

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

TUESDAY, APRIL 26, 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 Darlene Acosta, Belinda Hendrickson, Mike LeBarre, Mayor Pro Temp. Karen Jernigan, and Mayor Robert Cullen

3. FLAG SALUTE

4. CLOSED SESSION ANNOUNCEMENTS

5. SPECIAL PRESENTATIONS

None

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.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 22, 2016 Council Meeting
Recommendation: approve and file.
- B. Meeting Minutes of April 12, 2016 Council Meeting
Recommendation: approve and file.
- C. Meeting Minutes of April 16, 2016 Special Council Meeting
Recommendation: approve and file.
- D. Consideration: City Check Register – March 2016
Recommendation: receive and file.
- E. Consideration: Successor Agency Check Register – March 2016
Recommendation: receive and file.
- F. Consideration: Public Financing Authority Check Register – March 2016
Recommendation: receive and file.
- G. City Monthly Treasurer’s Report- March 2016
Recommendation: approve and file.
- H. Successor Agency Monthly Treasurer’s Report- March 2016
Recommendation: approve and file.
- I. Public Financing Authority Monthly Treasurer’s Report- March 2016
Recommendation: approve and file.
- J. Consideration: Resolutions Re-Establishing Staggered Terms for the Planning Commission and Recreation Commission
Recommendation: 1) adopt a Resolution re-establishing staggered terms for the member of the Planning Commission and 2) adopt a resolution re-establishing staggered terms for the Recreation Commission
- K. Consideration: Successor Agency Resolution Authorizing the City Manager/Executive Director Steven Adams to Execute Certificates of Disposition and of Acceptance for Deeds and Other Conveyances.
Recommendation: Successor Agency adopt a Resolution authorizing the City Manager/Executive Director Steven Adams to execute Certificates of Disposition of and acceptance for deeds and other conveyances.

- L. Consideration: Sale of City Parcel Number 026-351-036-000
Recommendation: adopt a Resolution Approving the Vacant Land Purchase Agreement and Joint Escrow Instructions for sale of Parcel Number 026-351-036-000 to King City Cultivation LLC for \$706,000 and authorizing the City Manager to execute documents associated with disposition of the property.
- M. Consideration: Labor Agreement with the King City Police Officers Association
Recommendation: adopt a Resolution approving a Memorandum of Understanding (MOU) with the King City Police Officers Association (KCPOA) for FY 2016-17 through 2018-19.
- N. Consideration: Resolution Authorizing Examination of Sales, Use and Transactions Tax Record
Recommendation: adopt a Resolution authorizing examination of sales, use and transactions tax records.

10. PUBLIC HEARINGS

- A. Consideration: Ordinance Establishing a Program to Require Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills
Recommendation: conduct a public hearing and introduce the first reading of an Ordinance establishing a program to require deconstruction, demolition and construction material recovery and diversion from landfills and schedule second reading and adoption for the next regularly scheduled meeting.

11. REGULAR BUSINESS

- A. Consideration: Presentation of Regional Intersection Control Evaluation of Broadway Street at San Antonio Drive/Us 101 Northbound Ramp Terminals
Recommendation: direct staff to submit a FY16-17 AB2766 grant application through the Monterey Bay Air Resources District to fund preparation of a Project Study Report – Project Development Support (PSR/PDS) project initiation document.
- B. Consideration: Alternatives and Issues Related to the Proposed Medical Marijuana Tax Measure
Recommendation: provide direction on features of the proposed medical marijuana tax measure.
- C. Consideration: Letter to the California Public Utilities Commission Requesting a Denial or Delay of California Water Service Company Rate and Consolidation Request
Recommendation: approve, and authorize the Mayor to sign, a letter to the California Public Utilities Commission (PUC) requesting them to deny or delay the request from California Water Service Company (Cal Water) for consolidation of water districts involving King City and a water rate increase.

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. Christopher Craig
Claims against City of King
Gov. Code Section: 54956.95

13. ADJOURNMENT

1. CALL TO ORDER:

Meeting was called to order at 6:00 PM by Mayor Rob Cullen.

2. FLAG SALUTE:

The flag salute was led by Mayor Cullen.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams, City Attorney Martin Koczanowicz

4. CLOSED SESSION ANNOUNCEMENTS:

Labor Negotiations pertaining to Police Officers Association – no reportable action.

Anticipated Litigation Case – no reportable action.

One claim filed against the City of King by Grace Lutheran Church – claim accepted

5. PRESENTATIONS:

Mayor Cullen introduced Colonel Norris from U.S. Army Garrison Fort Hunter Liggett. He spoke on the economic impacts of 25,000 troops incoming to Forth Hunter Liggett. The office in Pentagon has hired a group to work with local stakeholders and meeting will be held April 7, 2016. On May 4 they will be honoring Lieutenant General Hunter Liggett. On July 20, Fort Hunter Liggett will be honoring the military display. April 9th is the Fishing Derby for family and kids.

6. PUBLIC COMMUNICATIONS:

Carlos Victoria recognized Council Members and Police Department for having one more year with MBASIA.

7. COUNCIL COMMUNICATIONS:

Mayor Cullen announced that Salinas Valley Waste Management approved a small rate increase, which usually goes in effect in three to four months.

Council Member Hendrickson attended a meeting March 9th with Joe Murray and tenants of Komfort Court. Mr. Murray will pay for permits and repairs. On April 9th from 7-9 p.m., "Guitars Not Guns" will have a concert at the King City High School Auditorium.

Mayor Pro Tem Jernigan was impressed with Little League and volunteers. April 20th is Pinnacles National Birthday at 3:30-6:30 p.m. Also, 80 teenagers from Cupertino will be on vacation in King City and will be

hosting Bible services in 3 local churches. They want to encourage other kids to volunteer during their Spring Break.

Council Member LeBarre announced his visit Washington D. C. for the American Public Transportation meeting. He will attend the TAMC Board meeting, who will be considering placing the transportation sales tax on ballot on November 2016.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams spoke about the TAMC sales tax measure and will be reporting to Council requesting their endorsement. Important topics that are being worked on the next three months are the district election, which will be discussed during the City Council meeting, budget workshops for each department, and the medical marijuana tax measure. Survey results will be presented on the next agenda. Grant requests are being worked on related to efforts for public safety goals. MBASIA has extended insurance coverage and appreciation goes to the Interim Police Chief for efforts of the Police Department that contributed to that decision.

Interim Police Chief Sollecito will be working until April 7th, 2016. He commented that the Interim Captain is working out very well. Police recruitments needed to be discontinued until labor negotiations are completed.

Mayor Cullen and Council Member Hendrickson thanked Chief Sollecito for all his work.

Mayor Pro Tem Jernigan also thanked Chief Sollecito and expressed encouragement for re-establishing the Explorer Program.

Council Member LeBarre spoke and thanked Chief Sollecito.

City Manager Adams mentioned an informal reception will be announced for Chief Sollecito.

9. CONSENT AGENDA

- A. Minutes of March 22, 2016 Council Meeting
- B. Monthly Treasurer's Report
- C. Successor Agency Monthly Treasurer's Report
- D. City Check Register
- E. Consideration of Successor Agency Check Register
- F. Consideration of Agricultural Employee Housing in the First Corridor Zoning District
- G. Consideration of Agreement for Consultant Services to assist City in preparing Medical Marijuana Tax Measure
- H. Consideration of Resolution Affirming the City's Compliance with SB7
- I. Consideration of Liquidation of Surplus City Vehicles and Equipment
- J. Consideration of Acceptance of Public Improvements
- K. Consideration of Memorandums of Understanding for Participation in 2015 Assistance to Firefighters Grant

Mayor Cullen called for Public Comments: None

Action: Motion to approve item A,B,C,D,E,F,G,H,I,J and K by LeBarre and seconded by Hendrickson.

Mayor Pro Tem Jernigan spoke and recused herself on item F.

AYES: Council Members: Hendrickson, LeBarre and Mayor Cullen

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Pro Tem Jernigan commented on missing minutes for February 23, 2016 having a two week period time frame.

10. PUBLIC HEARING:

10 A. Consideration of Amendments to the General Plan Elements

Doreen Liberto-Blanck, Planning presented three elements of the General Plan to be adopted. She recommended the adoption by Resolution of the Mitigated Negative Declaration and adopt the 2015-2023 Housing Element, Land Use Element amendment and Open Space, Conservation and Safety Element amendment.

Public Comments: None

Council Comments:

Mayor Pro Tem Jernigan complimented the Planning Commission on their preparedness and work.

Mayor Cullen spoke on when we became a Charter City and he said it was year 2010.

City Attorney Martin Koczanowicz will check the actual language on date of becoming a Charter City.

Mayor Pro Tem Jernigan suggested to save the documents for future Council Members and public to have access to documents.

Action: Motion to approve item 10.a. by Jernigan and seconded by LeBarre.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

11 A. Consideration of Project Schedule and Line Drawing Criteria for Council Districts

City Manager Adams spoke on moving forward to the district elections, approve the schedule of meetings and the line drawing criteria for adjusting council district boundaries.

City Attorney Martin Koczanowicz spoke on the criteria for approval needed to be compliant with Federal and State Laws.

Mayor Cullen spoke on the draft schedule of hearings on April 16th, 25th, May 24th for the public to give input on draft maps. Draft maps will be posted on City website on March 30th for draft schedule.

City Manager Adams would like feedback if April 16th meeting at 1:00 p.m. in City Chambers is a good time and is open to suggestions. He recommended holding the meeting at the Council Chambers rather than the Church to be neutral rather than targeting one sector of the community.

Council Member LeBarre spoke that Senator Cannella is scheduled for a meeting on April 16th at City Chambers so it is important to confirm to avoid a conflict.

Public Comment: None

Action: Motion to approve item 11 a. by LeBarre and seconded by Hendrickson

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11 B. Consideration to Adopt Code Enforcement Priorities and Strategies

City Manager Adams recommended adoption of the categories of code enforcement issues and priorities. The City currently provides code enforcement and has a citizens' advisory committee that provides input on concerns and general areas and cases. As a result, staff is not always able to achieve compliance on every item. City Manager Adams proposed to be more effective and establish priorities one at a time. The focus could then first be on public education, warnings, courtesy notices, and then move to citations to better achieve more results.

Doreen Liberto-Blanck spoke on selecting and agreeing on a priority list. Issues that identified by the Citizens Advisory Committee were temporary outdoor structures, downtown building appearances, signs and vehicles maintenance.

Mayor Cullen spoke with concern on noise complaints and how this concern can be prioritized.

City Manager Adams indicated noise complaints would be another category and would need to be looked into separately.

Mayor Pro Tem Jernigan supports removal of outdoor structures and would like to see more involvement from the Hispanic/Latin community and participation in the Advisory Committee.

City Manager Adams spoke and supports educational flyers and networking with the Chamber to help the Spanish community better understand the citation process.

Public Comment: None

Mayor Cullen entertained a Motion to adopt the recommended category priority list with an addition of amplifiers/noise and to let the Advisory Group determine where it falls into priorities.

Action: Motion to approve item 11 b. by LeBarre and seconded by Hendrickson

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

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

City Manager Adams spoke to approve staff's recommendation for formation of a Community Task Force to End Youth Violence when the new Chief starts. He stated it would include four basic categories of strategies: 1) increased enforcement; 2) code enforcement on gang related properties; 3) use of technology - surveillance cameras and increase in street lighting; and 4) expansion of youth gang

prevention programs. The process will take about three months and presented recommendations for the structure of the task force.

Mayor Cullen spoke in regards to not enrolling local service club members.

Mayor Pro Tem Jernigan supported Council appointments to help others to develop as leaders. She recommended meetings to be held at night to allow as many people as possible to attend.

Council Member LeBarre spoke that he would like to lower the amount of people in Committee.

Public Comment:

Community member asked if Committee will include representatives from the youth or any employers from the AG Industry.

Mayor Cullen supported the suggestion from the public speaker in regards to allowing youth and AG Industry members to join.

Action: Motion to approve item 11 C. by Jernigan and seconded by LeBarre

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

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

City Manager Adams recommended listing for sale City Parcel Number 026-351-036-000, which is 2.48 acres. There is a lot of interest expressed by medical marijuana providers and County for possible corporation yard. After speaking to Attorney Koczanowicz, an appraisal may be bypassed. An appraisal may be low and not accurate due to changes in the market. However, an analysis of the Successor Agency property sale prices was done and a realtor recommendation to determine price per acre, then the price was set higher. There is a possibility it may be sold by the end of the fiscal year and therefore balance the budget.

Mayor Cullen spoke about the three recommendations: 1) setting a sale price of \$425,000; 2) authorize the City Manager to enter an exclusive authorization to sell agreement with Michael Bassetti; and 3) direct staff to prepare an amendment to the medical marijuana ordinance to allow that medical marijuana cultivation, manufacturing, processing is an allowed use in the M3 zone.

City Manager Adams spoke that technically, under the Municipal Code wording, anything allowed in M1 and M2 is allowed in M3. However, the City Attorney's office has indicated it would be preferable to clarify the Ordinance to better protect the City.

Mayor Pro Tem Jernigan spoke that she would physically like to go see the property.

City Manager Adams agreed to schedule a tour for Mayor Pro Tem Jernigan to go see the property.

Action: Motion to approve item 11 D. by LeBarre and seconded by Hendrickson

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

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

Attorney Koczanowicz spoke and announced Mayor Pro Tem Jernigan to recusal Item 9 F.

Recusal:

Mayor Pro Tem Jernigan declared recusing herself due to conflict of interest created by a relationship with claimant Item 9 F.

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

1. CALL TO ORDER:

Meeting was called to order at 6:00 PM by Mayor Rob Cullen.

2. FLAG SALUTE:

The flag salute was led by Mayor Cullen.

3. 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

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

City Manager introduced Darius Engles, Interim Police Chief. Interim Chief Engles introduced Francis Aguilar the new Police Department Administrative Assistant

T.J. Plew, CEO of Salinas Valley Fair presented a power point on the Fair as a community asset. The mission of the fair is to showcase the annual fair, promote the talent and education of citizens of all ages and provide a year round setting for community service and celebration. The vision of the fair is to ensure the facility is the hub of the Salinas Valley community, reflecting tradition, quality, teamwork and positive growth. The fair will run May 12-15 this year.

6. PUBLIC COMMUNICATIONS:

Marc Bloom with Cal Water has been promoted to Assistant District Manager here in King City and he introduced Patrick Garcia who will be taking his place for at least the next 6 months.

7. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Jernigan acknowledged the City Manager's column in the newspaper, understanding that he will be doing it again and feels it would be a great communication tool. She has an AMBAG meeting Wednesday. Her favorite thing she did this past week was watch the new banners go up on the light poles down Broadway reflecting scenes from Pinnacles National Park, she reminded and invited everyone to the 100th birthday party on April 20th 3:30p.m to 6:30p.m. April 16th – 24th is National Park week and it is free to go into the park. She thought the Guitars not Guns concert was a wonderful event. She announced she will not be running again in November and she has been working with political science classes to encourage the younger generation to think of serving their in community. She wants to set up some forums where the people who run for office can talk about the issues that face our City.

Council Member Hendrickson stated that the Guitars not Guns had a fair turnout. While she would have liked to have seen more people, she felt it was a nice experience watching the young people and adults performing. Komfort Court tenants have been protesting and withheld two months of rent so far so the owner has started minor repairs. She would like an update from City Manager Adams on the Salinas River clean up on the next agenda.

Council Member Acosta mentioned April is Victim's Awareness Month. Working on bringing more victims services down to South County since the closure of the court house in King City. The Four Cities for Peace, meeting is tomorrow and they are working on a grant other than CalGrip which she believes is focused on linking law enforcement with the community and continued gang services.

Council Member LeBarre stated that MST met yesterday and things are moving along there. Tonight he would like to ask his fellow councilmembers about setting an agenda item for a letter going to the CPUC regarding a rate increase submitted by Cal Water. He would like the letter to deny or delay the decision for a year. He feels residents have stepped up and conserved. King City is a small rural town and cannot afford the increase. King City is at a disadvantage using a private company as far as rates. He would like some time to explore with legislators to see if there is a fix. That would allow at a minimum would remove the taxes from our rate sheets just like public entities.

Action: Council Member LeBarre made a motion requesting agendizing the request to send a letter to Public Utilities Commission asking for delay to Cal Water Consolidation. Seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Cullen made mention of the latest report from Waste Management being in the packets and if there are questions to be sure to let him know. He has been spreading the word on the Pinnacles 100th birthday party. At the last Mayors/City Managers Association meeting the main topic of discussion was the TAMC tax, which is on the agenda tonight. He mentioned the Hospital's Week of Wellness, Farmers Market tomorrow, and Friday a kids health fair with children from Chalone Peaks. The Police Department is having giveaways for people visiting one of their new cars at the Wellness Fair and Saturday a 5K color run. Aids life cycle ride coming to town in June. Senator Cannella is working on a Proclamation on behalf of the Alliance on Aging for King City for all the work that we do.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams gave a reminder of the first District Election Public Hearing on Saturday at 1:00pm, here at City Council Chambers. The City Manager wanted to also make people aware of the project going on the City sign at the end of Broadway being replaced. The City has received some funding assistance from PG & E and Cal Water. PG&E is continuing their work on their lines, which is impacting the sign so they generously agreed to do the demo. It will take a while to get the new sign in, so he asked for everyone's patience. The City has been invited to participate in a workshop for the National Resource Network Workforce Development Study and Plan. They are developing a plan for work force development and the meeting will take place on May 9th on 9:00 a.m. The City Manager and a representative from the City Council are invited, which will be the Mayor. The Police Chief recruitment continues moving forward. He introduced the new part-time Deputy City Clerk Erica Sonne.

Octavio Hurtado, City Engineer updated the Mayor and City Council on sanitary sewer work and paving schedule.

City Attorney Koczanowicz stated that he and David are working on several ordinances that will be coming to the council shortly.

9. CONSENT AGENDA

- A. Meeting Minutes of February 23, 2016 Council Meeting
- B. CityCheck Register-April2016
- C. SuccessorAgencyCheckRegister-April2016
- D. Purchase and Installation of Pool Lifts at the King City Pool Facility Recommendation: 1) approve by motion an appropriation of \$12,000 from the Pool Impact Fee Fund to purchase three pool lifts to make the King City Pools ADA complaint; and 2) approve the purchase of three lifts from Waterline Technologies for \$11,328.89.
- E. Part-Time Human Resources Assistant Position
 - 1) adopt a resolution creating a part-time Personnel Assistant position; 2) approve the proposed job description; and 3) appropriate \$5,000 in FY 2015-16.
- F. Cancellation of July 26, 2016 Meeting Recommendation:
cancel the regular meeting of July 26, 2016.
- G. Appropriation of \$95,000 for legalexpenses.
- H. Authorization of Submittal of Applications for CalRecycle Payment Programs and Related Authorizations adopting a Resolution authorizing the submittal of applications for all CalRecycle Payment Programs for which the City is eligible.
- I. Approve Parcel Map, Lot 8-15 Inclusive of "Map of Subdivision of Lots 28 and 29, Burbank & Devendorf's Villa Lot addition to the City of King", Filed in Volume 3, Cities and Towns, Page 30, City of King, Monterey County, State of California and Accept the Streets and Easements, adopt Resolution No. 2016-4508, approving said parcel map, authorize its recordation, and accept on behalf of the public, subject to their improvement in accordance with City standards, the streets and easements offered for dedication for public use in conformance with the terms of the offer of dedication.
- J. Approve Resolution No. 2016-4509, a Resolution accepting sewer easements necessary for the installation and maintenance of City sewer infrastructure on A) parcel 10 as shown on the Record of Survey Map filed July 26, 1974 in Vol 12 of Surveys, at Page 62, and B) Lot 1 as shown on the certificate of compliance recorded June 13, 2011 as shown on Document No. 2011032840, Records of Monterey County.

Mayor Pro Tem Jernigan pulled Item B and G for discussion.

Action: Motion to approve item A, C, D, E, F, H, I and J by LeBarre and seconded by Acosta

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members: Mayor Pro Tem Jernigan

Mayor Pro Tem Jernigan commented on Item B, City Check Register for April 2016. She is concerned about the charge for the SPCA which was \$9760.00 and that there was a past due amount. She knows that when the City adopted their policies and procedures, the agreement was to pay bills on time so that is why this

concerns her. She will work with the City Manager to better understand this, but wanted to bring it to City Councils attention.

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

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

NOES: Council Members: Mayor Pro Tem Jernigan

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Pro Tem Jernigan commented on Item G, which is the appropriation for the additional legal expenses for the City. She has concerns of overspending on legal fees especially when the cost analysis states that the appropriation will increase the City's negative fund balance. She will not vote in favor of authorizing this. She would like to know when the Council will receive a revised quarterly budget. City Manager Adams stated that they tried to get it for April. However, since the budget workshop is coming in May, they felt it would be most expeditious to present it at the same time as the workshop. Mayor Pro Tem Jernigan is concerned that May is only a month away from the end of the fiscal year.

Council Member Acosta stated that she was under the impression that Council was made aware that there would be a substantial cost associated with legal cost as they continued to rise and that this is not a big surprise to us.

Attorney Koczanowicz stated that he felt that the Council was aware that the situations of a couple of years ago have led to large legal expenditures. They are almost at the conclusion and this additional amount that needs to be appropriated.

Action: Motion to approve item G by LeBarre and seconded by Acosta

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

NOES: Council Members: Mayor Pro Tem Jernigan

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Cullen commented on Item F. He will be gone on June 14, 2016 meeting.

Council Member Acosta commented on Item D and E. She is very happy for the pool lift being purchased and delighted for a part-time Human Resources person position.

Council Member LeBarre commented a ditto on Item D and E.

Mayor Pro Tem Jernigan commented she is looking forward to having better turnaround time possibly on minutes for a new Deputy City Clerk. She also has concerns with the Successor Agency Check Register amount that she feels it is an error that she is watching. She stopped by the pool and feels the lifts will be an asset. On the issues of the easements that were part of the packet she would encourage staff to continue to use common language so that the community can be engaged in what we are doing.

