22, 2016
PAGE 2 OF 2**

Exhibit(S)p

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Check Register Report

Date: 03/15/2016

Time: 7:37 am

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Exhibit No.

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

178	03/11/2016	Printed			KOCZANOWIK LAW OFFICE OF	Successor Agency	480.00
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Total Checks: 1

Checks Total (excluding void checks): 480.00

Total Payments: 1

Bank Total (excluding void checks): 480.00

Total Payments: 1

Grand Total (excluding void checks): 480.00



Item 9(F)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO-BLANCK, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF AGRICULTURAL EMPLOYEE HOUSING IN THE FIRST STREET CORRIDOR ZONING DISTRICT

RECOMMENDATION

Staff recommends the City Council: 1) adopt the Mitigated Negative Declaration; and 2) conduct the second reading and adopt the Ordinance by title only.

BACKGROUND

On March 8, 2015, the City Council conducted the first reading by title only of an Ordinance at a noticed Public Hearing to amend zoning text to allow agricultural employee housing in the First Street Corridor Zoning District

DISCUSSION

Analysis

David Gill and Steve Scaroni requested a modification of the FSC Zoning District text (which affects the C-2 Zoning District) to allow agricultural employee housing with a conditional use permit. The C-2 Zoning District allows all the uses permitted in the FSC Zoning District. The zoning districts are located in the central part of the City between the Historic downtown and the Downtown Addition Specific Plan.

Public Notification and Input

Public Notice was published in The Californian Newspaper on February 10, 2016. All property owners of record within three-hundred (300') feet of the subject site were notified of this evening's public hearing and invited to voice any concerns on this application.

**CITY COUNCIL
MARCH 22, 2016
SECOND READING OF ORDINANCE (AGRICULTURAL EMPLOYEE HOUSING)
PAGE 2 OF 2**

Advantages

Provides needed agricultural employee housing.

Disadvantages

The project only provides short-term agricultural employee housing. There is a need for long-term agricultural employee housing.

COST ANALYSIS:

There are no additional costs from this action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt the Mitigated Negative Declaration and conduct the second reading of the Ordinance.
2. Do not adopt the Mitigated Negative Declaration or conduct the second reading of the Ordinance;
3. Continue the item; or
4. Provide other direction to staff.

Exhibit:

Exhibit 1: Ordinance

Submitted by: **Doreen Liberto-Blanck**
Doreen Liberto-Blanck, Department Director

Approved by: 
Steven Adams, City Manager

Exhibit 1

Exhibit No.

ORDINANCE NO. 722

**AN ORDINANCE OF THE CITY COUNCIL OF CITY OF KING
AMENDING SECTION 4.7 (ALLOWABLE LAND USES) AND SECTION 4.10
(GLOSSARY) OF THE CITY OF KING HISTORIC CORRIDOR REVITALIZATION
SPECIFIC PLAN TO AMEND THE ALLOWABLE USES IN THE FCS ZONING
DISTRICT FOR THE PURPOSE OF ADDING AGRICULTURAL EMPLOYEE
HOUSING**

WHEREAS, the applicant has requested the City allow for the development of a project to house agricultural located at 218 North First Street ("Subject Property"), and

WHEREAS, the project will entail the refurbishing of the Meyer Building to accommodate temporary agricultural workers in a dormitory like setting for up to ten months, and

WHEREAS, the site is 3.23 acres and with a building approximately 84,000 square feet, and

WHEREAS, the applicant is intending to participate in the H2-A federal guest worker program, that allows U.S. employers to bring foreign nationals to the U.S. to fill temporary agricultural jobs, and

WHEREAS, one of the conditions of the program is that employers must supply housing; and

WHEREAS, the City of King is in significant need of agricultural employee housing to meet the agricultural needs of the region, and

WHEREAS, the Subject Property is located in the Historic Corridor Revitalization Specific Plan and the FSC zone district; and

WHEREAS, the FSC zone district needs to be amended the allowable uses for this district to accommodate agricultural employee; and

WHEREAS, this amendment will allow for the refurbishing of the Subject Property to accommodate agricultural employees to support local agriculture.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF KING
AS FOLLOWS:**

Section 1: Section 4.7 (Allowed Land Uses and Permit Requirements) subsection Residential is hereby amended by adding in alphabetical order the designation of agricultural employee housing as an acceptable use by Use Permit as follows:

Land Use Type	FSC	VC	VB
Agricultural Employee Housing	UP	--	--

Section 2: Section 4.10 (Glossary) subsection F, (Definitions) is hereby amended by adding in alphabetical order the definition of agricultural employee housing as follows:

Agricultural Employee Housing: "Agricultural employee housing" means housing for agricultural workers that is available to, and occupied by, only agricultural employees and their households.

Section 5: All ordinances and parts of ordinances in conflict with those sections amended or added herein are hereby repealed.

Section 6: This ordinance shall become effective and in full force and effect at 12:01 a.m. on the thirty-first day after its final passage.

PASSED ADOPTED AND APPROVED THIS _____ **day of**
_____, 2016.

Mayor Robert Cullen, City of King

ATTEST:

City Clerk of the Council of the
City of King

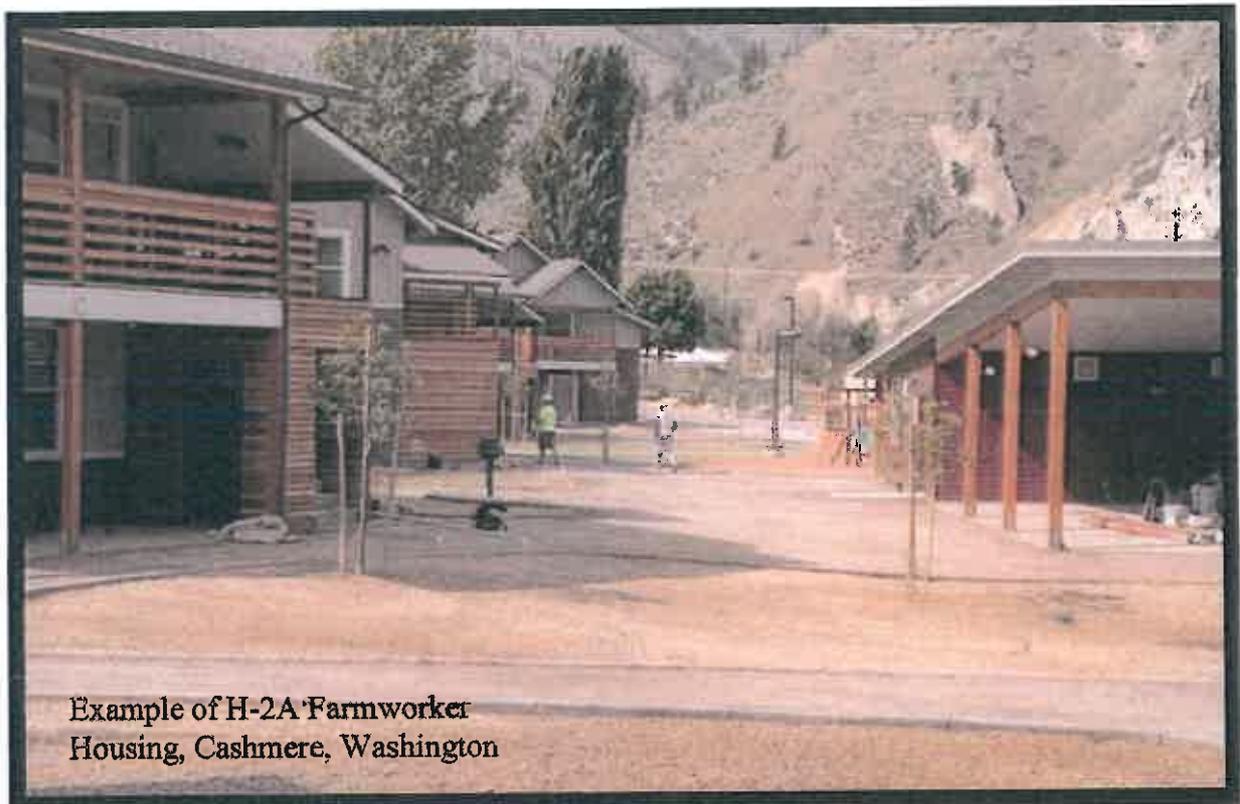
**BACKGROUND INFORMATION
FOR
AGRICULTURAL EMPLOYEE HOUSING**



INITIAL STUDY AND DRAFT MITIGATED NEGATIVE DECLARATION

Draft: February 10, 2016

Modification of the FSC Zone Criteria which will allow, under Conditional Use Permits ("CUPs"), Farmworker Housing. Mitigated Negative Declaration also includes proposed remodel of vacant warehouse into temporary barracks style farmworker housing facility for 216 farmworkers at 218 North First Street, King City



Example of H-2A Farmworker
Housing, Cashmere, Washington

**In Compliance with the
California Environmental Quality Act ("CEQA")**

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

General Information About This Document

What's in this document?

The City of King has prepared this Initial Study and Mitigated Negative Declaration ("**IS-MND**") which examines the potential environmental impacts of the proposed project. The document describes the project, which represents a text amendment to the City Zoning Ordinance FSC zone district, to permit, under a Conditional Use Permit ("**CUP**") farmworker housing referred to herein as "the project". The FSC Zone District is east of and part of the Historic Downtown. The amendment will also permit Farmworker Housing within the C-2 District because that district allows uses that are permitted in the FSC Zone.

The project also includes a proposal, under a Conditional Use Permit (CUP) to remodel an old vacant warehouse located at 218 North First Street (at the intersection of Broadway Street and First Street) into a temporary farmworker housing facility for 216 farmworkers.

The Mitigated Negative Declaration also describes the existing environment that could be affected by the project, potential impacts, if any, of the proposed project, and proposed avoidance, minimization, and/or mitigation measures.

What should you do?

- Please read this document. Additional copies of this document are available for review at the City Community Development Department, 212 South Vanderhurst Avenue, King City, California.
- Attend the Public Hearings. The Planning Commission will conduct a public hearing on the Initial Study and Mitigated Negative Declaration on **March 1, 2016** at City Hall, 212 South Vanderhurst Avenue. The City Council is scheduled to review the Initial Study and Mitigated Negative Declaration on Tuesday, **March 8, 2016** at the City Council Chambers, 212 South Vanderhurst Avenue
- We welcome your comments. If you have any concerns about the proposed project, please attend the City Council Public Hearing on **March 8, 2016**, the Planning Commission Hearing on **March 1, 2016** and/or the City Council Public Hearing on **March 22, 2016** at the City Council Chambers. The deadline for written comments ends on **March 7, 2016**.
- If you have any questions, please contact the Community Development Department:

Attn: Maricruz Aguilar-Navarro, City Planner
Community Development Department
City of King
212 South Vanderhurst Avenue
King City CA 93930
Phone: 831-385-3281
Fax: 831-386-5968

Or you can send questions via email to: maguilar@kingcity.com

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

What happens next?

After comments are received from the public and reviewing agencies, the City Council, on March 22, 2016, may:

- 1) give environmental approval and approval of the proposed changes to the FSC Zoning Criteria, or
- 2) require additional environmental studies, or
- 3) require changes to the project or deny the project, if there are issues that cannot be mitigated.

If the City Council approves the Mitigated Negative Declaration ("**MND**") and the project allowing farmworker housing under the FSC zoning criteria, those changes will become effective 30 days after the second reading and will govern the development and land uses allowable in the FSC zoning criteria. Note that approval of the addition of farmworker housing in the FSC zone will, unless otherwise prohibited, also allow farmworker housing in the C-2 Zone under the approval of a CUP.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

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ATTACHMENTS

Addition of "farmworker housing" in the table of uses for the FSC Zone
Letter from Steve Scaroni to King City Police Chief Anthony Sollecito
Letter of Project Description from Wes Beebe
Example Noise Reduction Provisions at Mills Ranch

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

I. PROJECT INFORMATION

Project Title: The Mitigated Negative Declaration addresses the proposed modification of the FSC Zone Criteria which will Allow, under Conditional Use Permits ("CUPs"), Farmworker Housing.

In addition, the Mitigated Negative Declaration also includes the environmental evaluation of the proposed remodel of vacant warehouse into temporary barracks style farmworker housing facility for 216 farmworkers at 218 North First Street, King City

Case Number: RZ 2016-001, CUP2016-001, AR2016-001, VAR2016-001

Project Applicant: David Gill Phone: 831-385-6225
Rio Farms Fax:
King City, CA 93930
Rep: Wes Beebe

Project Landowner: The proposed Zoning Amendment Phone: 831-385-4047
applies to all properties in the FSC
and C-2 Zones.

The proposed temporary farmworker housing facility at 218 N. First Street:
Property Owner: Robert Meyers
Purchaser: David Gill

Project Lead: Doreen Liberto-Blanck, Community Development Director & Don Funk, Principal Planner Fax:
Phone: 831.386.5916

Maricruz Aguilar-Navarro, Assistant Planner
212 So. Vanderhurst Ave.,
King City, CA 93930

Project Description: **Proposal:**

The proposal involves two separate but related "projects." One is a zoning text amendment of the FSC Zone. The second project being reviewed in this Mitigated Negative Declaration is a proposed remodel of 218 North First Street from a vacant former tomato processing plant to a farmworker housing facility.

1. Zoning Text Amendment: The applicant has requested an amendment to the First Street Corridor (FSC) Zone text to allow "farmworker" housing with a Conditional Use Permit (CUP). The Zoning Text Amendment of the FSC Zone will, if adopted, also allow farmworker housing with a CUP in the C-2 Zone because the C-2 Zone allows all uses permitted and conditionally permitted in the FSC Zone. The FSC and C-2 Zones are primarily located east, northeast and southeast of the Historic Downtown, and are primarily along First Street, from Division on the south to King Street on the north.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

The new Zoning designation, if approved, would allow farmworker housing to be occupied by only farmworkers and their families under the provisions of a CUP. Said housing would be required to be large enough and have adequate heating, recreation area and other amenities deemed necessary for the farmworkers and their families. The farmworkers in the FSC Zone District may include workers from H2A programs as well as other farmworker programs and would serve farms and ranch worker needs within the Salinas Valley and nearby agricultural region.

The new regulation will include provisions that ensure that the housing provides, at a minimum, the following:

a) Create a definition of farmworker and farmworker housing to allow farmworkers, who do or do not work on the property where the employee housing is located, to live in the housing consistent with the provisions of Sections 17021.5 and 17021.6 of the California Health and Safety Code, and

b) The ordinance should contain measures that will minimize potential impacts. The new standards would include but are not limited to ensuring the units are occupied only by farm workers and their families. The measures should also ensure that the housing is large enough to accommodate the number of individuals occupying each unit or facility. Each facility would be required to have a designated manager or overseer to ensure that provisions of each CUP are met. Each use permit application will be reviewed by Planning Commission for consistency with the ordinance, prior to approval. Community Development Department staff will, for each CUP, provide draft findings and conditions of approval for consideration by the Planning Commission prior to approval.

2. Proposal for remodel conversion for Farmworker Housing at 218 N. First Street: The Mitigated Negative Declaration also includes a review of the potential impacts of a CUP request for an approximately 36,700 square feet remodel and conversion of a portion of an existing vacant former tomato processing plant into a barracks style temporary farmworker housing facility to house a maximum of 216 H2A farmworkers. The CUP request for 218 North First Street includes modular restrooms, a dining area, a small outdoor recreation area, parking, bus loading/unloading area and a one-bedroom caretaker/manager unit.

The proposed facility is anticipated to have a temporary permit for a period of approximately five years. The site is located northeast of the intersection of Broadway Street and First Street, between First Street and the Union Pacific Railroad. West of the project is the Historic Downtown Area and east of the project is the Downtown Addition Area.

Background:

1. Proposed Ordinance Change: The ordinance change will add farmworker housing to the FSC Zoning category with a CUP. Since the C-2 Zone also permits uses allowed in the FSC Zone, the change will also allow farmworker housing in the C-2 Zone with a CUP. (see **Figures 1 and 2** for area affected by proposed change to Zoning Ordinance)

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

2. Proposed Project at 218 North First Street: Additionally, the Mitigated Negative Declaration addresses the impacts of the proposed temporary barracks style farmworker housing facility within a former tomato processing plant located at 218 North First Street, at the northeast corner of the intersection of Broadway and First Streets. (see **Figures 3, 4, 5, 6, 7 and 8** photos of proposed area addressed by CUP application and **Figures 9, 10 and 11** showing plans for remodel of building into farmworker housing) The gross area of the remodel is approximately 36,700 square feet, including the sleeping area, dining area and manager's apartment. The applicant proposes that the facility would be occupied by H2A farmworkers, a program that provides for laborers from outside of the United States are brought to the area for a period of approximately nine or ten months to work on local farms and ranches.

Will the Changes Modify coverage, setback or height zoning and Historic Downtown Revitalization Plan standards?:

No.

Uses Being Proposed:

1. Proposed Ordinance Change: The ordinance change will allow farmworker housing in the FSC as well as the C-2 Zone. The zone change applies to the entire zoning districts. The proposed changes to the FSC and C-2 Zones would permit, with a CUP, farmworker housing in locations that are deemed appropriate by the Planning Commission.

2. Proposed Project at 218 North First Street: The specific project involves the interior remodel of the former Meyer Tomato processing facility for farmworker housing. The proposed CUP is for the remodel of a portion of the building located at 218 First Street. The remodel will provide barracks style housing for 216 male farmworkers through an H2A migrant program. In addition, a one-bedroom apartment is proposed for an on-site manager of the facility.

The farmworker facility is proposed to have an initial permit covering a five (5) year period. It is also proposed to have a dining area. Food would be prepared off-site and brought to the facility for consumption by the farmworkers. Restrooms and showers would be within temporary modular containers placed along the outer edge of the main room.

Farmworker sleeping areas would be within large remodeled bays of the old tomato processing facility. Windows to provide light and air are proposed to be added along the street side of the building. These windows would also provide required emergency exiting should a fire or other emergency occur within the building.

A small recreation area is proposed in an area that was a previous parking area for the tomato processing plant. A fence would be constructed to provide security and privacy of the recreation area. Several parking spaces are proposed, including handicap parking. Some of the parking would be outside the fenced recreation area. A bus and van pick-up and drop-off is proposed for another paved area north of the manager's unit. A handicap ramp is proposed to be

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

located at the north edge of the proposed recreation area.

The Union Pacific Railroad right-of-way is adjacent to and east of the proposed farmworker housing. Old vacant areas of the tomato processing facility, north and south of the proposed housing, will remain vacant. First Street is located to the west of the proposed temporary housing.

In general, the project will serve several purposes:

1. Provide local farmers with a ready source of farm employees to assist in the production of food products.
2. Reduce travel of farmworkers who now are being bused from long distances to serve local farm owners.
3. The project will result in a restoration of an old and decaying former tomato processing plant.
4. The project will add local employees who will undoubtedly purchase products, including food and clothing, in King City, helping the economy of the City.
5. The project will not block the potential extension of Broadway Street.
6. The project will provide comfortable (heated in the winter) accommodations.
7. The project will include, as required by code, a heating system and insulation in the walls and ceiling adequate to meet Title 24 requirements as well as to help reduce noise from the adjacent railroad to acceptable levels per the Noise Element.
8. The project will have a limited time span, giving the applicant time to find more permanent solutions for farmworker housing in or near King City.
9. The operator of the facility has committed to ensure that the workers in the facility will be a monitored addition of temporary residents in the City.

Parking:

1. Proposed Ordinance Change: Parking regulations for farmworker housing will not be different that that required for similar housing requirements. For example, if the farmworker housing is for individuals living in apartment-type structures, the parking for each apartment would be determined using the apartment standards for parking spaces, including number of spaces, landscaping standards for parking lots and surfacing requirements for said parking spaces and driveways.

On the other hand, if the farmworker housing is to be occupied by individuals who will not have personal automobiles, the Planning Commission may determine that less off-street spaces are required. For example, H2A farmworker housing typically has workers that don't own or operate cars. In H2A housing, very few spaces are required for the facility. In such cases, vehicle parking would be provided for managers and visitors.

In other farmworker housing where the workers may own and operate vehicles, off-street parking would be necessary for workers similar to

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

apartment uses. The proposed ordinance will include provisions for adequate parking and van or bus pick-up and drop-off provisions, as applicable for each type of facility.

2. Proposed Project at 218 North First Street: In the case of the proposed project at 218 North First Street, said housing will be occupied only by H2A workers. The applicant has indicated that they will provide for transportation to and from Mexico as well as bus or van pool transportation from the proposed farmworker facility to the local farms and ranches around and near King City. The farmworkers in the proposed building are not anticipated to have their own personal vehicles. Within the City, the occupants of the proposed farmworker facility on First Street are expect to either walk or use bicycles around town. For that reason, off-street parking will be limited to that necessary for the on-site manager, other staff and a few guest spaces, estimated to be approximately one space for each 20 workers living at the facility.

Architectural Review:

1. Proposed Ordinance Change: The standards for architectural review are not being altered by the proposed ordinances. Each project involving new buildings as well as modifications to existing buildings would require the architectural review standards, including Zoning requirements, Historic Downtown Revitalization Plan, First Street Corridor and other plans currently applicable to that location.

2. Proposed Project at 218 North First Street: In the case of the project proposed for 218 North First Street, said facility is being proposed to occupy a long-vacant vegetable packing plant. The proposal includes very limited exterior changes, including the addition of windows and awnings along the First Street frontage. Said improvements will result in an improved exterior appearance of the building. While the proposed building design is not consistent with the Historic Downtown Revitalization Plan, it does improve the appearance of an old warehouse and packing plant.

Additionally, the farmworker housing use is anticipated to be of limited duration at 218 N. First Street. It is likely that the building, after the term of the CUP has expired, will be converted to another use allowed in the FSC zone such as visitor serving commercial, offices or other similar use. Those future uses may involve the additional remodel and subsequent architectural improvement of the appearance of the buildings, more consistent with the Historic Downtown Revitalization Plan design standards.

Landscaping, Coverage and Other Similar Code Standards:

1. Proposed Ordinance Change: New farmworker facilities will have the same building standards as other land uses within the respective zoning criteria and will require the addition of landscaping consistent with the zoning category and consistent with the standards for new landscaping in parking lots.

Farmworker housing, like other residential uses, would require provisions to ensure that residents are protected from excessive noise, odors or other obtrusive conditions. The proposed standards for farmworker housing assume that provisions will be similar to those for

1 Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

occupants in standard multi-family housing residential buildings.

2. Proposed Project at 218 North First Street: In the case of 218 North First Street, the existing building has 0 ft. front and 0 ft. rear setbacks and there is an existing narrow grass strip within the First Street right-of-way frontage. Plans do not appear to make any substantial changes in landscaping. The front and rear of the main building is located with 0 foot setback. The use is temporary at this location, so improvements are expected to be minimized.

In the case of the remodel of the building at 218 N. First Street, the building proposed to be remodeled into a farmworker housing facility was originally constructed under old Zoning standards and does not meet the standards of the current FSC Zone.

Drainage:

Regulations for water quality protection are applicable to all farmworker housing projects: The State Water Resources Control Board ("**SWRCB**") and Regional Water Quality Control Board ("**RWQCB**") standards will continue to apply to development of properties in the City. The State requires Best Management Practices ("**BMPs**") for grading, construction and development. Low Impact Development ("**LID**") criteria is the best management tool for reducing water pollution and increasing percolation. Future landscape areas can be incorporated into the LID measures. In this way, the future landscaping areas will have multiple benefits of improving water quality and improving the appearance of the district. Projects are required to meet these standards. In addition, projects involving over one acre of area are required to further include Stormwater Pollution Prevention Plans ("**SWPPPs**") as provided by the RWQCB.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

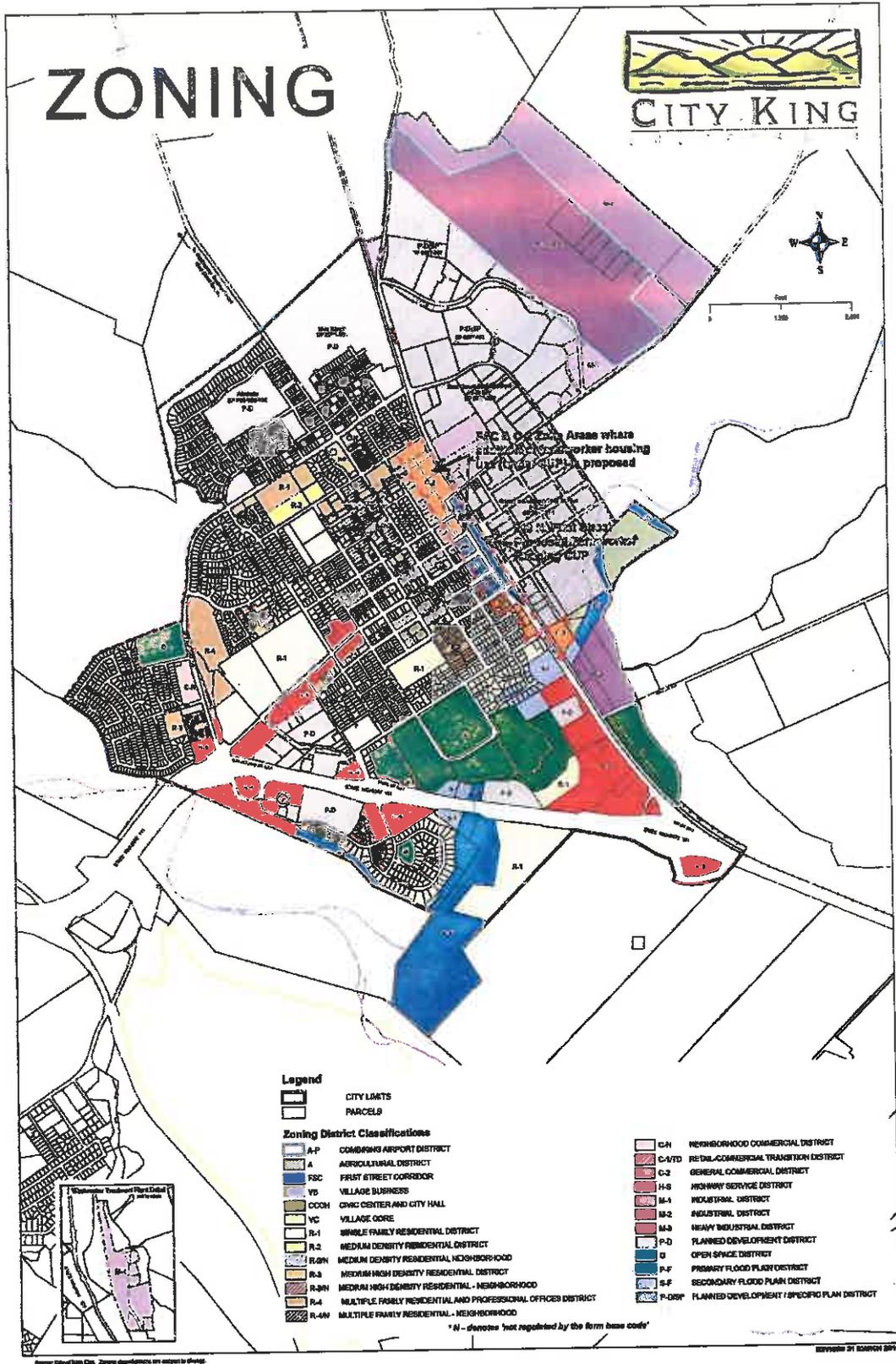


Figure 1, Showing FSC and C-2 Zoning Districts and proposed site 218 N. First St.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