10. PUBLIC HEARINGS: None

11. REGULAR BUSINESS:

11.a. Transportation Agency for Monterey County (TAMC) Transportation Safety and Investment Plan

City Manager Adams introduced Item 11 a. and Todd Muck, AICP Deputy Executive Director for TAMC who presented a power point on the Transportation Safety and Investment Plan

Council Discussion:

Council Member LeBarre is the representative for King City on the TAMC board and he supports this tax as it stays local. He feels it is good solid plan and he urges support.

Mayor Pro Tem Jernigan feels the sales tax is the fairest tax. She is concerned about the cost of this being put on the ballot and what is the City's portion of the cost. Mr. Muck stated that TAMC covers 40% and the collective cities will share 60%. King City's share is between \$8,000 and \$10,000 only if it does not pass. Mayor Pro Tem Jernigan would like to know how the community can get involved in what they would like to see done. City Manager Adams stated that the community can call City Hall.

Council Member Hendrickson gives her support and will be voting in favor.

Council Member Acosta is trying to understand the splitting up of the money.

Mayor Cullen will support. However, he would like to know if there is a group that could campaign for this so it passes on the ballot. Mr. Muck stated that yes there is a group forming.

Mayor Cullen called for a Motion.

Action: Motion by LeBarre to adopt a Resolution 2016-4512 approving the TAMC Transportation Safety & Investment Plan to be placed before the voters on a future ballot; and approve the list of examples of local road repair and safety projects anticipated to receive tax revenues if the ballot measure is approved, seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. b. Led Streetlight Upgrade and Expansion Program

City Manager Adams stated that improving street lights was ranked number 3 in the Citizen Survey that citizens feel are most important for our City. It is also what staff is recommending as a strategy in the comprehensive plan to address youth violence.

Eric Daniels of PG&E presented PG&E LED streetlight upgrades.

Public Comments:

Cassie Russo voiced her concerns about the street she lives on Carlson Ave. being dark. She had a letter to that effect to present to Council.

Council Discussion:

Mayor Cullen stated that letters went out about the changing of the street lights. Mayor Cullen stated that down by the golf course around by the tennis courts there are seven lights out.

Mayor Pro Tem Jernigan asked staff to look into the lights on N. Mildred that are on the proposed list of light locations 107 and 137. She also would like to know the cost of putting in a new light pole. City Manager stated that it could be \$2,500 to \$7,500.

Council Member Acosta wanted to know if there will be an evaluation process and the City Manager stated yes.

Action: Motion to approve item B by LeBarre to approve the proposed PG&E LED streetlight upgrades; approve an upgrade in light size for PG&E streetlights on Broadway Street; and approve staff's recommendation for new PG&E LED lights on existing poles with the addition of the evaluation of the lights around the fairgrounds area and seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. c. Presentation of Citizen Survey Results Council received the results of the Citizen Survey

City Manager Adams went over the Citizen Survey Results. The City received over 550 responses. The Objectives were for 1) Input to assist City in establishing priorities, 2) Customer satisfaction data 3) Identify where to best focus efforts to improve service, 4) Measure results of efforts in the future 5) Help to better represent views of everyone in the community by providing convenient opportunity to share feedback.

On City Services 3.04 overall average satisfaction score for all City services and 3.37 overall satisfaction with City Government.

Top six services that are important to improve are:

Efforts to Improve Public Safety

Balance Budget and Repay Debt

Street Lighting

Attraction of Stores that Provide More Shopping Opportunities

Enforcement of Blighted and Unsafe Buildings

Street Repairs

City Manager feels we are moving in the right direction as the results are in line with the City's budget goals.

Mayor Cullen is happy that the survey will be done every two years.

Council Member Acosta thanked the City Manager for having the presentation done in a timely manner.

Council Member Hendrickson stated that she is happy with Steve's work and that it is a sign of more good to come.

Mayor Pro Tem Jernigan was interested in the written comments and would like to see them. She would welcome the opportunity to do a written comment survey next year to have the community express their concerns. The City Manager stated he would evaluate that. Mayor Pro Tem Jernigan would like to see a quarterly newsletter to reach out to the public.

RJ Rivera appreciated the survey. However, he would like to see more coordination with the Chamber of Commerce for business' in King City to voice what they would like to see promote more business or grow existing business.

Mayor Cullen stated this item was received and filed.

11. d. Preparing Amendments to Medical Marijuana Ordinance Regarding Processing and Manufacturing

Recommendation: provide direction to staff on whether to provide for Level 1 or Level 2 manufacturing of medical marijuana in amendments to the medical marijuana ordinance

City Manager Adams introduced this item stating that staff would like more input and direction on which level Council prefers.

City Attorney Koczanowicz gave a little more detail about Level 1 and Level 2 manufacturing. Level 1 using nonvolatile solvents. Level 2 chemicals are used as well as volatile solvents, butane, hexane, ethanol. This level would require most likely a more detailed environmental document. Moving into Level 2 could be moved into at a later date with amendments. Staff is fairly confident that Level 1 would be covered under the existing environmental documents.

Mayor Cullen clarified between Level 1 and Level 2 and stated that staff is looking for guidance. Mayor Cullen's stance is allowing Level 1 now and not allowing Level 2 at this time. He would like to see the applicants be able to move forward. Mayor Cullen would like to know from the applicant if they are satisfied with pursuing a path of allowing Level 1 and not allowing Level 2 with the option of proceeding on the path to do the necessary studies to at some point in the future allowing Level 2.

The applicant stated that they are very comfortable with the way the Mayor just stated it. They are quite happy with Level 1 at this time.

Council Member Acosta will not be hurried this time around in this process. She would like more information on Level 1 verses Level 2. She will not be rushed.

The applicant stated that they will only be using Level 1.

Mayor Pro Tem Jernigan heard cultivation in the last discussion and she is not comfortable with manufacturing and she is not versed on this and does not want to be rushed either. She appreciates the way the applicants are professionally are going about doing something that could benefit our City economically however this is a new industry and she has concerns, she wants a safe community she is not feeling comfortable with the two levels. She will probably abstain.

Council Member Hendrickson feels that Level 2 is a little more dangerous than Level 1.

The applicant stated that they will only be using Level 1 at this time.

Council Member Hendrickson is satisfied with that and moving forward with Level 1.

Council Member LeBarre feels the City should move forward with Level 1.

Mayor Cullen would like to have an Ordinance with cleanup language that allows for Level 1 and not Level 2, but in the meantime give Council more educational material so they could make an educated decision. He would like some auditing mechanism in the ordinance to be able to put safety checks and balances with in it to protect the City.

City Attorney Koczanowicz feels this would be a good idea and can be done when they bring the cleanup ordinance before them.

The applicant would like to provide educational information to staff and council so they can make an informative decision. City Attorney would like it forwarded to him.

City Attorney Koczanowicz stated that the reason that Council may not have as much information in front of them is that the State is still looking at these issues and trying to figure out how they are going to handle Level 1 and Level 2.

The applicant would like the City to match up the State in terms of the licensing categories as it makes since to the Council and staff. They have been getting great support and a warm reception from many folks in the community.

Mayor Cullen entertained a motion for staff to come back with an ordinance that includes processing and manufacturing, limiting manufacturing to Level 1, looking at best practices that other cities are doing including auditing and other areas that staff would suggest.

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members: Mayor Pro Tem, Jernigan

ADJOURNMENT:

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 8:35 pm. to Closed Session.

Approved Signatures:

Mayor, Robert Cullen
City of King

City Clerk, Steven Adams
City of King

**Minutes
City Council Meeting
April 16, 2016**

Item 9(C)

1. CALL TO ORDER:

Meeting was called to order at 1:00 PM by Mayor Rob Cullen.

2. FLAG SALUTE:

The flag salute was led by Mayor Cullen.

3. 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

4. PUBLIC COMMUNICATIONS:

None

5. PRESENTATIONS:

- A. Consideration: draft plans and receive public input relative to potential voting district boundaries.

Douglas Johnson, President, National Demographics Corporation presented King City Draft Districting Plans

Mr. Johnson went over the timeline for the districting explaining that changes to the ordinance need to be done prior to July and the County needs time to get 5 precincts up and running for the November Election.

He went over Federal Law and Traditional Redistricting Principles, Challenges of drawing the lines, Population Density which varies greatly based off of the Census blocks.

Draft Maps Mr. Johnson went over are:

Draft A – compact districts(vacant D4)

Draft B – creates an Eastern district (vacant D4)

Draft C – An alternative western district configuration (vacant D4)

Public Draft D1 – compact and neighborhood-focused, but not population balanced (vacant D1)

Draft D2 – balance D1 with Councilmembers in the same districts as in D1 (vacant D1)

Draft D3 – balance D1 but Councilmembers shift (vacant D4)

Council Member Acosta stated that there had been some discussion in the public of electing a Mayor at large. Mr. Johnson stated that would require a whole new districting.

City Manager Adams asked about the best demographics of voters.

Jim Stireman stated this is all on the website so the public can see it better.

Luis Alvarez Tostado asked about the number of potential voters.

Mr. Johnson stated that Draft C is best balanced for registered voters and B is best balanced for eligible voters.

John Jernigan wanted to know if there was any consideration for multi-family dwellings and have mobile home parks been split in different districts.

Luis Alvarez Tostado asked if the maps are changeable.

Mr. Johnson stated Council has to revisit after each census and every 10 years after.

Carlos Victoria feels Draft B or C is good.

Council Member LeBarre felt Draft B and C good and B was more appropriate.

Sarah Nash asked if you can play with the map numbers on the internet and the consultant stated yes.

Luis Alvarez Tostado stated that Draft C makes more sense to him.

Mayor Cullen asked for a show of hands and more of the public preferred Draft C.

Mayor Pro Tem Jernigan liked Draft C except for the little notch coming down. The consultant explained that the population in the census blocks made it necessary to have the notch.

Mr. Johnson wanted the public to go on the internet and make up any maps that they would like to turn in to him for consideration. RJ Rivera ask what is the preferred method to give map suggestions. Mr. Johnson stated any form is accepted even on a napkin. If people were making changes on an already created map, use a dark pen so it would show up.

Council Member Acosta inquired about 3 people being up for re-election and may not be in the districts. Mr. Johnson stated that there will be an adjustment period and the ones that are not in the correct district will be "at large" during the adjustment period.

Jim Stireman feels the north is going to grow so changes will need to be made.

Mr. Johnson stated that changes will be made to address that in 2021.

Mayor Pro Tem Jernigan stated it seems Map C geographically is balanced and she likes that it seems logical. She asked if the Council felt C was logical to where they live.

Council Member LeBarre was looking at populations so he liked B and C, numbers are good.

Samantha Bengtson asked if something was sent out to people who are not on the internet.

Mayor Cullen stated that they can come into City Hall, it was in the newspaper and on the radio.

City Manager Adams asked if all the maps should be on the internet or only those that are determined to be finalists. Mr. Johnson said to leave all the drafts up, but comment on which was preferred.

Jim Stireman feels people don't know what is going on and maybe a letter going out with a copy of maps would be good. He realizes it is expensive.

Mayor Pro Tem Jernigan asked that the Rustler print maps in the paper. She thanked everyone for coming and asked that they tell 2 or 3 people they know what is happening to help spread the word. She appreciates what Mr. Johnson has done.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 2:20 pm.

Approved Signatures:

Mayor, Robert Cullen
City of King

City Clerk, Steven Adams
City of King



Item 9(D)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 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:

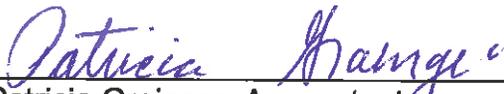
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

CITY COUNCIL/CITY
CITY CHECK REGISTER
APRIL 26, 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

Apr 8, 2016 (FY 2015-16)

Date: 04/08/2016

Time: 4:12 pm

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Exhibit No.

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
57523	04/08/2016	Printed		A & G PUMP	A & G PUMPING, INC	Pump out Septic - Golf Course	275.00
57524	04/08/2016	Printed		A T T	A T & T	City Hall Internet	145.00
57525	04/08/2016	Printed		ACME	ACME ROTARY BROOM SERVICE	Brooms for Sweeper	1,285.25
57526	04/08/2016	Printed		ASI	ADMINISTRATIVE SOLUTIONS, INC	City Self Funded Medical	5,000.00
57527	04/08/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Desktop Computer - City Clerk	1,006.68
57528	04/08/2016	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supplies	1,121.28
57529	04/08/2016	Printed		AT&T - C	AT&T	911 Dispatch Line	121.76
57530	04/08/2016	Printed		CCCA	CALIFORNIA CITY CLERKS ASSOC	Membership (Yearly)	130.00
57531	04/08/2016	Printed		CA WATER	CALIFORNIA WATER SERVICE CO.	City's Water Service -	2,896.55
57532	04/08/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	Forden Posters -	44.00
57533	04/08/2016	Printed		CNASUR	CNA SURETY DIRECT BILL	Membership & Dues	350.00
57534	04/08/2016	Printed		COASTAL	COASTAL TRACTOR	Repair Lawn Mower	239.91
57535	04/08/2016	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	Edger Blades	152.60
57536	04/08/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Site Inspection	80.00
57537	04/08/2016	Printed		DAVID ORTI	DAVID ORTIZ	Softball Umpire	62.75
57538	04/08/2016	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access & Education	159.00
57539	04/08/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	Plan Review - Zoning	23,251.62
57540	04/08/2016	Printed		FED EXP	FEDEX	FedEx Mailing	67.48
57541	04/08/2016	Printed		FLORESTH	THOMAS FLORES	Softball Umpire -	42.50
57542	04/08/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	City Hall Landscaping	270.57
57543	04/08/2016	Printed		GRACE	GRACE LUTHERAN CHURCH	Sewer Overflow Damage	849.35
57544	04/08/2016	Printed		HALE	DAVID P HALE	Legal Service Gen Plan	1,872.00
57546	04/08/2016	Printed		HANNA	HANNA & BRUNETTI	1 St Street Pedestrian Bike	26,309.91
57547	04/08/2016	Printed		HDL	HDL SOFTWARE, LLC	Permit Tracking Software	5,072.38
57548	04/08/2016	Printed		JIMENEZJO	JOSE JIMENEZ	Softball Umpire	57.75
57549	04/08/2016	Printed		JOHNSONL	LAUREN JOHNSON	Softball Umpire	35.00
57550	04/08/2016	Printed		KCHSMB	KCHS MUSTANG BENCH	Fireworks Permit	247.00
57551	04/08/2016	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Rental Space Advertising	470.99
57552	04/08/2016	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Shop Repairs and Mower	441.07
57553	04/08/2016	Printed		KC TRUE	KING CITY TRUE VALUE	Scrub Brush	561.12
57554	04/08/2016	Printed		KOCZANOWII	LAW OFFICE OF	Legal Fee Service	6,263.00
57555	04/08/2016	Printed		LIBERTY	LIBERTY TAX SERVICE	City Council Interpretation	130.00
57556	04/08/2016	Printed		LINCOLN	LINCOLN AQUATICS	BB Hoop for Pool	1,019.45
57557	04/08/2016	Printed		MARTINEZCA	CAROLINE MARTINEZ	Softball Umpire	20.00
57558	04/08/2016	Printed		MAYNARD	THE MAYNARD GROUP	Telephone Maint. Support	458.29
57559	04/08/2016	Printed		MO CO INFO	MO CO INFORMATION TECHNOLOGY	Radio Repair & Installation	8,026.54
57560	04/08/2016	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Monthly Copier Contract &	1,531.58
57561	04/08/2016	Printed		NOR-CAL AS	NOR-CAL ASA	ASA insurance Registration	94.95
57562	04/08/2016	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Service Check #30	280.82
57563	04/08/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies - Step Stool	660.06
57564	04/08/2016	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Light Bulbs Truck #13	18.74
57565	04/08/2016	Printed		PEOPLE	PEOPLEFACTS	Background Check - Adm Asst.	80.00
57566	04/08/2016	Printed		PAC	PG&E	City's Electric & Gas Service.	23,044.14
57567	04/08/2016	Printed		ROMIE	JAMES PONDER	Cat Exam Injured Leg/	50.00
57568	04/08/2016	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage Supplies	11.18
57569	04/08/2016	Printed		PURE WATER	PURE WATER BOTTLING	City Hall Water	23.20
57570	04/08/2016	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	404.79
57571	04/08/2016	Printed		REPATT	R. E. PATTERSON AND ASSOCIATES	Emergency Management	1,500.00
57572	04/08/2016	Printed		RAINBOW	RAINBOW PRINTING	Ordered Patrol Forms	304.91
57573	04/08/2016	Printed		RAMIREZC	CORALI RAMIREZ	Payment - Art Class	450.00

Check Register Report

Apr 8, 2016 (FY 2015-16)

Date: 04/08/2016

Time: 4:12 pm

Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
57574	04/08/2016	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet Service	30.90
57575	04/08/2016	Printed		SILVAPA	PABLO SILVA	Basketball Official	70.00
57576	04/08/2016	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Patrol Report Dictation	20.71
57577	04/08/2016	Printed		SPECIALTY	SPECIALTY CONSTRUCTION INC.	Progress Pmt #5	521,313.25
57578	04/08/2016	Printed		SPRINT	SPRINT	City's Telephone Long Distance	176.50
57579	04/08/2016	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Legal Service	4,032.00
57580	04/08/2016	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Monthly Car Washes	993.88
57581	04/08/2016	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	Investigation Info.	25.00
57582	04/08/2016	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	Install Battery Charger	3,058.05
57583	04/08/2016	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones & MCT's	255.13
57584	04/08/2016	Printed		WESTDETEN	WESTERN DETENTION	Jail Keys	124.50
57585	04/08/2016	Printed		WM J. CLAR	WM J. CLARK TRUCKING SVC, INC.	Concrete Mix Airport	72.66
Total Checks: 62						Checks Total (excluding void checks):	647,162.75
Total Payments: 62						Bank Total (excluding void checks):	647,162.75
Total Payments: 62						Grand Total (excluding void checks):	647,162.75



Item 9(E)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 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:

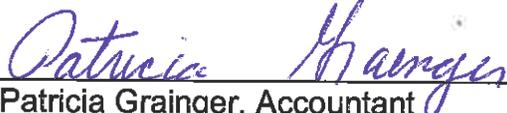
The following alternatives are provided for Council consideration:

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
APRIL 26, 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

Apr 8, 2016 (FY 2015-16)SA

Date: 04/08/2016

Time: 4:32 pm

Page: 1

Exhibit No.

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

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

181	04/08/2016	Printed			KOCZANOWIK LAW OFFICE OF	Legal Fee Service	358.00
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Total Checks: 1

Checks Total (excluding void checks): 358.00

Total Payments: 1

Bank Total (excluding void checks): 358.00

Total Payments: 1

Grand Total (excluding void checks): 358.00



Item 9(F)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: APRIL 26, 2016
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: STEVEN ADAMS, SECRETARY
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: PUBLIC FINANCING AUTHORITY 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 for the Public Financing Authority 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/PUBLIC FINANCING AUTHORITY
PUBLIC FINANCING AUTHORITY CHECK REGISTER
APRIL 26, 2016
PAGE 2 OF 2

Exhibit (s)

1. Check Register Report

Submitted by: Patricia Grainger
Patricia Grainger, Accountant

Approved by: Steven Adams
Steven Adams, Secretary

Check Register Report

Apr 8, 2016 (FY 2015-16)PFA

Exhibit No. 4

Date: 04/08/2016

Time: 4:51 pm

Page: 1

KING CITY CITY HALL

BANK: KING CITY FINANCE AUTHORITY

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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KING CITY FINANCE AUTHORITY Checks

300	04/08/2016	Printed		HANNA	HANNA & BRUNETTI	Infrastructure 1 St Street-	36,874.57
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Total Checks: 1

Checks Total (excluding void checks): 36,874.57

Total Payments: 1

Bank Total (excluding void checks): 36,874.57

Total Payments: 1

Grand Total (excluding void checks): 36,874.57



Item 9(G)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: APRIL 26, 2016
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: STEVEN ADAMS, SECRETARY
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: MONTHLY TREASURER'S REPORT – MARCH 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." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

The California Government Code authorizes and regulates the investment of local agency (city and county) funds. The Authority currently invests its funds with the Local Agency Investment Fund (LAIF) Program, administered by the State of California Treasurer's office, as well as bank CD's and instruments issued by agencies of the United States Government. A summary of investments and returns for the Financing Authority is provided in the attached report.

COST ANALYSIS:

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

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT –APRIL 26, 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, Secretary

City of King
 Investment Report
 Schedule of Cash and Investments
 March 31, 2016

Exhibit No. _____

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank		19,202.07	On Demand	N/R
State of California LAIF- Financing Authority (1)	0.37%	5,008.66	On Demand	N/R
Invested by City Treasurer (Subtotal):		24,210.73		
Piper Investments	0.10%	160,255.12	Varies	
ProEquities Investments	0.00%	1,020,232.09		
Invested by City Treasurer (Subtotal):		1,180,487.21		
Total Cash and Investments		1,204,697.94		

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 04/26/2016. Cash flow liquidity is still limited.