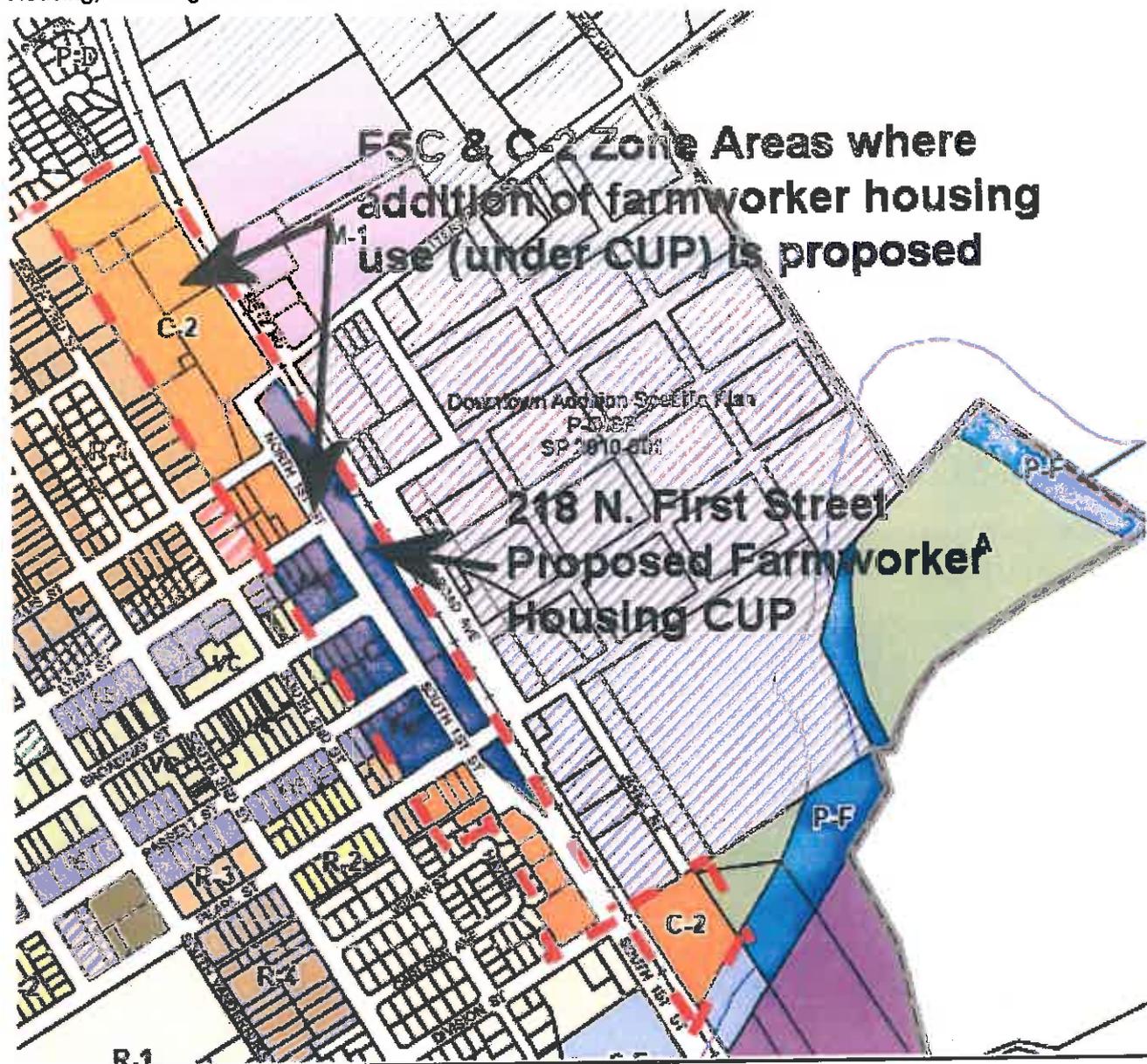


Figure 2, Detail of FSC (blue) and C-2 Zones and location of CUP at 218 N. First St.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.



Figure 3. View of Front of former Tomato Processing Plant, Now Proposed as Temporary Farmworker Housing, 218 N. First Street



Figure 4. View of Proposed Parking and Recreation Area for Farmworkers 218 N. First Street

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.



Figure 5. View of Rear of Building Proposed for Farmworker Housing, 218 First St.



Figure 6. View of Bus and Van Pool Pick-Up Area, 218 N. First Street

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

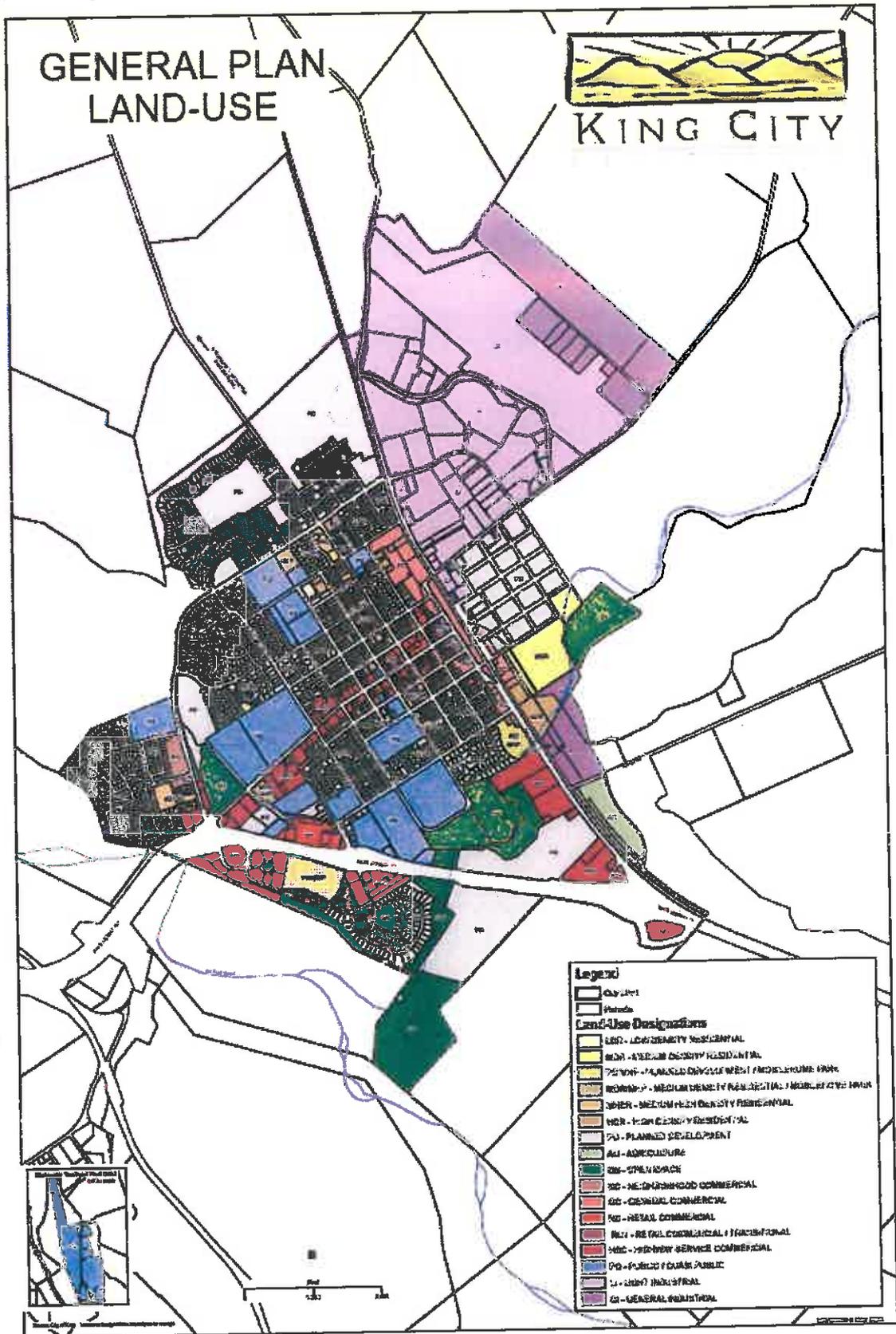


Figure 7. Interior of Building Proposed for Farmworker Housing at 218 N. First St. View looking south.



Figure 8. Interior of Building Proposed for Farmworker Housing at 218 First St. View looking north.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.



Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

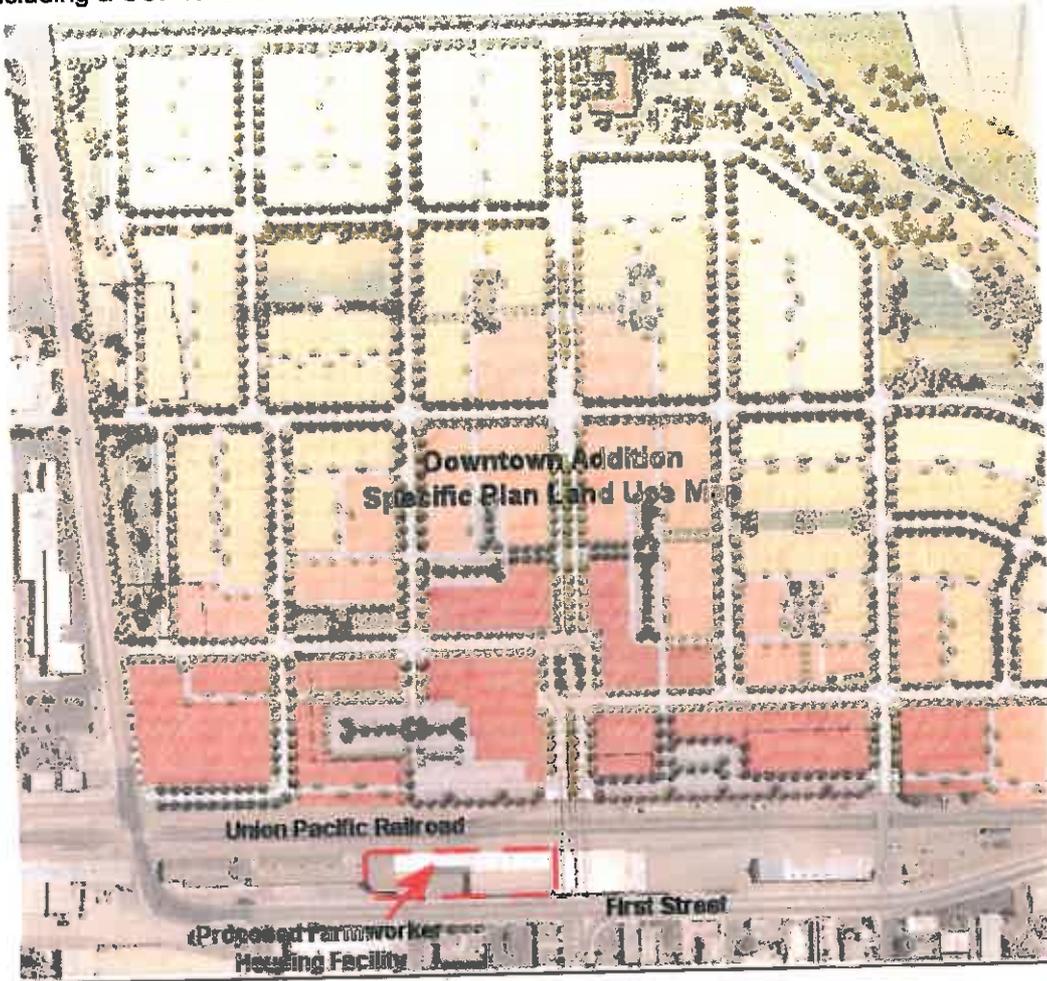


Figure 13. Land Use Designation of Adjoining Downtown Addition Specific Plan

General Plan Designation:

General Commercial Designation

The area proposed for the amendment of the FSC and C-2 Zones in the General Plan is designated as "General" Commercial and High Density Residential in the Use Plan Map (Figure 12) and as First Street Corridor uses in the Historic Downtown Revitalization Plan, which implements the General Plan. The proposed change to add "farmworker housing" to the FSC Zone within the Historic Downtown Revitalization Plan and Zoning Ordinance is not substantially different from "Multi-Family Four-Plex or Larger" residential use that is currently permitted in the FSC district with a CUP. While the proposal for 218 N. First Street is for barracks style housing, it is possible that other farmworker housing in the FSC district may be more similar to apartment style housing in the future. (see Figure 13 for location of project in relation to surrounding uses)

The proposed changes to the code will provide the potential for additional housing for farmworkers. Currently there are insufficient quarters for farmworkers in and near King City. Farm owners indicate that they bus farmworkers from long distances to work the local farms. The 2007 Housing Element indicated that "according to the USDA, in 2002 there were over 31,000 farmworkers in Monterey County and that

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

"many farmworkers reside in substandard living conditions."

In addition, the following Housing Element Goal #3 and Policy #4.3 apply to the proposed change to the proposed changes to the Zoning Ordinance for the FSC Zone and the C-2 Zone:

Housing Element Goal 3: To meet the housing needs of special groups of City residents, including a growing senior population, large families, single mothers, farmworkers, homeless, seniors and the disabled.

Housing Element Policy 4.3 Encourage housing opportunities for those residents who have special housing needs, such as farm workers, large families, elderly, disabled persons, and other identified special needs groups.

Response to the Housing Element Goal 3 and Policy 4.3: The proposed changes will expand the allowable uses in the FSC Zone and the C-2 Zone to include potential farmworker housing. Currently, only the Agriculture Zone allows farmworker housing in the City.

In addition, the CUP proposal for the conversion of a long empty tomato processing plant into farmworker housing at 218 N. First Street will provide for temporary housing to meet local farmworker labor needs, providing the applicant with the time needed to develop more permanent farmworker housing at another location in or near the City.

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II. DETERMINATION OF MITIGATED NEGATIVE DECLARATION

This proposed Draft MND is included to give notice to interested agencies and the public that it is the City of King's intent to adopt a MND for this project. This MND is subject to change based on comments received by interested agencies and the public. The project is not expected to have a significant effect on the environment. The proposed changes will not result in an intensification of uses on FSC or C-2 zoned properties. Instead, the proposed changes will provide for a needed housing for local farmworkers.

In addition, the proposal for the conversion of the long empty tomato processing facility at 218 N. First Street will not have significant environmental impacts if the mitigation measures identified in this Mitigated Negative Declaration are implemented as conditions of the CUP for said project.

The City of King prepared the IS-MND for this project and pending public review, expects to determine from this study that the project, if developed and operated consistent with any mitigation measures specified in this document, would not have a significant effect on the environment for the following reasons:

- The proposed project would have no significant effect on: growth, farmland/timberland, the community, cultural resources, geology/soils/seismic/topography, hazardous waste or materials, air quality, noise or vibration, Land Use, Parks and Recreational Facilities, Utilities/ Emergency Services, Traffic and Transportation, Visual/ Aesthetics, Hydrology and Floodplain, Water and Storm Water Runoff, Animal Species, Invasive Species, Construction Impacts, or Climate Change, or historical/archaeological/paleontological resources, natural communities, and threatened and endangered species because the following mitigation measures would reduce potential effects to insignificance.