SIGNED: 
 Secretary

Note:
 (1) Debt Service



Item 9(H)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT –
MARCH 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 – APRIL 26,
2016
PAGE 2 OF 2**

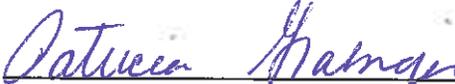
ALTERNATIVES:

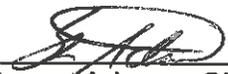
The following alternatives are provided for Council consideration:

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
March 31, 2016

Exhibit No. 1

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	SA Checking Account		893,761.62	On Demand	N/R
Invested by City Treasurer (Subtotal):			893,761.62		
Invested by Trustees (as of March 2016 Statements)					
Bond Reserves (1)					
U.S. Bank - 1998 TARB					
First Union Corporation	Reserve Account #45	0.00%	0.00	9/1/2024	0.00
First American Treasury Obligations	Special Fund #40	0.00%	0.00	9/30/2016	0.00
First American Treasury Obligations	Interest Account #41	0.00%	0.00	9/30/2016	0.00
First American Treasury Obligations	Principal Account #42	0.00%	0.01	9/30/2016	0.00
First American Treasury Obligations	Surplus Account #46	0.00%	0.00	9/30/2016	0.00
U.S. Bank - 2011 TARB					
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	0.10%	85.80	8/1/2016	85.80
US Bank Money Market Ct	Sinking Fund #8003	0.00%	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
U.S. Bank - 2016 TARB					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	222.78	3/31/2025	222.78
US Bank Money Market Ct	Interest Account #6001	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,500.00	3/31/2025	319,500.00
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	12,675.54	9/30/2016	12,675.54
US Bank Money Market Ct	Escrow Fund #6050	0.39%	3,352,622.00	9/30/2016	3,352,622.00
Market Value Provided by U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			4,166,168.83		
Total Cash and Investments			5,059,930.45		

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 04/26/2016. Cash flow liquidity is still limited.

SIGNED: _____



City Treasurer

Note:
(1) Bonds



Item 9(I)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: MONTHLY TREASURER'S REPORT – MARCH 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
APRIL 26, 2016
PAGE 2 OF 2**

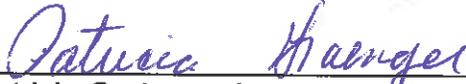
ALTERNATIVES:

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
March 31, 2016

Exhibit No. 1

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
State of California LAIF - City	Pooled	0.37%	4,343,000.21	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	654,330.12	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	8,220.97	On Demand	N/R
Petty Cash/ Police	Change Cash Drawer		0.00	On Demand	N/R
Petty Cash/ Police-Special Inv.	Change Cash Drawer		0.00		
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			5,097,971.37		
Total Cash and Investments			5,097,971.37		

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 04/26/2016. Cash flow liquidity is still limited.

SIGNED: 
City Treasurer



Item 9(J)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER/EXECUTIVE DIRECTOR

RE: CONSIDERATION OF RESOLUTIONS RE-ESTABLISHING STAGGERED TERMS FOR THE PLANNING COMMISSION AND RECREATION COMMISSION

RECOMMENDATION:

It is recommended the City Council: 1) adopt a resolution re-establishing staggered terms for the Planning Commission; and 2) adopt a resolution re-establishing staggered terms for the Recreation Commission.

BACKGROUND:

The Recreation Commission was discontinued and later reinstated. As a result, all commissioners were appointed at the same time, which means all their terms would expire concurrently. In addition, the City has not replaced or re-appointed commissioners in a timely manner for either the Planning Commission or Recreation Commission. This has caused confusion in the expiration of terms.

DISCUSSION:

It is important to maintain staggered terms on boards and commissions in order to provide a level of continuity. Staff also recommends steps be taken to reinstate a regular schedule of appointing new members or reappointing members of boards and commissions when terms expire.

As a result, it is recommended that new terms of 1 year and 3 years be established for the Planning Commission and Recreation Commission. The terms recommended are based on when commissioners began their existing terms, and the recommendations were reviewed with each of the commissions. In addition, a date of March 31st in odd numbered years is recommended in order to provide newly seated council members the opportunity to appoint new

**CITY COUNCIL
CONSIDERATION OF RESOLUTIONS RE-ESTABLISHING STAGGERED
TERMS FOR THE PLANNING COMMISSION AND RECREATION
COMMISSION
APRIL 26, 2016
PAGE 2 OF 2**

commission members to advise them, but at the same time provides an adequate period for them to solicit applications before appointments will be due.

COST ANALYSIS:

There is no cost impact from the recommended action.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Adopt the recommended resolutions;
2. Modify the recommended dates and/or periods for the terms;
3. Do not adopt the recommended resolutions and provide recommendations for new appointments; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

A RESOLUTION OF CITY COUNCIL OF CITY OF KING, CALIFORNIA RE-ESTABLISHING STAGGERED TERMS FOR THE PLANNING COMMISSION MEMBERS

WHEREAS, consistent with the State Law, City of King Municipal Code and City Charter, City Council has the authority to appoint Planning Commissioners for the City of King; and

WHEREAS, in order to have successful recruitment, continuation of service and planned succession on the Planning Commission, it is preferred that the terms of service are staggered; and

WHEREAS, due to various reasons, including recent Municipal Code amendments the appointments and terms of the current Planning Commissioners have resulted in terms that are not consistent and staggered; and

WHEREAS, the City Council has the power and desire to adjust the terms of the current Planning Commissioners based on their appointment dates and length of service in order to again, put staggered terms into effect.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of King, California that the current Planning Commissioners are hereby reappointed and will serve their terms based on the following schedule:

<u>PC Member</u>	<u>Terms - Expiration Dates</u>
David Nuck, 3 years	March 31, 2019
David Mendez, 1 year	March 31, 2017
Margaret Raschella, 1 year	March 31, 2017
Michael Barbree, 1 year	March 31, 2017
Ralph Lee, 3 years	March 31, 2019

NOW BE IT FURTHER RESOLVED that this Resolution supersedes all prior appointments and that effective with these terms, all future vacancies are filled in accordance with the provisions of the King City Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council on the day of , 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF CITY COUNCIL OF CITY OF KING, CALIFORNIA RE-ESTABLISHING STAGGERED TERMS FOR THE RECREATION COMMISSION MEMBERS

WHEREAS, consistent with the State Law, City of King Municipal Code and City Charter, City Council has the authority to appoint Recreation Commissioners for the City of King; and

WHEREAS, in order to have successful recruitment, continuation of service and planned succession on the Recreation Commission, it is preferred that the terms of service are staggered; and

WHEREAS, due to various reasons, including recent Municipal Code amendments the appointments and terms of the current Recreation Commissioners have resulted in terms that are not consistent and staggered; and

WHEREAS, the City Council has the power and desire to adjust the terms of the current Recreation Commissioners based on their appointment dates and length of service in order to again, put staggered terms into effect.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of King, California that the current Recreation Commissioners are hereby reappointed and will serve their terms based on the following schedule:

<u>RC Member</u>	<u>Terms - Expiration Dates</u>
Sharlene Hughes - 3 years	March 31, 2019
Ricky Humphreys - 3 years	March 31, 2019
Ken Kline - 1 year	March 31, 2017
Victor Cortez - 1 year	March 31, 2017
Tiffany Singh - 3 years	March 31, 2019

NOW BE IT FURTHER RESOLVED that this Resolution supersedes all prior appointments and that effective with these terms, all future vacancies are filled in accordance with the provisions of the King City Municipal Code.

PASSED AND ADOPTED at a regular meeting of the City Council on the day of , 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney



Item 9(K)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF KING

FROM: STEVEN ADAMS, CITY MANAGER/EXECUTIVE DIRECTOR

RE: CONSIDERATION OF RESOLUTION AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR STEVEN ADAMS TO EXECUTE CERTIFICATES OF DISPOSITION AND ACCEPTANCE FOR DEEDS AND OTHER CONVEYANCES

RECOMMENDATION:

It is recommended the City Council/Successor Agency to the Community Development Agency of the City of King adopt a Resolution authorizing the City Manager/Executive Director Steven Adams to execute Certificates of Disposition and acceptance for deeds and other conveyances.

BACKGROUND:

At the February 9, 2016 meeting, the Successor Agency adopted resolutions approving the sale of APN 026-521-008-000, APN 026-521-011-000 and APN 026-521-040-000.

DISCUSSION:

The properties were scheduled to close escrow on April 10, 2016. However, there was a delay due to the fact the underwriter has required a formal resolution from the Successor Agency specifying the name and title of the individual authorized to execute the deeds and other disposition documents. Therefore, the City Attorney has drafted the attached resolution, which has been reviewed by the Escrow Officer, who has indicated it will be accepted.

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF RESOLUTION AUTHORIZING THE CITY
MANAGER/EXECUTIVE DIRECTOR STEVEN ADAMS TO EXECUTE
CERTIFICATES OF DISPOSITION AND OF ACCEPTANCE FOR DEEDS AND
OTHER CONVEYANCES**

APRIL 26, 2016

PAGE 2 OF 2

COST ANALYSIS:

There is no cost impact from the recommended action, but it will enable the Successor Agency to proceed with sale of the properties, which will result in some portion of the revenues to the City.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Adopt the Resolution;
2. Make modifications to language in the Resolutions and then adopt; or
3. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager/Executive Director

RESOLUTION NO. XXX – 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
IN ITS CAPACITY AS SUCCESSOR AGENCY TO
CITY OF KING COMMUNITY DEVELOPMENT AGENCY
AUTHORIZING THE CITY MANAGER/EXECUTIVE DIRECTOR STEVEN ADAMS
TO EXECUTE CERTIFICATES OF DISPOSITION AND
OF ACCEPTANCE FOR DEEDS AND OTHER CONVEYANCES**

WHEREAS, Government Code Section 27281 requires that deeds or grants conveying any interest in or easement upon real estate to a city for public purposes shall not be accepted for recordation without the consent of the City evidenced by the certificate or resolution of acceptance attached to or printed on the deed or grant.; and

WHEREAS, Government Code Section 27281 also states that a City, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds or grants.

WHEREAS, Government Section 27287 requires execution by an authorized officer of the corporation for disposition of any real property of the corporation.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of King in its capacity as Successor Agency to City of King Community Development Agency, as follows:

Section 1: The City Manager, Steven Adams, is authorized on behalf of the City of King to execute acceptances and consents for all deeds, grants and other conveyances, transmitting any interest in real estate for public purposes where such acquisitions, acceptances and/or consents were approved by the City Council of the City of King. The City Manager, Steven Adams, is also authorized to execute acceptances and consents that involve the acceptance of easements or right-of-way for public improvements without the prior approval of the City Council, as such approval is granted in this Resolution. The City Manager, Steven Adams, is further authorized to execute deeds, grants and other dispositions or conveyances of any interest in real estate where such were approved by the City Council on behalf of the City or Successor Agency to the former City of King Community Development Agency.

Section 2: If the City Manager is unavailable to execute the acceptance, consent, or other necessary documents, the interim, Acting or Assistant City Manager is so authorized.

PASSED, APPROVED and ADOPTED at a regular meeting of the City of King City Council held on this XXXX day of XXXX, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT CULLEN, Mayor
City of King, California

ATTEST:

City Clerk

APPROVED AS TO FORM

MARTIN D. KOCZANOWICZ, City Attorney



Item 9(L)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF SALE OF CITY PARCEL NUMBER 026-351-036-000

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving the Vacant Land Purchase Agreement and Joint Escrow Instructions for the sale of parcel #026-351-036-000 to King City Cultivation LLC for \$706,000 and authorizing the City Manager to execute documents associated with disposition of the property.

BACKGROUND:

The City owns a 2.48 acre parcel on Industrial Way. It is located three properties north of the Public Works Corporation Yard. The parcel used to be part of the airport land. The City has not identified any use for the property. As a result, at the March 22, 2016 meeting, the City Council directed staff to list the property for sale.

DISCUSSION:

The property was listed and marketed by Michael Bassetti of Cushman Wakefield. Five offers were received. Staff recommends accepting the highest offer, which is \$706,000 from Ron Glantz Et. Al or Assignee. Staff will attempt to close escrow by June 30, 2016, which would be instrumental in providing revenue necessary to balance the General Fund budget for FY 2015-16.

COST ANALYSIS:

The net anticipated revenue after fees and closing costs is roughly projected to be approximately \$650,000. Funds will be deposited in the General Fund and should be sufficient to ensure the 2015-16 fiscal year is balanced.

**CITY COUNCIL
CONSIDERATION OF SALE OF CITY PARCEL NUMBER 026-351-036-000
APRIL 26, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt the resolution;
2. Do not adopt resolution and request staff to reconsider other offers; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL FOR CITY OF KING APPROVING THE SALE OF A CERTAIN PARCEL OF LAND OWNED BY THE CITY IDENTIFIED AS APN 026-351-036 TO KING CITY CULTIVATION LLC

WHEREAS, City of King, a Charter City, owns a certain parcel of land identifiable as APN 026-351-036, for which there is no identifiable public purpose or use per inventory under Government Code Section 50569, which will be presented to the Council before the end of the year; and

WHEREAS, City desires to dispose of this parcel to provide for private development and to retain the revenue to assist in budget crisis resulting from various factors including economic crisis, dissolution of redevelopment agencies by the State and rebuilding of the City's Police Department; and

WHEREAS, the proposed sale of this property is not a Project under definitions of CEQA since the sale purchase transaction is not an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, City Council and staff have been provided with credible evidence from City's real estate Broker, which identifies the proposed sale price to be above the fair market value of the property; and

WHEREAS, the proceeds from this sale will greatly assist the budgetary crisis in the City and their receipt should not be delayed unnecessarily.

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

THAT the subject property be sold to King City Cultivation, LLC for \$706,000.00, under the terms of the Sale Purchase Agreement attached as Exhibit A to this Resolution and incorporated by this reference; and

BE FURTHER RESOLVED THAT the the City Manager is authorized to execute the Agreement and Deeds on behalf of the City of King, and any other documents necessary to complete this transaction.

PASSED AND ADOPTED at a regular meeting of the City Council on the day of , 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney



CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS Exhibit No. (C.A.R. Form VLPA, Revised 12/15)

Date Prepared: March 28, 2016

1. OFFER:

- A. THIS IS AN OFFER FROM Ron Glantz Et. Al or Assignee ("Buyer"),
B. THE REAL PROPERTY to be acquired is APN 026-351-036, situated in King City (City), King City (County), California, (Zip Code), Assessor's Parcel No. 026-351-046 ("Property").
C. THE PURCHASE PRICE offered is Five Hundred Fifty Thousand Dollars \$ 550,000.00
D. CLOSE OF ESCROW shall occur on (date) or 60 Days After Acceptance.
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent Cushman Wakefield (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent KW Coastal Estates (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 10,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or) to the agent submitting the offer (or to), made payable to . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
C. ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % of the loan amount.
(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing Other . This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed % of the loan amount.
(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS:

Buyer's Initials () ()
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VLPA REVISED 12/15 (PAGE 1 OF 11)

Seller's Initials () ()



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other **Vacant Land Purchase Contract**

dated March 28, 2016, on property known as APN 026-351-036

in which Ron Glantz Et. Al or Assignee is referred to as ("Buyer/Tenant") and City of King or owner of record is referred to as ("Seller/Landlord").

- I. The purchase price to be \$706,000.
- II. The buyer is hereby changed to King City Cultivation LLC, Ron Glantz or Rob Baruck may sign on behalf of the buyer as King City Cultivation.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 4/12/2016
Buyer/Tenant Ron Glantz Et. Al or Assignee

Date _____
Seller/Landlord City of King or owner of record

Date 4/12/2016
Buyer/Tenant King City Cultivation, LLC

Seller/Landlord _____

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Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 2

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other dated March 28, 2016, on property known as APN 026-351-036

in which King City Cultivation LLC is referred to as ("Buyer/Tenant") and City of King or owner of record is referred to as ("Seller/Landlord").

1. As clarification to page one of original offer, the parcel number of the subject property is 026-351-036 not 026-351-046.

2. The earnest money deposit as set forth on page one of the original offer will be changed to \$50,000 instead of \$10,000

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____
DocuSigned by: Rob Baruck, Managing Member/18/2016
Buyer/Tenant King City Cultivation LLC

Date _____
Seller/Landlord City of King or owner of record

Buyer/Tenant _____

Seller/Landlord _____

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Reviewed by _____ Date _____



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Property Address: APN 026-351-036,

Date: March 28, 2016

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 540,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. **PURCHASE PRICE (TOTAL):** \$ 550,000.00
- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or) Days After Acceptance.
- J. **LOAN TERMS:**
 - (1) **LOAN APPLICATIONS:** Within 3 (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. **SELLER FINANCING:** The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
 - (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
 - (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
 - (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials () ()

Seller's Initials () ()

VLPA REVISED 12/15 (PAGE 2 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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King City

Property Address: APN 026-351-036,

Date: March 28, 2016

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).

6. **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

A. ADDENDA: Addendum # _____ (C.A.R. Form ADM)
 Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
 Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 Short Sale Addendum (C.A.R. Form SSA) Other _____

B. BUYER AND SELLER ADVISORIES: Buyer's Inspection Advisory (C.A.R. Form BIA)
 Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
 Short Sale Information and Advisory (C.A.R. Form SSIA) Other _____

8. **OTHER TERMS:** The parties agree that Buyer may assign this purchase agreement

9. ALLOCATION OF COSTS

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: _____ prepared by seller choice
- (2) Buyer Seller shall pay for the following Report _____ prepared by _____
- (3) Buyer Seller shall pay for the following Report _____ prepared by _____

B. ESCROW AND TITLE:

- (1) (a) Buyer Seller shall pay escrow fee Split 50/50
(b) Escrow Holder shall be Chicago Title G Wiles
(c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 18E _____
(b) Owner's title policy to be issued by Chicago Title G Wiles
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or fee _____
- (2) Buyer Seller shall pay City transfer tax or fee if any _____
- (3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee _____
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7) Buyer Seller shall pay for any private transfer fee _____
- (8) Buyer Seller shall pay for _____
- (9) Buyer Seller shall pay for _____

10. **CLOSING AND POSSESSION:** Possession shall be delivered to Buyer: (i) at 6 PM or (9 AM/ PM) on the date of Close Of Escrow; (ii) no later than _____ calendar days after Close Of Escrow; or (iii) at _____ AM/ PM on _____ The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials ([Signature]) (_____)

Seller's Initials (_____) (_____)



Property Address: APN 026-351-036,Date: March 28, 2016**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
 (2) The following items: _____

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
 (4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: _____**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

(1) **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials () (_____)

Seller's Initials (_____) (_____)

VLPA REVISED 12/15 (PAGE 4 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 4 OF 11)

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King City



Property Address: APN 026-351-036,Date: March 28, 2016

- D. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
- 15. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B.** At least 7 (or ___) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ___) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A.** Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B.** Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C.** Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- 17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Buyer Indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
- D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
- E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, ~~Septic~~ and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials () ()Seller's Initials () ()

VLPA REVISED 12/15 (PAGE 5 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

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King City



Property Address: APN 026-351-036, ,

Date: March 28, 2016

- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

18. TITLE AND VESTING:

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or ___) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or 45) Days After Acceptance**, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or ___) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials () ()

Seller's Initials () ()

VLPA REVISED 12/15 (PAGE 6 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 6 OF 11)

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King City



Property Address: APN 026-351-036, ,

Date: March 28, 2016

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ___) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ___) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or ___) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation off/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation off/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials () ()

Seller's Initials () ()



Property Address: APN 026-351-036,

Date: March 28, 2016

District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (I) for periods after Close Of Escrow, by Buyer; and (II) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ___) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (I) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow-Holder; or (II) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

Buyer's Initials () (_____)

Seller's Initials (_____) (_____)



Property Address: APN 026-351-036, ,

Date: March 28, 2016

27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

28. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 28C.

- B. **ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

VLPA REVISED 12/15 (PAGE 9 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)



Property Address: APN 026-351-036,

Date: March 28, 2016

- 31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOOA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

- 36. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by A member of MPHT, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date BUYER  3/29/2016
 (Print name) Ron Glantz Et Al or Assignee
 Date _____
 (Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials () (_____)

Seller's Initials (_____) (_____)



Property Address: APN 026-351-036,

Date: March 28, 2016

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement.

Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____

AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) KW Coastal Estates CalBRE Lic. # 01980326

By Anthony Davi - MPT CalBRE Lic. # 01036716 Date 5/29/2016

Address 501 Lighthouse City Pacific Grove State CA Zip 93950

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) Cushman Wakefield CalBRE Lic. # _____

By _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), counter offer numbers _____ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any

supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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VLPA REVISED 11/14 (PAGE 11 OF 11)

Buyer's Acknowledgment that page 11 is part of this Agreement (_____) (_____)

Reviewed by _____
Broker or Designee _____



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: APN 026-351-036,

("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. SQUARE FOOTAGE, AGE, BOUNDARIES: Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. SOIL STABILITY: Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL: Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

F. ENVIRONMENTAL HAZARDS: Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

G. EARTHQUAKES AND FLOODING: Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. FIRE, HAZARD AND OTHER INSURANCE: The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS: Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

J. RENTAL PROPERTY RESTRICTIONS: Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

K. SECURITY AND SAFETY: State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer

3/29/2016

Buyer

Ron Glantz Et Al or Assignee

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Date _____
Seller DocuSigned by: _____ Date _____
Buyer [Signature] 3/29/2016 Ron Glantz Et. Al or Assignee Date _____
Buyer CDE4088E87B44A3... _____ Date _____

Real Estate Broker (Firm) Cushman Wakefield CalBRE Lic # _____ Date _____
By _____ CalBRE Lic # _____ Date _____

DocuSigned by:
Real Estate Broker (Firm) KW Coastal Estates CalBRE Lic # 01980326 Date _____
By Anthony Davi - MPHT 3/29/2016 CalBRE Lic # 01036716 Date _____
Anthony Davi - MPHT

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PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer. To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

[X] Buyer [] Seller [] Landlord [] Tenant Date 3/29/2016

[] Buyer [] Seller [] Landlord [] Tenant Date

Agent DocuSigned by: KW Coastal Estates BRE Lic. # 01980326 Real Estate Broker (Firm) 3/29/2016 By Anthony Davi - MPHT BRE Lic. # 01036716 Date

Agency Disclosure Compliance (Civil Code §2079.14): When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant. When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: Seller/Landlord Date Seller/Landlord Date

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(Name of Listing Agent) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Reviewed by _____ Date _____



AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



Item 9(M)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF LABOR AGREEMENT WITH THE KING CITY POLICE OFFICERS ASSOCIATION

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving the Memorandum of Understanding (MOU) with the King City Police Officers Association (KCPOA) for FY 2016-17 through 2018-19.

BACKGROUND:

The current agreement with the KCPOA expired on July 1, 2015. The City has been in negotiations since May 2015. The City was represented by a professional labor relations consultant. Agreement has now been reached with representatives of the Union.

DISCUSSION:

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

FY 2015-16	15.0%
FY 2016-17	2.5%
FY 2017-18	2.5%

The FY 2015-16 increase for KCPSA will be retroactive to February 1, 2016. Future increases will take effect on July 1st of each year.

The need for adjustments to salaries is due to current compensation well below comparable cities, which creates difficulties in recruiting and maintaining staff. It is critical that the City be able to improve retention and hiring effectiveness. The intent of the increases is to bring salaries closer to parity.

**CITY COUNCIL
CONSIDERATION OF LABOR AGREEMENT WITH THE KING CITY POLICE
OFFICERS ASSOCIATION
APRIL 26, 2016
PAGE 2 OF 2**

The other most significant modification in the MOU is the elimination of binding arbitration for disciplinary actions, which will be replaced with advisory arbitration. This will be an important change in order to increase efficiency in the Police Department. Given the recent increases in medical costs, there is also language that specifies the parties will agree to reopen discussions related to any aspect of medical coverage in the future if it becomes necessary.

Lastly, step increases have been frozen for the past few years. Approval of the MOU will unfreeze these step increases.

COST ANALYSIS:

The total cost of the agreement is projected to be approximately \$46,000 in FY 2015-16 for the 5-month period that the increases will be in effect. This amount was estimated in the mid-year budget review. The total increase to the budget in FY 2016-17 is projected to be approximately \$138,000. The cost is estimated to be an additional increase of approximately \$25,000 in the third year of the MOU.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolution;
2. Do not adopt the Resolution and provide direction to staff to renew negotiations; or
3. Provide other direction to staff.

Submitted and Approved by:



Steven Adams, City Manager

RESOLUTION NO

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND KING
CITY POLICE OFFICERS ASSOCIATION (KCPOA)**

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting held on the 26th day of April, 2016 by the following vote:

AYES, and in favor thereof, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAINING, Council Members:

APPROVED:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin Koczanowicz, City Attorney

Exhibit No.

1

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING CITY
AND EMPLOYEES ASSIGNED TO CLASSIFICATIONS REPRESENTED
BY
KING CITY POLICE OFFICERS' ASSOCIATION (KCPOA)
FOR THE PERIOD
JULY 1, 2015 THROUGH JUNE 30, 2018

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	1
	SECTION 1 - ADMINISTRATION.....	1
	SECTION 2 - PAYROLL DEDUCTION.....	1
ARTICLE II	COMPENSATION.....	2
	SECTION 1 - SALARY	2
	SECTION 2 - SALARY ADVANCEMENT	2
	SECTION 3 - ACTING DUTY PAY	2
	SECTION 4 - WORKDAY	3
	SECTION 5 - OVERTIME COMPENSATION	3
	SECTION 6 - HOLIDAY COMPENSATION.....	4
	SECTION 7 - CALLBACK.....	4
	SECTION 8 - LONGEVITY PAY	4
	SECTION 9 - UNIFORM/EQUIPMENT ALLOWANCE	4
	SECTION 10 – COURT PAY	5
	SECTION 11 - ASSIGNMENT PAY FOR FIELD TRAINING OFFICER.....	5
	SECTION 12 - ASSIGNMENT PAY FOR INVESTIGATOR	6
	SECTION 13 - RESIDENCY REQUIREMENT/COMPENSATION.....	6
	SECTION 14 - BILINGUAL PAY.....	6
	SECTION 15 - REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS	6
	SECTION 16 - EDUCATION PAY.....	6
ARTICLE III	EMPLOYEE PERFORMANCE.....	7
	SECTION 1 - PERFORMANCE EVALUATION.....	7
	SECTION 2 - PROBATIONARY STATUS.....	7
	SECTION 3 - PROMOTIONAL STATUS	7
ARTICLE IV	BENEFITS.....	8
	SECTION 1 - HEALTH INSURANCE	8
	SECTION 2 - EMPLOYEES' ASSISTANCE PROGRAM (EAP).....	8
	SECTION 3 - PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.)	8
	SECTION 4 - DEFERRED COMPENSATION PROGRAMS	9
	SECTION 5 - STATE DISABILITY INSURANCE.....	9
ARTICLE V	LEAVES	9
	SECTION 1-ANNUAL LEAVE	9
	SECTION 2 - SICK LEAVE	11
	SECTION 3 - COMPENSATORY LEAVE.....	11
	SECTION 4 - HOLIDAY LEAVE	12
	SECTION 5 - BEREAVEMENT LEAVE	12
	SECTION 6 - WORKER COMPENSATION LEAVE	12
	SECTION 7 - MILITARY LEAVE.....	12
	SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY/ FAMILY MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT	13

SECTION 9 - TRAINING LEAVE.....	13
SECTION 10 - TIME OFF FOR VOTING.....	13
SECTION 11 - STEWARD LEAVE.....	14
ARTICLE VI LAYOFF.....	14
SECTION 1 - PREREQUISITE FOR LAYOFF.....	14
SECTION 2 - ORDER OF LAYOFF.....	15
SECTION 3 - VOLUNTARY DEMOTION.....	15
SECTION 4 - RECALL.....	15
ARTICLE VII NON-DISCRIMINATION.....	16
ARTICLE VIII HEALTH AND SAFETY.....	16
SECTION 1 - SAFETY RESPONSIBILITIES.....	16
ARTICLE IX GRIEVANCE PROCEDURE.....	16
SECTION 1-GRIEVANCE DEFINED.....	16
SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE.....	16
SECTION 3 - FORMAL GRIEVANCE PROCEDURE.....	17
SECTION 4 - NON-DEPARTMENTAL GRIEVANCES.....	18
SECTION 5 - REPRISALS.....	18
ARTICLE X DISCIPLINE AND DISCHARGE.....	19
SECTION 1 - JUST CAUSE.....	19
SECTION 2 - CAUSES FOR DISCIPLINARY ACTION.....	19
SECTION 3 - WRITTEN NOTICE OF DISCIPLINARY ACTION.....	20
SECTION 4 - EMPLOYEE REVIEW.....	20
SECTION 5 - ADMINISTRATIVE APPEAL.....	20
SECTION 6 - REPRESENTATION.....	21
SECTION 7 - NOTICE TO WITNESSES.....	21
SECTION 8 - FAILURE OF EMPLOYEE TO APPEAR AT HEARING.....	21
SECTION 9 - RELEASE OF INFORMATION.....	21
SECTION 10 - DECISION.....	21
SECTION 11 - PROVISIONS NOT APPLICABLE.....	22
ARTICLE XI APPEAL PROCEDURES.....	22
SECTION 1 – REQUEST FOR DISCIPLINARY APPEAL HEARING.....	22
SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING.....	22
SECTION 3 - HEARING OFFICER.....	23
SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING.....	23
SECTION 5 - BURDEN OF PROOF AND EVIDENCE.....	23
SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING.....	23
SECTION 7 - HEARING OFFICER'S DECISION.....	23
SECTION 8 - EFFECTS OF CERTAIN DISCIPLINARY ACTIONS.....	24
ARTICLE XII CITY RIGHTS.....	24

SECTION 1 - EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY	24
ARTICLE XIII ASSOCIATION RIGHTS.....	25
SECTION 1 - PERSONNEL FILES.....	25
ARTICLE XIV MODIFICATION AND DURATION.....	25
SECTION 1 - SEVERABILITY.....	25
SECTION 2 - REOPENING OF NEGOTIATIONS	26
ARTICLE XV KCPOA RESPONSIBILITIES	26
SECTION 1 - SERVICE TO THE COMMUNITY	26
ARTICLE XVI DEFINITION OF TERMS	26
APPENDIX A.....	29
APPENDIX B	30

ARTICLE I
RECOGNITION

SECTION 1 - ADMINISTRATION

- 1.1 The City of King City (hereinafter the "City") recognizes the City of King City Police Officers' Association (hereinafter "KCPOA"), in all matters concerning wages, hours and working conditions for job classification assigned to the KCPOA.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memoranda of Understanding entered into between the City and KCPOA.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et seq.) of Division 4, Title 1 of the Government Code and pursuant to Resolution No. 05-4122 Employer- Employee Relations Resolution of the City of King City.
- 1.4 The KCPOA has been recognized by the City as the majority representative of an employee representations unit consisting of permanent and probationary full-time, employees with the classifications of Police Patrol Officer.
- 1.5 Any new, full-time, sworn classification, approved by the City Council, whose position is not supervisory in nature, shall be represented by KCPOA.
- 1.6 The KCPOA recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.7 The City and the KCPOA agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied through City service.

SECTION 2 - PAYROLL DEDUCTION

- 2.1 The City agrees to provide a payroll deduction plan for members of the KCPOA with respect to union dues.
- 2.2 KCPOA has the sole and exclusive right to have union dues deducted by the City for all employees in this bargaining unit.
- 2.3 The City shall, without charge, pay to KCPOA upon deduction, all sums so deducted from the wages of employees within this bargaining unit.

ARTICLE II
COMPENSATION

SECTION 1 - SALARY

- 1.1 The City shall increase the base pay of each KCPOA employee twenty percent (20%) over the term of this contract.
- a. A fifteen percent (15%) base pay increase, effective retroactively as of February 1, 2016.
 - b. On July 1, 2016, a two and one half percent (2.5%) base pay increase.
 - c. On July 1, 2017, a two and one half percent (2.5%) base pay increase.

SECTION 2 - SALARY ADVANCEMENT

- 2.1 Salary advancement shall mean a pay rate Increase given to an employee, contingent upon an overall rating of "Meets Job Requirements" or better on an annual performance evaluation, within the pay range established for the employee's classification.
- 2.2 Notwithstanding anything to the contrary herein, during the term of this Agreement, there shall be no salary advancements.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above the Step A.
- 2.4 The City's full time pay range consists of six (6) merit steps, A through F.

SECTION 3 - ACTING DUTY PAY

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at his/her discretion.
- 3.4 An employee appointed to acting duty status shall be paid a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, and such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

- 3.6 While serving in active duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment in writing, with justification, as determined by the Personnel Officer.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying the immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) workweek, at any time, at the discretion of the City Manager.

SECTION 4 - WORKDAY

- 4.1 The City and the KCPOA have agreed that the Police Department shall operate on a 3/12 + 8 work schedule. Members assigned to this schedule shall work 80 hours in a designated payroll period, comprised of six 12-hour days and one 8-hour day.
- 4.2 The Chief of Police or designee shall reserve the right to change the standard work period in the event a member of the bargaining unit is assigned to administrative duties; a special assignment is required in order to facilitate the operations of the department; and/or departmental staffing is impacted due to budget reductions or departmental vacancies.

SECTION 5 - OVERTIME COMPENSATION

- 5.1 Employees are eligible to receive overtime, in either paid or compensatory form, but no employee shall work overtime unless authorized in advance to do so by the Chief of Police or designee.
- 5.2 Employees shall receive overtime paid at one and one-half (1 ½) times their prevailing pay rate, or compensatory leave time, credited at one and one half (1 ½) hours for the overtime work performed In excess of their designated work day or as follows:
 - a. Work performed in excess of excess of eight (8) hours in a workday in a five (5) day work week.
 - b. Work performed in excess of ten (10) hours in a workday in a four (4) day work week.
 - c. Work performed in excess of twelve (12) hours in a day.
 - d. Work performed in excess of forty (40) hours in a workweek.

SECTION 6 - HOLIDAY COMPENSATION

- 6.1 Full time employees shall be allowed time off with pay at the employee's straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.
- 6.2 Employees required to work on a holiday shall receive either paid time, calculated at one and one-half (1 ½) times their prevailing pay rate, or compensatory leave time, credited at one and one-half (1 ½) hours, for each hour worked on the holiday.

SECTION 7 - CALLBACK

- 7.1 Employees called back to work after having completed a normal work shift, or those called out during scheduled days off, shall receive a minimum of two (2) hours of overtime compensation.
- 7.2 Overtime compensation shall commence at the time an employee reaches the location(s) where he/she has been directed to report.
- 7.3 Calls to begin a regularly scheduled shift more than one hour prior to the start time of the scheduled shift shall be deemed callbacks.
- 7.4 Calls to return to work that are received more than one hour after the regularly scheduled end of a shift shall be deemed a callback.
- 7.5 Telecommunication contacts, initiated by the City after the completion of the employee's work shift, shall be deemed a callback if, and only if, such contacts require a response exceeding 15 minutes.

SECTION 8 - LONGEVITY PAY

- 8.1 The City agrees to pay longevity pay to all members affected by this MOU at 5% of the employee's prevailing pay rate for service in excess of 3.5 years.

SECTION 9 - UNIFORM/EQUIPMENT ALLOWANCE

- 9.1 Regular, full-time police personnel required to maintain uniforms and equipment in the performance of their duties shall receive an annual allowance of seven hundred dollars (\$700.00) to be paid in 24 equal installments during the calendar year.
- 9.2 Allowances may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or weapons.
- 9.3 Upon requested justification by the employee, the City shall supply a new uniform no more than twice each calendar year. This determination shall be made by the Police Chief and approved by the City Manager.
- 9.4 Newly appointed, sworn personnel shall be issued a service pistol, holster and set of hand cuffs, per City standard issue, at City expense.

- 9.5 All safety equipment required by law and furnished by the City shall be maintained by the City and shall remain the property of the City.
- 9.6 Employees assigned to patrol shall be permitted to wear tactical dress uniforms during duty hours.

SECTION 10 – COURT PAY

- 10.1 The City shall compensate employees as follows:
- a. For actual court appearance in the City of King City during non-duty hours, three (3) hours minimum of overtime compensation, at time and one-half (1 ½) rate.
 - b. For actual court appearance outside the incorporated limits of the City of King City, during non-duty hours, four (4) hours minimum of overtime pay, at time and one-half rate.
- 10.2 Overtime compensation, in either paid or compensatory form, shall be at the election of the employee.
- 10.3 Court appearance within one (1) hour prior to or after the employee's regularly scheduled workday shall be paid at the time and one-half (1 ½) rate. The hourly court minimum does not apply.
- 10.4 Employees, placed on standby by the court, shall receive a minimum of two (2) hours overtime compensation at the time and one-half (1 ½) rate.
- 10.5 Should an employee on callback, pursuant to Section 6, be called to court, then Section 9 of this article shall apply, and overtime shall be paid in accordance with that Section.

SECTION 11 - ASSIGNMENT PAY FOR FIELD TRAINING OFFICER

- 11.1 The assignment of Field Training Officer (FTO) is hereby established.
- 11.2 Field Training Officers shall be assigned at the discretion of the Chief of Police or designee, and officers so assigned must possess an FTO Certification.
- 11.3 An officer assigned as a Field Training Officer shall receive assignment pay at 5% of the employee's prevailing pay rate per month, while working as an FTO. The assignment pay shall cease when the employee is not assigned FTO duties.
- 11.4 The Chief of Police or designee may assign an employee, utilizing a selection method exclusively at the Chiefs discretion.
- 11.5 The assignment of FTO may be removed from a member at the discretion of the Chief of Police or designee and, unless specifically stated as such, removal of the assignment is not punitive in nature.

SECTION 12 - ASSIGNMENT PAY FOR INVESTIGATOR

- 12.1 The assignment of Investigator is hereby established.
- 12.2 Investigators shall be assigned at the discretion of the Chief of Police or designee.
- 12.3 An officer assigned as an Investigator shall receive assignment pay at 5% of the employee's prevailing pay rate per month, while working as an investigator. The assignment pay shall cease when the employee is not assigned Investigator duties.
- 12.4 The Chief of Police or designee may assign an employee, utilizing a selection method exclusively at the Chief's discretion.
- 12.5 The assignment of investigator may be removed from a member at the discretion of the Chief of Police or designee and, unless specifically stated as such, removal of the assignment is not punitive in nature.

SECTION 13 - RESIDENCY REQUIREMENT/COMPENSATION

- 13.1 All members of KCPOA must live within a 75 mile radius of the City limits.
- 13.2 Probationary employees must meet this requirement as a condition of passing probation.
- 13.3 All members of KCPOA, residing within the legally designated sphere of influence of the City of King City, shall be compensated an additional \$150/month.

SECTION 14 - BILINGUAL PAY

- 14.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
- 14.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification.

SECTION 15 - REIMBURSEMENT FOR DAMAGED PERSONAL ITEMS

- 15.1 The City recognizes that certain Items or personal property may become damaged during the course of regular police duties.
- 15.2 The City shall consider replacement of any such items, on a case by case basis, upon recommendation by the Police Chief, provided that such damage occurs while said officer is in the performance of his/her police duties.

SECTION 16 - EDUCATION PAY

- 16.1 Employees who receive educational degrees or certificates that clearly allows the employee to accept and perform additional task and responsibilities in their job category will be paid an

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

AA or POST intermediate Certification	3%
BA or POST Advance Certification	5%
Provided that any Bachelor's degree be of a different major than any AA degree	
MA	5%

It will be up to the department manager, with concurrence of the City Manager, to determine, in advance, if a degree or certificate qualifies the employee for this allowance.

ARTICLE III
EMPLOYEE PERFORMANCE

SECTION 1 - PERFORMANCE EVALUATION

- 1.1 A written performance evaluation shall be completed within thirty (30) days prior to the employee's merit date.
- 1.2 The performance evaluation shall be in a form approved by the City Manager, and shall be signed by the employee, the employee's supervisor, Police Chief and City Manager.
- 1.3 Each employee's performance evaluation shall be discussed with the employee.

SECTION 2 - PROBATIONARY STATUS

- 2.1 Initial appointments to a position shall be subject to a probationary period of twelve (12) months.
- 2.2 The probationary period may be extended by the Chief of Police, upon approval of the City Manager, for a period not to exceed six (6) months, should the Chief of Police find that conditions warrant such an extension.
- 2.3 During the probationary period, the employee may be terminated at any time, without cause and without the right of appeal. Written notice of release shall be furnished by the Chief of Police.

SECTION 3 - PROMOTIONAL STATUS

- 3.1 Promotional appointments shall be tentative and subject to a probationary period of twelve (12) months.

- 3.2 The probationary period may be extended for a period of six (6) months, should the Chief of Police find that conditions warrant such an extension.
- 3.3 During the promotional probationary period, or any extension thereof, the employee may be reduced to previous rank in the promotional-appointed position by the Chief of Police without cause, notice of hearing or appeal.
- 3.4 The Chief of Police or the employee's immediate supervisor, prior to the expiration of the probationary period or any extension thereof, shall serve written notice of such action upon the employee.

ARTICLE IV
BENEFITS

SECTION 1 - HEALTH INSURANCE

- 1.1 The city will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 12/31/2007.
- 1.2 The City shall provide employees with health insurance (medical, dental and optical) for each full-time employee and eligible dependents.
- 1.3 Effective July 1, 2005, the City shall pay 100% of the premium charged the City for employees by its elected plan carrier for employee coverage; employees shall pay one flat fee of \$137.50 per month for dependent coverage and \$100.00 for insurance without dependents.
- 1.4 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's plan. An employee's spouse, domestic partner and I or dependent children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are currently eligible to be enrolled.

SECTION 2 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)

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

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

- 3.1 The City shall enroll all classic employees in the 2% at 50 Plan including, but not limited to the following specific optional public agency contract provisions:

- a. A lump sum death benefit of \$500;
- b. Final compensation calculated as an average of the last consecutive, 36 months of salary; and
- c. Retirement COLA maximum of 2%.

3.2 Classic employees shall pay 9% of their monthly, pensionable compensation.

3.3 All employees hired on, or after, January 1, 2013 shall be enrolled in CalPERS retirement formula 2.7% at 57 Plan, commonly known as PEPRA. PEPRA employees shall pay 50% of the total normal cost, which shall be determined and set by CalPERS each year.

SECTION 4 - DEFERRED COMPENSATION PROGRAMS

4.1 The City shall offer deferred compensation programs to employees in the KCPOA as a voluntary employee election.

SECTION 5 - STATE DISABILITY INSURANCE

5.1 The City shall enroll employees in the State disability program.

5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

ARTICLE V LEAVES

SECTION 1-ANNUAL LEAVE

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

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

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

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

a. Vacation

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

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

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

- (4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.
- (5) For employees with twenty-five (25) or more years' of service, 200 hours days per year accumulated to a maximum of 600 hours.
- (6) Employees shall not take vacation until employed by the City for six (6) months.
- (7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head. The City encourages employees to take a minimum of ten (10) days of vacation leave, and the City shall not unreasonably deny vacation requests.
- (8) Vacation accrued in excess of the maximum hours per service years must be used within 90 days of such accrual or forfeited. Exceptions to this rule must be approved, in writing, by the City Manager.
- (9) POA members agree to voluntarily take a minimum of 10 vacation days off annually, taking care to do so in a manner that minimizes operational impact. (Assuming the officer has sufficient minimums to meet this provision.)

b. Sick Leave

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

c. Floating Holidays

- (1) Employees shall be credited with three floating holidays (24 hours) on January 1 of each calendar year.
- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.
- (3) The Chief of Police, upon approval of the City Manager, may authorize conversion of these hours to cash, if, in the opinion of the Chief of Police, such hours cannot be used due to staffing limitations.

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

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

1.7 Upon termination of employment, the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.

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

SECTION 2 - SICK LEAVE

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

SECTION 3 - COMPENSATORY LEAVE

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

SECTION 4 - HOLIDAY LEAVE

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

4.2 The following days shall be approved City holidays:

January 1 (New Year's Day)

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

The third Monday in February (President's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

Columbus Day (Celebrated in October consistent with Federal holiday)

November 11 (Veteran's Day)

Thanksgiving Day

Day after Thanksgiving

December 24 (Christmas Eve)

December 25 (Christmas)

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

4.4 Employees required to report to work on the aforementioned designated City holidays shall receive an additional four (4) hours of compensatory time in addition to their base pay rate for each holiday worked.