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III. ENVIRONMENTAL SETTING

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or is "Potentially Significant Unless Mitigated," as indicated by the Environmental Checklist:

	1. Aesthetics		9. Land Use/Planning
	2. Agricultural Resources	X	10. Noise
X	3. Air Quality		11. Population/Housing
	4. Biological Resources		12. Public Services
X	5. Cultural Resources		13. Recreation
	6. Geology/Soils		14. Transportation/Circulation
X	7. Hazards/Hazardous Materials		15. Utility/Service Systems
X	8. Hydrology/Water Quality		16. Mandatory Findings of Significance

Surrounding Land Use			
North:	Vacant & Industrial	East:	Agriculture (designated for commercial)
South:	Vacant & mixed use	West:	Historic commercial downtown

Environmental Setting:

The FSC and C-2 zoned areas addressed by the proposal to allow farmworker housing with a CUP are located in the central part of the City between the Historic Downtown and the Downtown Addition Specific Plan. The City of King is located in the southern end of Salinas Valley along the US Highway 101 freeway approximately in the center of Monterey County. King City is the hub of the southern part of the agricultural industry of the Salinas Valley. The Salinas Valley is one of the most productive agricultural valleys in the world, producing many of the fruits and vegetables consumed throughout the United States. It is also at the northern edge of the Paso Robles Wine Region, recently named the Wine Enthusiast's Magazine "Wine Region of the Year award for 2013. A major regional winery, Monterey Wine Company, is located in King City near the airport. The Highway 101 corridor connects the San Francisco Bay Area and the Central Coast.

The area affected is partially developed, with a few interspersed vacant properties. The area has access to First Street as well as other streets providing ready access to First Street and Broadway Street, the two main arterials within the City. (See Figure 14)

The proposal for the CUP for the conversion, creating barracks style farmworker housing within a portion of the existing old tomato processing building at 218 N. First Street has access to First Street and potential access to the proposed extension of Broadway Street, if and when that street extension is constructed. The site at 218 First Street is bounded on the west by First Street and on the east by the Union Pacific Railroad and the future Downtown Addition area. The Downtown Addition will include a commercial area east of the Railroad as well as planned residential uses and a linear park along San Lorenzo Creek.

The City is approximately 50 miles south of the City of Salinas, 145 miles south of San Francisco, 105 miles south of San Jose, 50 miles north of Paso Robles and 250 miles north of Los Angeles. The City of King is important for its proximity to Pinnacles National Park and as the hub of south Salinas Valley agricultural center. It is a relatively small agriculture-based community located south of the small towns of Greenfield, Soledad, and Gonzales, other agricultural communities in the Salinas Valley.

The topography of the City and surrounding valley is flat alluvial plane between mountain ranges to the east and west of the City. San Lorenzo Creek and Salinas River floodplains are a potential hazard, bordering the southwestern portion of the City and traversing the City in a northeasterly direction to intersect the Salinas River. The City is located near the border of the Pacific and Continental Plates and is within an area known to have frequent seismic movement.

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Figure 14. Aerial of Proposed Farmworker Housing at 218 N. First Street

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IV. ENVIRONMENTAL CHECKLIST AND IMPACT REVIEW

The following checklist indicates the potential level of impact and is abbreviated as follows:

Known Significant: Known significant environmental impacts.

Unknown Potentially Significant: Unknown potentially significant impacts, which need further review to determine significance level.

Potentially Significant and Mitigable: Potentially significant impacts which can be mitigated to less than significant levels.

Not Significant: Impacts which are not considered significant.

Impact Reviewed in Previous Document: Adequate previous analysis exists regarding the issue; further analysis is not required due to tiering process (Section 21094 of CEQA and Section 15162 of the State CEQA Guidelines). Discussion should include reference to the previous documents and identification of mitigation measures incorporated from those previous documents. Where applicable, this box should be checked in addition to one indicating significance of the potential environmental impact.

1.	AESTHETICS:	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Have a substantial adverse effect on a scenic vista?				X	
b.	Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within view of a state scenic highway?				X	
c.	Substantially degrade the existing visual character or quality of the site and its surroundings?				X	
d.	Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X	

Impact Discussion:

The proposed language changes to the FSC and C-2 Zones will not change the existing design review process nor will those changes result in any significant negative impacts on aesthetics. Each project involving new buildings as well as modifications to existing buildings would require the architectural review standards, including Zoning requirements, Historic Downtown Revitalization Plan, First Street Corridor and other plans currently applicable to that location.

The specific CUP proposed for 218 North First Street, said facility is being proposed to occupy a long-vacant aging former tomato packing plant. The proposed remodel of the building includes very limited exterior changes, including the addition of windows and awnings along the First Street frontage. The remodel only applies to the middle portion of a long series of connected buildings. The ends of the building will remain vacant until some future use is proposed for those vacant areas. Said improvements will result in an improved exterior appearance of the building. While the proposed building design is not consistent with the Historic Downtown Revitalization Plan, it does improve the appearance of an old warehouse and packing plant.

Additionally, the farmworker housing use is anticipated to be of limited duration at 218 N. First Street. It is likely that the building, after the term of the CUP has expired (estimated to be a period of five years), will be converted and/or redeveloped to another use allowed in the FSC zone such as visitor serving commercial, offices or other similar use. Those future uses may involve the additional remodel and subsequent architectural improvement of the appearance of the buildings, more consistent with the Historic Downtown Revitalization Plan design standards. The proposed project at 218 N. First Street will not impact the potential

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future architectural improvement of the site and surrounding area. (Figure 15 (Downtown Revitalization Plan and Downtown Addition Specific Plan) shows artist concept for potential building frontages in future remodels or redevelopment of the site)

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts on aesthetics nor will it change any of the applicable plans for the area, including the Historic Downtown Revitalization Plan, the First Street Master Plan, the Downtown Addition Plan or the proposed plans for the nearby Multi-Modal Transit Center..



Figure 15. Artist Concept of Future Appearance of Site as Viewed from First Street, looking eastward along the possible future alignment of the extension of Broadway (Historic Downtown Revitalization Plan and Downtown Addition Specific Plan)

2.	AGRICULTURAL RESOURCES:	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	<p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.</p> <p>Would the project:</p>					
a.	Convert prime farmland, unique farmland, or farmland of statewide importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X	
b.	Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X	

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c.	Involve other changes in the existing environment, which, due to their location or nature could result in conversion of farmland, to non-agricultural use?				X	
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Impact Discussion:

The proposed language changes to the FSC and C-2 Zones will not impact agricultural uses. None of the FSC and C-2 area is developed with agricultural uses. The provision of potential farmworker housing will provide a net benefit for local farm and ranch owners by encouraging additional farmworkers to live in close proximity to local farms and ranches. The proposed change will be a positive impact on agriculture. In addition, the 2007 Housing Element encourages the addition of farmworker housing.

The proposed CUP for Farmworker housing at 218 N. First Street is proposed to be for H2A farmworkers who are proposed to be bused or driven in van pools to nearby farms and ranches. The proposal will have a positive impact on agriculture.

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

3.	AIR QUALITY	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Conflict with or obstruct implementation of the applicable air quality plan?			X		
b.	Exposure of sensitive receptors to substantial pollution concentrations (emissions from direct, indirect, mobile and stationary sources)?			X		
c.	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X		
d.	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?			X		
e.	Create objectionable smoke, ash, dust or odors affecting a substantial number of people?			X		

Impact Discussion:

The proposed language changes to the FSC and C-2 Zones will not change the standards applying to the protection of the public from dust or other air quality standard. In addition, the changes to allow farmworker housing, if it is in the form of apartment units, is not anticipated to have any greater impact than the Multi-Family Four-Plex or Larger residential use that is already permitted in the FSC and C-2 Zone under a CUP.

The proposed CUP for Farmworker housing at 218 N. First Street is proposed to be for H2A farmworkers who are not anticipated to include any significant grading. Therefore, dust is not anticipated to be a significant issue at the project site for 218 N. First Street.

Mitigation Measure No. 3.a, b, c, d and e: Proposed grading required for any future project in the FSC and C-2 Zones will include a condition of approval that reduces the potential of dust during grading and construction. Measures shall include, as appropriate, the following criteria:

- a) Open graded areas shall be watered daily, especially during dry weather periods.
- b) Excavation and grading shall be suspended during periods when winds exceed 15 miles per hour, averaged over one hour, if watering activities are inadequate to control airborne dust.
- c) Natural vegetation shall be protected wherever feasible.

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- d) Dirt stockpile areas shall also be protected from dust and rainfall erosion by a measure deemed appropriate by the City Engineer.
- e) As soon as feasible, open dirt areas shall be planted and mulched to protect against dust and rainfall erosion.
- f) Adjacent streets shall be swept to prevent dust pollution during dry periods and mud during wet periods.

4.	BIOLOGICAL RESOURCES	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California department of Fish and Game or U.S. Fish and Wildlife Service?				X	
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of fish and Game or U.S. Fish and Wildlife service?				X	
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc) through direct removal, filling, hydrological interruption, or other means?				X	
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X	
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X	
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?				X	

Impact Discussion:

The FSC and C-2 zoned areas are located within the built-up area of the City and do not include areas of rare or endangered plant or animal species. No impacts are anticipated.

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

5.	CULTURAL RESOURCES	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?			X		
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?			X		
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X		

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d.	Disturb any human remains, including those interred outside of formal cemeteries?			X		
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Impact Discussion:

The FSC and C-2 Zoned area is predominantly developed with less than 20 acres of vacant land. There are no known archaeological sites on or near the FSC or C-2 Zoning Districts. However, should resources be discovered in the review of future projects, those resources would be required to be protected in a manner consistent with State and local laws. In the event that historical, paleontological or archaeological resources are discovered during demolition or grading. All work will be required to stop and the resources shall be evaluated by qualified professionals in those fields.

The development of each future project will be so conditioned:

Mitigation Measure No. 5.a, 5.b, 5.c, 5.d: Cultural Resources: In the event of an accidental discovery or recognition of any human remains, archaeological resources, paleontological resources or historical resources on the project site, if said resources are found during excavation or construction, work will be halted at a minimum of 30 feet from the find and the area will be staked off. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie cultural resources, paleontological resources, historical resources or, in the case of adjacent human remains until the coroner of Monterey County is contacted to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American the coroner shall contact the Native American Heritage Commission within 24 hours. A qualified professional (to be hired by the applicant and accepted by the City) in cultural resources, paleontological resources or historical resources shall evaluate the resources discovered at the site and provide recommendations for disposition of those resources. In the case of human remains, the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent ("**MLD**") from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or it's authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or it's authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner."

6.	GEOLOGY /SOILS	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant or Not Applicable	Impact Reviewed in Previous Document
	Would the project:					
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				X	
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Publication 42)				X	
ii)	Strong Seismic ground shaking?				X	
iii)	Seismic-related ground failure, including liquefaction?				X	
iv)	Landslides?				X	
b.	Result in substantial erosion or the loss of topsoil?				X	
c.	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X	

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d.	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X	
e.	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X	

Impact Discussion:

The proposed language changes to the FSC and C-2 Zoning Districts will not affect geology or soils. Buildings will continue to be required to meet the requirements of the seismic location which depends on soil conditions, proximity of ground water, potential for ground motion and other factors. Certain buildings, such as hospitals and schools, may be required to meet more strict structural criteria as defined by the building code.

The valley is generally described as having quaternary deposits according to the State of California Department of Conservation "Geologic Map of California." Quaternary means "belonging to the geologic time, system of rocks, or sedimentary deposits of the second period of the Cenozoic Era, from the end of the Tertiary Period through the present, characterized by the appearance and development of humans and including the Pleistocene and Holocene epochs." (Source: Free Dictionary website.) The Salinas Valley is made up of primarily alluvial soils deposited over time by the periodic flooding processes of the Salinas River and its tributaries. In this sense, flooding is normal and beneficial process in which soils are built up in valley floors.

The City of King is located in the Salinas Valley between the Santa Lucia and Gabilan mountain ranges which is a broad basin filled with several thousand feet of sediment. The City is within close proximity to numerous fault lines, the most prominent being the San Andreas east of the City and the Rinconada to the west. According to the AMBAG 2035 MTP/SCS and RTPs for Monterey, San Benito, and Santa Cruz EIR, Section 4.7 Geology and Soils Section, Monterey County "is susceptible to high levels of groundshaking due to the numerous active faults which pass through or border the area. The portions of Monterey County with the highest susceptibility to ground-shaking are the lower Salinas Valley (northward from the City of Gonzales), the peninsular area from Carmel to the Santa Cruz County line, and in the southeast around Parkfield." According to the EarthquakeTrack.com, in 2013, there were 754 earthquakes of magnitude 1.5 or larger in the region near the City of King, with 63 earthquakes within the past month (at the time of the preparation of this Initial Study). Most of those earthquakes have occurred east of Gonzalez, Soledad, Greenfield and City of King in clusters along the San Andreas Fault which parallels the Salinas Valley.

Future major earthquakes in or near the City of King appear likely. Local building standards require each structure to be designed to meet building code standards.

The proposed remodel of 218 N. First Street is primarily within an existing older tomato processing plant. The capability of that building to meet applicable standards will be considered during the building permit review.

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

7. HAZARDS/HAZARDOUS MATERIALS		Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project:						
a.	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X		
b.	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X	

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c.	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X	
d.	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?				X	
e.	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X	
f.	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X	

Impact Discussion:

7.a The Envirostor Geotracker website indicates two identified subsurface sites near the FSC and C-2 Zoned area. The location of each future project is not known at this time. To ensure that no subsurface contamination has occurred, each site should be evaluated for the potential for subsurface pollution.

Mitigation Measure No. 7.a: Environstor Geotracker evaluation should be conducted prior to each future project. If existing unknown subsurface contamination is discovered in the review or construction phase of a project, work shall cease and the contamination shall be remediated in a manner acceptable to California Environmental Protection Agency and the California State Water Resources Control Board. Subsurface contamination is often not evident on the surface. The Environstor Geotracker system can identify sites and determine what measures, if any, are required to mitigate subsurface contamination.

8.	HYDROLOGY/WATER QUALITY	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Violate any water quality standards or waste discharge requirements?				X	
b.	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X	
c.	Substantially alter the existing drainage pattern on the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site?			X		
d.	Substantially alter the existing drainage pattern on the site or area, including through the alteration of the course of a stream or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?			X		
e.	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff or fail to meet the new CCRWQCB standards for stormwater control?				X	
f.	Otherwise substantially degrade water quality?				X	

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g.	Place housing within a 100-year flood hazard area as mapped on a federal flood hazard boundary or flood insurance rate map or other flood hazard delineation map?				X	
h.	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X	
i.	Inundation by seiche, tsunami, or mudflow?				X	

Impact Discussion:

8.c and d: Grading and development in the FSC and C-2 Zones may create impacts on surface stormwater quality. Developers are required to meet all measures for stormwater pollution control, waste management, and provide public utility connections that comply with the City and other service providers including the requirements of Municipal Code Section 17.56.100 Stormwater Pollution Prevention. These standards protect against stormwater pollution during the grading, construction and post construction stages of each project. As long as projects meet the City and State requirements for pollution prevention, additional mitigation measures are not necessary.