SECTION 5 - BEREAVEMENT LEAVE

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

5.2 Eligibility for bereavement leave shall apply to the death of immediate family members, as defined herein.

SECTION 6 - WORKER COMPENSATION LEAVE

6.1 Members shall be entitled to industrial injury or illness disability benefits according to California Labor Code Section 4850.

SECTION 7 - MILITARY LEAVE

7.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 295.4.

7.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:

a. 3 months of continued salary and benefits for 1-5 years of service.

b. 6 months of continued salary and benefits for 6-15 years of service.

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

SECTION 8 - LEAVE OF ABSENCE WITHOUT PAY/ FAMILY MEDICAL LEAVE ACT/ CALIFORNIA FAMILY RIGHTS ACT

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

SECTION 9 - TRAINING LEAVE

- 9.1 The City may grant a maximum of forty (40) hours of paid leave per fiscal year for employees who attend law enforcement training at their own expense. This leave shall not be deducted from any other leave due the employee.
- 9.2 All training requests shall be approved by the Chief of Police or designee.
- 9.3 Duty days and Required Days Office (ROO's) will be adjusted to accommodate the training schedule.

SECTION 10 - TIME OFF FOR VOTING

- 10.1 The City shall provide employees with time off for voting.
- 10.2 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of supervisor, use working hours which enable the employee to vote.
- 10.3 The supervisor may not authorize an employee to use more than two (2) hours from work with pay for voting.
- 10.4 The authorized time for voting shall be at the beginning or end of work period only, whichever allows the employee the most time for voting and the least time *away* from work.

- 10.5 If the employee knows or has reason to believe that time off for voting shall be necessary on election day, the employee must notify his/her supervisor of that fact at least two (2) days in advance.

SECTION 11 - STEWARD LEAVE

- 11.1 A designated KCPOA steward shall be granted permission, during the course of a work day, to meet, confer *with*, and/or represent an employee on any/all matters within the scope of this Memorandum of Understanding (MOU).
- 11.2 Steward leave shall be paid time, if granted during a normal business day.
- 11.3 Under no circumstances shall the City grant overtime, in either paid or compensatory form, for steward leave.

ARTICLE VI LAYOFF

SECTION 1 - PREREQUISITE FOR LAYOFF

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the following conditions, contained within this Section, shall be prerequisite to such a layoff:
- 1.2 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall have been released from the class first.
- 1.3 All employees in the class have been given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.
- 1.4 Management shall meet and consult with the representative of KCPOA on alternative courses of action to avoid such layoff.
- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar *days* before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

SECTION 2 - ORDER OF LAYOFF

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

SECTION 3 - VOLUNTARY DEMOTION

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

SECTION 4 - RECALL

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

ARTICLE VII
NON-DISCRIMINATION

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

ARTICLE VIII
HEALTH AND SAFETY

SECTION 1 - SAFETY RESPONSIBILITIES

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

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1-GRIEVANCE DEFINED

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

SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE

- 2.1 When an employee has a complaint, the employee and/or the employee's designated representative shall first informally discuss the matter with the employee's immediate supervisor within ten (10) working days from the incident or decision generating the grievance.

- 2.2 If after discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or employee's designated representative shall have the right to discuss the complaint with the supervisor's immediate superior.
- 2.3 If after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance pursuant to Section 3 of this Article.

SECTION 3 - FORMAL GRIEVANCE PROCEDURE

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

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

SECTION 4 - NON-DEPARTMENTAL GRIEVANCES

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

SECTION 5 - REPRISALS

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

ARTICLE X
DISCIPLINE AND DISCHARGE

SECTION 1 - JUST CAUSE

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

SECTION 2 - CAUSES FOR DISCIPLINARY ACTION

- 2.1 The following types of employee conduct may result in disciplinary action up to and including termination. These types are listed only as examples, and are not representative or inclusive of all issues that may lead to disciplinary action.
 - a. Omission or willful misrepresentation of material fact or other fraud in securing employment.
 - b. Substandard performance of work duties and responsibilities.
 - c. Neglect of duties.
 - d. Insubordination or willful disobedience.
 - e. Conduct unbecoming the officer or which brings discredit to the City or Department.
 - f. Improper use of drugs, including drunkenness on duty; use of illicit drugs while on duty; improper use of prescription medication which can affect performance and judgment while on duty; inability to properly perform work duties as a result of prior drug or alcohol abuse as defined in and under compliance with ADA regulations.
 - g. Unexcused absence from duty, including but not limited to participation in unlawful strikes or other job actions, such as sick-ins, blue flu, etc.
 - h. Conviction of a felony or misdemeanor involving moral turpitude where the conviction impairs the employee's ability to perform regular job duties. A plea or verdict of guilty, or a conviction following a plea of nolo contendere to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
 - i. Discourteous treatment of the public or other employees.

- j. Continued inability to work effectively and amicably with other employees of the department or those contacted in the course of business, which conduct adversely impacts the operations of the department.
- k. Misuse or theft of City property.
- l. Inconsistent, incompatible, or conflicting outside employment activity, or enterprise that the employee fails to relinquish after notice to cease.
- m. Violation of an established departmental rule.
- n. Other failure of good behavior either during or outside of duty hours that is of such a nature that it causes discredit to the employee's department or employment.
- o. Excessive absenteeism or tardiness.
- p. Violation of safety rules and regulations.

SECTION 3 - WRITTEN NOTICE OF DISCIPLINARY ACTION

- 3.1 Written notice of proposed or final disciplinary action shall be served on the employee either by personal service or by certified U.S. Mail, addressed to the employee at his or her last known address.
- 3.2 Such notice shall include a statement of the reason(s) for the proposed or final disciplinary action, the charge(s) on which the action is based, and the proposed or final discipline.
- 3.3 Service shall be deemed complete on the day the employee is personally served, or if service is by certified mail, two days after the notice is deposited in the U.S. Mail.
- 3.4 Written notice of proposed or final disciplinary action is not necessary for oral and written warnings.

SECTION 4 - EMPLOYEE REVIEW

- 4.1 At the time written notice of proposed or final disciplinary action is served on the employee, the employee shall be supplied with a copy of the documents and materials upon which the proposed or final disciplinary action is based.

SECTION 5 - ADMINISTRATIVE APPEAL

- 5.1 The employee may appeal a final disciplinary action to an administrative hearing before the City Manager by providing a written request to the City Manager within ten (10) working days after the notice of final disciplinary action has been served upon the employee as provided in Section 3. The appeal must be in writing and state specifically the reason(s) upon which the appeal is based and the relief being sought. Failure to file an appeal within such time period constitutes a waiver of the right to appeal.

- 5.2 The City Manager or his/her designee shall conduct an administrative hearing on the appeal filed within thirty (30) days after receipt thereof. The hearing may be continued either for the convenience of the employee or the City Manager or his/her designee, for a period not to exceed an additional thirty (30) days from the receipt of the appeal. Written notice of the time and place of the hearing, or any continuance thereof, will be served either personally or by certified U.S. Mail. Such hearings will be conducted in accordance with the provisions of Section 11513 of the Government Code of the State of California, except that the appellant and other persons may be examined as provided in Section 19580 of the Government Code of the State of California. The parties may submit all proper and competent evidence against or In support of the causes.

SECTION 6 - REPRESENTATION

- 6.1 Any City employee other than those appointed to a management mid-management or confidential classification shall be permitted to represent another City employee at the administrative hearing of the appeal.
- 6.2 The appellant shall appear in person at the administrative hearing and may be represented by counsel, a labor representative, or a City employee as provided in Section 6.1 above.
- 6.3 Such notice of representation must be submitted in writing by the appellant to the City Manager at least five (5) days prior to the scheduled appeal hearing.

SECTION 7 - NOTICE TO WITNESSES

- 7.1 The City Manager or his/her designee shall issue notices for the appearance of witnesses for the appellant upon the appellant's written request and at appellant's cost.
- 7.2 The City Manager or his/her designee may require such costs to be prepaid. Failure to respond to appear as a witness by a City employee shall constitute an act of insubordination and may subject sue employee to disciplinary action.

SECTION 8 - FAILURE OF EMPLOYEE TO APPEAR AT HEARING

- 8.1 Failure of the appellant to appear at the administrative hearing shall be deemed a withdrawal of the appeal and the disciplinary action shall be final.

SECTION 9 - RELEASE OF INFORMATION

- 9.1 No information shall be released relative to disciplinary action against employees without prior approval of the City Manager and In accordance with applicable State and Federal law.

SECTION 10 - DECISION

- 10.1 The City Manager or his/her designee shall render a written decision within fifteen (15) working days after conclusion of the administrative hearing. The City Manager's or his/her designee's decision shall be final and conclusive. A copy of the decision shall be served on the employee either by personal service or by certified U.S. Mail.

- 10.2 If the disciplinary action against the employee is reversed or modified by the City Manager or his/her designee, the employee may be compensated, in whole or in part, for the time lost as determined exclusively by the City Manager.

SECTION 11 - PROVISIONS NOT APPLICABLE

- 11.1 The provisions of this Article do not apply to reductions in force, reductions in pay, or reassignments to other classifications that are each part of a general plan to reduce or adjust salaries or positions as the result of budgetary or work considerations which are not the result of disciplinary action.

ARTICLE XI APPEAL PROCEDURES

SECTION 1 – REQUEST FOR DISCIPLINARY APPEAL HEARING

- 1.1 A non-probationary employee, who believes he or she has been suspended for 5 days or more, demoted, or terminated without alleged just cause shall have the right to appeal the imposition of that disciplinary action to advisory arbitration pursuant to this Article.
- 1.2 When an employee or the employee's representative or legal counsel requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the Employee Relations Officer within ten (10) working days after notice of final disciplinary action has been served upon the employee as provided in Article X, Section 3. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee.
- 1.3 Unless requested to be open to public by the employee all disciplinary appeal hearings shall be conducted in private.
- 1.4 If the employee fails to request a disciplinary appeal hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING

- 2.1 The City shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's request by the Employee Relations Officer, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.
- 2.2 The parties, in good faith, will seek to have the full evidentiary arbitration commenced within 60 days of receipt of the employee's notice of appeal of final discipline, and completed within 90 days. This timeline is not binding, but will provide a guideline the parties will in good faith seek to meet.

SECTION 3 - HEARING OFFICER

- 3.1 The hearing officer shall be a neutral third party for appeals involving demotion or termination.
- 3.2 The hearing officer shall be selected by mutual agreement.
- 3.3 The parties agrees to split the cost of the hearing officer.

SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING

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

SECTION 5 - BURDEN OF PROOF AND EVIDENCE

- 5.1 The City shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.
- 5.2 The arbitrator does not need to conduct the hearing according to the technical rules of evidence but may use them as a guide. Further, the arbitrator can allow hearsay only when used to corroborate direct evidence.

SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING

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

SECTION 7 - HEARING OFFICER'S DECISION

- 7.1 Within forty-five (45) calendar days after the disciplinary appeal hearing, the hearing officer shall issue a non-binding written decision containing findings of fact and conclusions of law.
- 7.2 The City Manager may adopt, reject, or modify the decision, or request additional evidence as deemed necessary, but shall issue a final administrative decision within forty-five (45) calendar days of receipt of the hearing officer's proposed decision.

- 7.3 Per CCP section 1094.5, et seq., within 90 days of receipt of the City Manager's final administrative decision, either party may challenge the final administrative decision via writ of administrative mandamus.

SECTION 8 - EFFECTS OF CERTAIN DISCIPLINARY ACTIONS

- 8.1 The provisions of the Public Safety Officers Procedural Bill of Rights (California Government Code Sections 3300-3311) and other applicable state laws and court decisions shall determine the effects of any disciplinary action taken with respect to employees represented by this Memorandum of Understanding.

ARTICLE XII CITY RIGHTS

SECTION 1 - EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City.
- a. Determine issues of public policy;
 - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
 - c. Expand or diminish City services;
 - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City services. including but not limited to the right to contract or outsource any work or operation;
 - e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, *and* to establish and change work assignments;
 - f. Determine job classifications;
 - g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
 - h. Initiate disciplinary action;
 - i. Determine policies, procedures, and standards for-selection, training and promotion of employees;
 - j. Establish employee standards, including but not limited to quality and quality standards;

- k. Maintain the efficiency of governmental operations;
 - l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
 - m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
 - n. Determine any and all necessary actions to carry out its mission in emergencies.
- 1.3 The exclusive decision making authority of the City and Its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

ARTICLE XIII
ASSOCIATION RIGHTS

SECTION 1 - PERSONNEL FILES

- 1.1 Employees, or KCPOA representatives with written permission from the employee, may inspect the employee's personnel files upon request to the Chief of Police.
- 1.2 Such requests shall be made at reasonable Intervals within regular working hours.
- 1.3 Copies of the personnel file contents shall be provided to the employee at no cost.
- 1.4 Employees shall be notified if a member of the public requests information from the employee's file.

ARTICLE XIV
MODIFICATION AND DURATION

SECTION 1 - SEVERABILITY

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

SECTION 2 - REOPENING OF NEGOTIATIONS

- 2.1 The POA agrees to the health care re-opener in 2017, understanding that it is just an agreement to discuss health care during the term of the MOU if requested, and is not an agreement to changes.

ARTICLE XV KCPOA RESPONSIBILITIES

SECTION 1 - SERVICE TO THE COMMUNITY

- 1.1 Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the King City Police Officers' Association agrees that it will take all reasonable steps to cause the employees represented by this Agreement individually and collectively, to perform all police duties.
- 1.2 The KCPOA, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.
- 1.3 The KCPOA, further agrees that it shall not encourage any strikes, sit-down, stay-ins, slow-downs, speed-up, stoppages of work, malingering or any acts that interfere in any manner or to any degree with the continuity of the police services.

ARTICLE XVI DEFINITION OF TERMS

ACTING DUTY

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

CLASSIFICATION

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

WORKDAY

A calendar day of 24 hours.

DEPARTMENT HEAD

An individual assigned to any of the following classifications: City Manager, Chief of Police, Administrative Services Manager.

EMPLOYEE

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

FULL-TIME

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

IMMEDIATE FAMILY

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

LEAVE

An authorized absence from work.

MANAGEMENT

An employee assigned to any of the following classifications:
City Manager, Chief of Police or Administrative Services Manager.

POSITION

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

PREVAILING RATE

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

SENIORITY

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

[signatures begin on next page]

For the City

Steve Adams, City Manager

Edward Zappia, Designated Negotiator

For the Association

Christopher Craig, President

Dennis Wallach, Designated Negotiator

APPENDIX A

Positions affected by this Memorandum of Understanding include:

POLICE PATROL OFFICER

APPENDIX B
SALARY SCHEDULE

EFFECTIVE February 1, 2016

TITLE	A	B	C	D	E	F
Police Patrol Officer	53,274	55,937	58,735	61,672	64,755	67,995

EFFECTIVE July 1, 2016

TITLE	A	B	C	D	E	F
Police Patrol Officer	54,606	57,336	60,203	63,214	66,374	69,695

EFFECTIVE July 1, 2017

TITLE	A	B	C	D	E	F
Police Patrol Officer	55,971	58,769	61,709	64,794	68,034	71,437

RESOLUTION NO

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND KING
CITY POLICE OFFICERS ASSOCIATION (KCPOA)**

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting held on the 26th day of April, 2016 by the following vote:

AYES, and in favor thereof, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAINING, Council Members:

APPROVED:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin Koczanowicz, City Attorney



Item 9(N)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESOLUTION AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

RECOMMENDATION:

It is recommended the City Council adopt a Resolution authorizing examination of sales, use and transactions tax records.

BACKGROUND:

The City currently contracts with HdL Companies for administration of the City's sales tax, which includes monitoring, tracking, providing reports, preparing projections and resolving issues. Staff has requested they expand their services to include information regarding the City's local sales tax. However, the Board of Equalization (BOE) will not release the transactions tax data to them until a resolution adopted by the Council is filed with the BOE.

DISCUSSION:

HdL has provided the attached resolution for Council consideration and approval. Once they file the resolution and the BOE releases the detailed data, they can provide the City updated projections for inclusion in the City's budget recommendations.

COST ANALYSIS:

The total cost of the service will be an increase of \$100 per month, which can be paid from the existing General Fund budget.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION AUTHORIZING EXAMINATION OF
SALES, USE AND TRANSACTIONS TAX RECORDS
APRIL 26, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolution;
2. Do not adopt the Resolution and request staff to make projections in-house based on trends of taxes received to date; or
3. Provide other direction to staff.

Submitted and Approved by:



Steven Adams, City Manager

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CITY AUTHORIZING
EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS**

WHEREAS, pursuant to Ordinance 358, the City of King City entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the City Council of the City of King City deems it desirable and necessary for authorized representatives of the City to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KING CITY HEREBY
RESOLVES AS FOLLOWS:**

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the City of King City with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the City:

- (a) City administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.

The information obtained by examination of Board records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the City by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the City to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of City sales, use and transactions taxes by the Board pursuant to the contract between the City and the Board and for purposes relating to the governmental functions of the City listed in section 2 of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council on the day of , 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney



Item 10(A)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF ORDINANCE ESTABLISHING A PROGRAM TO REQUIRE DECONSTRUCTION, DEMOLITION AND CONSTRUCTION MATERIAL RECOVERY AND DIVERSION FROM LANDFILLS

RECOMMENDATION:

It is recommended the City Council conduct a public hearing and introduce the first reading of an Ordinance establishing a program to require deconstruction, demolition and construction material recovery and diversion from landfills and schedule second reading and adoption for the next regularly scheduled meeting.

BACKGROUND:

in 1989, Assembly Bill 939, known as the Integrated Waste Management Act, was passed because of the increase in waste stream and the decrease in landfill capacity. As a result, the California Integrated Waste Management Board was established, along with requirements for a disposal reporting system. AB 939 required jurisdictions to meet diversion goals of 25% by 1995 and 50% by the year 2000. AB 939 also established an integrated framework for program implementation, solid waste planning, and solid waste facility and landfill compliance.

Beginning in 2011, the California Building Standards Code ("CalGreen Code) required 50% waste diversion from all new construction and demolition projects requiring building permits. Local jurisdictions may adopt the requirements of the CalGreen Code or they may adopt construction and demolition diversion requirements of their own that are more stringent. Since construction and demolition materials comprise 30% of the waste stream and are highly recyclable, many jurisdictions have adopted their own construction and demolition ordinances.

**CITY COUNCIL
CONSIDERATION OF ORDINANCE ESTABLISHING A PROGRAM TO
REQUIRE DECONSTRUCTION, DEMOLITION AND CONSTRUCTION
MATERIAL RECOVERY AND DIVERSION
APRIL 26, 2016
PAGE 2 OF 2**

DISCUSSION:

As a member of the Salinas Valley Solid Waste Authority, King City complies with the California Integrated Waste Management Act on a regional basis. Efforts are coordinated by the Authority and waste stream and diversion data is reported for the entire region. Therefore, it is important for the City to participate in regional programs to avoid negatively impacting the ability of the region to meet the overall required diversion targets.

The City was recently contacted by representatives of the Salinas Valley Solid Waste Authority with a request to implement a construction and demolition diversion program. A model ordinance was developed by the Authority and the Monterey County Integrated Waste Management Task Force. All other cities in the Salinas Valley have already adopted the ordinance.

Under the proposed ordinance, contractors will be required to divert from the landfill 100% of inert solids and at least 50% of the remaining construction and demolition debris. Contractors will also be required to comply by submitting a waste reduction and recycling plan.

COST ANALYSIS:

The ordinance authorizes the City Council to establish a fee by resolution to pay for the costs of administering the program, which will be included when the Master Fee Schedule is updated in May or June.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Introduce the ordinance for first reading and schedule for second reading and adoption at the next regularly scheduled meeting.
- 2) Delay introduction and request changes;
- 3) Do not introduce the ordinance and limit the City's efforts to the current Building Code; or
- 4) Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager

ORDINANCE NO. _____(N.C.S.)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING A PROGRAM TO REQUIRE DECONSTRUCTION, DEMOLITION AND CONSTRUCTION MATERIAL RECOVERY AND DIVERSION FROM LANDFILLS

WHEREAS, the City Council of the City of King hereby finds and determines that the City is committed to protecting the public health, safety, welfare and environment by compliance with AB 939, achieving a minimum of 50% reduction of tonnage going to landfills; and

WHEREAS, in order to meet the aforesaid mandate, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 and subsequent additions and amendments (codified at California Public Resources Code section 40000 et seq.) requires the City to promote the reduction of solid waste and reduce the stream of solid waste going to landfills through the preparation, adoption and implementation of source reduction and recycling elements; and

WHEREAS, failure to achieve reduction goals and implement diversion programs may subject the City to penalties of up to \$10,000 per day; and

WHEREAS, the California Green Building Standards Code (CalGreen Code) requires 50% waste diversion from all new construction and demolition projects requiring building permits, as well as specific additions and remodels; and

WHEREAS, the City adopted the CalGreen Code by reference in December 2013; and

WHEREAS, debris from demolition and construction of buildings represents a large portion of the volume of waste presently generated within the City, and much of said debris is particularly suitable for reuse; and

WHEREAS, the City's commitment to the reduction of waste and to compliance with State law requires the establishment of programs for recycling and salvaging construction and demolition materials; and

WHEREAS, the City Council recognizes that requiring demolition and construction debris to be diverted from landfills and reused may in some respects add modestly to the cost of construction and demolition projects, but in other respects may make possible some cost recovery and cost reduction; and

WHEREAS, adoption and implementation of the proposed "Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills Ordinance" is necessary in order to protect the public's health, safety, and welfare and to achieve the 50 % reduction of materials going to landfills.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF KING CITY as follows:

SECTION 1: All of the recitals set forth above are true and correct to the best of its knowledge, and by this reference, are incorporated herein as findings.