In regards to the project proposed at 218 N. First Street, work is proposed to occur within existing structures. The City Engineer would determine the applicability of standards protecting against pollution are met.

Mitigation Measure No. 8.c and d: Grading, excavation and construction require measures to protect erosion and protect that runoff leaving each site. In addition, projects are required to meet, as applicable, the all standards contained in Municipal Code Section 17.56.100.

9.	LAND USE AND PLANNING	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:				X	
a.	Physically divide an established community?				X	
b.	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X	
c.	Conflict with any applicable habitat conservation plan or natural community conservation plan?				X	

Impact Discussion:

The proposed changes add the potential for farmworker housing in the FSC and C-2 Zoning Districts. This use is encouraged in the Housing Element and will result in no substantial negative impacts..

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

10.	NOISE	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
	Would the project:					
a.	Expose people to, or generate, noise levels exceeding established standards in the local general plan, coastal plan, noise ordinance or other applicable standards of other agencies?			X		
b.	Expose persons to or generate excessive ground borne vibration or ground borne noise levels?			X		

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c.	Cause a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X	
d.	Cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X	

Impact Discussion:

The Noise Element (Figure 10 Noise Contour Map) identifies several corridors as high noise levels requiring measures to reduce noise for occupants of residential housing. The proposed changes to the FSC and C-2 Zones may expose farmworker residents who occupy any housing facility within the identified corridors to unacceptable noise levels. Noise corridors include First Street and the Union Pacific Railroad.

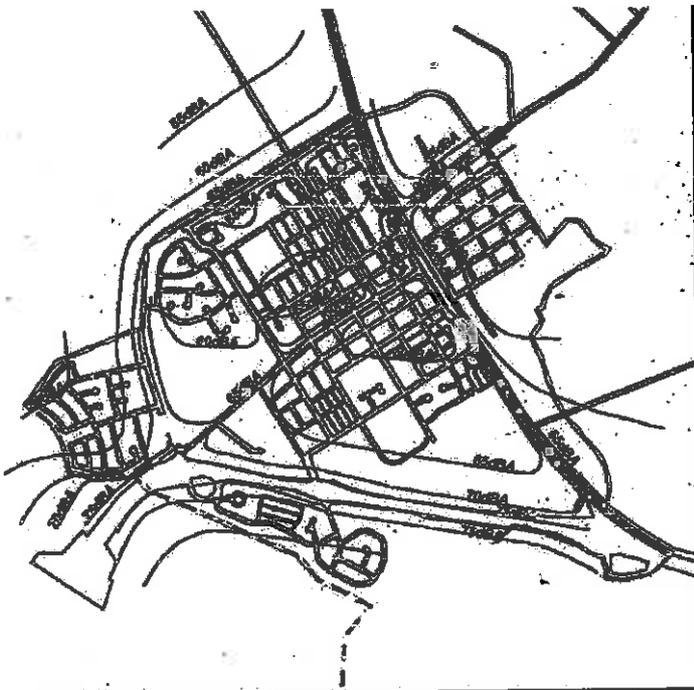


Figure 10. Noise Contours, 2005

Proposed Mitigation Measures:

Mitigation Measure No. 10.a and b: In a similar environmental evaluation for residential uses along the Union Railroad corridor at Mills Ranch development, measures to reduce noise for occupants of residential housing were identified. Projects, either standard residential units or facilities for the purpose of occupancy of farmworkers, shall incorporate measures similar to those for Mills Ranch if noise levels at the boundaries of the property exceed those identified in the Noise Element and Municipal Code Section 17. 56.030. Examples of noise mitigation used to protect occupants from excessive noise include building insulation, sound transmission reduction windows, sound walls and other typical measures.

In the case of 218 N. First Street, a sound wall would be impractical. The potential feasible measure to reduce noise along the Union Pacific Railroad would be building insulation and the prevention of windows along the building exterior facing the Railroad tracks.

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11. POPULATION AND HOUSING		Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project:						
a.	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X	
b.	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X	
c.	Induce substantial growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (e.g. through extension of roads or other infrastructure)?				X	

Impact Discussion:

The proposed changes to the FSC and C-2 Zoning Districts will not significantly impact population or housing. Both categories already allow multi-family development with a CUP. The proposed addition of farmworker housing will be similar to the use already included in the FSC and C-2 Zones with a CUP.

In addition, farmworker housing is encouraged within the Housing Element. Furthermore, farmworker housing is acutely needed within and near King City to provide housing for those working in agriculture.

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

12. PUBLIC SERVICES		Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project result in a substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:						
a.	Fire protection?				X	
b.	Police protection?				X	
c.	Schools?				X	
d.	Parks or other recreational facilities?				X	
e.	Other governmental services?				X	

Impact Discussion:

The proposed changes to the FSC and C-2 Zoning District categories will not require significantly greater public services than those uses that are currently allowed under the existing criteria.

It should be noted that buildings may be required to additional fire sprinkler systems as specified by fire standards.

13. RECREATION		Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project:						

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

a.	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X	
b.	Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				X	

Impact Discussion:

The proposed changes to the FSC and C-2 Zoning Districts will not impact recreational services any more than multi-family residential uses already allowed within those Districts within the City of King. It is anticipated that large facilities may be required to provide on-site recreation facilities for the farmworker residents.

The proposed remodel of 218 N. First Street includes a small recreation yard for the farmworker residents. This recreation yard will reduce the impact of the future residents in the facility on other public City parks and recreation facilities.

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

14. TRANSPORTATION/CIRCULATION		Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project:						
a.	Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e. result in a substantial increase in either the number of vehicle trips, the volume to capacity ration on roads, or congestion at intersections)?				X	
b.	Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X	
c.	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X	
d.	Substantially increase hazards due to a design feature (e.g. limited sight visibility, sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X	
e.	Result in inadequate emergency access?				X	
f.	Result in inadequate parking capacity?				X	
g.	Conflicts with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)?				X	

Impact Discussion:

Future uses, including farmworker housing, in the FSC and C-2 Zoning Districts will continue to be required to meet all access and parking requirements of the City. The changes are not anticipated to create significant impacts to traffic or the street system.

The proposal for the remodel for farmworker housing at 218 N. First Street is likely to have a smaller impact on traffic and parking than other potential uses within this building. The residents at 218 N. First are not anticipated to have personal vehicles. They will be bused or taken in van pools to farms near King City. They likely will walk or use bicycles to get around town. The impact on traffic from this proposed project at 218 N. First Street will be less than significant.

In addition, the proposed project design for 218 N. First Street does not preclude the future potential extension of Broadway Street as planned for the Downtown Addition Specific Plan circulation system.

Proposed Mitigation Measures:

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

None necessary. The proposed language changes will not have any significant impacts.

15. UTILITIES & SERVICE SYSTEMS		Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Would the project:					
a.	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b.	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c.	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d.	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?		X		
e.	Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g.	Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Impact Discussion:

15.d The proposed changes to the FSC and C-2 Zoning Districts are not projected to be any greater than the uses already identified in those zones. The change will be less than significant. Fire water supply is also required for buildings.

Water for the FSC and C-2 Zoned area is provided by Cal Water. From the 2010 Water Management Plan for Cal Water Service: "The water supply for the King City District is very reliable. Even in drought years there has always been sufficient supply to meet demand.. Because of the reasons outlined earlier in this chapter, Cal Water makes the assumption that an adequate supply will be available to its customers in all years.. According to well level records, the groundwater level has been consistent over time."

Proposed Mitigation Measures:

None necessary. The proposed language changes will not have any significant impacts.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

V. INFORMATION SOURCES:

A. County/City/Federal Departments Consulted:

- Envirostor GIS Geotracker subsurface contamination sites
- California Water Services Company
- City Department Heads and staff
- Monterey County Environmental Hazards

B. General Plan

- | | |
|---|---|
| <input checked="" type="checkbox"/> Land Use Element | <input checked="" type="checkbox"/> Conservation Element |
| <input checked="" type="checkbox"/> Circulation Element | <input checked="" type="checkbox"/> Noise Element |
| <input checked="" type="checkbox"/> Seismic Safety/Safety Element | <input checked="" type="checkbox"/> First Street Corridor Master Plan |
| <input checked="" type="checkbox"/> Zoning Ordinance | <input checked="" type="checkbox"/> Housing Element |
| <input checked="" type="checkbox"/> Economic Development Element | <input checked="" type="checkbox"/> Historic Corridor Revitalization Plan and Form Based Code |
| _____ | _____ |

C. Other Sources of Information

- | | |
|--|---|
| _____ Field work/Site Visit | <input type="checkbox"/> NA Ag. Preserve Maps |
| _____ Calculations | <input checked="" type="checkbox"/> Flood Control Maps |
| <input checked="" type="checkbox"/> Project Area History | <input checked="" type="checkbox"/> Other studies, reports |
| <input type="checkbox"/> NA Traffic Study | <input checked="" type="checkbox"/> Archaeological reports previous studies |
| <input checked="" type="checkbox"/> Records | <input checked="" type="checkbox"/> Seismic activity website information |
| <input checked="" type="checkbox"/> Zoning Maps | <input checked="" type="checkbox"/> Waste disposal sites |
| <input checked="" type="checkbox"/> General Plan Map | <input checked="" type="checkbox"/> Other websites and technical studies |
| _____ | _____ |
| _____ | |

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

VI. MANDATORY FINDINGS OF SIGNIFICANCE (Cal. Pub. Res. Code §15065)

A project may have a significant effect on the environment and thereby require a focused or full environmental impact report to be prepared for the project where any of the following conditions occur (CEQA §15065):

	Significant	Unknown Potential Significant	Potential Significant And Mitigated	Not Significant	Impact Reviewed in Previous Document
Potential to degrade: Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X	
Cumulative: Does the project have impacts that are individually limited but cumulatively considerable? (Cumulatively considerable means that incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X	
Substantial adverse: Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?				X	

a. The proposed changes to the FSC and C-2 Zoning District use criteria list do not have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species. It is possible during grading and construction activities that unknown cultural resources may be unearthed, which may result in a potentially significant impact. Implementation of the mitigation measures for Cultural Resources would ensure the proposed project would not eliminate important examples of the major periods of California history or prehistory.

b. During construction related activities of land uses permitted under the proposed changes to the FSC and C-2 Zones, the proposed changes would have the potential to generate storm-related runoff pollutants. Future projects will be required to prepare a plan that addresses all potential pollutants, including but not limited to soil erosion and sediment, and that plan shall be followed during grading and construction as well as maintained for the entire term of the use of the properties within the District. Other measures to address the protection against all subsurface and surface pollution shall be implemented during construction and for the full duration of the use of the properties.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

c. The proposed changes to the FSC and C-2 Zoning Districts that could potentially result in construction dust and equipment exhaust emissions, and noise will be required to reduce dust and emissions to reduce substantial adverse effect on human beings to less than significant levels.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

VII. INITIAL STUDY DETERMINATION

On the basis of the Initial Study evaluation:

I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. **A MITIGATED NEGATIVE DECLARATION** will be prepared

I find that the proposed project **MAY** have limited and specific significant effect on the environment, and a **FOCUSED ENVIRONMENTAL IMPACT REPORT** is required.

I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

Initial Study Determination With Public Hearing

Initial Study Determination Without Public Hearing

Previous Document:

Initial Study Project Evaluator:

Donald J. Funk CPESC, QSD/QSP

Signature

February 9, 2016

Initial Study Date

Printed Name

City of King
Lead Agency

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

VIII. MITIGATION MONITORING AND REPORTING PROGRAM OF THE MITIGATED NEGATIVE DECLARATION

Following are the mitigation measures that have been incorporated into the FSC and C-2 District standards and will reduce the potential impacts of the project to less than significant. Each of these mitigation measures are to be incorporated into the revised FSC and C-2 Zoning District language.

In addition, as applicable, said mitigations will be applied to the proposed Conditions of Approval of the proposed farmworker housing project located within a part of an existing building at 218 North First Street.

Mitigation Measure No. 3.a, b, c, d and e (Applicable to any project in the FSC and C-2 Zones where grubbing, grading, excavation and construction occurs. This condition would apply to the CUP at 218 N. First Street if any grading or trenching is proposed at that project): Proposed grading required for any future project in the FSC and C-2 Zones will include a condition of approval that reduces the potential of dust during grading and construction. Measures shall include, as appropriate, the following criteria:

- a) Open graded areas shall be watered daily, especially during dry weather periods.
- b) Excavation and grading shall be suspended during periods when winds exceed 15 miles per hour, averaged over one hour, if watering activities are inadequate to control airborne dust.
- c) Natural vegetation shall be protected wherever feasible.
- d) Dirt stockpile areas shall also be protected from dust and rainfall erosion by a measure deemed appropriate by the City Engineer.
- e) As soon as feasible, open dirt areas shall be planted and mulched to protect against dust and rainfall erosion.
- f) Adjacent streets shall be swept to prevent dust pollution during dry periods and mud during wet periods.

Implementation Party: Applicant/Owner/Developers of each future development site

Enforcement Agency: City of King and Air Pollution Control District

Timing: Measures to be implemented during development stage of the project.

Implementation Responsibility: Cost and materials are responsibility of Applicant/Owner

Mitigation Measure No. 5.a, 5.b, 5.c, 5.d: Cultural Resources (Applicable to any project in the FSC and C-2 Zones where grubbing, grading, excavation and construction occurs. This condition would apply to the CUP at 218 N. First Street if any grading or trenching is proposed at that project): In the event of an accidental discovery or recognition of any human remains, archaeological resources, paleontological resources or historical resources on the project site, if said resources are found during excavation or construction, work will be halted at a minimum of 30 feet from the find and the area will be staked off. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie cultural resources, paleontological resources, historical resources or, in the case of adjacent human remains until the coroner of Monterey County is contacted to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American the coroner shall contact the Native American Heritage Commission within 24 hours. A qualified professional (to be hired by the applicant and accepted by the City) in cultural resources, paleontological resources or historical resources shall evaluate the resources discovered at the site and provide recommendations for disposition of those resources. In the case of human remains, the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent ("**MLD**") from the deceased Native American. The MLD may then

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or it's authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a MLD or the MLD failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or it's authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner."