SECTION 2: Article I-C of Chapter 9 of the King City Municipal Code is hereby amended as follows:

Sec. 9-4.1. – Amendments to the Green Building Code.

The following changes and modifications are hereby made to Sections 4.408 and 5.408 of the California Green Building Code referenced in Section 9-4:

- (a) Replace Sections 4.408 and 5.408 of the California Green Building Code with requirements of the “Ordinance of the City Council of the City of King Establishing a Program to Require Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills” which is set forth in Section 9-4.2, et seq.:

Sec. 9-4.2. Definitions

For purposes of this article the following definitions apply:

- (a) “Bonafide processor/facility” means: A facility which recycles, composts or otherwise recovers materials or a re-use facility for which a permit has been issued by the Monterey County Integrated Waste Management Task Force.

A facility may be certified if the owner or operator of the facility submits documentation satisfactory illustrating:

1. That the facility has obtained all applicable Federal, State, and local permits, and is in full compliance with all applicable regulations; and
2. The percentage of incoming waste from construction, demolition and alteration activities that is diverted from landfill disposal meets the required minimum percentages set forth in this article; and
3. All loads are weighed by scale(s) certified as accurate by the County of Monterey, Division of Weights and Measures.

(b) "Contractor" means any person or entity holding, or required to hold, a contractor's license of any type under the laws of the State of California, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling, or landscaping service relating to buildings or accessory structures in the city of King .

(c) "Construction" means all building, landscaping, remodeling, addition, removal or destruction involving the use or disposal of Designated Recyclable and Reusable Materials as defined below.

(d) "Construction and Demolition debris" or “C&D debris” means) means recyclable and non-recyclable waste building materials, packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, foundations, houses, commercial buildings and other structures, and includes mixed waste, with more specific definitions for the purposes of this chapter, as follows:

1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the deconstruction, demolition and construction of a structure as

part of a construction or demolition project or from the renovation of a structure and/or landscaping, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project.

2. Clean cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
3. Non-construction and demolition debris wood scraps.
4. Non-hazardous wastes that are generated at construction or demolition projects provided such amounts are consistent with best management practices of the industry; hazardous wastes such as materials contaminated with asbestos and lead-based paint are specifically excluded from C&D debris.
5. Mixing of construction and demolition debris with other types of solid waste will not be classified as material recovery for C&D debris and will be charged as solid waste.

(e) "Covered project" means any construction, demolition or renovation project that requires a permit and is subject to the diversion and reporting requirements set forth in this article, except as defined in Section 09.04.080.

(f) "Demolition/Deconstruction" means the removal or destruction involving the use or disposal of Designated Recovered and Reusable Materials as defined below.

(g) "Designated recyclable and reusable materials" means:

1. Masonry building materials and all products generally used in construction, including but not limited to, asphalt, concrete, rock, stone and brick.
2. Wood materials including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted.
3. Vegetative materials including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.
4. Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, doorframes, slate and fences.
5. Roofing Materials, including wood shingles as well as asphalt, stone and slate based roofing material.
6. Salvageable Materials, including but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, architectural remnants, and appliances.
7. Any other materials which the city or designee determines can be recycled or reused due to the identification of a recycling facility, reuse facility, or market accessible to the city, including facilities which can further sort mixed C&D Debris through mechanical and/or manual processes in order to remove additional materials for reuse or recycling.

(h) "Exclusive franchisee" means any person or association, or the agents or employees thereof, with whom the city shall have duly contracted under the terms hereinafter set forth in this article to collect, transport through the streets, alleys, or public ways of the city, and dispose of, all solid waste produced and/or collected within the limits of the city.

(g) "Hardscape Improvements" means swimming pools, driveways, parking lots, walkways, patios and decks.

(h) "Hazardous Materials" means any construction or demolition debris, such as asbestos or lead-based paint that exceeds State of California thresholds for such classification, and is required to have special disposal procedures. Hazardous materials are specifically excluded from C&D Debris.

(i) "Inert solids" means concrete, fully cured asphalt, asphalt roofing shingles, brick, ceramics, clay and clay products.

Sec. 9-4.3. Transportation of Demolition and Construction Debris

In accordance with Chapter 14, Sections 14-10-070 and 14-10-110 of the municipal code, it is unlawful for any person or business, other than the city's exclusive franchisee, to collect or transport any C&D debris within the city. Accordingly, any generator of C&D debris within the city must enter into a contract with the exclusive franchisee for the removal of C&D debris, unless one or more of the following conditions are met:

1. In cases where recyclable materials are source separated from C&D debris for sale or donation including, but not limited to those collected through private arrangements between the generator and the collector and where the generator is not paying for the material to be removed, as defined in Chapter 14, Section 14-12.a.2 of the municipal code; or
2. C&D debris (a) removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service using storage vehicles (debris boxes removed from vehicle do not comply) or similar apparatus, or (b) directly loaded into a fixed body vehicle owned by either the generator or generator's employee and hauled directly to a bonafide processing facility, as defined in Chapter 14, Section 14-12.a.1 of the municipal code.

Sec. 9-4.4. Diversion Requirements

For each covered project, one hundred percent (100%) of inert solids and at least fifty percent (50%) of the remaining C&D debris shall be diverted from landfill disposal in accordance with the provisions of this article, except as provided in Section 09.040.080.

Every applicant, general contractor, subcontractor and/or owner of property on which a covered project occurs shall be responsible for compliance with the provisions of this article. Diversion requirements shall be met by submitting and following a waste reduction and recycling plan that achieves the following:

1. Deconstructing and salvaging all or part of the structure as practicable; and
2. Directing one hundred percent (100%) of inert solids to bonafide facilities for reuse or recycling; and
3. Either:
 - a. Directing all mixed C&D debris to a bonafide processor approved by the city, or

- b. Source separating non-inert materials, such as cardboard and paper, wood, metals, green waste, new gypsum wallboard, tile, porcelain fixtures, and other easily recycled materials, and directing them to a bonafide facility for recycling and taking the remainder (but no more than 50% by weight) to a designated transfer or disposal facility. In this option, calculations must be provided to show that fifty percent of demolition and construction debris (in addition to 100% of inert solids) has been diverted.

Separate calculations will be required for the demolition portion and for the construction portion of projects involving both demolition and construction.

Determination of acceptability and designation as C&D debris is solely the responsibility of the bonafide processor, landfill or transfer station representative.

Sec. 9-4.5. Information Required Before Issuance of Permit

As a condition precedent to issuance of any permit (in cases of federal property, before building or demolition is to commence) for a construction, demolition or renovation project that involves the production of C&D debris, the applicant must include a proposed waste reduction and recycling plan, on a form provided by the city, as part of the permit application. The plan shall include the following information:

1. Project type, description, location and contact information;
2. Types of C&D debris to be generated by the project;
3. How the C&D debris will be handled (source separated on-site and/or mixed);
4. Specify how the C&D debris will be transported to a bonafide facility;
5. Signed owner/agent Attest.

The city shall provide to each permit applicant a current list of bonafide facilities that accept and recycle various types of materials generated from construction and/or demolition projects.

Sec. 9-4.6. On-Site Practices

During the term of the demolition and/or construction project, the permittee shall demonstrate compliance with the diversion requirements of this article and maintain records of all diverted and disposed materials, measured by weight in tons. The city will evaluate and monitor each project to confirm the percentage of materials recycled, salvaged or otherwise diverted from the project based on information provided by the permittee.

Structures and/or Hardscape Improvements planned for demolition shall be made available for deconstruction, salvage and recovery prior to demolition.

It shall be the responsibility of the owner, the general contractor and all subcontractors to recover the maximum feasible amount of salvageable materials prior to demolition.

Recovered and reusable materials from the deconstruction phase may be given or sold on the premises, or may be removed to a reuse warehouse or other reuse facility for storage or sale and shall be counted towards the diversion requirements of this article.

The use of debris boxes and/or the collection and removal of C&D debris by a hauler or business other than the exclusive franchise must be consistent with the provisions of this article and the city's franchise agreement.

Sec. 9-4.7. Reporting

The permittee shall submit documentation to the city, which proves compliance with the requirements of this chapter, prior to the issuance of a certificate of occupancy or the final inspection. The documentation shall consist of a complete and final waste reduction and recycling report, describing diversion activities and showing actual tonnage data for all diverted and disposed materials, supported by legible receipts, weight tags, invoices or other records of measurement from bonafide facilities, the exclusive franchisee or a licensed contractor as prescribed in Section 09.04.030.2 of this article. The report shall include the following information:

1. Identify the type and quantity (in tons) of materials recycled, reused, salvaged and/or disposed;
2. Identify how the materials were handled (source separated or mixed);
3. Identify how the C&D debris was transported to a bonafide facility;
4. Identify where the materials were taken for recycling or disposal.

Sec. 9-4.8. Diversion Exemptions

Neither a Waste Reduction and Recycling Plan nor an administrative fee shall be required for the following:

1. Projects that meet the exceptions set forth in sections 4.408 and 5.408 of the California Green Building Standards Code, as amended;
2. Projects that are not subject to the California Building Code;
3. Projects for which a building permit is not required;
4. Roofing projects only (See Section 09.04.090 below);
5. Work for which only a plumbing, electrical or mechanical permit is required;
6. Seismic tie-down projects;
7. The installation or replacement of shelves;
8. Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required;
9. Installation of swimming pools and spas excavation that does not exceed sixteen square feet, and any related construction or alterations necessary for pool or spa equipment or accessories, not to any other portion of the project;
10. Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required;
11. The building official shall have the authority to render interpretations of this article and to adopt policies and procedures in order to clarify the application of its provisions, including diversion exemptions. Such interpretations, policies and procedures shall be in compliance

with the intent and purpose of this article. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this article.

Sec. 9-4.9. Voluntary Compliance

Applicants for permits exempted from the requirements of this article may voluntarily complete a waste reduction waste reduction and recycling plan.

Sec. 9-4.10. Administrative Fee

As a condition precedent to issuance of any permit (in cases of Federal property, before building or demolition is to commence) for a building, roofing, or demolition project that involves the production of C&D debris, the applicant shall pay to the city a fee sufficient to compensate the city for expenses incurred in ensuring compliance with these provisions. The amount of this fee shall be determined in accordance with the then current resolution of the City Council determining the same.

Sec. 9-4.11. Compliance

- a) At any time during demolition or construction, a City building inspector may inspect the site and contractor's on-site practices to ensure compliance with this Section. Should on-site practices not comply with this Chapter, a 'stop-work' order may be issued until such time that compliance is demonstrated.
- b) At the end of construction, the City may not approve a final inspection or certificate of occupancy unless the project has been determined to be in full compliance with the diversion requirements of this Chapter; or
- c) The project may be determined to be in "substantial compliance" if the applicant has made a "good faith effort" to comply, but for an unforeseen reason could not fully comply. In the case of substantial compliance, the applicant shall present documentation of good faith efforts upon consultation with and verification by the Salinas Valley Solid Waste Authority, which shall serve as meeting the compliance requirements of this Chapter; or
- d) The project may be determined to be "non-compliant", in which case the applicant is not in substantial compliance or has failed to submit the required documentation. If it is determined that the applicant is not in compliance, a civil penalty calculated as two (2) percent of the total project valuation will be assessed, and the certificate of occupancy or final inspection may not be issued until the penalty is paid.

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

SECTION 4: This ordinance shall be in full force and effect commencing thirty (30) days after its final passage and a summary hereof shall be published once within fifteen (15) days in the a newspaper of general circulation printed and published in the County of Monterey and circulated in the City of King and hereby designated for that purpose by the Council of King:

“Article I-C of Chapter 9 of the King City Code related to the Green Building Code is being modified to establish a program to require deconstruction, demolition, and construction material recovery and diversion from landfills to protect public health, safety, and general well-being.”

This Ordinance was introduced and read by title only on the _____ day of _____, 2016 and was passed and adopted on this _____ day of _____, 2016.

PASSED, ADOPTED AND APPROVED this _____ day of _____ 2016.

AYES:

NOES:

ABSENT

ABSTAIN:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin Koczanowicz, City Attorney



Item 11(A)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEERS

RE: PRESENTATION OF REGIONAL INTERSECTION CONTROL
EVALUATION OF BROADWAY STREET AT SAN ANTONIO
DRIVE / US 101 NORTHBOUND RAMP TERMINALS

RECOMMENDATION:

It is recommended City Council direct staff to submit a FY16-17 AB2766 grant application thru the Monterey Bay Air Recourses District to fund preparation of a Project Study Report–Project Development Support (PSR/PDS) project initiation document.

BACKGROUND:

TAMC contracted with Kittleson & Associates to conduct a Regional Roundabout Study. The firm used Caltrans' Intersection Control Evaluation guidelines for a holistic approach to compare constructing modern roundabouts vs. stop or signalized intersections at 25 locations around Monterey County, which included the Broadway St / San Antonio Dr / US101 Northbound ramp terminals.

DISCUSSION:

Modern roundabouts are proving to have significant safety and operational benefits compared to traditional signalized intersections. A well-documented study found that converting 23 test intersections throughout the U.S. from traffic signals to roundabouts reduced fatal crashes by 90 percent, injury collisions by 75% and reduced the number of collisions overall by 37%. While initial construction costs tend to be higher for roundabouts, long-term life cycle costs (for ongoing maintenance and operations) tend to be lower than for signalized intersections. Roundabouts are particularly effective in increasing traffic flow at congested intersections.

For this project, Kittleson staff coordinated with TAMC and City staff to verify which intersection forms would be evaluated. A Roundabout, Proposed Signal improvements and the existing Traffic Signal / Stop Sign alternative were

**CITY COUNCIL
PRESENTATION OF REGIONAL INTERSECTION CONTROL EVALUATION
APRIL 26, 2016
PAGE 2 of 3**

evaluated for this intersection. Procedures outlined in the Highway Capacity Manual to perform peak hour operations analysis of each intersection control operation. The analysis dictated lane configurations, which were used to develop an intersection footprint. Using these lane configurations, concept drawings on aerial base indicating the approximate footprint of the intersection to gauge potential impacts to private property and environmental features. With this information a preliminary cost estimate was prepared for each alternative. The analysis then evaluated the benefits of each project based on safety, delay and emissions; calculating a monetary value for those benefits; and then developed a ratio comparing the project benefits to the life cycle cost. A ratio of above 1 indicates that the benefits of the alternative are greater than the cost; the design with the highest number represents the recommended design.

Per the Traffic Study prepared for the Mills Ranch development, the San Antonio Dr / Broadway St intersection is currently experiencing a level of service C, meaning you could expect a controlled delay of 20 – 35 seconds. With the buildout of the Creekbridge ongoing and Mills Ranch and the Downtown Addition to be built out in the future, the level of service at this interaction could drop to a level where improvements are required.

Currently the intersection is experiencing maintenance issues with the traffic timing loop detection system. This has caused for excessive time delay. The defective traffic loops are scheduled to be replaced within the next 4 weeks. Signal maintenance costs such as these would be eliminated with a Roundabout.

Kittelson reviewed the results with City Staff and received and incorporated feedback. The Regional Roundabout Study was presented to the TAMC Technical Advisory Committee on April 7, 2016 and received approval. The Study is being presented to the TAMC Board on April 27 for approval.

Given the intersection includes US 101 Northbound terminals, this project would be Caltrans/City project.

The Next step in planning for the intersection improvements is to prepare a Project Study Report – Project Development Support Project Initiation Document per Cal Trans Project Development Procedures Manual. The Document provides a key opportunity for Caltrans, TAMC and King City to achieve consensus on the purpose-and- need, scope, and schedule of the project.

COST ANALYSIS:

Initial Costs to the City would be the cost of preparing the FY17 AB2766 grant application thru the Monterey Bay Air Recourses District estimated at \$2,500.

**CITY COUNCIL
PRESENTATION OF REGIONAL INTERSECTION CONTROL EVALUATION
APRIL 26, 2016
PAGE 3 of 3**

The Grant requested would be to cover the cost of preparing the Project Study Report – Project Development Support Project Initiation Document (PSR/PDS) estimated at \$200,000.

With a PSR/PDS the City would be able to program the project with Caltrans and TAMC and be positioned to seek additional grant funding as it comes available in conjunction with use of available traffic impact fee money.

A Roundabout will reduce annual maintenance costs for keeping the Signal light in operation.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Direct Staff to prepare a F17 AB2766 grant application thru the Monterey Bay Air Resources District to prepare a Project Study Report – Project Development Support Project Initiation Document;
2. Direct Staff not to prepare a grant application; or
3. Provide other direction to staff.

Exhibits:

1. Draft – Regional Intersection Control Evaluation

Submitted by: _____



Octavio Hurtado, Hanna & Brunetti, City Engineers

Approved by: _____

Steven Adams, City Manager

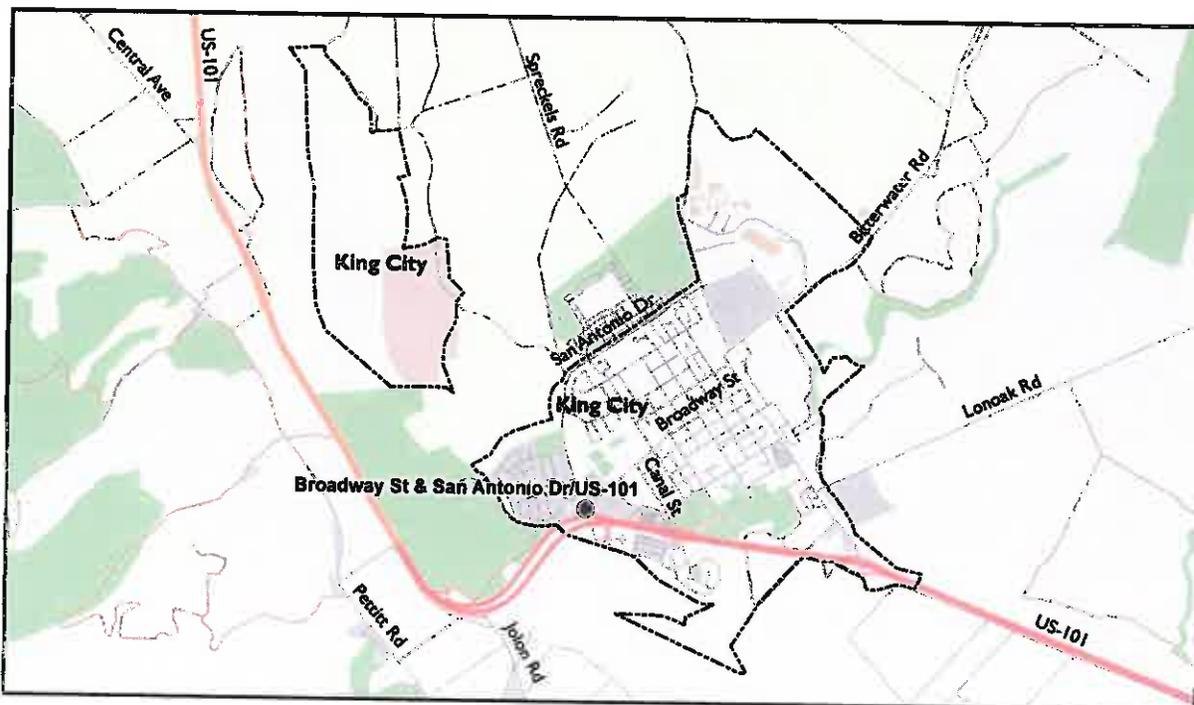
DRAFT - Regional Intersection Control Evaluation
Section 3:

King City

Exhibit No.

Study Intersections:

- BROADWAY STREET AT SAN ANTONIO DRIVE / US 101 NORTHBOUND RAMP TERMINALS



**Transportation Agency for
Monterey County**

Prepared by Kittelson & Associates, Inc.



**Transportation Agency for
Monterey County**

Prepared by Kittelson & Associates, Inc.

KING CITY SCREENING SUMMARY

STUDY OVERVIEW

An Intersection Control Evaluation (ICE) was performed to objectively evaluate and screen intersection control alternatives at the following intersection(s):

Study Intersection	Intersection Number
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	KGC-01

This screening summary provides an overview of performance measures used to calculate the return on investment for study intersections under King City jurisdiction. Results of the analysis and preferred traffic control type are presented in graphical form for quick reference.

Following the screening summary, a section is provided for each study intersection summarizing the design year peak hour operations, site constraints, concept layouts, and benefit cost calculations for each control alternative.

The table below lists the symbols of intersection control types evaluated (refer to the intersection summary for the list of alternatives evaluated at each intersection).

Control Type	Legend	
	Existing	Proposed
Stop Sign		
Traffic Signal		
Roundabout	N/A	

RETURN ON INVESTMENT SUMMARY

Benefit Cost Ratio Scoring

Benefit cost (B/C) ratios were calculated for each study intersection. The B/C ratio measures the expected return on investment when either a proposed stop control or a proposed signal controlled intersection is compared relative to a proposed roundabout controlled intersection.

B/C = 1.00: A B/C ratio of 1.00 is a neutral rating. This indicates that the return on investment for either stop

or signal control improvement is equal to a roundabout.

B/C < 1.00: A B/C ratio less than 1.00 indicates that a stop/signal will provide a better return on investment when compared to a roundabout.

B/C > 1.00: A B/C ratio greater than 1.00 indicates that a roundabout provides a better return on investment when compared to either stop or signal control.

B/C = NA-R: When the cost of a roundabout is less than the cost of a stop/signal and the roundabout provides benefits over the stop/signal, a B/C ratio cannot be computed. This special case is denoted by "NA-R" and indicates that a roundabout provides a better return on investment when compared to a stop/signal.

Benefit Cost Ratio Results

Based on data provided by the King City, a holistic B/C score was developed based on the net present value (i.e., life cycle duration using a discount rate of 4%) for the following five performance measures:

- **Safety Benefit**
- **Delay Reduction Benefit**
- **Emission Reduction Benefit**
- **Operations and Maintenance Costs**
- **Initial Capital Costs**

The resulting B/C ratio and the preferred intersection control type based on return on investment for each study intersection(s) is as follows:

Study Intersection	B/C Ratio	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	1.49	

SUMMARY OF KEY PERFORMANCE MEASURES

As stated above, five performance metrics were evaluated at each study intersection to calculate the B/C ratio. The performance measures used to calculate the **benefits** of a roundabout compared to a stop or traffic signal are:

- **Safety Benefit** (of a roundabout)
- **Delay Reduction Benefit** (of a roundabout)
- **Emission Reduction Benefit** (of a roundabout)

Performance measures used to calculate the costs of a roundabout compared to a stop or traffic signal are:

- **Operations and Maintenance Cost** (added costs of a roundabout)
- **Initial Capital Cost** (added costs of a roundabout)

The summation of the performance measure benefits and performance measure costs are illustrated below for each intersection:



A brief overview of each performance measure and the assumptions used to calculate the performance measure costs are provided below. A bar chart illustrating the calculated cost of each performance measure by intersection control type is provided for each intersection. Following the performance measure overview is a table summarizing the preferred form of intersection control based solely on the results of individual performance measure.

Benefit Performance Measures

The following performance measures are used to calculate the benefit, or cost savings, of a roundabout compared to stop or signal control. For each performance measure, the roundabout provides a benefit if the calculated life-cycle cost of the roundabout is less than the life-cycle cost of stop or signal control. The magnitude of the benefit is the difference between the life-cycle cost of the stop or signal less the life-cycle cost of the roundabout.

Safety

Safety measures the societal cost associated with the predicted number and severity of collisions that may occur for each proposed intersection control type. The number of predicted collisions was calculated using Highway Safety Manual predictive methods and crash modification factors. The societal cost of property damage only (PDO) collisions is consistent with the *Caltrans Life-Cycle Benefit-Cost Analysis Economic Parameters 2012*. The societal cost of fatal/injury collisions are a weighted average based on the 2012 SWITRS proportion of fatal/injury collisions. Safety costs are the summation of predicted PDO and fatal/injury collisions.



Based solely on the lowest predicted life-cycle cost for safety, the preferred intersection control type for each study intersection is as follows:

Safety Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	

Delay

Delay measures the societal cost associated with the number of person-hours of delay at the intersection during the study period. Consistent with the *Caltrans Life-Cycle Benefit-Cost Analysis Economic Parameters 2012*, vehicle occupancy of 1.15 is used to convert delay to person-hours of delay at a value of \$17.35 per vehicle-hour of delay.



Based solely on lowest expected person hours of delay, the preferred intersection control type for each study intersection is as follows:

Delay Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	

Emissions

The emissions performance measure calculates the societal cost associated with exposure to health based pollutants emitted by motor vehicles. Pollutant emissions are running emissions based on the average speed of vehicles traveling through the intersection during the study period. Pollutant emissions evaluated include reactive organic gasses (ROG), nitrogen oxides (NOx), and particulate matter (PM10). The societal cost of emissions is calculated using emission data from the California Air Resource Board (CARB) *Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, Table 4 Emission Factors by Speed, April 2013* and cost per ton data from *Caltrans Life-Cycle Benefit-Cost Analysis Economic*

Parameters 2012 for emissions (Note: VOC is assumed to be synonymous with ROG).



Based solely on fewer tons per year of mobile source pollutant emissions (i.e., fewer vehicle stops, fewer hard acceleration events, higher average speeds through the intersection) and the societal cost associated with exposure to these health based pollutant emissions, the preferred intersection control type for each study intersection is as follows:

Emissions Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	

Cost Performance Measures

The following performance measures are used to calculate the added cost of a roundabout compared to stop or signal control. For each performance measure, the roundabout adds to the cost of the intersection if the calculated life-cycle cost of the roundabout is greater than the life-cycle cost of stop or signal control. The magnitude of the cost is the difference between the life-cycle cost of the roundabout less the life-cycle cost of the stop or signal.

Operations and Maintenance

The operations and maintenance performance measure incorporates common annualized costs associated with operating and maintaining the proposed type of intersection control. Common costs include signal timing and maintenance, power consumption for signal operations and intersection illumination, landscape maintenance, and pavement

rehabilitation. Average annualized costs were used if intersection specific costs were not provided.



Based solely on lowest expected annual operations and maintenance costs, the preferred intersection control type for each study intersection is as follows:

Operations and Maintenance Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	

Initial Capital Costs

The initial capital costs performance measure estimates the capital costs needed to plan, design, and construct the proposed intersection improvement. The capital costs include construction, capital support, and right of way.



Based solely on lowest estimated initial capital cost, the preferred intersection control type for each study intersection is as follows:

Initial Capital Cost Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	NO PROJECT

Summary of B/C Performance Measures

The following table summarizes the five performance measures evaluated at each project location.

Study Intersection	Preferred Intersection Control by Performance Measure					
	Safety	Delay	Ops. & Maint.	Emission	Capital Cost	B/C
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals					NO PROJECT	

COST EFFECTIVENESS TO REDUCE POLLUTANT EMISSIONS (AB 2766 GRANT)

The cost effectiveness to reduce pollutant emissions measures the return on investment of funding intersection improvements based on the California Air Resources Board (CARB) Cost Effectiveness Analysis Tools for the Motor Vehicle Registration Fees Program (AB 2766) and the Congestion Mitigation and Air Quality (CMAQ) Program. The emission factors used in the calculations are based on the year 2013 Table 4 Emission Factors by Speed for Project Life 6-10 years. The assumed funding amount is \$400,000 with an effectiveness period equaling the life cycle analysis period. The discount rate for emissions is 3% and the capital recovery factor (CRF) is 0.12.

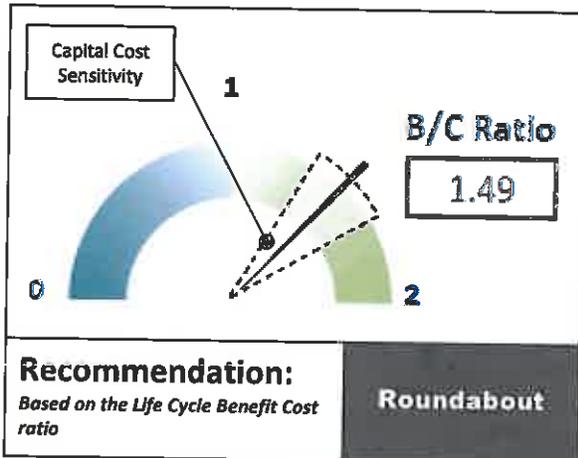


Based solely on lowest cost per ton in reducing pollutant emissions, the preferred intersection control type for each study intersection is provided below.

AB 2766 Cost Effectiveness Study Intersection	Preferred Control
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	

NOTE: Only the alternative with the lowest cost effectiveness score is reported. Both alternatives may be cost effective to reduce pollutant emissions.

BROADWAY STREET AT SAN ANTONIO DRIVE / US 101 NORTHBOUND RAMP TERMINALS



The Benefit Cost (B/C) ratio for the Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals intersection is 1.49. Based on the B/C ratio, the form of intersection control with the greatest potential return on investment is a Roundabout.

The B/C ratio for this study intersection is not sensitive to estimated capital costs. Based on the B/C ratio's sensitivity to estimated capital costs, the preferred intersection control is unlikely to change with further refinement of the project costs as proposed improvements progress through detailed planning and design. The B/C ratio would reduce to 1.00 if initial capital costs for the construction of the roundabout exceed \$3.4M and all other performance measures remained unchanged.

Noteworthy performance measures driving the B/C ratio are *safety and delay*. The total life cycle benefits of the roundabout are estimated at \$3,438,000. The total life cycle benefit includes an estimated \$3,500 reduction in annual operations and maintenance costs when compared to a traffic signal.

Operationally, the roundabout configuration is a superior alternative to serve existing and forecast traffic. The existing signal control on Broadway Street at San Antonio Drive and the existing stop control on the US 101 northbound ramp terminal, or no project alternative, operates with acceptable delay for the existing traffic demand condition. Operations are expected to degrade to unacceptable levels as demand reaches forecast design year levels. In terms of vehicle queuing, vehicles queues are expected to

Summary of Existing Conditions								
Intersection	Roadway	Corridor Context				Multimodal Transportation		
		Cross Section	Functional Classification	Speed (mph)	Regional Context	Transit Service	Active Transportation Links	
							Pedestrian Considerations	Bicycle Routes
Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals	San Antonio Drive (north) / Broadway Street (south) (City of King City)	North: 4-lane divided. South: 2-lane undivided south.	Local	35 north, 25 south	Serves residential, commercial business, and institutional uses. Provides circulation throughout King City.	Service provided by Monterey-Salinas Transit Line 23.	Sidewalks provided.	No bike lanes provided.
	Broadway Street (east) / San Lorenzo Park Road (west) (City of King City)	East: 2-lane divided. West: 2-lane undivided. On-street parking.	Local	25	Serves residential, commercial business, and institutional uses. Provides circulation throughout King City.		(No service provided on San Lorenzo Park Road)	Sidewalks provided.
	US 101 Northbound Ramp Terminals (Caltrans)	1-lane.	Highway	60	Provides on/off access to/from northbound US 101.		No sidewalks. Crosswalks provided.	No bike lanes provided.

exceed available storage for all movements on northbound Broadway Street and left turn movements on westbound Broadway Street. The proposed signal control alternative is not expected to improve overall operations at the intersection, but signal improvements are expected to improve ramp operations. There may be other considerations, constraints, and project factors identified in future design evaluations that could affect the feasibility and prioritization of a specific configuration.

The intersection evaluation was based on traffic operations for the 2040 design year. The year 2015 was assumed for the baseline "build" condition for a total 25 year life cycle duration to determine the B/C ratio.

For the purpose of this study, the B/C ratio was calculated for the roundabout vs. no project condition. The calculated B/C ratio assumes \$0 in initial capital costs for improvements to the existing intersection. Operations for the proposed signal are expected to have greater delay than the no project alternative. Therefore, proposed signal improvements will likely increase the *delay reduction benefit* and decrease the *added capital cost of a roundabout*. The result would generate a B/C ratio greater than the no project alternative.

Refer to the Intersection Cost Comparison for intersection Number KGC-01E on the following pages for a complete summary of the Life Cycle Benefit/Cost

Analysis.

EXISTING CONDITIONS

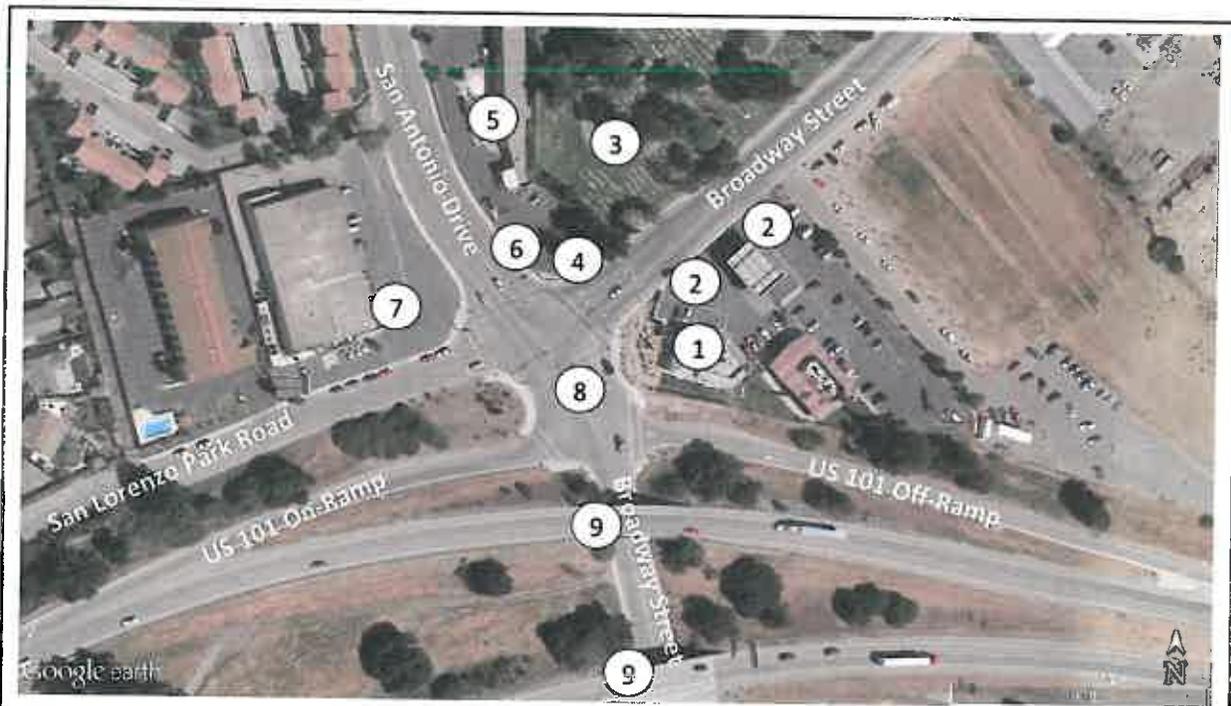
This section provides a brief overview of the transportation facilities and geometric characteristics of the roadways within the study area. This section also describes the existing conditions and constraints identified at the study location.

The Broadway Street at San Antonio Drive / US 101 Northbound Ramp Terminals intersection is two closely spaced intersections with two types of traffic control. The Broadway Street at San Antonio Drive intersection is controlled by a traffic signal. The Broadway Street at US 101 Northbound Ramp Terminal intersection is controlled by a two-way stop on the minor approach, or off-ramp.

Parcels in the east, northeast, and northwest quadrants are developed. The easterly parcel is a service station with a structure close to the intersection and is considered a fatal flaw if disturbed. The existing signalized intersection is within City of Greenfield right of way and the existing stop control intersection is within Caltrans right of way.

Existing design constraints and considerations at the study intersection include:

1. Service station (fatal flaw if disturbed)
2. Service station driveway
3. King City Cemetery



1 Refer to the Existing Conditions section on the previous page for description of the design constraint.

4. King City welcome sign / gateway feature
5. Days Inn King City
6. Days Inn driveway
7. Urgent care
8. Intersection spacing
9. US 101 overcrossing

The Summary of Existing Conditions table describes the study area roadways. An aerial view of the project location with existing design constraints is provided on the previous page.

PLANNED IMPROVEMENTS

No planned improvements were identified.

INTERSECTION CONTROL ALTERNATIVES

The existing and proposed intersection control options that were evaluated at the study intersection include:

Control Type	Legend
Existing Signal and Stop	
Proposed Signal improvements	
Proposed Roundabout	

Design Year Traffic

Traffic data for 2015 AM and PM peak hour volumes was provided by the City. 2040 peak hour volumes were calculated using a 2.4% annual compound growth rate for all movements.

Signal Control (Existing)

With signal control, demand is adequately served for both peak hours under existing and design year conditions. Vehicle queuing for northbound Broadway Street extends beyond the existing two-way stop controlled intersection at the US 101 northbound ramp terminals. Queuing for the westbound Broadway Street left turn lane exceeds available storage under the existing condition. Vehicle queuing is expected to increase with travel demand, impacting ramp operations and driveway access on the easterly leg of Broadway Street.

Two-Way Stop Control (Existing)

Note: The two-way stop control intersection was evaluated using static, isolated intersection analysis. Microsimulation of the combined stop control and signal controlled intersections is recommended for further study.

Demand is adequately served for both peak hours under existing conditions. Beginning in design year 2030, off-ramp operations are expected to perform at unacceptable levels of delay. Under existing conditions, westbound vehicle movements are not coordinated with the signal at Broadway Street and San Antonio Drive. As a result, westbound vehicles turning left, or continuing through, are unable to distinguish southbound vehicles turning right on to the on-ramp, or continuing south. It is also difficult for stopped westbound vehicles to determine when westbound left turning Broadway Street vehicles are given a green arrow.

Signal Control - Modification

With signal control modifications, the existing two-way stop control intersection will be signalized and coordinated with the signal at Broadway Street and San Antonio Drive. The US 101 northbound off-ramp would operate with a dedicated phase creating 5-leg intersection operations. The signal would continue to operate with split phasing on all approaches.

For the signal control modification, additional lanes are required on the following approaches:

- US 101 Off-ramp: Add one lane
- Broadway Street (east leg): Add one left turn lane
- Broadway Street (south leg): Add one approach lane and one departure lane.

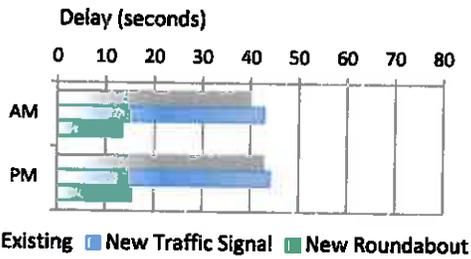
The signal modifications would require reconstruction of the US 101 overcrossing.

Roundabout Control

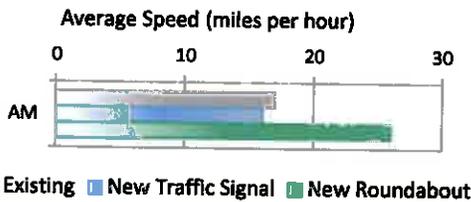
With roundabout control, a single lane roundabout with single lane approaches and departures will improve intersection performance. The single lane roundabout is expected to perform below capacity for both peak hours through design year 2025 conditions. It is expected that between 2030 and 2040, a single westbound Broadway Street right turn lane will be needed. The roundabout is expected to provide superior operations compared to the existing conditions and proposed signal modification alternative.

TRAFFIC OPERATIONS SUMMARY

The following bar chart illustrates the peak hour intersection delay for design year traffic operations by intersection control form. Refer to the Intersection Control Alternative Summary table for additional information.



The following bar chart illustrates the calculated average speeds through the study intersection used to determine AB 2766 cost effectiveness.



PERFORMANCE MEASURE SUMMARY

The following table summarizes the five performance measures evaluated to calculate the B/C ratio and the cost effectiveness to reduce pollutant emissions. Refer to the Screening Summary for a brief overview of each performance measure and the assumptions used to calculate the performance measure costs. Refer to the Intersection Cost Comparison table for performance measure costs and B/C ratio calculations.

Intersection alternatives that may be considered for grant funding through the Motor Vehicle Registration Fees Program (AB 2766) administered by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) are noted in the Performance Measure Summary Table. Alternatives with a cost effectiveness to reduce pollutant emissions of \$20,000 or less are identified.

Performance Measure Summary	Preferred Control
Benefits	
Safety	
Delay	
Emission	
Costs	
Operations and Maintenance	
Initial Capital Cost	NO PROJECT
Return on Investment	
Life Cycle B/C Ratio	
AB 2766 Cost Effectiveness	
Cost effectiveness < \$20,000	

Recommendations for Further Study

The following recommendations for further study will likely have the greatest effect on the B/C ratio and the potential return on investment:

- Forecast design year traffic volumes at the study intersection.
- Traffic microsimulation, such as VISSIM, of project area.
- Evaluation roundabout design checks, especially evaluation of roundabout intersection sight distances for vehicles on US 101 northbound off-ramp and entry speed of northbound Broadway Street vehicles.
- Project approval and coordination with Caltrans.
- Preliminary engineering, topographic survey of US 101 overcrossing and service station.



TAMC Regional ICE Study
Intersection Number **KGC-01E**
01/16

Intersection Cost Comparison

**Broadway Street/San Antonio Drive/US-101 Ramps (Existing Signal + Stop Condition)
King City, California**

Cost Performance Measure	Intersection Type					
	Roundabout			Traffic Signal + Two-Way Stop		
	Annual Quantity	Annual Cost	Total Discounted Life Cycle Cost	Annual Quantity	Annual Cost	Total Discounted Life Cycle Cost
SAFETY						
Predicted Fatal/Injury Crashes	0.35	\$ 51,880	\$ 810,470	1.14	\$ 168,878	\$ 2,638,228
Predicted PDO Crashes	0.93	\$ 9,488	\$ 148,225	1.85	\$ 18,850	\$ 294,480
Subtotal - Safety Costs	-	\$ 61,368	\$ 958,695	-	\$ 187,728	\$ 2,932,708
DELAY						
Delay to Persons in Vehicles (hours)	3932	\$ 41,456	\$ 1,077,859	9295	\$ 93,093	\$ 2,420,430
Subtotal - Delay Costs	-	\$ 41,456	\$ 1,077,859	-	\$ 93,093	\$ 2,420,430
OPERATIONS & MAINTENANCE						
Cost of Signal Retiming				-	\$ 333	5,207
Cost of Power for Signal				-	\$ 4,255	66,472
Cost of Illumination	6	\$ 873	\$ 13,632	4	\$ 582	9,088
Cost of Landscaping Maintenance	-	\$ 2,000	\$ 31,244			
Cost of Signal Maintenance				-	\$ 1,200	18,746
Cost of Pavement Rehabilitation			\$ 33,320			\$ 74,554
Subtotal - Operations and Maintenance Costs	-	\$ 2,873	\$ 78,196	-	\$ 6,370	\$ 174,069
EMISSIONS						
Tons of ROG	0.19	\$ 183	\$ 2,858	0.30	\$ 284	\$4,443
Tons of NOX	0.60	\$ 7,724	\$ 120,664	0.68	\$ 8,827	\$137,901
Tons of PM10	0.0086	\$ 853	\$ 13,322	0.0128	\$ 1,279	\$19,984
Subtotal - Emissions Costs		\$ 8,760	\$ 136,842		\$ 10,391	\$ 162,328
INITIAL CAPITAL COSTS						
Construction Cost			\$ 1,384,735			\$ -
Construction Cost - Structures			\$ -			\$ -
Capital Support			\$ 693,000			\$ -
Right-of-Way			\$ 259,000			\$ -
Subtotal - Initial Capital Costs			\$ 2,336,735			\$ -
NET PRESENT VALUE			\$ 4,451,486			\$ 5,527,207

NOTE: Safety and Delay performance measures are the summation of the existing signal and stop controlled intersections.

LIFE CYCLE BENEFIT/COST ANALYSIS

BENEFITS - Roundabout compared to Traffic Signal

Safety Benefit of Roundabout	\$1,974,013
Delay Reduction Benefit of Roundabout	\$1,342,571
Emission Reduction Benefit of Roundabout	\$25,486
Total Benefits	\$3,342,070

COSTS - Roundabout compared to Traffic Signal

Added O&M Costs of a Roundabout	-\$95,872
Added Capital Costs of a Roundabout	\$2,336,735
Total Costs	\$2,240,863

**LIFE CYCLE (25 YEAR)
BENEFIT/COST RATIO**

1.49

Roundabout Preferred

AIR QUALITY ANALYSIS

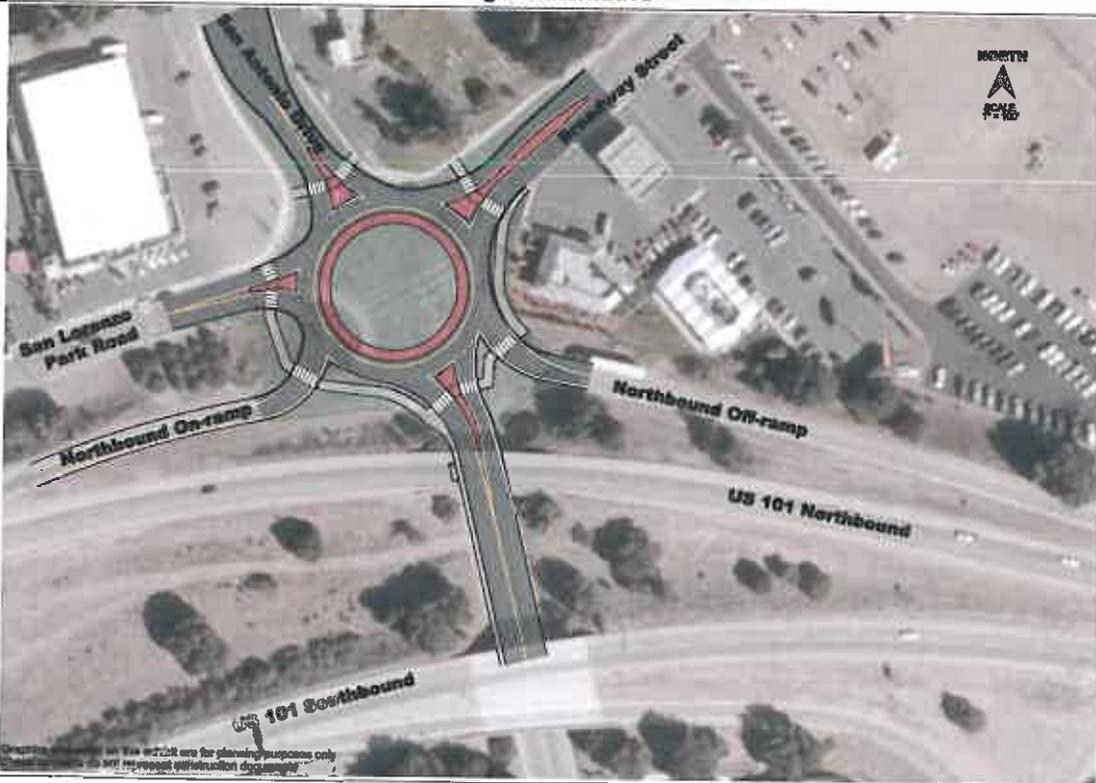
AIR QUALITY

	Roundabout (vs. existing)	Traffic Signal + Two-Way Stop (vs. existing)
Annual Emission Reduction (lb/year)	393	N/A No Emission Change
Cost Per Pound Per Life	\$58.38	N/A No Emission Change
AIR QUALITY COST EFFECTIVENESS (\$ / ton / year)	\$4,671	N/A No Emission Change

Intersection Improvement Alternatives



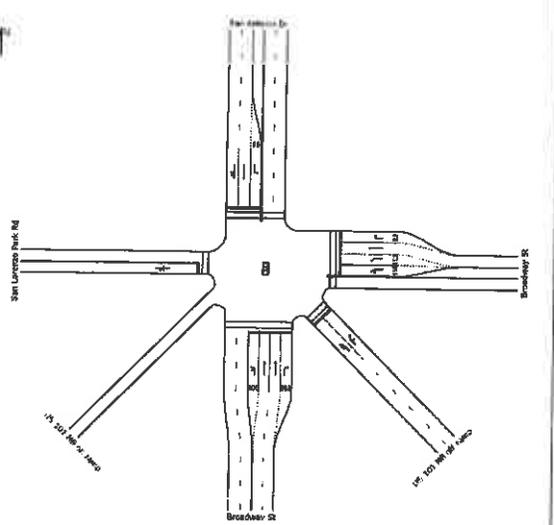
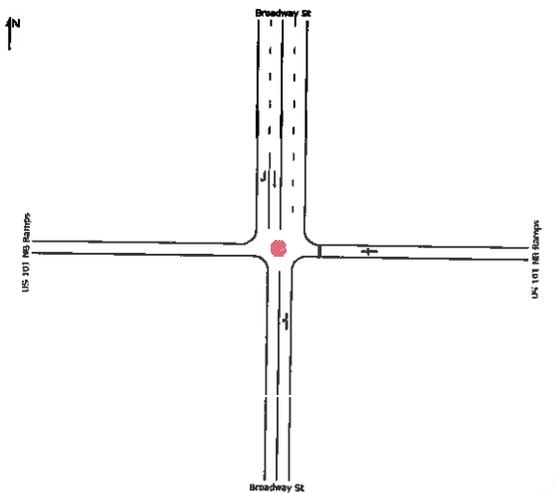
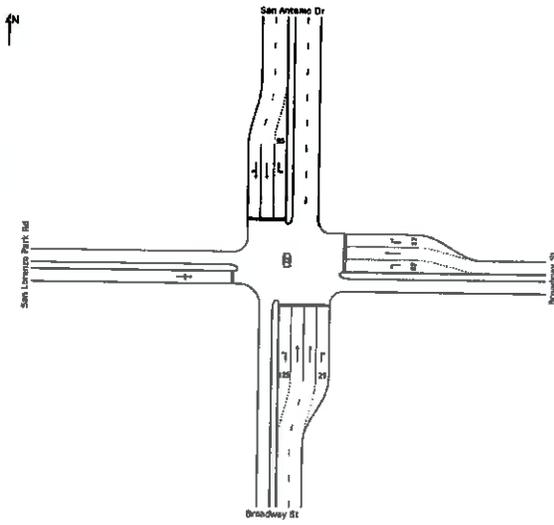
Signal Alternative



Roundabout Alternative

Note: Intersection alternative improvements are conceptual and for planning purposes only. Alternatives are not to scale.

Intersection Control Alternative Summary



EXISTING INTERSECTION
SIGNAL



Summary of Operations						
Design Year	AM			PM		
	LOS	Delay (s)	95% Queue (ft)	LOS	Delay (s)	95% Queue (ft)
2015	B	18.6	107 (SBT)	B	19.0	160 (WBL)
2030	C	23.1	192 (SBT)	C	24.4	248 (WBL)
2040	D	36.2	334 (NBR)	C	31.0	367 (WBL)

NOTES:

- NB Broadway Street queues will exceed available storage affecting NB US-101 Ramps for all scenarios.
- WBL Broadway Street will also exceed available storage for all scenarios.

EXISTING INTERSECTION
STOP



Summary of Operations						
Design Year	AM			PM		
	LOS	Delay (s)	95% Queue (ft)	LOS	Delay (s)	95% Queue (ft)
2015	C	15.1	13 (WB)	C	16.5	25 (WB)
2030	C	23.6	30 (WB)	D	26.2	63 (WB)
2040	F	51.5	78 (WB)	F	106.7	210 (WB)

NOTES:

ALTERNATIVE 1
SIGNAL MODIFICATIONS

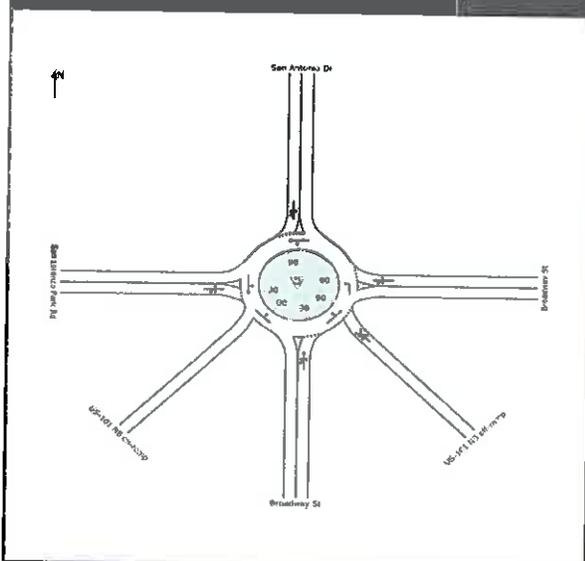


Summary of Operations						
Design Year	AM			PM		
	LOS	Delay (s)	95% Queue (ft)	LOS	Delay (s)	95% Queue (ft)
2015	C	25.5	222 (NBR)	C	26.5	194 (NBR)
2030	C	32.4	347 (NBR)	C	35.4	330 (NBR)
2040	D	42.8	550 (NBR)	D	44.1	515 (NBR)

NOTES:

- WBL Broadway Street will exceed available storage for the 2030 p.m. peak hour

Intersection Control Alternative Summary



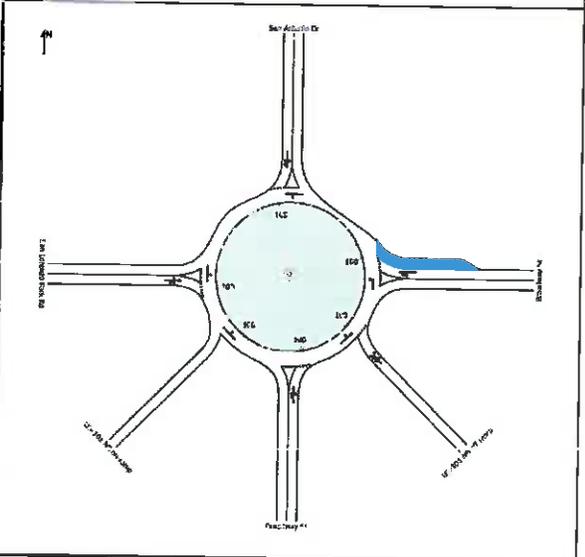
ALTERNATIVE 2
ROUNDBABOUT



Summary of Operations						
Design Year	AM			PM		
	LOS	Delay (s)	95% Queue (ft)	LOS	Delay (s)	95% Queue (ft)
2015	A	6.2	66 (NB)	A	7.5	74 (NB)
2030	A	9.1	127 (NB)	B	15.0	235 (WB)

NOTES:

1. Significant queues are noted for WB Broadway Street during the 2015 and 2030 p.m. peak hour.



ALTERNATIVE 2a
ROUNDBABOUT



Summary of Operations						
Design Year	AM			PM		
	LOS	Delay (s)	95% Queue (ft)	LOS	Delay (s)	95% Queue (ft)
2040	B	13.3	235 (NB)	C	15.4	296 (NB)

NOTES:

1. A 100 foot westbound right turn lane is added.



Item 11(B)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF ALTERNATIVES AND ISSUES RELATED TO THE PROPOSED MEDICAL MARIJUANA TAX MEASURE

RECOMMENDATION:

It is recommended the City Council provide direction on features of the proposed medical marijuana tax measure.

BACKGROUND:

At the January 26, 2016 meeting, the City Council adopted an ordinance allowing cultivation of medical marijuana in the M-1 and M-2 zoning districts and the East Ranch Business Park Specific Plan area. Staff is currently working on amendments to allow manufacturing and processing, as well as to address other issues that have been identified.

When the Council approved the Ordinance allowing medical marijuana cultivation, 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, which will require a majority vote. At the March 22, 2016 meeting, the City Council approved a consultant services agreement with HdL Companies and appropriated \$20,000 for them to assist the City in drafting the tax measure.

DISCUSSION:

Attached is a proposed schedule for placing the tax measure on the ballot, which has been prepared by the City's consultant. He will make a presentation at the April 26, 2016 meeting on some of the alternatives and issues that need to be considered in order to obtain Council direction prior to preparing a draft ordinance and ballot measure for discussion at the May 10, 2016 meeting.

**CITY COUNCIL
CONSIDERATION OF ALTERNATIVES AND ISSUES RELATED TO THE
PROPOSED MEDICAL MARIJUANA TAX MEASURE
APRIL 26, 2016
PAGE 2 OF 2**

Some of the key issues to decide include the following:

- Whether to base the tax on sales, square footage, a combination of the two;
- What rate to establish the tax;
- Whether to create the flexibility to adjust the tax, graduate the tax after a business is established, and/or whether to include a CPI adjustment.

The consultant will provide information on alternatives, what other cities are proposing or have adopted, and the pros and cons of different options.

COST ANALYSIS:

Projected revenue from the tax will depend on the tax rate and the number of businesses that are licensed. Given that State regulations are still under development, the number of future businesses is difficult to anticipate. However, the measure has the potential of generating over \$1 million for the City.

ALTERNATIVES:

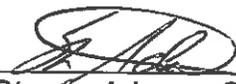
The following alternatives are provided for City Council consideration:

1. Provide staff direction on the proposed tax measure;
2. Delay consideration of a tax measure;
2. Direct staff to not pursue a tax measure; or
4. Provide staff other direction.

Exhibits:

1. Proposed schedule

Prepared and Approved by:



Steven Adams, City Manager

Marijuana Ballot Measure Calendar

- Day 196 April 26, Preliminary discussion with City Council advising them of the options and to address issues of concern.
- Day 182 May 10, Provide sample Ordinance and Ballot Measure Draft for discussion purposes only to City Council to seek direction or recommendations to staff (No action taken by City Council) could be an informational only item.
- Day 160 June 1, Public Notice Number #1 (Must be posted in the newspaper no later than 15 Days before Public Hearing).
- Day 154 June 7, Public Notice #2 (Must be posted at least twice within 15 days of First Reading).
- Day 147 June 14, First Reading of Ordinance (Ballot Measure) Public Hearing.
- Day 133 June 28, Second Reading of Ordinance (Ballot Measure).
- Day 88 August 12, Last day to file Measure Resolution with the County ROV.
- Day 86 August 14, Letters assigned to the Local Measure (Conducted by the Election Official).
- Day 81 August 19, Primary Arguments Due
- Day 71 August 29, Rebuttal Arguments Due
- Day 71 August 29, City Attorney's Impartial Analysis Due
- Day 0 November 8, Election Day



Item 11(C)

REPORT TO THE CITY COUNCIL

DATE: APRIL 26, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF LETTER TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION REQUESTING A DENIAL OR DELAY OF CALIFORNIA WATER SERVICE COMPANY RATE AND CONSOLIDATION REQUEST

RECOMMENDATION:

It is recommended the City Council approve, and authorize the Mayor to sign, a letter to the California Public Utilities Commission (PUC) requesting them to deny or delay the request from California Water Service Company (Cal Water) for consolidation of water districts involving King City and a water rate increase.

BACKGROUND:

At the April 12, 2016 meeting, the City Council approved a request from Council Member LeBarre to place on the Council agenda a letter to the California Public Utilities Commission (PUC) requesting them to deny or delay the request from Cal Water for consolidation of water districts involving King City and a water rate increase.

DISCUSSION:

Given income levels in the community, Council Member LeBarre has expressed concerns regarding the hardship that will result from the proposed rate increase. Therefore, he has recommended denial or a delay to provide time for the City to work with representatives of Cal Water on how to minimize rates. A draft letter is being prepared for consideration, which will be distributed to Council prior to the meeting.

**CITY COUNCIL
CONSIDERATION OF LETTER TO THE CALIFORNIA PUBLIC UTILITIES
COMMISSION REQUESTING A DENIAL OR DELAY OF CALIFORNIA WATER
SERVICE COMPANY RATE AND CONSOLIDATION REQUEST
APRIL 26, 2016
PAGE 2 OF 2**

COST ANALYSIS:

There is no projected cost to the proposed action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve the proposed letter;
2. Modify and approve the letter;
2. Do not approve sending a letter; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

Important Dates: City of King Council 2016

Updated 4/16/16 Underlined events are those recently added to this list

April

4/1-30 = **Trashion Fashion Recycled**, outfits from the Alliance on Aging Trashion Show to be on display at Sol Treasures, 519 Broadway

4/16-24 – **Free Admission to Pinnacles National Park for National Park Week**

4/20 = (Wed) = **Celebration at Pinnacles National Park**, East side, 3:30-6:30 in honor of the 100th Birthday of the National Park Service. RSVP required 385-6112

4/21 (Thurs) = **Earth Power Poetry Readings** at the King City Library from 5 – 6 p.m. with students & faculty from the Hartnell College King City Center

4/22 (Fri) = Spring Carnival at Arts Magnet School at 415 Pearl Street, 3-5:30 p.m.

4/22 (Fri) = **Trashion Party** to meet the creators of outfits worn at the Alliance on Aging Trashion Show, held at Sol Treasures, 519 Broadway

4/23 (Sat) = **Salinas Valley Fair Kick-off Dinner, Dance and Auction**

4/23 (Sat) = **King City 5K Run/Walk**, 9 a.m. starting from Chalone Peaks Middle School benefitting the KCHS Cross Country Team

4/23 (Sat) = Spring Tour for San Antonio Valley Historical Association

4/25 (Mon) = Workshop to discuss establishing the boundaries for District Elections. 6 p.m. at City Hall

4/26 (Tues) = **City Council meeting, 6 p.m. City Hall**

4/28 & 29 (Thurs & Fri) = **Science Camp** at San Lorenzo Park for all fifth graders in the King City Union School District.

4/29 – May 1 (Fri-Sun) = Spring ballet “Cinderella” sponsored by the Monterey County Dance Foundation; Fri & Sat at 7:30, Sunday at 2 p.m.

4/29-May 1 (Fri-Sun) = 34th Wildflower Triathlon at San Antonio Lake, first Saturday in May

4/30 (Sat) = **Bike Race** in and around King City from 9 a.m. -3 p.m. sponsored by Pedali Alpini, Inc., More details to follow . See www.PedaliAlpini.org

May

5/1 (Sun) = 58th Annual Barbecue at St. Luke’s Church in Old Town Jolon from noon to 4 p.m.

5/4 (Wed) King City Library Closed for Staff Training Day

5/7 (Sat) = Deliver Fair Entries to the Salinas Valley Fair 8 a.m. – 3 p.m.

5/7 (Sat) = Craft Bazaar and BBQ at Wildhorse Café, 9 a.m. – 3 p.m.

5/11 (Wed) = **AMBAG**, the Association of Monterey Bay Area Governments, meets at the Greenfield City Hall at 6 p.m.

5/12(Thurs) = San Lucas Branch Library Project **Groundbreaking Celebration**, 1 p.m.

5/12-15 (Thurs-Sun) = **Salinas Valley Fair**, 72nd annual on the third weekend in May

5/16 (Mon) = **Budget Workshop** for the King City Council, 5 p.m. at City Hall to consider plans for the 2016-17 budget

5/18 (Wed) = **Downtown Farmer’s Market**, 4-7 p.m. begins weekly Wednesdays through October.

5/19 (Thurs) = **Open House** at Del Rey Elementary School at 6 p.m.

5/24 (Tues) = City Council Meeting including the decision to adopt boundaries for District Elections. 7 p.m. at City Hall

5/25-30 (Wed-Mon) = Lightning in a Bottle Arts and Music Festival at San Antonio Lake , North Shore

5/31 (Tues) = Deadline for Monterey County Free Libraries Cowboy Poetry Contest. Entry forms available at the library. Must be under 19 years old

June

6/4 (Sat) = **King City Pools** open for the summer

6/4 (Sat) – 6/17 (Sat) = **Friends of the King City Library Book Sale. Bake Sale on Saturday**

6/4 and Saturday 6/11.

6/6 (Mon) = **Summer Day Camp** begins at the King City Recreation Center

6/7 (Tues) = **Swim lessons** begin at the King City Pool Complex

6/10 (Fri) = REVISED DATE Speakeasy Spring Dinner Fundraiser for Monterey County Agricultural and Rural Life Museum at San Lorenzo Park’s DeAnza Building

6/11 (Sat) = Bark for Life, a canine event and concert to fight cancer at San Lorenzo Park from 4 p.m.- 7 p.m. to benefit American Cancer Society

6/15 (Wed) = **Chamber/Rotary/MCARLM Beautification BBQ** at San Lorenzo Park at noon.

6/18-26 = **Beautification Week**. Consider doing one thing to improve the appearance of your property.

**KING CITY POLICE DEPARTMENT
2016 VEHICLE TOWS
February**

DATE TOWED	REPORT#	OFFICER	CRIME	RELEASED FORM	DATE RELEASED	PAID
2/1/2016	16-0121	Bowen	Warrant	Yes	2/5/2016	\$0.00
2/3/2016	16-0135	E. Orozco	Suspended License	Yes	2/4/2016	\$150.00
2/4/2016	16-0139	Umstead	Expired Tags	No		

**KING CITY POLICE DEPARTMENT
2016 VEHICLE TOWS
March**

DATE TOWED	REPORT#	OFFICER	CRIME	RELEASED FORM	DATE RELEASED	PAID
3/2/2016	16-0260	Umstead	Suspended License	Yes	3/7/2016	\$150.00
3/7/2016	16-0279	E. Orozco	Accident	No		
3/24/2016	16-0365	Perez	Expired Tags	No		
3/24/2016	16-0366	Umstead	Expired Tags	No		
3/24/2016	16-0367	Perez	Expired Tags	No		
3/24/2016	16-0368	Umstead	Expired Tags	No		
3/24/2016	16-0369	Andriola	Expired Tags	No		
3/24/2016	16-0370	Andriola	Expired Tags	No		