Implementation Party: Applicant/Owner/Developers of each future development site

Enforcement Agency: City of King

Timing: Primarily during the grading portion of the project, including the excavation of foundations, pipelines, underground utilities and other similar excavation.

Implementation Responsibility: Cost and materials are responsibility of Applicant/Owner

Mitigation Measure No. 7.a (Applicable to any project in the FSC and C-2 Zones where grubbing, grading, excavation and construction occurs. This condition would apply to the CUP at 218 N. First Street if any grading or trenching is proposed at that project): Environstor Geotracker evaluation should be conducted prior to each future project. If existing unknown subsurface contamination is discovered in the review or construction phase of a project, work shall cease and the contamination shall be remediated in a manner acceptable to California Environmental Protection Agency and the California State Water Resources Control Board. Subsurface contamination is often not evident on the surface. The Environstor Geotracker system can identify sites and determine what measures, if any, are required to mitigate subsurface contamination.

Implementation Party: Applicant/Owner/Developers of each future development site

Enforcement Agency: State of California

Timing: Prior to grading.

Implementation Responsibility: Cost and materials are responsibility of Applicant/Owner

Mitigation Measure No. 8.c and d (Applicable to any project in the FSC and C-2 Zones where grubbing, grading, excavation and construction occurs. This condition would apply to the CUP at 218 N. First Street if any grading or trenching is proposed at that project): Grading, excavation and construction require measures to protect erosion and protect that runoff leaving each site. In addition, projects are required to meet, as applicable, the all standards contained in Municipal Code Section 17.56.100.

Implementation Party: Applicant/Owner/Developers of each future development site

Enforcement Agency: City of King

Timing: Erosion and sediment control plans and other pollution control plans are required prior to any grubbing, grading, excavation or construction. Measures to prevent erosion and sediment shall occur during the entire period of grubbing, grading, excavation and construction. Measures for on-going pollution control and water quality protection shall be on-going for the life of the project.

Implementation Responsibility: Cost and materials are responsibility of Applicant/Owner

Mitigation Measure No. 10.a and b (Applicable to any project in the FSC and C-2 Zones where the project is located within the 55 or higher dBA contours on the Noise Element Noise Contour Map.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

This condition will apply to the CUP at 218 N. First Street because it is a residential use proposed in close proximity to First Street and the Union Pacific Railroad): In a similar environmental evaluation for residential uses along the Union Railroad corridor at Mills Ranch development, measures to reduce noise for occupants of residential housing were identified. Projects, either standard residential units or facilities for the purpose of occupancy of farmworkers, shall incorporate measures similar to those for Mills Ranch if noise levels at the boundaries of the property exceed those identified in the Noise Element and Municipal Code Section 17. 56.030. Examples of noise mitigation used to protect occupants from excessive noise include building insulation, sound transmission reduction windows, sound walls and other typical measures.

In the case of 218 N. First Street, a sound wall would be impractical. The potential feasible measure to reduce noise along the Union Pacific Railroad would be building insulation and the prevention of windows along the building exterior facing the Railroad tracks.

Implementation Party: Applicant/Owner/Developers of each future development site

Enforcement Agency: City of King

Timing: Improvements would be installed prior to any residential occupancy or other occupancies as required by Municipal Code.

Implementation Responsibility: Cost and materials are responsibility of Applicant/Owner

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

Attachment A

Addition of "farmworker housing" in the table of uses for the FSC Zone

4.7 ALLOWED LAND USES AND PERMIT REQUIREMENTS

LAND USE TYPE ^{1,2,3}	ZONE		
	FSC	VC	VB
Recreation, Education & Public Assembly			
Commercial recreation facility - indoor			
• < 1,500 sf	P	P	P
• > 1,500 sf	UP	-	UP
Health/fitness facility			
• < 1,500 sf	P	P	P
• > 1,500 sf	UP	-	UP
Library, museum, or art gallery			
Meeting facility, public or private			
Park, playground			
School, public or private			
Studio, art, dance, martial arts, music, etc.			
• < 1,500 sf	P	P	P
• > 1,500 sf	UP	UP	UP
Theater, cinema, or performing art			
• <5000 sf	P	P	UP
• >5000 sf	UP	UP	-
Residential			
• Ancillary building			
	P	P	P
Dwellings:			
• Single family	-	-	P
• Multi-family - Rowhouse	-	-	P
• Multi-family-Duplex	-	-	P
• Multi-family-Triplex	-	-	P
• Multi-family - Fourplex or larger	UP	-	P
Group Homes:			
• Six (6) or fewer resident	P ⁴	P ⁴	P
• Seven (7) or more residents	P ⁴	P ⁴	UP
• Live/work unit	P ⁴	P ⁴	P
• Mixed-use project residential component	P ⁴	P ⁴	P ⁴
<u>Farmworker housing</u>			
	<u>CUP</u>	-	-
Retail			
• Artisan shop			
	P	P	P
• Bar, tavern, night club			
	UP	UP	-
• Farmers market*			
	UP	UP	UP
• General retail, except with any of the following features:			
○ Alcoholic beverage sales, off-premise	UP	UP	UP
○ Floor area over 8,000 sf	UP	UP	-
○ Onsite production of items sold	UP	UP	-

1. A definition of each Land Use Type can be found in the Glossary.
 2. Similar uses permitted or conditionally permitted, as determined by the Director or the Planning Commission to be of the same general character as the listed uses.
 3. Drive-thrus are not allowed with any use in any Zoning District.
 4. Residential allowed on upper floors only.
- *See Section 4.9 (Miscellaneous Standards) for additional standards.

4.7 ALLOWED LAND USES AND PERMIT REQUIREMENTS

LAND USE TYPE ^{1,2,3}	ZONE		
	FSC	VC	VB
○ Operating between 9 p.m. and 7 a.m.	UP	UP	-
● Neighborhood Market <8,000 sf	P	P	UP
● Nursery <10,000 sf	UP	-	-
● Restaurant, cafe, coffee shop	P	P	UP
Services: Business, Financial, Professional			
● ATM or bank	P	P	P
● Business support service	P	P	P
● Medical services: Clinic, urgent care	UP	-	UP
● Medical services: Doctors office	P	P	P
● Medical services: Extended care	P	-	P
● Office: Business, service	P	P	P
● Office: Professional, administrative	P	P	P
● Financial services	P	P	P
Services: General			
● Bed & Breakfast			
○ Four (4) guest rooms or less		-	P
○ Greater than 4 guest rooms	UP	-	UP
● Child day-care center	P	-	P
● Child day-care center: Large family day-care homes	P	-	P
● Child day-care center: Small day-care homes	P	-	P
● Lodging	P	UP	UP
● Personal Services	P	P	P
Transportation, Communication, Infrastructure			
● Parking facility, public or private	UP	UP	UP
● Train/multi-modal depot	UP	UP	-
● Wireless telecommunication facility	UP	UP	-

1. A definition of each Land Use Type can be found in the Glossary.
 2. Similar uses permitted or conditionally permitted, as determined by the Director or the Planning Commission to be of the same general character as the listed uses.
 3. Drive-thrus are not allowed with any use in any Zoning District.
 4. Residential allowed on upper floors only.
- *See Section 4.9 (Miscellaneous Standards) for additional standards.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

Letter from Steve Scaroni to King City Police Chief Anthony Sollecito



Dear Chief Anthony J. Sollecito:

Thank you for your questions regarding our project to convert the Meyer tomato packing shed for use as H-2A housing.

During the past 11 years, we have utilized the H-2A program for temporary agricultural workers in order to provide the needed labor for our various customers in both Arizona and California. A major component of the H-2A program is that we must provide housing for these employees.

In 2015, we managed and operated over 26 housing units, 8 different motels and 5 labor camps throughout Arizona and California in order to house these employees under the H-2A program.

Your questions and concerns can best be addressed by understanding the philosophy of how we run this program:

1. Because of the nature of the program, we impose some very strict and rigid rules for those living in our housing projects.

1.1 The H-2A employees sign a contract with us which lists our rules, which include: no drinking, no drugs and no problem rules in all of our housing units. We believe these issues, with which you may also agree, are the gateway to bigger problems.

1.2 Although each H-2A employee signs a document listing these rules as part of their contract for employment under the H-2A program, knowing the rules does not guarantee that said rules are always followed. Thus, we have a ZERO tolerance policy in order to enforce and bring teeth to our rules. Any employee found breaking these rules is immediately sent back to Mexico.

1.3 Furthermore, said employee is also "blackballed" from our system whereby they will not be able to return to any future employment opportunity with us.

2. We have a housing team dedicated only to our housing, maintenance and security projects. They continually monitor whether all employees are following the rules. We

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exercise as much control and supervision as allowed under the H-2A program and the laws of the jurisdiction.

3. All of our housing projects have an in-house supervisor, as will this project, who will be on-site at all times and monitor the conduct of our employees.

4. However, with that being said, these people are recruited for their work skills and effort. They are here to work. We are very disciplined in our recruiting process and have been successful in that a high percentage of the people who come to the US under our program are focused on working and making money to send home to better their life as well as the life of their families in Mexico.

5. As the owner of the company, I am personally involved in the recruitment and selection of the workers. Our recruitment process places a high priority on integrity and character of the people we recruit in Mexico for the US H-2A program.

6. Our experience has been, as well as the experience of our landlords, is that once these H-2A employees arrive at the housing in the evening, they are tired and are looking forward to a hot shower, a good meal and sleep in order to get ready for the next work day. (please see attached reference letter)

7. We have also learned that our H-2A employees, for the most part, are good neighbors and spend money in the communities and neighborhoods in which they are living. We are anticipating a substantial and noticeable bounce in Tax revenue and business with the local merchants around the Meyer building once we have these H-2A employees living in the Meyer project.

8. I, along with my sons, Matt and David, as well as my Chief Operating Officer, Leticia Ridaura, are extremely hands-on business operators. You will have our cell phone numbers and we are available 24/7 to personally assist to solve any problems you may have with our H-2A employees in your communities.

9. We will also install video surveillance cameras which will be monitored in our 24/7 Dispatch Center in Heber, California.

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10. We will have on-site security during the off-season. An alarm system and video camera system will also be in operation during the off season.

11. By law, we cannot impose curfews on the people while they are contractually obligated to work for us. They still have the freedom afforded them like any other person working and living in the US. However, as I have stated, our H-2A employees know that we take a dim view of bad conduct and being bad neighbors to the communities in which we live and operate. They know such conduct will be cause for termination and/or the very least, not being invited back to this program.

The proposition that they may not be invited back the following year alone is very compelling as our program pays these people more for one hour of work, plus free housing, than they make in one day in Mexico.

Best Regards,

Steve Scaroni

President

(760) 592-2300

Cell : (760) 427 4000

steve@vegpacker.com

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WESLEY BEEBE ARCHITECTURE

PROJECT DESCRIPTION

David Gill and Steve Scaroni
218 N. First Street

PROJECT: Conversion of existing 36,712 sq. ft., warehouse building to a Dormitory style complex housing 216 Employees.

Project location is a warehouse building located at 218 N. first in King City, ca.

The project is to take and convert a vacant warehouse and bring everything up to code and provide seasonal farm workers with a safe and clean living and working environment here in King City. This project would provide both desperately needed farm workers and it would improve housing and living conditions for many workers that are now living in garages or parked cars here in town.

The total site is 3.23 acres that was once used to process tomatoes. Total building size is 84,000 sq. ft. total. The project would use the middle portion of the building leaving warehouse space at each end.

The operation of the building would be from April – October of each year and remain vacant the rest of the year. The employees would be housed and given meals on site with restrooms and recreation facilities provided. Busses would transport the employees to work and back each day. Total bus trips would consist of at most 10 bus trips a day. Parking has been provided on site for a total of 44 spaces. There would be a live- in on site manager for the facility at all times.

The neighborhood consists of existing farming offices and farming warehouse operations and farming fabrication shops all this is located across the street on North First Street. Small retail commercial consisting of a convenience store and a walk-in laundry facility that would greatly benefit from a live –in population base next door.

Traffic on First Street would not be greatly affected by this project. The workers will be driven to the work sites in busses for a total of five to ten bus trips daily. The H2A program brings workers into this county from Mexico in busses and returns them to Mexico at the end of the season. Presently at other H2A sites in the State the need for large parking lots does not exist because the workers do

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not need or want to own cars.

The project would bring 216 customers to the city that would help generate more sales tax revenue. The season for the workers is from March to October they live and work and spend their money here. They do not impact the schools, Hospital of social welfare system.

The owners of this project David Gill and Steve Scaroni are willing to work with Smith –Monterey to allow the Broadway crossing to become reality at some time in the future as the market for Smith –Monterey project allows. The overall business plan for this project is for a Five to Seven year period after that time the present building would give way to future market needs.

If you have any questions please call

Wes Beebe

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

Example Noise Reduction Provisions at Mills Ranch

Final Conditions of Approval/Mitigation Measures

City Council Approved August 30, 2005

Mills Ranch General Plan Amendment/Specific Plan/Vesting Tentative Tract Map/Design Manual

Condition No. 86:

86. (MM 3.6-4a) During construction, the applicant shall install windows rated minimum Sound transmission Class (STC) 34, in all residential structures within 250 feet of the tracks. The STC 34 windows must contain at least one pane of laminated glass. All residential structures between 250 feet to 400 feet of the tracks, the project applicant shall install windows rated at a minimum STC 30. The

applicant shall install in all residential structures between 400 and 700 feet of the tracks STC 26 rated windows at minimum. Mechanical ventilation should be provided in all residential structures. Windows and doors should remain closed to ensure that noise levels can adhere to the 45 dB standard. Building plans shall be subject to review and approval by the City Engineer.

Negative Declaration and Initial Study, Proposed Changes to FSC and C-2 Zoning Districts for Farmworker Housing, including a CUP for 218 N. First Street for a farmworker housing facility.

Attachment B
CORRESPONDENCE



Item 9(G)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT FOR CONSULTANT SERVICES TO ASSIST CITY IN PREPARING MEDICAL MARIJUANA TAX MEASURE

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a consultant services agreement with HdL Companies in a form acceptable to the City Attorney in a not-to-exceed amount of \$18,750; and 2) appropriate \$20,000 for the services.

BACKGROUND:

When the Council approved the Ordinance allowing medical marijuana cultivation, processing and manufacturing, it was the intent to establish a tax to generate revenue from the medical marijuana businesses. It is recommended the tax measure be placed on the November 8th ballot. It will require a majority vote.

DISCUSSION:

Staff recommends consultant services be utilized to assist the City in preparing the ballot measure due to the unique nature of the measure and the fact that State regulations regarding this topic are so new and still changing. David McPherson with HdL Companies has been assisting a number of cities throughout California on this topic and is involved with the formulation of policy in Sacramento. Locally, he is working with both the cities of Gonzalez and Salinas.

A copy of his proposed scope of work is attached. It is proposed he provide services to assess the economics of the tax measure to assist in setting the rate and structure of the tax; review the City's ordinance and provide recommendations on potential changes that may be needed due to the direction

**CITY COUNCIL
CONSIDERATION OF AGREEMENT FOR CONSULTANT SERVICES TO
ASSIST CITY IN PREPARING MEDICAL MARIJUANA TAX MEASURE
MARCH 22, 2016
PAGE 2 OF 2**

of State regulations being developed by the Legislature; and to assist the City in drafting the ballot measure.

COST ANALYSIS:

The total cost of the proposal is \$18,750. An appropriation of \$20,000 is recommended in order to also address any related costs. The appropriation will add to the projected negative fund balance.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Approve staff's recommendations;
- 2) Do not approve the agreement, which will require the City to attempt to prepare the measure in house; or
- 3) Provide staff other direction.

Exhibits:

- 1) Proposal by HdL

Prepared and Approved by:



Steven Adams, City Manager

Exhibit No.

King City

Medical Marijuana Management Program

HdL Companies
1340 Valley Vista Dr., Suite 200
Diamond Bar, CA 91765
www.hdlcompanies.com

Contact:
David McPherson
909.861.4335
dmcpherson@hdlcompanies.com



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I. LETTER OF TRANSMITTAL

March 7, 2016

Mr. Steve Adams, City Manager
City of King City
212 S. Vanderhurst Ave.
King City, CA 93930

**Re: Proposal-Provide Subject Matter Expertise and Develop a Fiscal Analysis for
Medical Marijuana Businesses for the City of King City**

Dear Mr. Adams,

Thank you for the opportunity to present this proposal to provide subject matter expertise and develop a fiscal analysis for medical marijuana businesses in King City. HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Marijuana Management Program. The firm also provides a variety of enterprise software products for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 400 agencies in six states. The firm currently serves 44 counties, 339 cities and 79 transactions tax districts in California.

Of particular interest to you and your team is our knowledgeable team of professionals who have direct experience in the establishment and implementation of Medical Marijuana Regulatory Programs including cost recovery and structuring marijuana business tax fees.

Enclosed please find our detailed scope of services for HdL's Marijuana Management Program. We agree to adhere to the deliverable requirements for a total cost not to exceed \$18,750. However, this will be subject to an agreed upon project schedule between King City and HdL.

We look forward to the opportunity to partner with the King City in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact us at 909.861.4335 or by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The regulation, compliance and taxation of medical marijuana is complex and filled with challenging issues. Therefore, the objectives presented in this proposal are based on HdL's experience and the expectations and desired outcomes of the City. However, due to the ongoing evolution of the state's Medical Marijuana Regulation and Safety Act (MMRSA), HdL is agreeable to modifications to this scope of services as deemed necessary by both HdL and City staff. Amendments to this Scope of Services shall be made in writing and shall not constitute additional hours of work without proper compensation unless otherwise approved by the City and HdL.

The Scope of Services to be provided by HdL shall include:

- Establish an annual MMJ business regulatory fee to recover costs associated with administrative oversight of permitted MMJ facilities, conduct code/fire inspections, compliance and financial audits as well as other regulatory functions deemed necessary by the City;
- Provide City with technical and policy expertise related to the operations and understanding of the Cannabis Industry in order to ensure compliance with the Medical Marijuana and Safety Act (MMRSA) and all applicable local ordinances; and
- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses in order to develop a ballot initiative.

Cost Recovery and Revenue Fiscal Analysis

Cost Recovery

- Develop cost recovery fees to offset staff/consultant cost associated with the management oversight of permits. This will include the Conditional Use Permit and the annual regulatory permit. The initial application fee will not be included in this scope of service. However, it will be incorporated in a separate scope of service upon the adoption of the regulatory ordinance which will also include an application process.

Revenue Fiscal Analysis

- Prepare a fiscal revenue report identifying tax options for the various types of cannabis businesses which may be operating in the City in order to develop a ballot initiative.

Ballot Measure Support

- Provide City staff with technical support in developing a ballot initiative to tax the various medical marijuana categories;

- Review and provide recommendations for ballot language; and
- Provide technical support on the development of the business tax ordinance and implementation requirements.

III. COST

HdL's fee proposal is based on time, materials and travel expenses associated with the execution of the services. It is based on the current scope of services as outlined not to exceed \$18,750. This fee is based on the current requirements presented to HdL by City staff in order to meet these requirements and the following assumptions:

Scope of Service Objectives	Estimated Hours of Labor/Budget
Cost Recovery and Revenue Fiscal Analysis	75 hours / \$18,750
Total	75 hours / \$18,750

Cost Recovery and Fiscal Analysis

- Using its proprietary software and database, HdL will provide a fiscal analysis based on its understanding of cannabis industry trends, demographics and geographical location of the City.
- HdL will conduct one (1) fiscal analysis report which will include business tax and sales tax assumptions.

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Medical Marijuana Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 380 agencies in six states. The firm currently serves 44 counties, 339 cities and 79 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties, and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advance methodology provides for the most relevant, productive and responsive, revenue recovery, forecasting and economic services available.

Key Personnel

David McPherson is a Principal with HdL and will be the primary point of contact for this project. Prior to joining the firm he served 28 years in local government for the cities of Newport Beach, San Jose and Oakland. While working for the City of Oakland, he became the first Tax Administrator in the Country to successfully tax medical marijuana. David is one of the state's most recognized experts in cannabis horticulture, processing and dispensary operations. He uses his industry experience to assist local and state agencies in developing medical marijuana policies for regulation, compliance, auditing and economic development. David worked closely with the League of Cities and lobbyists on the development of AB 243, SB 243 and AB 266 which established the Medical Marijuana Regulation and Safety Act (MMRSA).

V. REFERENCES

Arturo Sanchez

Deputy City Administrator

City of Long Beach

Phone: (C) 510-325-2246

Email: Arturomsanchez@gmail.com

Greg Minor

Assistant to the City Administrator

City of Oakland

Phone: 510-238-6370

Email: gminor@oaklandnet.com

Tim Cromartie

Legislative Representative

League of California Cities

Phone (W) 916-658-8200

Email: Tcromartie@cacities.org

Matthew Eaton

Supervisory Investigator

Colorado Department of Revenue

Marijuana Enforcement Division

Phone (W) 303-866-3397

Phone (C) 303-408-0921

Email: matthew.eaton@state.co.us



Item 9(H)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF RESOLUTION AFFIRMING THE CITY'S COMPLIANCE WITH SB7

RECOMMENDATION:

It is recommended the City Council adopt a Resolution affirming the City's compliance with SB7.

BACKGROUND:

In 2015, the State of California Legislature passed SB7, which prohibited charter cities that do not require prevailing wage rates on public works projects above a certain cost from receiving any type of State funding. The bill was essentially a way for the State to circumvent the authority of charter cities to establish their own contracting policies. The League of California Cities led a law suit against the bill, arguing that it was unconstitutional. Currently, the case is still on appeal.

DISCUSSION:

The City has required the payment of prevailing wages in compliance with SB7. However, staff was recently notified by the Solid Waste Authority that they are being denied a grant on the basis that King City does not have a Resolution affirming compliance with SB7. Therefore, staff is recommending adoption of a Resolution to address this deficiency. The City may reevaluate the policy if the League of California Cities ultimately prevails in the lawsuit.

COST ANALYSIS:

There is no cost impact from the proposed action.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION AFFIRMING THE CITY'S COMPLIANCE
WITH SB 7
MARCH 22, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Adopt the Resolution;
- 2) Modify and adopt the Resolution
- 3) Do not adopt the Resolution; or
- 4) Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 16-_____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF KING VARIFYING
COMPLIANCE WITH SB7 AS IT RELATES TO
PREVAILING WAGE RATES ON CITY PROJECTS**

WHEREAS, the City Council of the City of King, a Charter city under California law, finds the need to confirm its compliance with the prevailing wage laws including SB7; and

WHEREAS, State Law as adopted through SB7 provides that all city contracts for public works shall require payment of the prevailing wage schedule, if a city is to maintain eligibility for State and Federal grant funding; and

WHEREAS, all cities in California shall comply with Article 2 of Chapter 1, Part 7, Division 2 of the California Labor Code and with California Administrative Code provision enacted pursuant to those Articles.

WHEREAS, the purpose of this Resolution is to ensure that the City of King remains eligible to receive funding for various projects from the State of California while preserving the City's ability to control the manner in which it contracts for municipal projects.

WHEREAS, The City Council of the City of King finds that SB7, adopted by the Legislature of the State of California in 2013, unconstitutionally conditions the ability of the City of King to receive funding from the State of California on the City's compliance with the state prevailing wage law for all local projects, even those that do not utilize state funding.

WHEREAS, The City Council of the City of King finds that such requirements will cause local projects, which do not involve any state funding and must therefore be paid for entirely from local funds, to increase in cost significantly, thereby constituting a detriment to the residents of the City of Tulare whose tax dollars are utilized for local projects.

WHEREAS, the City Council of the City of Tulare further finds that SB7 has been challenged by other cities on constitutional grounds, and such litigation is still pending a final appeal as of the adoption of this Resolution. The City Council finds that, as long as SB7 (Section 1782 of the California Labor Code) remains the law in California, the City intends to comply with SB7's conditions regarding local projects in order to continue to receive state funding on non-local projects. However if SB 7 is held to be invalid and inapplicable to Charter Cities, then the City of Tulare shall no longer be forced to apply the state prevailing wage law to local projects. In furtherance of these findings, it is intended that the provisions of this resolution cease to be applicable in the event that SB7 is found by a court of law in the State of California to be invalid or its enforcement and effect is stayed pending review by higher Court.

WHEREAS, all City contracts for public works shall require payment of the prevailing wage schedule and shall comply with Article 2 of Chapter 1, Part 7, Division 2 of the California Labor Code and with California Administrative Code provisions enacted pursuant to those Articles.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KING AS FOLLOWS:

A. **Payment of prevailing wages.** No City contract shall require payment of the prevailing wage schedule unless:

1. The prevailing wage is legally required, and constitutionally permitted to be imposed, by federal or state grants pursuant to federal or state law; or
2. The project is considered by the City Council not to be a municipal affair of the City; or
3. Payment of the prevailing wage schedule is authorized by resolution of the City Council.

Payment of the prevailing wage schedule, if authorized hereunder, shall use the pertinent rates published by the State of California.

B. **California Labor Code Compliance.** Unless otherwise required by law or the provisions of this Code, the City is not subject to the provisions of Articles 1, 1.5, or 2 of Chapter 1, Part 7, Division 2 of the California Labor Code, or with any provisions of the California Administrative Code enacted pursuant to those Articles.

C. **Volunteer Services.** The provisions of Section 1720.4 of the California Labor Code, excluding Subsection 1720.4(1)(C), shall be applicable in the City.

D. **Repeal or Suspension of Section in Event of Invalidity of State Law or Stay of Enforcement.**

- a. This Section shall no longer be of any force or effect upon the entry into the official records of the City of King of a final judgment invalidating Labor Code Section 1782 (Senate Bill Number 7 (2013)) entered in the matter of *City of El Centro et. al. v. Lanier et. al.* (San Diego Superior Court Case Number 37-2014-00003824-CU-WM-CTL, filed February 20, 2014) or any other action challenging said section. A statutory invalidation, for the purposes of this ordinance, includes a judgment finding that Senate Bill Number 7 (2013) (California Labor Code section 1782), and any amendments thereto, is not a matter of statewide concern and/or does not apply to the municipal affairs of any Charter City.
- b. This section shall not be given effect during the period of time that a judicial order staying the enforcement of S.B. 7 (2013) (California Labor Code section 1782) pending judicial review remains in effect, provided the order implementing such a stay is entered into the official records of the City of King.



Item 9(I)

REPORT TO THE CITY COUNCIL

DATE: MARCH 23, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: INTERIM POLICE CHIEF ANTHONY J. SOLLECITO
BY: INTERIM POLICE CAPTIAN DARIUS ENGLES
RE: LIQUIDATION OF SURPLUS CITY VEHICLES AND EQUIPMENT

RECOMMENDATION:

It is recommended the City Council direct the liquidation of surplus city owned vehicles and other obsolescent city equipment by auctioning the property to the highest bidder via a service entitled PROPERTYROOM.COM.

BACKGROUND:

As city owned vehicles become old and lose their serviceability it is most cost effective to sell the vehicles and recoup whatever value remains. The same can be said about outdated and obsolete equipment.

DISCUSSION:

While recouping the remaining value of used city vehicles and other equipment is desirable, it can be time consuming and, in the hands of an inexperienced sales person, errors in value and transfer can be made.

The company PropertyRoom.com sells used vehicles and other items no longer needed or wanted by government entities. They currently contract with over 3,000 local police departments and municipalities. The following is an excerpt from Wikipeda.com:

PropertyRoom.com handles the pickup, inspection, processing, refurbishing, listing, and the shipping of the merchandise provided by law enforcement and municipal clients. Instead of conducting traditional live auctions where bidder turnout tended to be low, police departments are able to offer their merchandise to registered users. With a much larger number of potential bidders, PropertyRoom.com auctions typically have a winning bid price higher than live traditional offline police auctions. This

**CITY COUNCIL
LIQUIDATION OF SURPLUS CITY VEHICLES AND EQUIPMENT
MARCH 23, 2016
PAGE 2 OF 2**

service also allows police and municipal clients to eliminate overhead and overtime to off-duty employees organizing an auction, allowing them to concentrate on their core responsibilities.

Through September 2012 PropertyRoom.com had returned over \$41 million to these local government agencies. These agencies typically use the money earned to clean up the streets, help deter more crime, and contribute to the municipal fund of the city.

COST ANALYSIS:

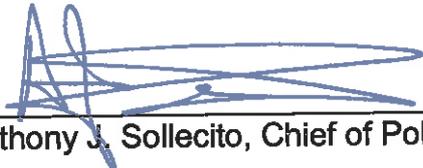
The City will receive 87.5% of the winning bid, less the cost to remove the emergency equipment and police graphics. There is also a fifty dollar charge to tow each vehicle to the nearest PROPERTY.COM facility.

ALTERNATIVES:

Direct City staff to develop a procedure and system to auction surplus city owned property.

Exhibits:

1. A list of surplus vehicles and property to be auctioned
2. The Propertyroom.com Service Agreement (aka contract)

Submitted by: 
Anthony J. Sollecito, Chief of Police

Approved by: 
Steven Adams, City Manager

Surplus Vehicles and Property to be Auctioned Exhibit No. 1

Vehicle	Use	VIN	Year	Miles	Currently in Service	Pending Replacement	Picture #
Ford	PD Admin	2FAHP71W65X168282	2005	169,000	YES	YES	1
Ford	PD Admin	2FAHP71W85X168283	2005	94,858	YES	YES	2
Ford	PD Patrol	2FAFP71W77X135107	2007	99,905	YES	YES	3
Ford	PD Patrol	2FAHP71W06X110959	2006	Unk*	NO	NO	4
Ford	PD Patrol	1FMPU16566LA62940	2006	Unk*	NO	NO	5
Ford	PD Patrol	2FAHP71W66X107564	2006	Unk*	NO	NO	6
Ford	PD Patrol	2FAFP71W81X154174	2001	Unk*	NO	NO	7
BMW MC	PD Patrol	WB10388088ZT13232	2008	Unk*	NO	NO	8

* Dead battery, mileage would not display





Property Type	Brand & Model	Serial #	Additional	Additional	Picture #
SLR Film Camera	Minolta DYNEX 7000L	22118505	W/ AFlens 28-135 & Flash	w/ Pelican 1600 hard case	1C
Video Camera	Panasonic WV-3250	66B 00994	W/power supply		2C
SLR Film Camera	Olympus OMPC	1153350	Extra Macro 1:1 lens	W/ Power & Flash	3C
SLR Film Camera	Nikon N6006	2040486	W/ Flash		4C
Video Camera	Panasonic WV 6000	6XA06806	Mic & Power supply	View finder	5C
Video Camera	Sony DCR VX2000	1036276	Power supply	Cordless mic's	6C



1C



2C



3C



4C



5C



6C

Trial Disposition Service Agreement

Platinum Auction Service
Haul-Away Assets

Exhibit No.

2

This Trial Disposition Service Agreement documents an arrangement between PropertyRoom.com, Inc. ("Contractor") and _____ ("Owner") for purposes of permitting an evaluation period for testing PropertyRoom.com's services being made available to the Client.

Term and Termination: The term of this Service Agreement will be issued for 6 months on a TRIAL / PILOT BASIS. At the end of the 6 month trial period, the Agreement will thereafter automatically renew for consecutive 1-year terms.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon written notice to the other Party.
- b. The Terms and Conditions of PropertyRoom.com's then current Asset Disposition Services Agreement are hereby incorporated by reference.

1. Method of Selling Assets.

- a. **Haul-Away Assets.** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at Yards. Contractor will store, image, describe, list and sell Haul-Away Assets via public internet auction on one or more Contractor selected websites.
- b. **This service includes:**
 - (1) Towing vehicles from either Owner storage location or from contract local tow companies
 - (2) Cleaning and photographing vehicles
 - (3) Describing and listing vehicles in our online auction catalog
 - (4) Conducting public inspection periods
 - (5) Responses to bidder's questions handled by our Customer Support team
 - (6) Conducting an online auction that reaches a local as well as national and international audience of bidders
 - (7) Selling Owner vehicles to the highest bidder
 - (8) Collecting the successful bid payment
 - (9) Facilitating title and registration transfer
 - (10) Delivering the vehicle to the successful bidder
 - (11) Remitting the proceeds due to Owner
 - (12) Providing detailed audit trails for your internal reporting and accountability requirements

2. Fees for Service.

- a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
- b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
- c. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").

- d. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
 - e. **Haul-Away Service.** Owner will pay Contractor a Success Fee as described below and Tow & Misc Fees as specified below.
 - (1) **Success Fee.** For each Haul-Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Misc Fees.** Contractor and Owner will mutually agree on tow and miscellaneous Service fees in a separate addendum that specifies tow processes and related fees for Client-specific needs ("Tow & Misc Fee Schedule"). The Tow & Misc Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes). Miscellaneous fees required by Owner, such as de-identification (e.g., decal removal) or removal of special equipment (e.g., police radios or light bars), will also be listed on the schedule along with associated pricing.
 - (3) **Net Proceeds.** For each Haul-Away Asset, Winning Bid less the sum of Success Fee and any Tow & Misc Fees equals Owner Net Proceeds.
3. **Payment Terms.** Once a month, Contractor will remit Owner's Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, fees and Owner's Net Proceeds.

	OWNER	CONTRACTOR
Signor Name:	_____	_____
Signor Title:	_____	_____
Signature:	_____	_____
Date:	_____	_____



Item 9(J)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEERS

RE: CONSIDERATION OF ACCEPTANCE OF PUBLIC IMPROVEMENTS:
A) CREEKBRIDGE SOCCER PARK IMPROVEMENTS
B) CREEKBRIDGE BASEBALL PARK IMPROVEMENTS

RECOMMENDATION:

It is recommended City Council approve Resolution No. 2016-4504, a resolution of the City Council of the City of King accepting completion of the Creekbridge Soccer Park Improvements and the Creekbridge Baseball Park Improvements for public maintenance.

BACKGROUND:

Per Condition of Approval (COA) No 55, "Park Dedication", the City previously accepted dedication of the 3.60 acre park at Mildred St and San Antonio Dr. (Baseball Park) and the 2.58 acre park south of the middle school (Soccer Park) excluding park improvements.

The City is to maintain park improvements upon issuance of the 200th certificate of occupancy is issued per COA No 38, "Maintenance of Improvements"

COA No 56, "Park Improvements", identifies the required improvements to each park. The developer has installed park improvements per COA No 56.

**CITY COUNCIL
CONSIDERATION OF ACCEPTANCE OF CREEKBRIDGE SOCCER AND
BASEBALL PARK IMPROVEMENTS
MARCH 22, 2016
PAGE 2 OF 2**

DISCUSSION:

The developer has completed the park improvements in accordance to the approved improvement plans to both the Soccer and the Baseball Parks. The improvements were inspected by City staff and the parks have been open to public use.

COST ANALYSIS:

Public Works staff will maintain said improvements.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the Resolution, accepting the Soccer Park and Baseball Park Improvements;
2. Do not approve the Resolution, accepting the Soccer Park and Baseball Park Improvements; or
3. Provide other direction to staff.

Exhibits:

1. Resolution 2016-4504.

Submitted by: _____



Octavio Hurtado, Hanna & Brunetti, City Engineers

Approved by: _____



Steven Adams, City Manager

Exhibit No.

RESOLUTION No. 2016-4504

**ACCEPTING COMPLETION OF THE CREEKBRIDGE SOCCER PARK
IMPROVEMENTS AND THE CREEKBRIDGE BASEBALL PARK
IMPROVEMENTS FOR PUBLIC MAINTENANCE**

RESOLVED, by the city Council of the City of King, California, that

WHEREAS, City staff has filed with the City Manager of the City of King a recommendation of acceptance as to the completion of all the work provided to be done under and pursuant to Conditions of Approval dated 7/26/05 for the Creekbridge Development; and

WHEREAS, it appears to the satisfaction of the City Council that said work under said Conditions of Approval has been fully completed.

NOW, THEREFORE, BE IT RESOVLED, That The City Council of the City of King accepts on behalf of the public, the Soccer Park Improvements and the Baseball Park Improvements for public maintenance.

PASSED AND ADOPTED this 22nd day of March 2016, by the following vote:

AYES, and in favor thereof

NOES,

ABSENT,

ABSTAIN,

APPROVED: _____
Mayor

ATTEST:

City Clerk



Item 9(K)

REPORT TO THE CITY COUNCIL

DATE: MARCH 22, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF MEMORANDUMS OF UNDERSTANDING FOR PARTICIPATION IN 2015 ASSISTANCE TO FIREFIGHTERS GRANT

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute Memorandums of Understanding (MOUs) with the cities of Monterey, Marina, and Seaside to participate in the 2015 Assistance to Firefighters grants for purchase of new radios; and 2) appropriate an amount not to exceed \$35,000 for matching funds.

BACKGROUND:

Monterey County fire agencies are in the process of upgrading their communication system. The King City Fire Department radios will no longer be compatible with the system. As a result, radios need to be replaced. The City has been included in an effort to seek grant funds for upgrade of the radios.

DISCUSSION:

To participate in the program, the City must execute MOUs with the host jurisdictions, which include the cities of Monterey, Marina and Seaside. The deadline for completing the MOUs is March 31, 2016. Current radios are over 10 years old, which is about the current projected life span for radio equipment.

COST ANALYSIS:

The total cost of the radio equipment is estimated to be approximately \$210,000. There is a local match requirement of 16.5%. The actual cost of the radios may be less. This represents the maximum cost. The appropriation will result in an increase to the General Fund negative fund balance.

**CITY COUNCIL
CONSIDERATION OF MEMORANDUMS OF UNDERSTANDING FOR
PARTICIPATION IN 2015 ASSISTANCE TO FIREFIGHTERS GRANT
MARCH 22, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation.
2. Do not approve staff's recommendation, but the Fire Department will ultimately need to purchase new radios within the next two years at a higher cost without the grant funds; or
5. Provide staff other direction.

Exhibits:

1. Exhibit A to MOU – Cost Summary
2. MOUs with Host Jurisdictions

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT A-MEMORANDUM OF UNDERSTANDING 2015 ASSISTANCE TO
FIREFIGHTERS GRANT-King City

The following details the total radio costs broken down by type and based on certain assumptions. Those assumptions are:

- the participating agency purchases the number of items as specified based on their initial requests
- the equipment purchased will be specified by a consortium of participating agencies pursuant to the MOU

The cost share formula includes the following: Ten percent (10%) grant mandated cash cost match, five percent (5%) host agency cost share and one and one half percent (1.5%) grant management fee for a total of 16.5% of the total purchase cost of each radio and all ancillary equipment including installation costs, sales tax, shipping charges and any other vendor charged costs.

The per item costs listed below are based on preliminary cost estimates from possible vendors and predicated on anticipated quantities. These costs are subject to change based on the RFP specifications and parameters as set by discussion with all participating agencies.

PORTABLE RADIOS (\$7,855 PER) -

15 x \$7,855 = \$117,825 plus sales tax \$10,604.25 = \$128,429.25 TOTAL

\$128,429.25 x .165 (16.5% Cost Match) = **\$21,190.83 Total Cost Match**

MOBILE RADIOS (\$7,480 PER)-

10 x \$7,480 = \$74,800 plus sales tax \$6,732 = \$81,532 TOTAL

\$81,532 x .165 (16.5% Cost Match) = **\$13,452.78 Total Cost Match**

BASED ON THE AFOREMENTIONED ASSUMPTIONS THE TOTAL COST MATCH FOR ALL EQUIPMENT SHOULD NOT EXCEED - \$34,643.61

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT
CITY OF MONTEREY, HOST AGENCY**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Monterey, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
CITY OF MARINA
MID COAST FIRE BRIGADE
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS
CITY OF SEASIDE

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, whichever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 3. Worker's Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of XXXXXXXXXXXXXXXXXXXX:
Fire Chief/Mayor/City Manager/Board President
Date:

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT
CITY OF MARINA, HOST AGENCY**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Marina, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
MID COAST FIRE BRIGADE
CITY OF MONTEREY
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS
CITY OF SEASIDE

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, which ever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 3. Worker's Compensation in accordance with California Labor Code section

3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of XXXXXXXXXXXXXXXXXXXX:

Fire Chief/Mayor/City Manager/Board President

Date:

**AGREEMENT
FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR
THE PROCUREMENT OF PORTABLE AND MOBILE RADIOS AND ANCILLARY
EQUIPMENT
CITY OF SEASIDE, HOST AGENCY**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2016 by and between the City of Seaside, Monterey County, a political subdivision of the State of California (hereinafter the "City") and the following cities, fire districts, and other agencies (hereinafter individually the "Agency" and collectively the "Agencies"):

AROMAS FIRE DISTRICT
BIG SURE FIRE BRIGADE
CARMEL AMBULANCE
CITY OF CARMEL-BY-THE-SEA
CYPRESS FIRE DISTRICT
CITY OF GONZALES
GREENFIELD FIRE DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT
CITY OF KING
CITY OF MARINA
MID COAST FIRE BRIGADE
CITY OF MONTEREY
MONTEREY COUNTY REGIONAL FIRE DISTRICT
CITY OF PACIFIC GROVE
PEBBLE BEACH COMMUNITY SERVICES DISTRICT
CITY OF SALINAS

RECITALS:

WHEREAS, emergency radio communications is one of the most hazardous aspects of a firefighters job and according to statistics accounts for up to 25% of firefighter injuries and deaths annually; and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and communications to the county, cities and districts, and persons served; and

WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$2,500,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase the portable and mobile radios in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, whichever is earlier.

2. AGENCIES' OBLIGATION

- A. The Agencies may assist in governing the design and specifications for the portable radios and fixed site infrastructure.
- B. The Agencies may provide technical input and requirements necessary to create an effective radio specification to meet their individual and collective needs.
- C. The Agencies shall provide funding and resources necessary to complete the purchase of the specified communications equipment pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, each Agency shall pay the City a share of the communications equipment purchase costs in accordance with the Agency's cost sharing ratio as agreed utilizing the **exhibit A** (to be determined) attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agencies agree to remit full payment of all invoices received from the City within 30 days of receipt. Agencies agree that City may issue invoice prior to delivery of communications equipment, but not prior to actual award of contract for purchase to communications equipment vendor. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

This Agreement shall become effective as of October 1, 2015, and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

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The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the an Agency or Agencies. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

8. INSURANCE

- A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement, program of insurance with the following minimum limits of liability:
1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
 2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
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- B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS

- A. Project Governance. The City shall govern the project to specify and purchase the communications equipment. By a majority vote at a meeting at which a quorum of the represented voting agencies are present the project may be terminated and/or reconstituted as directed by the approved motion.
- B. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.
- K. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

- M. Notices. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as indicated below with the signatures to the location at which this Agreement is executed:

IN WITNESS WHEREOF, the City and each of the Agencies have caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

City of XXXXXXXXXXXXXXXXXXXX:
Fire Chief/Mayor/City Manager/Board President
Date: