

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

TUESDAY AUGUST 9, 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

Presentation by Kelly Morgantini on Program Providing No-Cost Legal Services to Seniors

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 July 12, 2016 Council Meeting
Recommendation: approve and file.
- B. Consideration: City Check Register – Current
Recommendation: receive and file.
- C. Consideration: Successor Agency Check Register – Current
Recommendation: receive and file.
- D. Consideration: Public Financing Authority Check Register – Current
Recommendation: receive and file.
- E. Consideration: Participation in Farmworker Housing Study and Action Plan for Salinas and Pajaro Valley
Recommendation: 1) adopt a resolution approving an Agreement among the City of Salinas, the County of Monterey, the County of Santa Cruz, and the cities of Gonzales, Greenfield, King, and Soledad regarding participation in the Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley.
- F. Consideration: Consultant Services Agreement with RRM Design Group for Preparation of a Downtown Streetscape Conceptual Plan
Recommendation: approve and authorize the City Manager to execute a consultant services agreement with RRM Design Group to prepare a downtown streetscape conceptual plan for an amount not to exceed \$49,646.
- G. Consideration: Voting Delegate for the League of California Cities Annual Business Meeting
Recommendation: designate Council Member Acosta as the City's voting delegate for the League of California Cities Annual Business Meeting at the Annual Conference.
- H. Consideration: Professional Services Agreement with Carollo Engineers for Preparation of Wastewater Facilities Plan and Wastewater Collection System Master Plan
Recommendation: 1) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers for preparation of a wastewater facilities plan and wastewater collection system master plan; and 2) direct staff to enter into discussions with Cal Water and Little Bear Water Company regarding participation in the Wastewater Treatment Facility Upgrade Project.

- I. Consideration: Monterey Peninsula Foundation Grant Application for Citywide Police Security Camera System
Recommendation: 1) approve submittal of a grant application for \$30,000 for a citywide police security camera system; and 2) authorize the Mayor and City Manager to sign the grant application on behalf of the City.
- J. Consideration: Response to the 2016 Monterey County Civil Grand Jury Report
Recommendation: receive and approve the attached response regarding the 2016 Monterey County Civil Grand Jury Report, entitled "The Slowly Expanding Use of Body-Worn Video Cameras by Law Enforcement Agencies in Monterey County."
- K. Consideration: Replacement and Purchase of Police Vehicles
Recommendation: approve and authorize the Chief of Police to purchase three new police vehicles; one vehicle purchased by cash and two vehicles purchased via lease.
- L. Consideration: Change Order to Sewer Line Project to Add Paving to South Mildred Avenue
Recommendation: approve and authorize a change order to the Sewer Line Project in the amount of \$185,000 to repave Mildred Avenue from Broadway Street to Division Street.

10. PUBLIC HEARINGS

- A. Consideration: Resolution placing on the November 8, 2016 Election Ballot an Ordinance to Add an Annual Commercial Cannabis Tax on Medical and Non-Medical Marijuana Cultivation, Nurseries, Manufacturing and Testing
Recommendation: 1) adopt a Resolution placing on the ballot of the election to be held on November 8, 2016 an Ordinance to add an annual commercial cannabis tax on medical and non-medical marijuana cultivation, nurseries, manufacturing and testing; and 2) authorize the City Manager to make any immaterial changes to the ballot question language deemed necessary by the County Elections Office to comply with their election requirements; and 3) direct staff to distribute a public education mailer to each address in the City.

11. REGULAR BUSINESS

- A. Consideration: Resolution Approving the Ballot Argument in Favor of the Commercial Cannabis Tax Measure
Recommendation: adopt a Resolution approving the ballot argument in favor of the commercial cannabis tax measure.
- B. Consideration: Appointments to the Community Task Force to End Youth Violence
Recommendation: 1) approve the proposed list of appointments to the Community Task Force to End Youth Violence; and 2) appoint two representatives from the City Council to participate on the Task Force.

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. Liability Claims, by Maria Guadalupe Suarez, Monica Eusebio Martinez
Claim against City of King
Gov. Code Section: 54956.95
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section §54957:
Agency representatives: Steve Adams and Ed Zappia.
Employee organization: KCCEA
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section §54957:
Agency representatives: Steve Adams and Ed Zappia.
Employee organization: SEIU

13. ADJOURNMENT

**Minutes
City Council Meeting
July 12, 2016**

1. CALL TO ORDER:

Meeting was called to order at 6:01 PM by Mayor Cullen.

2. FLAG SALUTE:

The flag salute was led by Mayor Cullen.

RJ Rivera announced that there are translating services available.

3. ROLL CALL:

City Manager Adams conducted roll call.

City Council: LeBarre, Hendrickson, Mayor Pro Tem Jernigan, Mayor Cullen.
Council Members Acosta out sick.

City Staff: City Manager Steven Adams, Attorney Martin Koczanowicz

4. CLOSED SESSION ANNOUNCEMENTS:

No reportable actions taken at the June 28th meeting.

5. PRESENTATIONS:

None

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Mayor Cullen stated he is attending the Salinas Valley Solid Waste board retreat tomorrow. Thursday he will be attending the Forbes Ag Tech summit in Salinas. He will do a written report on what he has learned. Monterey County Mayors association meeting at Del Rey Oaks at the Medical Marijuana facility the County Reported that the they were able to avoid layoffs at the lakes. They got to tour the Medical Marijuana facility. Mee Memorial Hospital ribbon cutting at the patient accounting office 4:30p.m. Thursday. Mayor Cullen congratulated Council Member LeBarre on becoming Vice Chair of MST. He thanked him for the leadership role and the positive impact it is having on King City.

Council Member LeBarre attended Hunter Liggett Community relations meeting on June 29th, it was positive. June 30th went to Sam Farr's citizenship ceremony, it was incredible. MST is moving forward with building their maintenance facility in King City. Today was the press conference on the shootings and he appreciates the Chief's lead. He attended the Board of Supervisors meeting regarding the drilling initiative going on the ballot this November, which affects South County. On July 19th Opterra will have a ribbon cutting for solar

Council Member Hendrickson congratulated Council Member Lebarre and thanked him for his passion.

Mayor Pro Tem Jernigan attended the play and saw a lot of local talent. She attended 4th of July parade for King City in Bloom. She thought the town was looking so nice with the banners up and then the next day the banners came down and she would like the Council to think about leaving the banners up from Memorial Day through Labor Day. She saw a heartwarming thing at the parade, young boys were talking to Officer Perez and called him by name. She would like to send a note of gratitude and thanks to the Police Department from the Council.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams spoke on feedback on grant requests that the City had submitted, receiving \$2500 from and application from Waste Management for planters which will be part of the new furniture for the street scape plan. \$2500 grant from PG&E towards video surveillance camera system. Received a grant \$42,000 for camera system from US Department of Agriculture. Skate park is damaged enough that it should be closed due to safety so our staff will do some small repairs until we can reconstruct the entire facility.

City Attorney Koczanowicz stated the Jane Street property will be moving forward with litigation.

9. CONSENT AGENDA

- A. Meeting Minutes of June 28, 2016 Council Meeting
- B. Consideration: City Check Register – Current
- C. Consideration: Successor Agency Check Register – Current
- D. Consideration: Computer Network Upgrade
- E. Consideration: Second Reading and Adoption of Ordinance Rezoning of 1023 Broadway and Adjoin Parcel

Action: Motion to approve consent agenda items by LeBarre and seconded by Hendrickson

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

10(a) Consideration: Submittal of 2016 Community Development Block Grant (CDBG) Program Application.

City Manager Adams introduced the item.

City Engineer Octavio Hurtado presented the Citywide Sidewalk ADA Assessment Plan.

Chief Masterson spoke about Pro Youth and how it helps with gang violence. They provide activities and meals between the hours of 3-6p.m. They educate and tutor parents also. Pro Youth is excited to work with City of King.

Mayor Cullen opened the public hearing

Gabe Trujillo is concerned about the skate park being closed and would like to know how long it will be closed as it kept him out of gangs.

Mayor Cullen closed the public Hearing.

Mayor Cullen ask for a motion.

Action: Motion by Jernigan to adopt a Resolution authorizing the City Manager to submit a 2016 Community Development Block Grant ("CDBG") application on behalf of the City of King; directing staff to submit the 2016 CDBG application to the Housing and Community Development Department by July 27, 2016; seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

Motion by LeBarre to approve the proposed Citywide Sidewalk ADA Assessment Plan; Seconded by Mayor Pro Tem Jernigan.

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

Motion by Hendrickson to approve the remaining staff recommendations. seconded by LeBarre

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

10(b) Consideration: Adjustments of Master Fee Schedule

City Manager Adams introduced the item.

Mayor Cullen opened the public hearing and seeing no one come forward to give testimony closed the public Hearing.

Temporary sign permit council would like it to be lowered. City Manager will look into it.

Mayor Cullen called for a motion.

Action: Motion by LeBarre to adopt a resolution approving the new Master Fee Schedule leaving the quarterly racquetball amount to staff's discretion; and 2) provide direction to staff regarding a second phase of proposed fee modifications, seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

10(c) Consideration: Resolution placing on the November 8, 2016 Election Ballot an Ordinance to Add an Annual Commercial Cannabis Tax on Medical and Non-Medical Marijuana Cultivation, Nurseries, Manufacturing and Testing.

City Manager Adams introduced the item.

Aaron Sweat, Chief Marketing Officer, Point Bay Distributors wanted to introduce himself. They would like to help King City.

Brandon Gesicki thanked staff for their hard work and working with them. He looks forward for to working with the Chief of Police also.

Mayor Cullen opened the public hearing and seeing no one come forward to give testimony closed the public Hearing.

Mayor Cullen ask for a motion.

Mayor Cullen opened the public hearing and seeing no one come forward to give testimony closed the public Hearing.

Mayor Cullen ask for a motion.

Action: Motion by LeBarre to adopt a Resolution placing on the ballot of the election to be held on November 8, 2016 an Ordinance to add an annual commercial cannabis tax on medical and non-medical marijuana cultivation, nurseries, manufacturing and testing 2016, seconded by Hendrickson

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

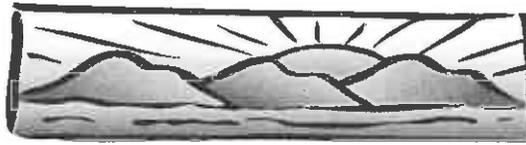
ADJOURNMENT:

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 7:27 pm.

Approved Signatures:

Mayor, Robert Cullen
City of King

City Clerk, Steven Adams
City of King



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

Item No **9 (B)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 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:

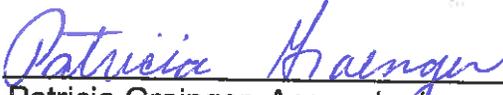
The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/CITY
CITY CHECK REGISTER
AUGUST 9, 2016
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Exhibit(S)

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Date: 08/02/2016

Time: 5:49 pm

Page: 1

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							
57822	06/29/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	DESKTOP INSTAL & SOFTWARE	1,998.56
57823	06/29/2016	Printed		AT & T	AT & T	Monthly Services -	2,832.27
57824	06/29/2016	Printed		AT&T - C	AT&T	KCPD - 56K	101.90
57825	06/29/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	CM Business Cards	85.75
57826	06/29/2016	Printed		COACHD	COACHDECK LLC	Soccer Coach Supplies	108.25
57827	06/29/2016	Printed		COASTL	COASTLINE MARKETING GROUP INC	Website Maint. Monthly	125.00
57828	06/29/2016	Printed		ENGLES	DARIUS ENGLS	Flagpole Repair Parts	35.65
57829	06/29/2016	Printed		FED EXP	FEDEX	Overnight Shipping	36.89
57830	06/29/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Replace Valves	105.24
57831	06/29/2016	Printed		HYDRO TURF	HYDRO TURF, INC.	RODENT CONTROL BAIT	18,717.58
57832	06/29/2016	Printed		KC TRUE	KING CITY TRUE VALUE	Electrical Plug Adapter	2.25
57833	06/29/2016	Printed		LAW EN PSY	LAW ENFORCEMENT PSYCHOLOGICAL	Chief Masterson - Psych Test.	750.00
57834	06/29/2016	Printed		LCAH	LOS COCHES ANIMAL HOSPITAL	Animal Services - Sick Cat	233.00
57835	06/29/2016	Printed		MO CO ENVI	MO CO ENVIRONMENTAL HEALTH	Health Permit Fee - Jail	8,020.00
57836	06/29/2016	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Monthly Copier Contract.	2,638.82
57837	06/29/2016	Printed		NICHOP	N. I. CHOPPERS, INC.	City Staff Uniforms	770.93
57838	06/29/2016	Printed		NDC	NATIONAL DEMOGRAPHICS CORP.	ELECTION SYSTEM	29,000.00
57839	06/29/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies/Copier	402.06
57840	06/29/2016	Printed		OWENE	OWEN EQUIPMENT COMPANY	Street Sweeper Parts -	847.95
57841	06/29/2016	Printed		PETE'S AUT	PETE'S AUTOMOTIVE REPAIR	Oil & Filter Change &	58.26
57842	06/29/2016	Printed		PBGFS	PITNEY BOWES GLOBAL	Postage Meter Leasing -	177.98
57843	06/29/2016	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Late Fee	34.64
57844	06/29/2016	Printed		QUILL CORP	QUILL CORPORATION	SCISSORS	286.73
57845	06/29/2016	Printed		RAINBOW	RAINBOW PRINTING	Buiness Cards - Chief	85.96
57846	06/29/2016	Printed		SV FAIR	SALINAS VALLEY FAIR	Mens/Youth BBall	1,925.00
57847	06/29/2016	Printed		SALINAS V	SALINAS VALLEY PRO SQUAD	JOSIE LAZARDI UNIFOM	753.56
57848	06/29/2016	Printed		SIEMENS	SIEMENS INDUSTRY INC.	TRAFFIC SIGNAL MAINT	772.19
57849	06/29/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	Memorial Day Ad.	49.00
57850	06/29/2016	Printed		STERI	STERICYCLE, INC	Services - 7/2016 - 9/2016	950.76
57851	06/29/2016	Printed		T&T PAVE	T & T PAVEMENT MARKINGS	120 GALLONS WHITE PAINT	2,369.69
57852	06/29/2016	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Services for May 2016	2,430.00
57853	06/29/2016	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Unit #108 - Flat Repair	20.73
57854	06/29/2016	Printed		TORO	TORO PETROLEUM CORP.	Gasoline June 2016	2,605.22
57855	06/29/2016	Printed		TRI	TRI-COUNTY FIRE PROTECTION INC	2 Fire Extinguishers	142.62
57856	06/29/2016	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	KONICA CITY HALL COPIER	608.80
57857	06/29/2016	Printed		VALSA	VALLEY SAW AND GARDEN EQUIP.	HEDGE TRIMMER AND GARBAGE	582.43
57858	06/29/2016	Printed		VERIZON WI	VERIZON WIRELESS	CELL PHONES	825.98
57859	07/14/2016	Printed		A T T	A T & T	City Hall Internet -	154.00
57860	07/14/2016	Printed		ASI	ADMINISTRATIVE SOLUTIONS, INC	City Self Funded Medical	5,000.00
57861	07/14/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	MS OFFICE	304.59
57862	07/14/2016	Printed		AMBAG	AMBAG	2016 AMBAG Regional	1,759.89
57863	07/14/2016	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	JANITORIAL SUPPLIES	531.33
57864	07/14/2016	Printed		AMERIGAS	AMERIGAS PROPANE LP	Tank Rental	85.42
57865	07/14/2016	Printed		AT&T - C	AT&T	KCPD - Fax Line - May-June	73.92
57866	07/14/2016	Printed		CNAUTO	C & N AUTOMOTIVE ELECTRIC	Oil	149.09
57867	07/14/2016	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	MONTHLY WATER SERVICE	26,172.14
57868	07/14/2016	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	EDGER BLADES	179.53
57869	07/14/2016	Printed		COMINFO	COUNTY OF MONTEREY	Network Access - May 2016	555.00

Check Register Report

Date: 08/02/2016

Time: 5:49 pm

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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							
57870	07/14/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	MONTHLY INSPECTION	80.00
57871	07/14/2016	Printed		DEPT CONS	DEPARTMENT OF CONSERVATION	SMIP Quarterly Fees -	221.16
57872	07/14/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	JUNE PLANNING SERVICES	16,734.12
57873	07/14/2016	Printed		HARDEE	FRED HARDEE	Prelim BG - Gamble,McPherson	1,195.00
57874	07/14/2016	Printed		FUQUA	TRACEY FUQUA	Refund Swim Lessons -	80.00
57875	07/14/2016	Printed		GLANDON	GARY L. GLANDON	CC Presentation Construction	1,410.00
57876	07/14/2016	Printed		GODINHOE	ELVIRA GODINHO	Liability for Door Removal	125.00
57877	07/14/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	PIPE	138.29
57878	07/14/2016	Printed		GRANITEROC	GRANITEROCK	COLD MIX	1,274.95
57880	07/14/2016	Printed		HANNA	HANNA & BRUNETTI	Eng Svc Broadway St/	31,252.42
57881	07/14/2016	Printed		JBTIRE	MIGUEL JACOBO	Unit #102 (Motor/Switch)	2,441.96
57882	07/14/2016	Printed		KC CHAMBER	KING CITY CHAMBER OF COMMERCE	CHAMBER LUNCHEON	15.00
57883	07/14/2016	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	1 NIPPLE	204.34
57885	07/14/2016	Printed		KC TRUE	KING CITY TRUE VALUE	Nuts, Bolts	299.04
57886	07/14/2016	Printed		KC VOL	KING CITY VOLUNTEER FIRE DEPT	FD Request Funds from Donation	19,000.00
57887	07/14/2016	Printed		KOCZANOWIK	LAW OFFICE OF	Professional Services -	6,507.00
57888	07/14/2016	Printed		MASTERSON	ROBERT MASTERSON	Chief - Uniform	724.99
57889	07/14/2016	Printed		ANDERSEN'S	MIGUEL MILLA-LEON	New Lock & Keys - City Hall	385.86
57890	07/14/2016	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	APRIL - JUNE CALLS	5,472.26
57891	07/14/2016	Printed		MBLOVED	MONTEREY BAY LOVEDPET, INC	Freezer Clean Out	200.00
57892	07/14/2016	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Battery	410.48
57893	07/14/2016	Printed		OFFICE DEP	OFFICE DEPOT	Laminating sheets, Spoons	116.10
57894	07/14/2016	Printed		PG&E	PACIFIC GAS AND ELECTRIC CO.	MONTHLY GAS & ELECT SERVICE	38,581.44
57895	07/14/2016	Printed		PURE WATER	PENINSULA PURE WATER INC.	City Hall Water	23.20
57896	07/14/2016	Printed		PIT	PITNEY BOWES INC	Postage Machine E-Z Seal	54.21
57897	07/14/2016	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	City Hall Postage Refill	300.00
57898	07/14/2016	Printed		QUILL CORP	QUILL CORPORATION	Binder Pockets for Finance	321.63
57899	07/14/2016	Printed		SENTRY	SENTRY	Alarm Installation Rec Center	3,585.78
57900	07/14/2016	Printed		SHREDIT	SHRED-IT US JV LLC	Shredding Service.	2,066.37
57901	07/14/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	PUBLIC NOTICES	200.00
57902	07/14/2016	Printed		SPEAK	SPEAKWRITE BILLING DEPT	June Services - GrpLEKCPD1	106.73
57903	07/14/2016	Printed		SPECIALTY	SPECIALTY CONSTRUCTION INC.	PROGRESS PAYMENT #8	467,243.14
57904	07/14/2016	Printed		SPRINT	SPRINT	CITY HALL TELEPHONE	157.21
57905	07/14/2016	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Bowen Legal Service	4,277.55
57906	07/14/2016	Printed		TORO	TORO PETROLEUM CORP.	Gas - June 2016	2,586.32
57907	07/14/2016	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	June Services - ID#412260	25.00
57908	07/14/2016	Printed		TRI	TRI-COUNTY FIRE PROTECTION INC	Fire Extinguisher (3)	130.91
57909	07/14/2016	Printed		UMPQUA	UMPQUA BANK	RETENTION PMT SEWER PROJ	24,591.76
57910	07/14/2016	Printed		VALSA	VALLEY SAW AND GARDEN EQUIP.	Repair Riding Mower.	324.47
57911	07/14/2016	Printed		VERDIN	VERDIN MARKETING INK.	Economic Development	2,401.11
57912	07/14/2016	Printed		AMBAG	AMBAG	2016-17 Dues Assessment.	2,437.00
57913	07/14/2016	Printed		AT & T	AT & T	Access Transport -	342.50
57914	07/14/2016	Printed		AVIATION S	AVIATION SPECIALTIES	Filters	1,797.98
57915	07/14/2016	Printed		CELLE	CELLEBRITE USA, CORP	Card Reader Renewal.	3,800.00
57916	07/14/2016	Printed		CNASUR	CNA SURETY DIRECT BILL	Accountant Bond -	400.00
57917	07/14/2016	Printed		COASTL	COASTLINE MARKETING GROUP INC	Website Maint Monthly Service	125.00
57918	07/14/2016	Printed		KC TRUE	KING CITY TRUE VALUE	Pool Supplies	49.71
57919	07/14/2016	Printed		MAYNARD	THE MAYNARD GROUP	Telephone Maint. & Support.	458.29
57920	07/14/2016	Printed		MO BAY	MO BAY AIR RESOURCES	Per Capita Assessment	4,977.35
57921	07/14/2016	Printed		PURE WATER	PENINSULA PURE WATER INC.	June Water Service	37.75
57922	07/14/2016	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	City Hall Internet	30.90

Check Register Report

Date: 08/02/2016

Time: 5:49 pm

Page: 3

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							
57923	07/14/2016	Printed		ROWE	ALLEN ROWE	Twist USB-Drive	30.51
57924	07/14/2016	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Airport Liability Pol Renewal	7,821.00
57925	07/14/2016	Printed		TAMC	TRANSPORTATION AGENCY	Congestion Management	4,327.00
57926	07/15/2016	Printed		PNC	PNC EQUIPMENT FINANCE, LLC	Lease #192069000	80,876.00
57927	07/29/2016	Printed		AT&T - C	AT&T	Phone Bill - #9391048347	54.64
57928	07/29/2016	Printed		COMINFO	COUNTY OF MONTEREY	Network Access - June 2016	3,965.95
57929	07/29/2016	Printed		COUNTY OF	COUNTY OF MONTEREY	Dispatch Services FY 15-16	230,769.79
57930	07/29/2016	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprinting - Acct#147868	32.00
57931	07/29/2016	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access & Education	11.40
57932	07/29/2016	Printed		GREEN'S	GREEN'S ACCOUNTING	May - June 2016 Accounting	17,217.35
57933	07/29/2016	Printed		HALE	DAVID P HALE	Prof Services - General	7,408.00
57934	07/29/2016	Printed		LINCOLN	LINCOLN AQUATICS	Pool Solar Project Final	12,136.21
57935	07/29/2016	Printed		MBAS	MBAS, INC.	Lab Work WWTP	560.00
57936	07/29/2016	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	Booking Fees FY 2015-16	9,906.96
57937	07/29/2016	Printed		QUILL CORP	QUILL CORPORATION	Index maker for binders.	80.40
57938	07/29/2016	Printed		ROTARY CLU	ROTARY CLUB OF KING CITY, CA	Tirado Semi-Annual Dues	75.00
57939	07/29/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	Advertising	771.30
57940	07/29/2016	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Annual Services - 6/2016	2,160.00
57941	07/29/2016	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Unit #108 - Alignment	2,157.94
57942	07/29/2016	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	CC Charge - Flash Light Rings	3,150.65
57943	07/29/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	New Server Deposit	24,329.62
57944	07/29/2016	Printed		AMERICAN R	AMERICAN RIVER COLLEGE	Code Enforcement Training.	114.00
57945	07/29/2016	Printed		APODACAJ	JOHANA APODACA	Refund - Swim Lessons	80.00
57946	07/29/2016	Printed		AT & T	AT & T	City's Monthly Telephone	2,846.59
57947	07/29/2016	Printed		BRAINARD	BRAINARD INVESTIGATIONS	Background - Jimenez, E	900.80
57948	07/29/2016	Printed		CERNEY	JOHN CERNEY	Pocket Park Mural	4,000.00
57949	07/29/2016	Printed		GOULD	DIXIE GOULD	Training /Meals	225.00
57950	07/29/2016	Printed		HARBIN	HARBIN CONSTRUCTION	Repair Eve Tile.	824.65
57951	07/29/2016	Printed		HDLCO	HDL COREN & CONE	Property Tax Contract	1,250.00
57952	07/29/2016	Printed		HYDRO TURF	HYDRO TURF, INC.	6 Controllers	1,106.35
57953	07/29/2016	Printed		KCRUS	KING CITY RUSTLER	1 Yr Sub-City Hall	49.70
57954	07/29/2016	Printed		LIONS GATE	LIONS GATE HOTEL	Lodging - CSO Training -	541.75
57955	07/29/2016	Printed		M BASIA	MBASIA	W/C Premium #1, Liab Premium.	329,419.10
57956	07/29/2016	Printed		OFFICE DEP	OFFICE DEPOT	Toner, Office Supplies	215.11
57957	07/29/2016	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage Meter	201.00
57958	07/29/2016	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	430.78
57959	07/29/2016	Printed		ROWE	ALLEN ROWE	Laptop for Special	362.44
57960	07/29/2016	Printed		SCHRIVER	ELAINA SCHRIVER	Refund Duplicate Swim	40.00
57961	07/29/2016	Printed		SIEMENS	SIEMENS INDUSTRY INC.	Traffic Signal maint.	97.19
57962	07/29/2016	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Agri-Business Div.	8,645.70
57963	07/29/2016	Printed		TORO	TORO PETROLEUM CORP.	City's Monthly Gas.	2,326.76
57964	07/29/2016	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier - Monthly	887.16
57965	07/29/2016	Printed		VALSA	VALLEY SAW AND GARDEN EQUIP.	Repair Weed Eater & Hedger.	184.42
57966	07/29/2016	Printed		VERIZON WI	VERIZON WIRELESS	City Hall Monthly Cell -	848.98

Total Checks: 143

Checks Total (excluding void checks): 1,529,617.04

Total Payments: 143

Bank Total (excluding void checks): 1,529,617.04

Total Payments: 143

Grand Total (excluding void checks): 1,529,617.04



Item No **9 (C)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 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
AUGUST 9, 2016
PAGE 2 OF 2**

Exhibit(S)

1. Check Register Report

Submitted by: Patricia Grainger
Patricia Grainger, Accountant

Approved by: Steven Adams
Steven Adams, City Manager

Check Register Report

Date: 08/02/2016

Time: 5:52 pm

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
SUCCESSOR AGENCY OF Checks							
186	06/29/2016	Printed		GIUDICI FR	FRANCIS & REBECCA GIUDICI	ROPS 15-16B Payments	20,369.48
187	06/29/2016	Printed		HEARNE DEN	DENNIS J & SHARON HEARNE	ROPS 15-16B Payments	99,861.63
188	06/29/2016	Printed		HEARNE FRA	FRANCIS & PATRICIA HEARNE	ROPS 15-16B Payments	99,861.63
189	06/29/2016	Printed		HEARNE LAU	LAURENCE F & PATRICIA HEARNE	ROPS 15-16B Payments	99,861.63
190	06/29/2016	Printed		HEARNE TIM	TIMOTHY M & KATE HEARNE	ROPS 15-16B Payments	99,861.63
191	07/14/2016	Printed		KOCZANOWIK	LAW OFFICE OF	Successor Agency	32.00
192	07/29/2016	Printed		CA DEBT	CALIFORNIA DEBT AND INVESTMENT	Tax Allocation Bond.	479.25
193	07/29/2016	Printed		GREEN'S	GREEN'S ACCOUNTING	SA May - June Accounting	5,600.00
Total Checks: 8						Checks Total (excluding void checks):	425,927.25
Total Payments: 8						Bank Total (excluding void checks):	425,927.25
Total Payments: 8						Grand Total (excluding void checks):	425,927.25



Item No **9 (D)**

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: AUGUST 9, 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
AUGUST 9, 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

Date: 08/02/2016

Time: 5:53 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

305	07/14/2016	Printed		HANNA	HANNA & BRUNETTI	Eng Service - 1 Street	2,795.25
306	07/29/2016	Printed		HANNA	HANNA & BRUNETTI	Balance Owing on Inv.#13696	3.00

Total Checks: 2	Checks Total (excluding void checks):	2,798.25
------------------------	--	-----------------

Total Payments: 2	Bank Total (excluding void checks):	2,798.25
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Total Payments: 2	Grand Total (excluding void checks):	2,798.25
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Item No. **9 (E)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

SUBJECT: CONSIDERATION OF PARTICIPATION IN FARMWORKER HOUSING STUDY AND ACTION PLAN FOR SALINAS AND PAJARO VALLEY

RECOMMENDATION:

It is recommended City Council adopt a resolution approving an Agreement among the City of Salinas, the County of Monterey, the County of Santa Cruz, and the cities of Gonzales, Greenfield, King, and Soledad regarding participation in the Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley.

BACKGROUND:

The cities of Gonzales, Soledad, Greenfield, and King City in the valley south of Salinas have been investigating new options for agricultural employee housing for several years. Mayors and/or city managers have met with Salinas Valley agricultural business leaders seeking commitments to development of agricultural employee housing. In the Spring of 2015, the mayors of the South Salinas Valley cities began meeting with Napa and Sonoma County officials and winery owners to learn about their innovative funding and management of housing for wine grape agricultural workers that might serve as a model for a south Salinas Valley solution to agricultural employee housing needs.

The City Council of the City of Salinas adopted the City of Salinas 2015-2023 Housing Element in December 2015 with Action H-13 to conduct a farmworker housing study: "Contribute a share of funding to participate in and conduct a special countywide study that requires a scientific community survey and/or a survey of agricultural employers in the county to further define housing needs of the farm labor workforce, financing constraints and opportunities, and best practices, by the end of 2016." The City of Salinas Housing Element was

**CITY COUNCIL
CONSIDERATION OF PARTICIPATION IN FARMWORKER HOUSING STUDY
AND ACTION PLAN FOR SALINAS AND PAJARO VALLEY
AUGUST 9, 2016
PAGE 2 OF 4**

certified by the State Department of Housing and Community Development in March 2016 and the City of Salinas proceeded to identify partners.

The Salinas Valley mayors and city managers recently met to consider an invitation to participate in the study. As a result, The City of Salinas was urged to ensure the results included an Action Plan with clear direction on implementable actions, particularly for new funding sources, rather than just data and findings.

Throughout the Spring of 2016, the City of Salinas met with prospective partners to determine the geographic area and general scope of the Study and Action Plan and funding commitments. The City of Salinas reached out to jurisdictions in the Salinas Valley and Pajaro Valley laborshed to collaborate. There was precedent for a Monterey County-Santa Cruz County bi-county study: the 2002 "Farmworker Housing and Health Needs Assessment Study of the Salinas and Pajaro Valleys."

DISCUSSION:

Funding partners for the Study and Action Plan include: the Association of Monterey Bay Area Governments (AMBAG), Santa Cruz County, Monterey County, and the cities of Gonzales, Soledad, Greenfield, and King City. The funding partners each have a representative on the Oversight Committee, which was formed to oversee the study and review draft documents.

Other stakeholders/interested parties collaborating in the Study include: Monterey County Health in All Policies Initiative (HiAP); affordable housing developers (e.g. CHISPA, Eden Housing, and Mid-Pen Housing); farmworker housing managers (e.g. Monterey County Housing Authority); farmworker housing advocates (e.g. Center for Community Advocacy (CCA); Communities in Relational Power for Action (COPA)); Monterey County Community Action Partnership; City of Watsonville; homeless services managers; and agriculture businesses/groups (e.g. County Farm Bureaus, the California Strawberry Commission, and the Grower-Shipper Association of Central California). Many of them are represented on the Oversight Committee together with the funding partners.

Major components of the Farmworker Housing Study and Action Plan development process will include the following:

- Consensus building among two counties, six cities, and other stakeholders about the Study scope and schedule.
- Conduct surveys of farmworkers and agricultural employers in Salinas Valley and Pajaro Valley to assess supply and housing needs according to

**CITY COUNCIL
CONSIDERATION OF PARTICIPATION IN FARMWORKER HOUSING STUDY
AND ACTION PLAN FOR SALINAS AND PAJARO VALLEY
AUGUST 9, 2016
PAGE 3 OF 4**

- specific types of farmworkers (e.g. seasonal unaccompanied vs. year-round family) and identify constraints and opportunities.
- Research best practices in farmworker housing and identify solutions to primary obstacles/constraints to providing farmworker housing.
 - Develop collective Action Plan to: identify sites appropriately located that consider travel to worksites and equitable distribution in the region, propose potential policy/code changes for development of quality, affordable housing and recommend alternative or new funding models for stakeholders to consider, and implementation roles of stakeholders.
 - Summit Meeting on Study and Action Plan.

A Request for Proposals (RFP) was issued on July 13, 2016. Responses are due August 16, 2016.

The need for agricultural employee housing has resulted in a number of significant impacts to King City and agriculture important to the local economy. The last survey of farmworkers in the Salinas Valley was in 2002. Timely accurate data is important when creating programs and strategies to address these needs.

The City could not afford to undertake this study on its own. Assuming proposals are received within the range of the \$255,000 available, the City of King contribution represents less than two percent (2%) of the total cost of the study. In addition, the solutions to address the needs will need to be regional.

COST ANALYSIS:

The City of Salinas has committed \$170,000 in FY 2015-16 and 2016-17 funds. Together with the pledges and commitments from the funding partners, a total of \$255,000 in FY 2016-17 funds is anticipated to be available for the costs of the consultants preparing the Study. The funding partners committed contributions as follows: Association of Monterey Bay Area Governments - \$20,000; Monterey County - \$25,000; Santa Cruz County - \$20,000; City of Gonzales - \$5,000; City of Greenfield - \$5,000; and City of Soledad - \$5,000 with optional additional \$2,500.

It is proposed to fund the City's participation from contingency funds included in the budget. Therefore, an additional allocation will not be necessary.

**CITY COUNCIL
CONSIDERATION OF PARTICIPATION IN FARMWORKER HOUSING STUDY
AND ACTION PLAN FOR SALINAS AND PAJARO VALLEY
AUGUST 9, 2016
PAGE 4 OF 4**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the resolution;
2. Decline to enter into the Agreement and provide some other financial contribution to the study;
3. Do not approve participation in the study; or
4. Provide other direction to staff.

Exhibits:

1. Agreement among the City of Salinas, the County of Monterey, the County of Santa Cruz, and the cities of Gonzales, Greenfield, King and Soledad regarding the Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley.

Approved by: _____



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
APPROVING THE AGREEMENT AMONG THE CITY OF SALINAS, THE COUNTY OF
MONTEREY, THE COUNTY OF SANTA CRUZ, AND THE CITIES OF GONZALES,
GREENFIELD, KING AND SOLEDAD REGARDING THE FARMWORKER HOUSING STUDY
AND ACTION PLAN FOR SALINAS VALLEY AND PAJARO VALLEY**

WHEREAS, the City of King has been researching alternatives to provide more funding and support for farmworker housing for its residents and in support of local agricultural businesses; and

WHEREAS, the City Council of the City of Salinas approved the City of Salinas 2015-2023 Housing Element in which Action H-13 of the Action Plan commits to undertake a Regional Farmworker Housing Study and Action Plan for the Salinas Valley and Pajaro Valley, hereinafter called "Study;" and

WHEREAS, the City of Salinas invited collaboration by the Association of Monterey Bay Area Governments, the County of Monterey, the County of Santa Cruz, and the cities of Gonzales, Greenfield, King and Soledad ("the Agencies") regarding development of the Study and Action Plan; and

WHEREAS, the scope of the Study was defined as Salinas Valley and Pajaro Valley; and

WHEREAS, the Study will be prepared by a consultant, identified through a Request for Proposals (RFP)/Request for Qualifications (RFQ) process; and

WHEREAS, the agencies have agreed to contribute to the costs of a consultant to prepare the study, and the Agencies are participating in the development of the Study, including review and comment on the Request for Proposals from consultants, the Scope of Work in the consultant's Agreement for Professional Services, and draft work products; and

WHEREAS, the City of Salinas has prepared an Agreement among the Agencies to define the financial contribution towards the costs of the consultant to prepare the Study and the City of King's commitment is Five Thousand Dollars (\$5,000); and

WHEREAS, the City of King has funding available to contribute to the Study.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves the Agreement among the City of Salinas, the County of Monterey, the county of Santa Cruz, and the cities of Gonzales, Greenfield, King and Soledad regarding the Farmworker Housing Study and Action Plan for Salinas Valley and Pajaro Valley attached and included herein as Exhibit A.

This resolution was passed and adopted this **9th** day of **August, 2016** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Robert Cullen, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Martin Koczanowicz, City Attorney

EXHIBIT 1

**AGREEMENT AMONG THE CITY OF SALINAS,
THE COUNTY OF MONTEREY,
THE COUNTY OF SANTA CRUZ, AND THE CITIES OF
GONZALES, GREENFIELD, KING, AND SOLEDAD
REGARDING THE
FARMWORKER HOUSING STUDY AND ACTION PLAN
FOR SALINAS VALLEY AND PAJARO VALLEY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and among the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” and the County of Monterey, County of Santa Cruz, and the Cities of Gonzales, Greenfield, King, and Soledad, all of which are collectively referred to herein as “the Agencies.”

RECITALS

- A. WHEREAS, the City Council of the City of Salinas approved the City of Salinas 2015-2023 Housing Element in which Action H-13 of the Action Plan commits to undertake a Regional Farmworker Housing Study and Action Plan for the Salinas Valley and Pajaro Valley, hereinafter called “Study.”
- B. WHEREAS, the City is joining with the Agencies to collaborate and oversee the Study and the Agencies have agreed to contribute to the costs of a consultant to prepare the Study.
- C. WHEREAS, the Agencies share the City’s interest in understanding farmworker housing needs, financing constraints and opportunities, and best practices solutions.
- D. WHEREAS, the Study will be prepared by a consultant, identified through a Request for Proposals (RFP)/Request for Qualifications (RFQ) process.
- E. WHEREAS, the Agencies are collaborating in the development of the Study, including review and comment on the RFP, the Scope of Work in the Agreement for Professional Services, and draft work products.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows

1. The City will be the lead agency, serve as the Project Manager, and oversee the work of the consultant. The Agencies will participate with the City in review and development of the Study to be prepared by the consultant.
2. The Agencies hereby approve of the City's entry into an agreement with consultant for completion of the Study.
3. City's agreement with the consultant will incorporate the City's usual and customary provisions for such agreements, including, without limitation, provisions for defense and indemnity of the Agencies.
4. The Agencies agree to contribute a minimum contribution as follows: Monterey County - \$25,000; Santa Cruz County - \$20,000; City of Gonzales - \$5,000; City of Greenfield - \$5,000; City of King - \$5,000; and City of Soledad - \$5,000 and optional additional \$2,500.
5. The Agencies shall contribute their shares by payment to the City based on invoices for reimbursement submitted by the consultant. The City shall provide to the Agencies invoices approved by the City for work completed in accordance with scope of work contained in City's agreement with consultant.
6. The Agencies shall reimburse the City within thirty (30) days following the City's delivery of invoice to Agencies.
7. Nothing in this agreement creates the legal relation of partner or joint venture between the City and the Agencies.

This agreement may be executed in one or more counterparts, each of which shall be considered an original and all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives as of the last date opposite the respective signature below.

COUNTY OF MONTEREY

CITY OF SALINAS

BY: _____

BY; _____

CHAIR- MONTEREY COUNTY

MAYOR

BOARD OF SUPERVISORS

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM

BY: _____

BY: _____

DEPUTY COUNTY COUNSEL

CITY ATTORNEY

DATE: _____

DATE: _____

COUNTY OF SANTA CRUZ

CITY OF GONZALES

BY: _____

BY; _____

CHAIR- SANTA CRUZ COUNTY
BOARD OF SUPERVISORS

MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____

BY: _____

COUNTY COUNSEL

CITY ATTORNEY

DATE: _____

DATE: _____

CITY OF GREENFIELD

CITY OF KING

BY: _____
MAYOR

BY; _____
ROBERT CULLEN, MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
MARTIN KOCZANOWICZ
CITY ATTORNEY

DATE: _____

DATE: _____

CTTY OF SOLEDAD

BY: _____
MAYOR

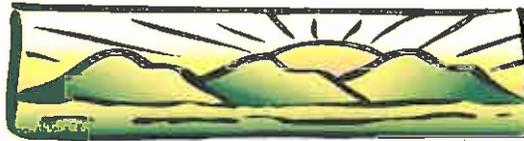
DATE: _____

APPROVED AS TO FORM

BY: _____

CITY ATTORNEY

DATE: _____



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

Item No. **9 (F)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONSULTANT SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR PREPARATION OF A DOWNTOWN STREETScape CONCEPTUAL PLAN

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute a consultant services agreement with RRM Design Group to prepare a downtown streetscape conceptual plan for an amount not to exceed \$49,646.

BACKGROUND:

Funds are budgeted in the FY 2016-17 Annual Budget for preparation of a streetscape conceptual plan for the downtown area. The intent is to prepare a plan that will be ready to submit a grant application to the Transportation Agency of Monterey County (TAMC) in the Spring when they do their call for projects for funds to implement the plan. The objectives of the project are: 1) to enhance the downtown area to help stimulate private economic development investment; and 2) to create a more pedestrian oriented downtown area that will attract more people to shop and eat there.

DISCUSSION:

A request for proposal (RFP) was recently distributed to potential firms to prepare the streetscape conceptual plan. A copy of the RFP is attached.

Only one proposal was received, which is from RRM Design Group in San Luis Obispo. They have extensive experience in preparing streetscape plans. The City Manager has worked with them in the past on development of the Arroyo Grande downtown streetscape improvements. Other projects in this area include

**CITY COUNCIL
CONSIDERATION OF CONSULTANT SERVICES AGREEMENT WITH RRM
DESIGN GROUP FOR PREPARATION OF A DOWNTOWN STREETSCAPE
CONCEPTUAL PLAN
AUGUST 9, 2016
PAGE 2 OF 2**

design of the streetscape improvements in Atascadero and Soledad. A copy of their proposal is attached.

It is proposed to begin the process in late August. It will include two public workshops and two City Council presentations. The first public workshop will be to request public input on ideas. The second will be to present preliminary recommendations to obtain feedback. Likely items to be included in the plan are sidewalk and crosswalk improvements, new street furniture, parking modifications, and landscaping improvements.

COST ANALYSIS:

The total cost of the proposal \$49,646. There is \$50,000 included in the FY 2016-17 Annual Budget for this project.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Approve the professional services agreement;
- 2) Do not approve the agreement and recirculate the RFP;
- 3) Do not proceed with the streetscape conceptual plan; or
- 4) Provide staff other direction.

Exhibits:

- 1) Professional Services Agreement
- 2) RFP
- 3) RRM Design Group Proposal

Prepared and Approved by:



Steven Adams, City Manager

**AGREEMENT
KING CITY, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the ___ day of _____, 2014, by and between KING CITY, a California municipal corporation (hereinafter referred to as "CITY"), and RRM Design Group (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional services for a downtown streetscape conceptual plan, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is a professional design and planning firm with extensive experience in preparing streetscape plans; and

WHEREAS, this Agreement will be administered for CITY by its City Manager (hereinafter referred to as "Administrator") or his designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. CONSULTANT shall make all necessary arrangements and coordinate efforts with the specific school districts to perform these services.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through March 31, 2017, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be \$49,646.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Maieure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are appropriately and currently licensed and skilled in the activities described in Exhibit A and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement. CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reimbursement of reasonable attorney's fees and litigation expenses) that to the extent that such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each

subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance. Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect liability and errors and omissions insurance and all other insurance required by State law and as required by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(a) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(b) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(c) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(b) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(e) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 9 shall survive expiration or termination of this Agreement.

10. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 10(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

11. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance with Applicable Laws. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Monterey, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written,

King City

RRM Design Group

Steven Adams, City Manager

Jeff Ferber, Principal

ATTEST:

Erica Soune, Deputy City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

The following scope of services represents our team's best understanding of the City's needs and expectations. The City desires to expand and upgrade the streetscape improvements on Broadway Street from First Street to Russ Street. The City would also like to consider a one block expansion to San Lorenzo Drive. The final work product is necessary to chart a path to implementation and use the deliverables for a grant application to TAMC, as well as supplemental fund raising.

TASK A: PROJECT STARTUP

Subtask A.1: Kickoff Meeting and Site Tour

RRM's key team members will attend a kickoff meeting with City staff. The purpose of the kickoff meeting is to review major project objectives, milestones, and task delivery schedule as well as collect relevant background documents from the City. Following the meeting, RRM will walk the entire project area with City staff to discuss site constraints and preliminary design thoughts.

Deliverable: Attend one (1) kick-off meeting and Site Tour with City staff

Subtask A.2: Base Map

RRM will prepare a cost effective base map using available geo-referenced aerial data (dated 2014) for the designated project area. The base map will be suitable for planning purposes, but not the same as a surveyed base map. We have provided an optional task for a topographic base map to be prepared by RRM's survey department. If the City has an existing survey, it can also be used for the base map.

Deliverable: One (1) Planning level base map using available Google Earth and geo-referenced data

Subtask A.3: Stakeholder Interviews

RRM will work with the City to facilitate a series of stakeholder meetings. These interviews will occur over a one-day period. City Staff will select the stakeholders and schedule the meetings and meeting location. The goal of these interviews is to assess community and stakeholder concerns, ideas and project goals.

Deliverable: Facilitate key stakeholder interviews as listed above.

TASK B: WORKSHOPS AND CITY COUNCIL MEETINGS

Subtask B.1: Workshop #1

RRM will facilitate a community meeting to discuss project objectives, goals, and ideas for improving the downtown streetscape and pedestrian experience. The timing of this workshop is flexible and can be held prior to any conceptual design, or after there are ideas for the public to react to and provide input. The workshop can be held on a weekday or weekend, depending on the likelihood for higher attendance.

Deliverable: Facilitate public workshop #1- timing of meeting per City staff

Subtask B.2: Workshop #2

RRM will facilitate a second public workshop to share ideas on the design and allow the public to participate in the shaping of the plan. Once again, the timing of this workshop is flexible depending on the City's preference and can be held after conceptual design work has commenced, or following the preparation of a preferred plan.

Deliverable: Facilitate public meeting #2- timing of meeting per City staff

Subtask B.3: City Council Meeting #1

RRM will facilitate a presentation of the conceptual plan to the City Council. The first meeting could be used as a work session to discuss the conceptual plan alternatives and public input received. We will receive necessary feedback from the Council and address any comments as part of the design tasks.

Deliverable: Presentation to City Council

Subtask B.4: City Council Meeting #2

RRM will facilitate a second presentation of the preferred conceptual plan to the City Council. This plan would likely be for Conceptual Plan approval and discussion about the projected construction cost and potential phasing.

Deliverable: Presentation #2 to City Council

TASK C: CONCEPTUAL DESIGN

Subtask C.1: Preliminary Conceptual Plan Alternatives

Once the stakeholder interviews (and potentially workshop #1) are wrapped up, RRM will begin to create a conceptual plan for the four block (and 1 block expansion if necessary) streetscape. The design option will include graphic images of the proposed streetscape and pedestrian improvements and may have options for certain improvements. The Plan will work to provide the streetscape with a warmer pedestrian feel and incorporate, pedestrian scale lighting, landscape planters, and site furnishings. RRM will meet with City Staff to go over our preliminary plan recommendations and obtain necessary feedback.

Deliverables:

- *Conceptual plan and graphics (options for key features)*
- *Meeting with City staff*

Subtask C.2: Preferred Conceptual Plan

Following reviewing the preliminary conceptual plan with City staff and obtaining the necessary feedback from the public in Workshop #1 or #2, RRM will refine the concept into a preferred colorized conceptual plan with conceptual graphics for the streetscape improvements.

Deliverables:

- One (1) preferred conceptual plan option and graphics
- Meeting with City staff

Subtask C.3: Opinion of Probable Cost

RRM's will prepare preliminary opinion of cost for the preferred conceptual plan. The cost opinion will include a breakdown of materials and components into a spreadsheet format with unit prices and quantities.

Deliverable: *One (1) Opinion of probable cost*

Subtask C.4: Final Conceptual Plan

Following the City council review, RRM will incorporate the comments received by the Council into a final version of the concept plan. Given the prior reviews by the public, staff and City Council, only minor adjustments to the concept plan are anticipated for this task.

Deliverable: *One (1) final conceptual plan and graphics*

4 Scope of Services

OPTIONAL TASK D: TOPOGRAPHIC SURVEY

Subtask D.1: Topographic Survey

This task is provided as an option to provide a topographic ground survey for the project site. RRM's survey group will provide a topographic survey from store front to store front at sufficient detail to for use in later construction document services (not included).

Deliverable: *Electronic topographic survey (described above) in AutoCAD format.*

LIMITATIONS

The scope of work is limited to the tasks described above. The City may request additional design services. The following work could be included in a streetscape project, but are not specifically included in this scope of services.

- Construction documents
- Traffic engineering
- Environmental Documents (CEQA)
- Applications and Fees
- Utility Plans
- Subsurface pot holing



KING CITY

DOWNTOWN STREETScape CONCEPTUAL PLAN REQUEST FOR PROPOSALS



DUE DATE: 5:00 P.M. THURSDAY, JULY 14, 2016

I. PURPOSE

The City of King is soliciting proposals from qualified consultants to prepare a Downtown Streetscape Conceptual Plan. It is a great opportunity to be involved in initial efforts to revitalize the community.

II. BACKGROUND

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 13,211. King City serves as a gateway and access point for nearby Pinnacles National Park, Monterey County wine region, a thriving agricultural area, and an area rich in history made famous by the writings of John Steinbeck.

The City's downtown area on Broadway Street was the original route for Highway 101 prior to construction of the freeway. Therefore, the corridor soon transitioned from a bustling commercial center to a struggling area after the freeway was opened. It has maintained its historic character despite redevelopment efforts. As a result, it now features a mix of more recently built structures, attractive historical buildings, and older blighted structures, many of which are vacant.

The four block historical segment of the downtown on Broadway Street from First Street to Russ Street currently features a number of streetscape features, but they have become outdated and deteriorated. The objectives of the Streetscape Plan are to expand and upgrade the streetscape improvements, enhance the pedestrian orientation of the downtown area, and to serve as an incentive for private investment and renewal of the area. Likely items to be included in the plan include sidewalk and street tree improvements, crosswalk improvements, expansion of diagonal parking, addition of street furniture, redesign and addition of bulbouts. The City would also like to consider a one block extension of the streetscape improvements to San Lorenzo Drive.

There is significant interest in the community in improving the downtown area. The City desires to include two public workshops in the process of developing the Streetscape Plan, one to obtain input on ideas and the second to obtain feedback on recommendations. In addition, two presentations to City Council will be involved.

The purpose of the plan is to serve as the basis for a grant application to the Transportation Agency of Monterey County (TAMC) for Regional Surface Transportation Plan (RSTP) funding. TAMC will be scheduling a call for projects in Spring 2017. It is also the City's intent to initiate community fundraising efforts to implement some of the Streetscape Plan items.

III. FORMAT

Submittals shall include the following information:

- A. A description of the Consultant's experience, particularly development and design of other streetscape projects.
- B. A list of key staff that are proposed to work on the project, along with resumes for each individual. Include the same for any subconsultants proposed, if any.
- C. A list of professional references, including the contact name, phone number and e-mail address.
- D. A brief description of the proposed strategy and process proposed to prepare the Streetscape Plan. Include a list of specific deliverables.
- E. In a separate envelope marked as "COST PROPOSAL," include a cost proposal, providing costs for each task and identifying the hours and hourly rates proposed for each staff person. Cost proposals will only be considered after qualification of firms submitting proposals is completed.

IV. SUBMITTAL

Submit three copies of the proposal by 5:00 p.m. on Thursday, July 14, 2016 to:

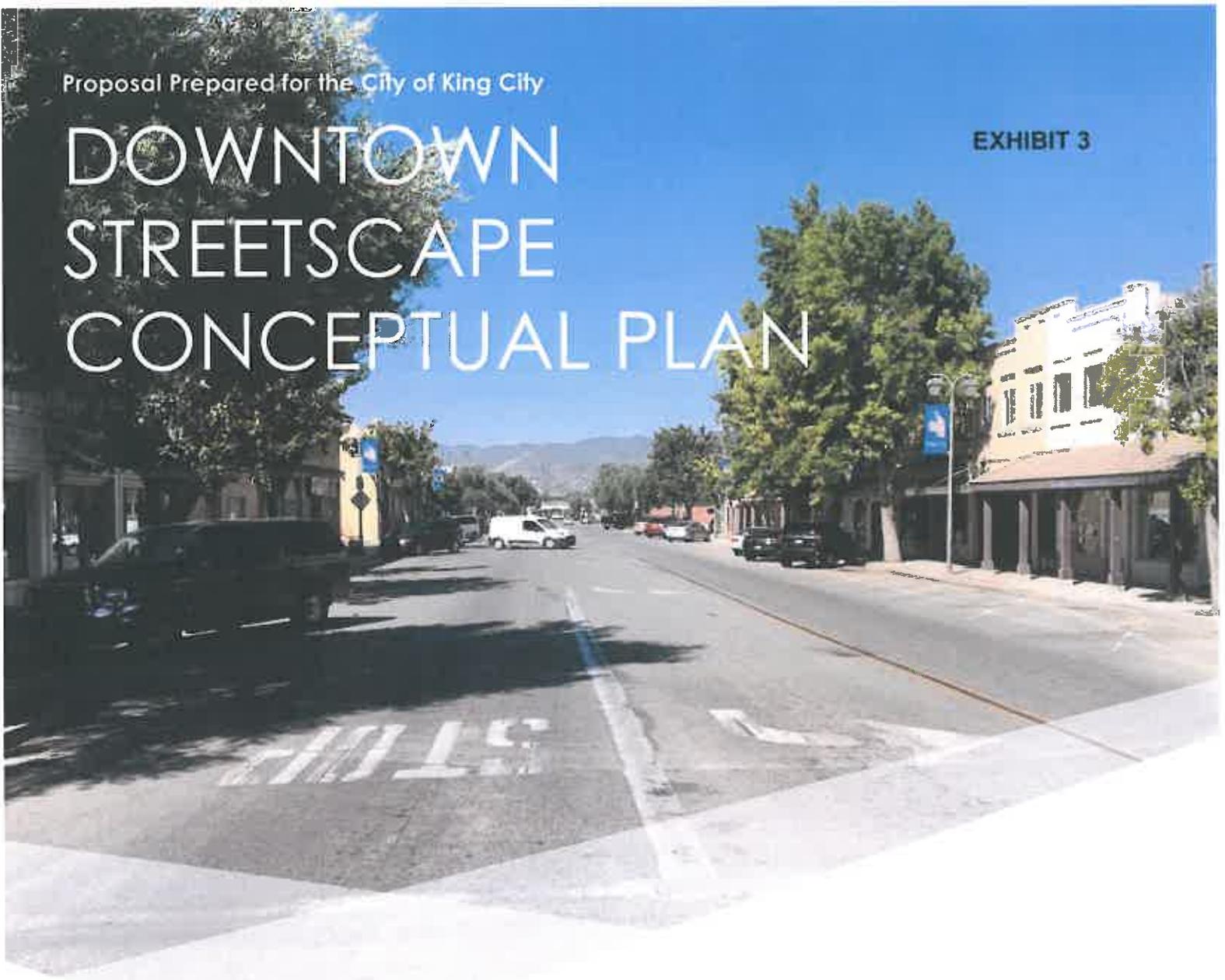
Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Please direct any questions to Steven Adams at 831-386-5925.

Proposal Prepared for the City of King City

DOWNTOWN STREETSCAPE CONCEPTUAL PLAN

EXHIBIT 3



CREATING
ENVIRONMENTS
PEOPLE
ENJOY. 





July 13, 2016

Mr. Steve Adams, City Manager
City of King City
212 South Vanderhurst Avenue
King City, CA 93930

RE: Conceptual Streetscape Plan for Downtown

Dear Steve,

Frequently, when I walk in the Village, usually to meet friends or family for lunch or dinner, I think about the process we collaborated on to enhance the jewel of Arroyo Grande. I am submitting this proposal for your consideration because I am very interested in working with you again, this time to take on a similar challenge for King City.

When I walked the project area a couple of weeks ago, I could imagine the downtown in its prime years. Much of the structure is still in place. An attractive street scene that invites pedestrians is possible. Our team is ready to roll up our sleeves and begin working with your team and the community to set the stage for the renewal. I understand that your goals and likely funding are both necessarily practical, yet creative and attractive results are still possible.

Our proposal carefully follows your outline, while also offering a bit of flexibility to engage the community and business leaders at the most efficient point in the process. If you select RRM as your team consultant, please know that we are willing to adjust our proposal to best meet your needs. Please feel free to call me with questions and suggestions.

I am available to work directly with you and will manage the project until the City Council approves the concept and you include it in your funding application. If the project moves forward into implementation, I will stay involved throughout the design development and construction documents.

We are ready to mobilize and get started to meet your schedule, with work complete for approval in the fall. I look forward to speaking with you more about your downtown project.

Sincerely,

RRM DESIGN GROUP

A handwritten signature in black ink, appearing to read 'J. A. Ferber', is written over the printed name 'Jeff Ferber, ASLA'.

Jeff Ferber, ASLA
Principal

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401

p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36395, LS 6276 • Jeff Ferber, LA 2844

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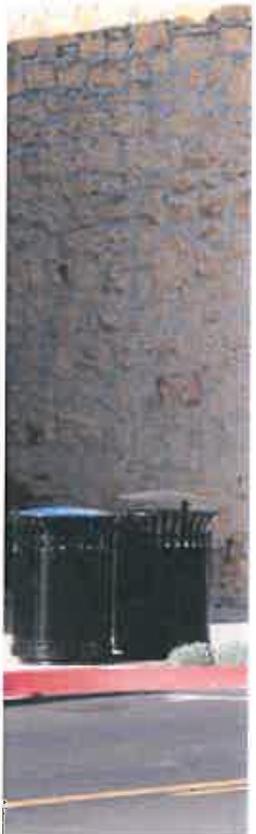
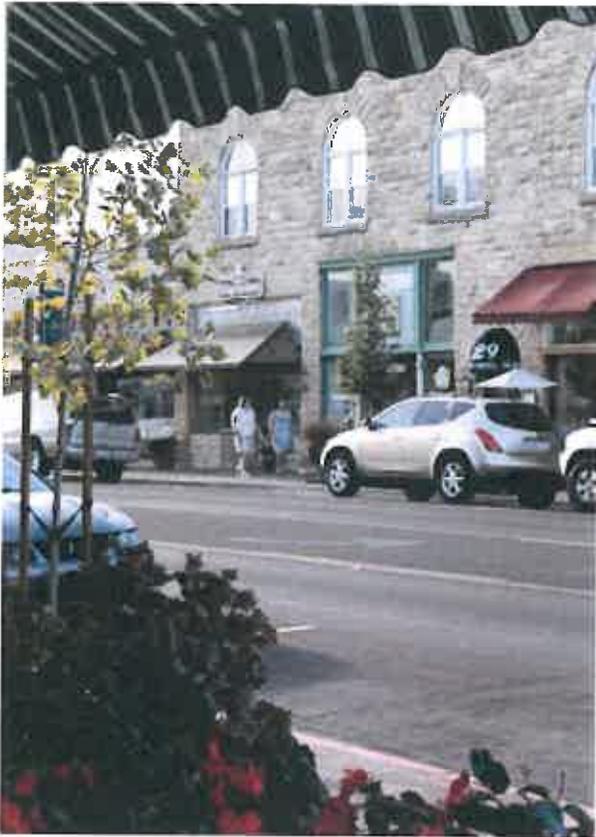
With the exception of our site photos of King City, all photos and graphics in this document feature RRM Design Group projects, which are owned and copyrighted by our firm. We never use stock photos, images, or graphics of any kind in our proposals.



EXPERIENCE

1

1 Experience



EAST BRANCH STREET STREETSCAPE

Arroyo Grande, CA

The City of Arroyo Grande selected RRM Design Group to develop a streetscape conceptual plan and construction documents for their historic Downtown Village area. RRM worked with the Downtown Village Association, City staff and the community to develop streetscape improvements which included bulb outs, new plantings, street furniture that reflected the charming historical architecture of the area, and solar-powered lighted crosswalks.



1 Experience



FRONT STREET ENHANCEMENT

Avila Beach, CA

Through a community-driven process, RRM Design Group provided the coastal development plans (conceptual design through complete construction) for the rebuilding of downtown Avila Beach, a waterfront community that suffered from significant subsurface contamination. The town's remediation process required demolition; state, county and stakeholder consensus; and cost-effective scheduling. The plan

included a plaza area, seawall, memorial overlook deck, neighborhood park, lifeguard/first aid station, amphitheater, public art, streetscape, beach access and public restrooms. The innovative design prioritizes accessibility, reflects the flowing contours of the beach and lapping tide, captures the town's eclectic charm and uses indigenous materials.

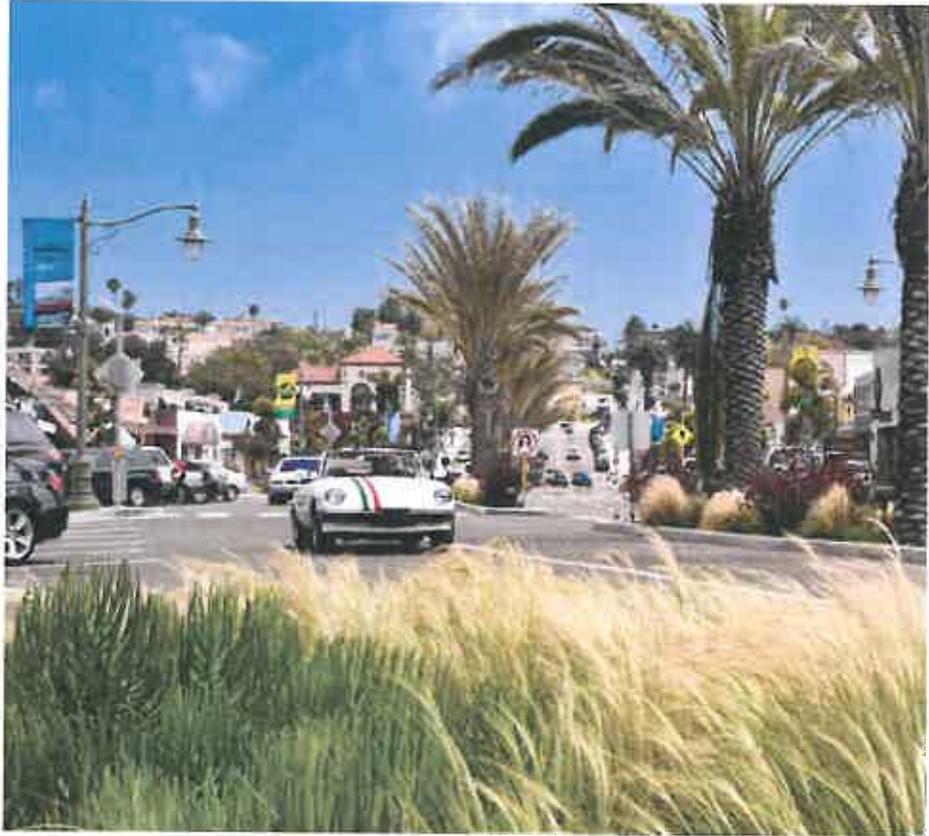


Your project team has demonstrated that miracles can happen... I knew your company would do a good job, but I never thought it would be so outstanding!

Jay Elder, Former Harbor Manager, Port San Luis Harbor District



Award National Recognition
Award, American Council of
Engineering Companies (ACEC)



PIER AVENUE STREET IMPROVEMENTS

Hermosa Beach, CA

The City of Hermosa Beach hired RRM Design Group for the redesign of a section of its downtown corridor. The Pier Avenue improvement project, which broke ground in early January 2010, created a pedestrian-oriented environment with traffic calming features such as safe mid-block crossings at regional transit centers and retail areas along the avenue; bike boulevard “sharrows” for access to the City’s greenway and coastal trail; and new sidewalks with street trees that provide shading for new seating areas. Additional design elements include 85-watt induction street lights that significantly reduce energy use, as well as solar-powered warning flashers for mid-block pedestrian crossings. RRM also developed art and gateway elements to celebrate Hermosa Beach as a cultural

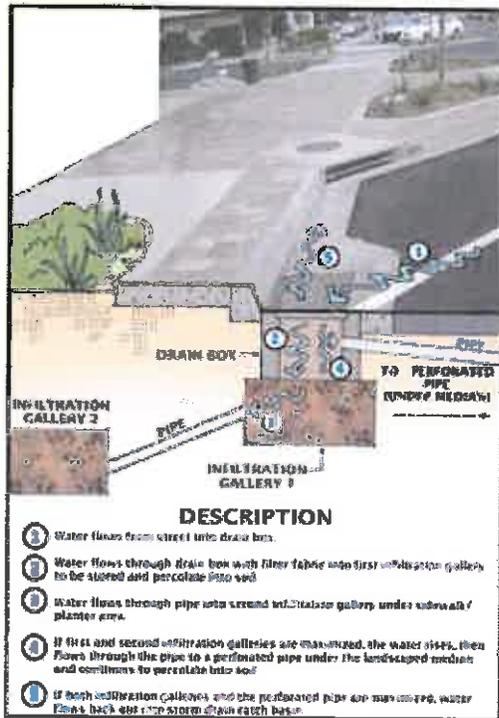
center for some of surfing’s famous icons. To understand what really created a stir about this innovative project you need to look below the surface at the storm drain system. The City received nearly \$1.3 million in Federal Recovery Act (economic stimulus) funding from the U.S. Environmental Protection Agency and State Water Resources Control Board to implement the low-impact system. RRM’s “green street” design addresses existing flooding problems and reduces and cleans stormwater runoff—the most common cause of coastal pollutants—from contaminating the nearby beach. In addition to the stormwater system, a new reclaimed water main was installed which provides irrigation to the new drought-tolerant landscaping.

...they are absolutely outstanding and I've been incredibly impressed with them...I think we're really lucky to have them.

Community member at City Council hearing



Award
 Environmental Achievement Award,
 US Environmental Protection Agency,
 2010



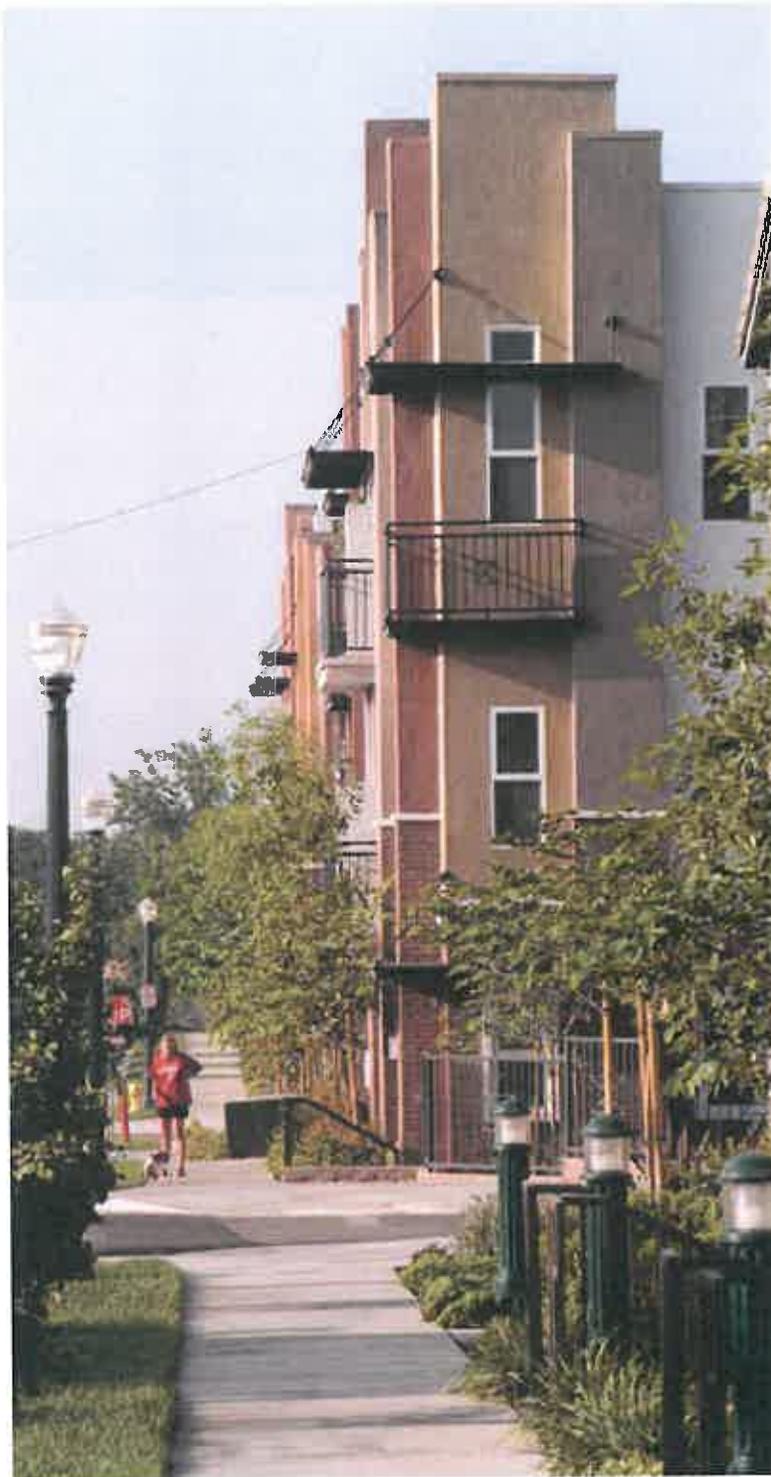


CLAREMONT VILLAGE WEST SPECIFIC PLAN

Claremont, CA

RRM prepared a Specific Plan and site re-use plan for a City-owned 35-acre area adjacent to the railroad tracks and just west of a Metrolink station in historic Downtown Claremont Village. Through an extensive public outreach program, RRM developed adaptive re-use strategies, circulation studies, an urban design plan, design guidelines and development standards for a mix of land uses including retail, office, entertainment, light industrial and residential uses of various densities. The project also devised a re-use strategy for a vacant historic citrus packing facility and integrated multiple

historic buildings. The transit-oriented development concepts contained in the plan have since been fully implemented resulting in condominiums, a parking structure, a movie theater, a boutique hotel, and supporting commercial and office uses.



They were very good at soliciting input from the public and responding to it in a way that kept us on track. We ended up with a very workable plan, that met all of the City's goals.

Brian Desatnik, Director of Community Development,
City of Claremont

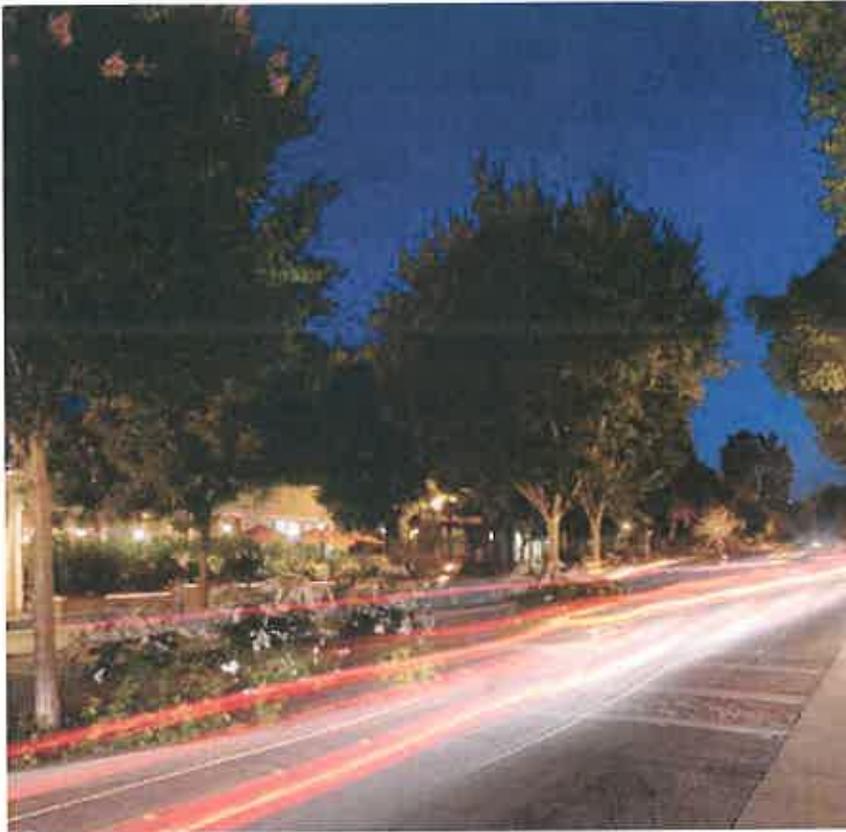


1 Experience



I may have mentioned this before, but it bears repeating:
RRM equals Really Really Marvelous work.

Steve Harris, Former Community Development Director, City of Calabasas



OLD TOWN IMPROVEMENTS

Calabasas, CA

RRM Design Group created the award-winning Master Plan, design guidelines, streetscape design plan, tree protection plans, construction documents, and economic implementation program for the revitalization of Old Town Calabasas, the oldest remnant of a western town in Southern California. In an effort to restore and enhance the original central business district, the Master Plan covers land use studies, circulation and parking studies, downtown facades and pedestrian-oriented streetscape designs. Unique elements include an innovative boardwalk system, mid-block crossings, custom streetlights, utility infrastructure renovation, a reclaimed water system, custom site furniture, a

holiday lighting system for street trees, hidden utility vaults and integrated bike parking posts. In addition to the streetscape, new spaces were enhanced to host a farmer's market and seasonal community festivals. RRM Design Group also facilitated a steering committee and public workshops with merchants, property owners, residents, City staff, the Planning Commission and the City Council.



Award Outstanding Planning, Comprehensive Planning Award, American Planning Association, Los Angeles Chapter



ATASCADERO STREETScape IMPROVEMENTS

Atascadero, CA

The Atascadero Redevelopment Agency selected RRM Design Group to develop prototypical streetscape elements for their historic Downtown District. In 2000, local developer David Weyrich purchased the historic Carlton Hotel and announced the investment of \$15 million for renovation and expansion at this key downtown location. RRM worked with the Main Street Design Committee and the community to develop Phase I streetscape improvements to coincide with the opening of the renovated Carlton Hotel. Beyond Phase I, these streetscape prototypes are intended to provide

a set of standard improvements that can be sequentially implemented as future development efforts materialize in this re-emerging historic downtown.

“Ultimately RRM has helped us create REAL places which are fun, vibrant, and economically successful.”

Steven B. Kahn, Former Director of Public Works,
City of Atascadero



25TH STREET RENAISSANCE STREETSCAPE

San Diego, CA

The City of San Diego hired RRM Design Group to develop a Complete Streets Master Plan and construction documents for the 25th Street Renaissance project. This area of Golden Hill is a vibrant urban center in the historic district with connections to Balboa Park, downtown and many of the city's original founding neighborhoods. The Master Plan, made possible by a Pilot Smart Growth Incentive Program Grant, includes walkability improvements to the 25th Street corridor such as enhancements to street circulation, sidewalks, intersection crossings, new bike facilities, transit stops,

traffic-calming elements, native landscape beautification, water quality enhancements, green street design technologies and new street trees. RRM also facilitated extensive public outreach efforts through the planning process in order to guarantee community input on the design elements and character of this cultural icon of the community. This is Golden Hill's lead improvement project to implement the transportation elements of their newly updated Community Plan.



Award Urban Design Award, American Planning Association, San Diego Chapter, 2016



VILLAGE DRIVE AND PINE KNOT AVENUE STREETScape IMPROVEMENTS Big Bear Lake, CA

The City of Big Bear Lake selected RRM Design Group to develop a Downtown Specific Plan for the core commercial and retail center of Big Bear known as The Village “L.” The plan includes transportation and multimodal elements as well as complete street design improvements to three of their major downtown streets, an urban park, a pedestrian trail leading from The Village “L” to Veteran’s Park at the lake edge, and other lake waterfront design improvements. The City then commissioned RRM to complete three major implementation plans identified in the Specific Plan: Village Drive Streetscape, Pine Knot Avenue Streetscape, and the Knickerbocker Trail. These three

projects include pedestrian walkability improvements for visitors and residence, bike facilities to connect to local residential and tourist-oriented destination points, wayfinding signs, new street trees, and decorative sidewalk and intersection paving.



Award Merit Award, American Society of Landscape Architects, Southern California Chapter, 2014



Turned an underutilized, forgettable street area into an inviting, warm and activated space.

-ASLA Southern California Chapter Design Awards Juror

1 Experience



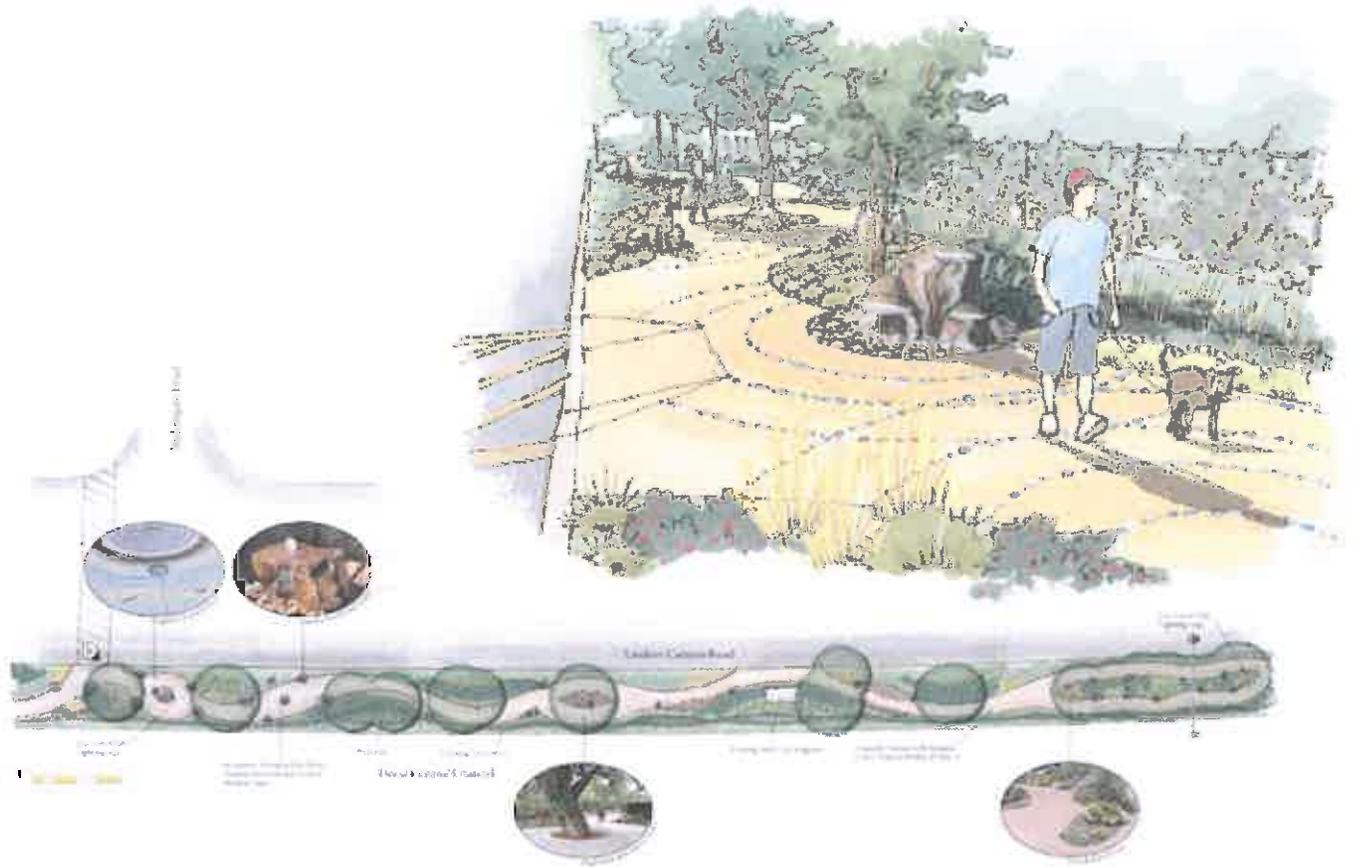
FRONT STREET IMPROVEMENTS

Soledad, CA

The City of Soledad hired RRM Design Group as their physical planning and urban design consultant on a variety of projects, including the development of a plan to revitalize Front Street, Soledad's primary downtown corridor. As part of a larger consulting team, RRM prepared land use planning scenarios designed to accommodate accelerating growth in a way that maximized the preservation of agricultural lands. Upon completion of the scenarios, the City retained

RRM to prepare urban design and construction plans for Soledad's Downtown Historic District that led to a number of improvements to Front Street including street lights, landscaped bulbouts, ornamental crosswalks and sidewalks, and gateway elements.

1 Experience



LINDERO LINEAR PARK

Westlake, CA

The City of Westlake enlisted the services of RRM Design Group in February 2013 to provide conceptual designs for an enhanced pedestrian walkway for a linear parkway segment extending approximately one mile from Foxfield Drive to Agoura Road along Lindero Canyon Road. The pathway will meander through an existing grove of mature oak, pine, and pepper trees and will comprise of enhanced paving treatments such as flagstone paving, seeded decomposed granite paving, and lithocrete pebble paving. Seatwalls with flagstone caps and stone veneer occur periodically

along the pathway along with low-level path lighting. Following unanimous approval of the concepts, the City extended a service contract to RRM's civil, surveying, and landscape architecture departments to provide construction documents for the linear park. The project is divided into two phases, with the first phase scheduled for construction as early as spring 2015.





FIRM PROFILE

Creating environments people enjoy.®

San Leandro

123 Estudillo Ave., Ste. 200
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p: (510) 751-4910
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San Luis Obispo

3765 South Higuera St., Ste. 102
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f: (805) 543-4609

Santa Barbara

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p: (805) 963-8283
f: (805) 963-8184

San Juan Capistrano

32332 Camino Capistrano
Ste. 205
San Juan Capistrano, CA 92675
p: (949) 361-7950
f: (949) 361-7955

Field Offices

San Diego, Palm Desert,
El Segundo, Fresno

Website

www.rrmdesign.com

RRM exists because we love creating environments people enjoy. That is what got us into the business over 40 years ago, and it is why we continue to thrive today. Our architects and landscape architects, engineers, surveyors, and planners work with our clients and their communities to create the parks our children play in, the roads we drive down on our way to work, the neighborhoods we come home to, and the fire stations that keep our communities safe. Innovation. Collaboration. Respect. Whether your project is public or private, commercial or residential, we listen, we design, and we deliver. On time. On budget. Since 1974.

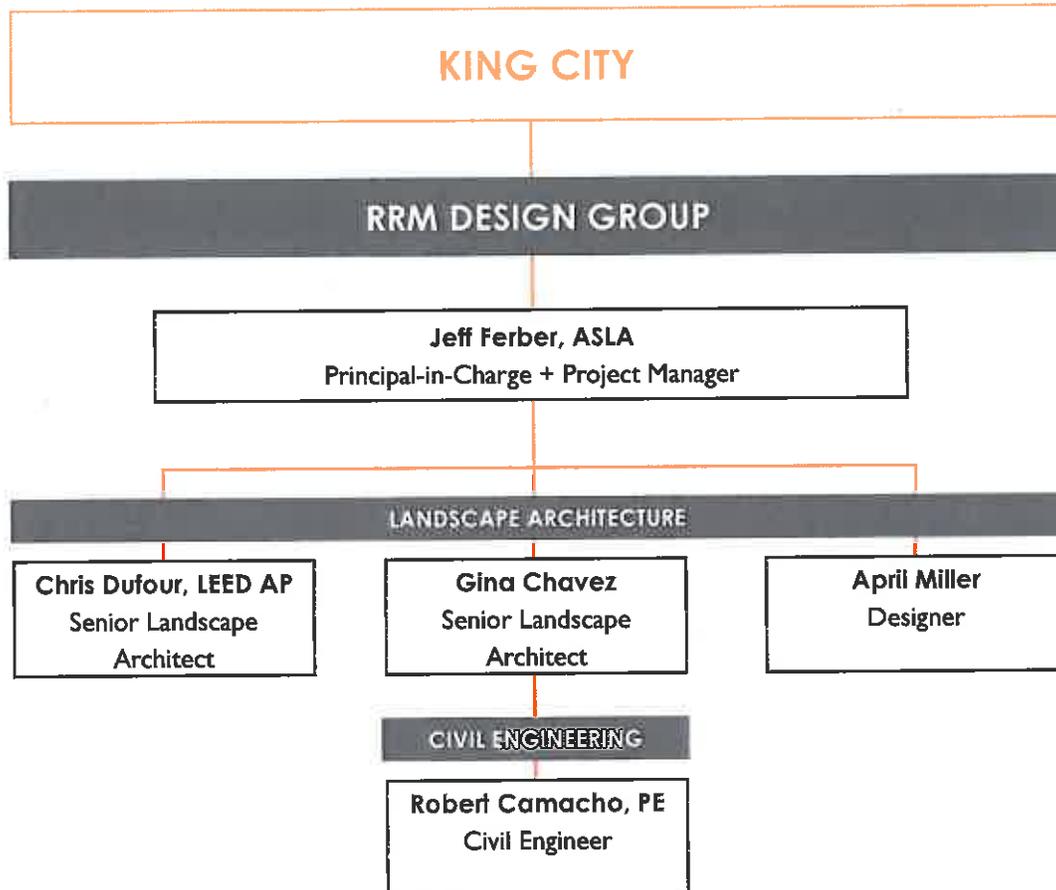
Firm Size

Total staff of 108

Personnel by Discipline

15	California Licensed Architects
5	California Licensed Civil Engineers
1	California Licensed Structural Engineer
8	California Licensed Landscape Architects
4	Certified Planners
3	Licensed Surveyors
19	LEED® Accredited Professionals
1	Congress for New Urbanism Accredited Professional
19	Architecture Designers
10	Engineering Designers
20	Planning and Landscape Architecture Designers
2	Survey Technicians
23	Administrative Staff

2 Key Staff





Principal-in-Charge + Project Manager



JEFF FERBER, ASLA

With a passion for working with agencies, property owners, and citizens to create healthy communities, Jeff believes that RRM's role is to find common ground and bring a community's vision to reality. "We loan our experience and creative passion to our clients. It isn't about our portfolio; it is about our professionals assisting communities." Jeff's lifelong love for sports (he has competed as a champion cross country runner and collegiate soccer player, and coached a club soccer team for many years), expertise in coastal development permits, and commitment to community consensus help him bring resolution to complex projects.

30 Years of Experience

Education

- Bachelor of Science, Landscape Architecture, Cal Poly, San Luis Obispo, CA

Licenses

- Landscape Architect, CA, 2844

Affiliations

- American Society of Landscape Architects
- California Parks and Recreation Society
- National Recreation and Park Association

Presentations

- "Effective Public Workshops: Designed to Achieve Results," CPRS District 8 Conference, November 2012

Most Relevant Projects

- Arvin Downtown Revitalization, Arvin, CA
- Atascadero Streetscape, Atascadero, CA
- Calabasas Old Town Improvements, Calabasas, CA
- Dixon Streetscape Improvements, Dixon, CA
- East Branch Streetscape Improvements, Arroyo Grande, CA
- El Centro Downtown Revitalization, El Centro, CA
- Fresno Uptown Arts District, Fresno, CA
- Front Street Enhancement, Avila Beach, CA
- Lemoore Downtown Revitalization, D Street Plaza and Park, Lemoore, CA
- Old Bank District Streetscape Design Guidelines, Los Angeles, CA
- Seal Beach Streetscape and Plaza Design, Seal Beach, CA
- Tapo Street Revitalization, Simi Valley, CA



Senior Landscape Architect



GINA CHAVEZ

Gina Chavez has over a decade of experience in landscape architecture and community planning. Project experience includes park design, trail design, streetscape design, urban design guidelines, community planning and design, and area master plans. Gina's expertise ranges from construction drawings for capital improvement projects to diagrammatic policy concepts for infill development and corridor revitalization. As a Bay Area native and Bay Friendly Qualified Landscape Professional Gina is passionate about her local environment and community. Her dual education in landscape architecture and business brings a practical and creative perspective to the management and design of projects she contributes to.

11 Years of Experience

Education

- Master of Business Administration, Business, California Polytechnic State University, San Luis Obispo, CA
- Bachelor of Landscape Architecture, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses

- Landscape Architect, CA, 6040

Most Relevant Projects

- Danville Hotel, Danville, CA *
- Dublin Sports Grounds Master Plan, Dublin, CA
- Greenwood Park, Hayward, CA
- Kennedy Park, Hayward, CA
- Marina Vista Streetscape, Martinez, CA *
- San Pablo Avenue Streetscape, El Cerrito, CA *
- Telegraph Avenue Streetscape, Oakland, CA *
- Vallejo Downtown Streetscape, Vallejo, CA *
- Via Toledo Neighborhood Park Master Plan, Hayward, CA
- Weekes Park Master Plan, Hayward, CA

** Projects completed while with another firm, prior to joining RRM*



Senior Landscape Architect

CHRIS DUFOUR, LEED AP

Chris has worked on a wide array of private and public projects. He is skilled in all project aspects, but has a special emphasis on the technical aspects involved in construction documents, cost estimation, bidding assistance and construction administration. Chris has performed on a variety of projects including Hermosa Beach's Pier Avenue, Cal Poly Mustang Stadium, and the Tehachapi Downtown Master Plan. Chris' technical skills are complemented by experience in large-scale irrigation design and water conservation.

16 Years of Experience

Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA

Licenses

- Landscape Architect, CA, 4993

Accreditations

- Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Most Relevant Projects

- 25th Street Renaissance Streetscape, San Diego, CA
- Atascadero Streetscape, Atascadero, CA
- Dixon Streetscape Metric Conversion, Dixon, CA
- East Branch Streetscape Improvements, Arroyo Grande, CA
- East Market Street Streetscape, Salinas, CA
- El Camino Real Streetscape, San Clemente, CA
- Front Street Improvements, Soledad, CA
- Leimert Park Streetscape, Los Angeles, CA
- Maclay Avenue Streetscape Plan, San Fernando, CA
- Panorama City Streetscape, Panorama City, CA
- Pier Avenue Street Improvements, Hermosa Beach, CA
- Pine Knot Avenue and Village Drive Streetscapes, Big Bear Lake, CA





Designer

APRIL MILLER

A graduate of Cal Poly Pomona's Master of Landscape Architecture program, April's background spans both public and private projects. At RRM Design Group, April melds her experience gleaned working on multifaceted international resort community design projects with her commitment to positively impact her local community and environment. Her experience includes hospitality and resort design, public parks and trail design, urban design, creek and habitat restoration, and public outreach.

5 Years of Experience

Education

- Master of Landscape Architecture, California Polytechnic State University Pomona

Most Relevant Projects

- Dublin Sports Grounds Master Plan, Dublin, CA
- Fairmont Terrace Park, Hayward, CA
- Greenwood Park, Hayward, CA
- Kennedy Park, Hayward, CA
- Newark Zoning Code Update, Newark, CA
- Rosewood Miramar Beach Resort, Montecito, CA *
- San Lorenzo Park, San Lorenzo, CA
- San Simeon Community Services District Coastal Access Improvements, San Simeon, CA
- The Carneros Inn, Carneros, CA *
- Via Toledo Neighborhood Park Master Plan, Hayward, CA



** Projects completed while with another firm, prior to joining RRM*



Civil Engineer

ROBERT CAMACHO, PE

Robert is a senior engineer specializing in residential, commercial, multi-family, site-grading, utility design, Caltrans projects, roadway and flood control engineering. He has done multiple projects that not only exceed the governing agencies requirements, but also incorporate, as much as economically feasible, aspects of low-impact development (LID). Robert is knowledgeable in incorporating LID components and how they affect the overall project cost and aesthetics. Robert offers extensive experience working in San Luis Obispo, Pleasanton, Modesto, Turlock and Los Banos.

10 Years of Experience

Education

- Bachelor of Science, BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA

Licenses

- Civil Engineer, CA, 76597

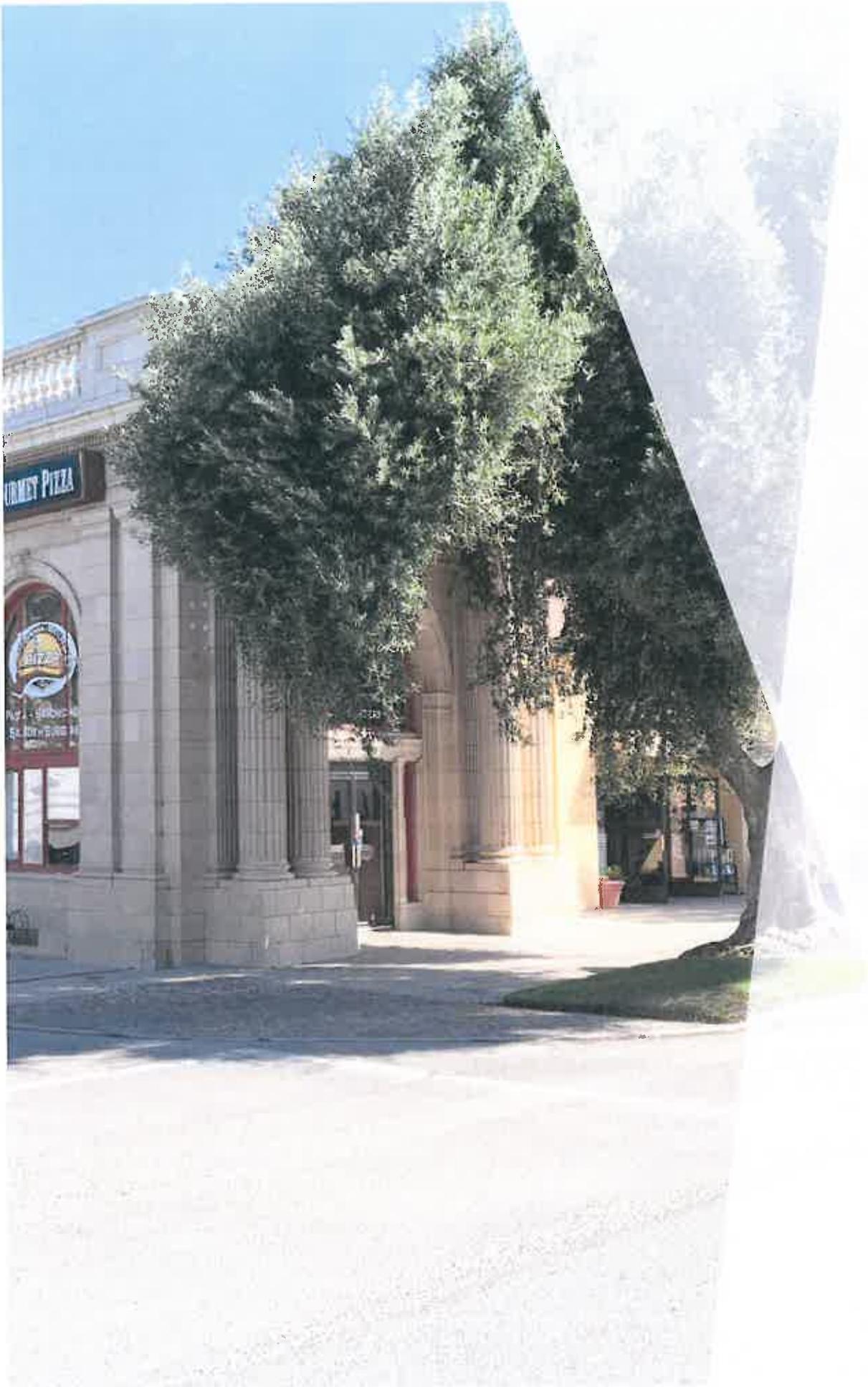
Certifications

- Qualified SWPPP Practitioner (QSP)
- Dust Control Application Writer Certified

Most Relevant Projects

- 25th Street Renaissance Streetscape, San Diego, CA
- Angels Creek Master Plan and Trail Plan, Angels Camp, CA
- Estero Park, Isla Vista, CA
- Fort Bragg Georgia-Pacific Mill Site Specific Plan, Fort Bragg, CA
- Marina Downtown Specific Plan, Marina, CA
- Merced Community Sports Park, Merced, CA
- Newman Downtown Plaza, Newman, CA
- Pinnacles National Park West Side, Paicines, CA
- Santa Barbara Island Park & West Side Monument, Oxnard, CA
- Santa Fe Bike Trail Connection, Visalia, CA
- Surfer's Point Managed Shoreline Retreat, Ventura, CA
- Yorba Linda Town Center Specific Plan, Yorba Linda, CA





REFERENCES

REFERENCES

Just ask our clients . . .



East Branch Streetscape
Steve Adams, City Manager
City of King City
Formerly with the City of Arroyo Grande
P: (831) 386-5925
E: sadams@kingcity.com



Central Park Master Plan
Sheila Canzian, Director of Parks & Rec
City of San Mateo
P: (650) 522-7404
E: scanzian@cityofsanmateo.org



Lindero Linear Park
John Knipe, City Engineer
City of Westlake Village
P: (818) 706-1613
E: john@wlv.org



25th Street Renaissance Streetscape
Brad Johnson, Senior Civil Engineer
City of San Diego
P: (619) 533-5120
E: bjohnson@sandiego.gov



4

SCOPE OF SERVICES

The following scope of services represents our team's best understanding of the City's needs and expectations. The City desires to expand and upgrade the streetscape improvements on Broadway Street from First Street to Russ Street. The City would also like to consider a one block expansion to San Lorenzo Drive. The final work product is necessary to chart a path to implementation and use the deliverables for a grant application to TAMC, as well as supplemental fund raising.

TASK A: PROJECT STARTUP

Subtask A.1: Kickoff Meeting and Site Tour

RRM's key team members will attend a kickoff meeting with City staff. The purpose of the kickoff meeting is to review major project objectives, milestones, and task delivery schedule as well as collect relevant background documents from the City. Following the meeting, RRM will walk the entire project area with City staff to discuss site constraints and preliminary design thoughts.

Deliverable: Attend one (1) kick-off meeting and Site Tour with City staff

Subtask A.2: Base Map

RRM will prepare a cost effective base map using available geo-referenced aerial data (dated 2014) for the designated project area. The base map will be suitable for planning purposes, but not the same as a surveyed base map. We have provided an optional task for a topographic base map to be prepared by RRM's survey department. If the City has an existing survey, it can also be used for the base map.

Deliverable: One (1) Planning level base map using available Google Earth and geo-referenced data

Subtask A.3: Stakeholder Interviews

RRM will work with the City to facilitate a series of stakeholder meetings. These interviews will occur over a one-day period. City Staff will select the stakeholders and schedule the meetings and meeting location. The goal of these interviews is to assess community and stakeholder concerns, ideas and project goals.

Deliverable: Facilitate key stakeholder interviews as listed above.

4 Scope of Services

TASK B: WORKSHOPS AND CITY COUNCIL MEETINGS

Subtask B.1: Workshop #1

RRM will facilitate a community meeting to discuss project objectives, goals, and ideas for improving the downtown streetscape and pedestrian experience. The timing of this workshop is flexible and can be held prior to any conceptual design, or after there are ideas for the public to react to and provide input. The workshop can be held on a weekday or weekend, depending on the likelihood for higher attendance.

Deliverable: *Facilitate public workshop #1- timing of meeting per City staff*

Subtask B.2: Workshop #2

RRM will facilitate a second public workshop to share ideas on the design and allow the public to participate in the shaping of the plan. Once again, the timing of this workshop is flexible depending on the City's preference and can be held after conceptual design work has commenced, or following the preparation of a preferred plan.

Deliverable: *Facilitate public meeting #2- timing of meeting per City staff*

Subtask B.3: City Council Meeting #1

RRM will facilitate a presentation of the conceptual plan to the City Council. The first meeting could be used as a work session to discuss the conceptual plan alternatives and public input received. We will receive necessary feedback from the Council and address any comments as part of the design tasks.

Deliverable: *Presentation to City Council*

Subtask B.4: City Council Meeting #2

RRM will facilitate a second presentation of the preferred conceptual plan to the City Council. This plan would likely be for Conceptual Plan approval and discussion about the projected construction cost and potential phasing.

Deliverable: *Presentation #2 to City Council*

TASK C: CONCEPTUAL DESIGN

Subtask C.1: Preliminary Conceptual Plan Alternatives

Once the stakeholder interviews (and potentially workshop #1) are wrapped up, RRM will begin to create a conceptual plan for the four block (and 1 block expansion if necessary) streetscape. The design option will include graphic images of the proposed streetscape and pedestrian improvements and may have options for certain improvements. The Plan will work to provide the streetscape with a warmer pedestrian feel and incorporate, pedestrian scale lighting, landscape planters, and site furnishings. RRM will meet with City Staff to go over our preliminary plan recommendations and obtain necessary feedback.

Deliverables:

- *Conceptual plan and graphics (options for key features)*
- *Meeting with City staff*

Subtask C.2: Preferred Conceptual Plan

Following reviewing the preliminary conceptual plan with City staff and obtaining the necessary feedback from the public in Workshop #1 or #2, RRM will refine the concept into a preferred colorized conceptual plan with conceptual graphics for the streetscape improvements.

Deliverables:

- *One (1) preferred conceptual plan option and graphics*
- *Meeting with City staff*

Subtask C.3: Opinion of Probable Cost

RRM's will prepare preliminary opinion of cost for the preferred conceptual plan. The cost opinion will include a breakdown of materials and components into a spreadsheet format with unit prices and quantities.

Deliverable: *One (1) Opinion of probable cost*

Subtask C.4: Final Conceptual Plan

Following the City council review, RRM will incorporate the comments received by the Council into a final version of the concept plan. Given the prior reviews by the public, staff and City Council, only minor adjustments to the concept plan are anticipated for this task.

Deliverable: *One (1) final conceptual plan and graphics*

4 Scope of Services

OPTIONAL TASK D: TOPOGRAPHIC SURVEY

Subtask D.1: Topographic Survey

This task is provided as an option to provide a topographic ground survey for the project site. RRM's survey group will provide a topographic survey from store front to store front at sufficient detail to for use in later construction document services (not included).

Deliverable: *Electronic topographic survey (described above) in AutoCAD format.*

LIMITATIONS

The scope of work is limited to the tasks described above. The City may request additional design services. The following work could be included in a streetscape project, but are not specifically included in this scope of services.

- Construction documents
- Traffic engineering
- Environmental Documents (CEQA)
- Applications and Fees
- Utility Plans
- Subsurface pot holing



COST PROPOSAL

DETAILED FEE SCHEDULE

JEFF FERBER	GINA CHAVEZ	CHRIS DUFOUR	APRIL MILLER	ROBERT CAMACHO
Principal-in-Charge + Project Manager	Senior Landscape Architect	Senior Landscape Architect	Designer	Civil Engineer
200 \$ per hour	125 \$ per hour	135 \$ per hour	87 \$ per hour	100 \$ per hour
				Minor sum per task

Task A: PROJECT STARTUP		FEE TYPE	
A.1	Kickoff Meeting and Site Tour	Fixed Fee	\$ 4,532
A.2	Base Map	Fixed Fee	\$ 2,202
A.3	Stakeholder Interviews	Fixed Fee	\$ 2,880
Task A Value:			\$ 7,414

Task B: WORKSHOPS AND CITY COUNCIL MEETINGS		FEE TYPE	
B.1	Workshop #1	Fixed Fee	\$ 2,975
B.2	Workshop #2	Fixed Fee	\$ 2,978
B.3	City Council Meeting #1	Fixed Fee	\$ 1,340
B.4	City Council Meeting #2	Fixed Fee	\$ 1,340
Task B Value:			\$ 8,632

Task C: CONCEPTUAL DESIGN		FEE TYPE	
C.1	Preliminary Conceptual Plan	Fixed Fee	\$ 13,674
C.2	Preferred Conceptual Plan	Fixed Fee	\$ 8,842
C.3	Opinion of Probable Cost	Fixed Fee	\$ 5,126
C.4	Final Conceptual Plan	Fixed Fee	\$ 5,308
Task C Value:			\$ 32,950

Subtotal	\$ 48,896
Reimbursable Expenses	\$ 750
Estimated Project Total	\$ 49,646

OPTIONAL - Task D: TOPOGRAPHIC SURVEY		FEE TYPE	
D.1	Topographic survey	Fixed Fee	\$ 8,000
Task E Value:			\$ 8,000

0	\$1,200	0	\$610	0	\$0	0	\$922	0	\$0	0	\$0
0	\$0	4	\$540	2	\$270	10	\$1,392	0	\$0	0	\$0
8	\$1,600	8	\$1,080	0	\$0	0	\$0	0	\$0	0	\$0

10	\$5,200	22	\$2,970	4	\$540	72	\$6,264	0	\$0	0	\$0
10	\$2,000	22	\$2,970	4	\$540	36	\$3,132	2	\$200	0	\$0
4	\$900	10	\$1,350	4	\$540	28	\$2,438	0	\$0	0	\$0
8	\$1,600	12	\$1,820	0	\$0	24	\$2,088	0	\$0	0	\$0

Fee Footnote
 Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses
 Incidental expenses incurred by RRM Design Group or any subcontractant it may hire to perform services for this project are reimbursed by the client at actual cost plus 10% to cover its overhead and administrative expenses.

Adjustment to Hourly Billing Rates
 RRM reserves the right to adjust hourly rates on an annual basis.



Item No. **9 (G)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

RECOMMENDATION:

It recommended the City Council designate Council Member Acosta as the City's voting delegate for the League of California Cities Annual Business Meeting at the Annual Conference.

BACKGROUND:

The League of California Cities Annual Conference is scheduled for October 5th through the 7th in Long Beach. An important part of the Annual Conference is the Annual Business Meeting during the General Assembly, which is schedule at noon on Friday, October 7th. At that meeting, delegates take action on resolutions that establish League policies. In order to participate, cities are requested to formally appoint a voting delegate.

DISCUSSION:

Council Member Acosta has expressed an interest in attending the Annual Conference and willingness to serve as the voting delegate. No other Council Members will be attending. Therefore, staff recommends Council Member Acosta be designated as the City's voting delegate.

COST ANALYSIS:

Funding is available in the City Council's travel budget for a Council representative to attend the Annual Conference.

**CITY COUNCIL
CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL BUSINESS MEETING
AUGUST 9, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Designate Council Member Acosta as the City's delegate to the League of California Cities Annual Business Meeting;
- 2) Appoint another representative of the City Council if anyone else is able to attend; or
- 3) Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



Item No. **9 (H)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR PREPARATION OF WASTEWATER FACILITIES PLAN AND WASTEWATER COLLECTION SYSTEM MASTER PLAN

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a professional services agreement with Carollo Engineers for preparation of a wastewater facilities plan and wastewater collection system master plan; and 2) direct staff to enter into discussions with Cal Water and Little Bear Water Company regarding participation in the Wastewater Treatment Facility Upgrade Project.

BACKGROUND:

The City completed a Wastewater Facilities Plan in 2004. The plan evaluated several alternatives for upgrade of the existing wastewater treatment plant. Recommendations at that time were to expand the plant utilizing the current lagoon treatment process. Expansion is necessary in order to meet future capacity needs. However, due to more stringent requirements, the Regional Water Quality Control Board will not approve an expansion unless it includes upgrade to a tertiary treatment facility. Tertiary involves a much higher level of treatment.

In 1992, the City also completed a Sewer System Master Plan. The report provides an inventory of the existing sewers and identifies the improvements needed to accommodate future growth, as well as repairs and maintenance needs.

**CITY COUNCIL
CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH
CAROLLO ENGINEERS FOR PREPARATION OF WASTEWATER FACILITIES
PLAN AND WASTEWATER COLLECTION SYSTEM MASTER PLAN
AUGUST 9, 2016
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Update of the Master Plan, along with the Facilities Plan, is an important component of the City's long-range financial planning. Once the two plans are updated, the City can accurately project future project and funding needs. This will also enable the City to accurately set wastewater rates to address these needs.

DISCUSSION:

Carollo Engineers prepared the original Wastewater Master Plan and Facilities Plan for the City. As a result, they have much of the data and knowledge necessary to efficiently prepare the updates to these plans. In addition, Carollo Engineers is one of the leading firms in the country with regard to designing wastewater facility related improvements. Therefore, staff requested a proposal from Carollo Engineers to prepare these projects and recommends a contract be awarded for them to perform the work.

One of the benefits of upgrading the wastewater treatment plant to a tertiary facility will be the ability to utilize recycled water for irrigation. As a result, Cal Water has expressed an interest in participating in the project and purchasing the recycled water. Given King City's location, there are very limited opportunities for Cal Water to expand its water supply. Therefore, the drought provides a strong incentive for Cal Water to access this capability. Staff will recommend that conditions be placed in permits for medical marijuana businesses requiring them to utilize recycled water once it becomes available. It can also have a significant impact on water supply by serving parks, the golf course, medians and parkways, etc. It is staff's intent to negotiate for Cal Water to pay an initial one-time payment for the right to purchase the water and then an ongoing cost for the water.

Meanwhile, a development expansion is proposed in Pine Canyon. As a result, wastewater treatment capacity provided by Little Bear Water Company also needs to be increased. The Regional Water Quality Control Board would prefer they consolidate with King City rather than have separate facilities. Staff has had preliminary discussions with their representatives. They appear to have an interest in constructing a connection to the City's plant for the new units with the potential to convert existing units in the future.

Both of these partnership opportunities could increase the financial feasibility of this project. Therefore, it is recommended to coordinate with them on the study. Once both studies are completed, staff recommends contracting for a new rate study to establish accurate rates based on projected costs for the next 5-year

**CITY COUNCIL
CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH
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period. Staff is also beginning work on grant applications for the environmental review and design work for the treatment plant upgrade project.

COST ANALYSIS:

The total cost of the Water Facilities Plan is \$249,841 and the total cost of the Collection System Plan is \$208,600, which results in a total projected cost of \$458,441. There is \$600,000 included in the FY 2016-17 Annual Budget for Engineering Services in the Sewer Operations Fund. There will also be some costs for the City's contract engineer to provide supplemental work related to the studies.

Implementation of both plans will involve significant costs. The upgrade of the wastewater treatment plant is projected to be particularly costly. Initial estimates involve costs in the range of \$30 million. Staff's goal is to fund \$8 million to \$10 million from grants and partnerships. The remaining amount will need to be financed and paid from development impact fees and wastewater fees.

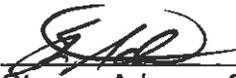
ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Phase the studies, which will delay completion;
3. Direct staff to solicit proposals;
4. Approve the wastewater collection system plan, but direct staff to pursue upgrade of the plant utilizing the existing lagoon system design to reduce costs, acknowledging that the plant technology will remain outdated and will likely not be approved by the Regional Water Quality Control Board; or
5. Provide staff other direction.

Exhibits:

1. Proposal from Carollo Engineers
2. Proposed Consultant Services Agreement with Carollo Engineers

Prepared and Approved by: 
Steven Adams, City Manager

June 23, 2016

Mr. Octavio Hurtado
City of King
212 S Vanderhurst Ave.
King City, California 93930

Subject: Wastewater Facilities Plan and Collection System Master Plan Scope and Labor Estimates

Dear Mr. Hurtado:

It has been nearly 25 and 15 years, respectively since the major elements of the City of King's wastewater collection system and treatment facility were evaluated. Since these planning documents were completed, the City's development plans and recycled water goals have changed significantly. A new facilities plan and collection system master plan will reflect the City's new goals and result in a comprehensive capital improvement plan that the City can use to pursue a rate increase and various loan and grant funding opportunities.

In response to these needs, we have developed separate scopes and labor estimates for both an update to the wastewater facilities plan and collection system master plan for your review.

The City has been working with Carollo Engineers, Inc. (Carollo) for the last 25 years to help solve their wastewater challenges. This relationship began in 1992 with development of the Sewer System Master Plan, which identified the necessary improvements to allow the City to accommodate future growth. Planning for the wastewater treatment plant was completed in 2002 with the Wastewater Facilities Plan. This Plan included the original evaluation of tertiary treatment upgrades. Carollo would like to build on these previous studies and continue our successful relationship with development of these new planning documents.

Proven Master Planning Talent. Carollo combines local, responsive service with a national reputation for delivering successful planning and design services for utilities facing similar challenges. We have completed similar planning efforts for other communities on the Central Coast and offer expertise in tertiary treatment, biosolids management, and hydraulic modeling to guide your long-term infrastructure investment decisions.

Our team has the ability, availability, and qualifications to perform this work. We look forward to continuing our record of quality service to the City. Please contact me with any questions or to discuss next steps.

Sincerely,

CAROLLO ENGINEERS, INC.



Eric Casares, P.E.
Associate Vice President

Enclosures: Facilities Plan Scope/Labor Estimate
Collection System Master Plan Scope/Labor Estimate

CITY OF KING
WASTEWATER TREATMENT PLANT FACILITIES PLAN UPDATE
SCOPE OF WORK

June 23, 2016

This Scope of Work includes the preparation of an update to the City of King's (City's) Wastewater Facilities Plan (Facilities Plan). The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

Background

The City of King (City) completed a Wastewater Facilities Plan in 2004 (Carollo, 2004). The plan evaluated several alternatives for upgrade of the existing treatment facilities at the City's existing wastewater treatment plant (WWTP). These alternatives ranged from continued use of the existing aerated and facultative ponds (lagoons) to tertiary treatment necessary to produce unrestricted reuse quality effluent in accordance with Title 22 requirements. The ultimate recommendation of this study was for the City to maintain the current lagoon treatment process.

The City developed an update to the original facilities plan in 2013 with preparation of the Wastewater Master Plan (Boyle, 2007). This report also evaluated alternatives for upgrade of the treatment processes that included aerated ponds, Biolac®, activated sludge, and oxidation ditch. The report was never completed, but the initial recommendation was to convert the existing lagoons to a Biolac® system.

In 2010, the City contracted with Carollo to design improvements necessary to increase the capacity of the WWTP from 1.2 million gallons per day (mgd) to 1.5 mgd. These improvements including depending the existing Pond 1A and 1B from a depth of five to ten feet and the installation of floating aerators.

In response to California's drought, anticipated stricter discharge requirements, and the desire to sell City-owned land adjacent to the WWTP, the City is moving forward with design construction of a new tertiary treatment facility. The Facilities Plan update is a critical first step for this project, and will answer the following key questions for the City:

- **Design Capacity and Phasing.** The development plans for the City have changed significantly since the Wastewater Facilities Plan was completed in 2004 and later updated in 2007. One of the first tasks in the updated to the Facilities Plan will be to analyze the recently updated Housing Elements for the City's General Plan to determine the WWTP's future design capacity. While the existing flow to the WWTP is approximately 800,000 gallons per day (gpd), the WWTP could receive flows to 3 mgd when the community reaches build-out. The Facilities Plan will include development of a phasing plan to ensure the City builds a WWTP now with the proper design capacity now.
- **Treatment Technology Selection.** The previous iterations of the Facilities Plan evaluated more than a dozen technologies (including secondary treatment, filtration, disinfection, and biosolids stabilization/dewatering). While the City desires to move forward with a facility that produces Title 22 unrestricted reuse quality effluent, there are still options that should be evaluated for these different processes. These alternatives

will be evaluated using both economic (capital and life-cycle costs) and non-economic criteria (i.e., operability, energy usage, etc.) to ensure the City's new WWTP is minimizes impacts to ratepayers while still meeting the City's long-term goals.

- **Reuse and Disposal Planning.** While many of the lagoons that are currently used for wastewater treatment will not be needed when the new WWTP is completed, several ponds may need to be retained to provide storage during the wet season when recycled water demands are low. Also, the recycled water demands for the City's park and new developments do not have sufficient demand to take all of the water produced by the WWTP. The future reuse and disposal strategy for the City will likely include a combination of the existing sprayfields, onsite storage, in-town recycled water use (i.e., urban irrigation), and agricultural irrigation. The Facilities Plan will evaluate effluent disposal and reuse alternatives and recommend the most cost effective option for the City to pursue. In doing so, the Facilities Plan will also definitively support the City's decision to sell land adjacent to the existing WWTP.
- **Financing and Environmental Support.** The City is interested in pursuing numerous funding sources for the new WWTP project including State Revolving Fund (SRF) and USDA Rural Utilities Development (RUD). Many of these funding sources require an Engineering Report as part of the application. The Facilities Plan will be structured in such a way that it satisfies the requirements for the Engineering Report. Often development of the environmental or California Environmental Quality Act (CEQA) document is on the critical path for a project. The Facilities Plan will be developed so it can be used to develop a project description for the CEQA consultant.

Task 1 – Project Management

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

Task 1.1 – Project Management Meetings: Carollo will participate in bi-weekly project progress meetings via teleconference with key City staff to discuss project status, action items, and potential areas of concern.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

Task 1.3 – Project Coordination and Integration of Work Efforts: Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Facilities Plan.

Task 1.4 – Prepare Work Plan: The objective of this task is to develop a work plan for accomplishing the engineering tasks required to complete the Facilities Plan and provide support to the City. Elements of this Work Plan will include developing a detailed project flow diagram and work schedule.

Carollo will prepare a work plan flow schematic that ties together the project schedule, anticipated results, workshops, work products, and engineering tasks for the Facilities Plan. Carollo will develop a schedule for the engineering tasks associated with the Facilities Plan, monitor progress on a bi-weekly basis, and update the schedule on a monthly basis.

Task 1.5 – Project Meetings: Carollo will participate in face-to-face project meetings as determined by the City to discuss project development issues, action items, and schedule.

Assumptions:

- It is anticipated that the project activities will last approximately six (6) months.
- Carollo’s Project Manager and Project Engineer will attend the face-to-face Kick-Off Meeting, Project Meetings, and other coordination meetings.
- Carollo’s Project Manager and Project Engineer will participate in the bi-weekly Project Management Meetings (conference calls).
- One (1) face-to-face Kick-Off Meeting with City staff.
- Two (2) face-to-face Project Meetings with the project team have been budgeted.
- Bi-weekly conference calls (Project Management Meetings) will be held with the City. Twelve (12) bi-weekly progress meetings/conference calls have been budgeted.
- A total of six (6) Monthly Progress Reports will be prepared (including schedule updates).

Deliverables:

- Agendas and meeting minutes from all face-to-face meetings and conference calls including the Project Management Meetings, Kick-Off Meeting, Project Meetings and other coordination meetings.
- Monthly Project Management, Cost, and Schedule Control Reports.
- Facilities Plan project flow diagram.
- Facilities Plan project work schedule.

Task 2 - Data Collection and Background Review

Task 2.1 - Data Collection and Review: Carollo will collect and review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City’s General Plan including the land use, housing, population, and circulation elements.
- Design standards or design manuals for the wastewater systems.
- Monthly and daily sewer flow measurements at the wastewater treatment plant for the past 5 years.
- Hourly flow measurement at the wastewater treatment plant for the past 18 months (if available).

Task 3 – Wastewater Treatment Plant Evaluation

The objective of this task is to prepare the WWTP evaluation for construction of a new WWTP located at the existing plant location.

The WWTP evaluation will be delivered via a series of technical memoranda (TMs) paired with workshops facilitated by Carollo with key City staff. These TMs include the following:

- Current and Future Regulatory Requirements TM
- Flows and Loads TM
- Effluent Reuse and Disposal TM
- Treatment Alternatives Analysis TM

Task 3.1 – Perform Analysis of Current and Future Regulatory Requirements

Carollo will review the regulatory requirements and policies that need to be addressed in the WWTP evaluation. In addition to a review of current regulatory requirements, Carollo will identify, describe, and summarize applicable new and future regulatory issues or policies being developed by the State Water Board or the State Legislature. Effluent and biosolids regulations vary based on the intended reuse or disposal method. This analysis is intended to provide a broad perspective by summarizing the regulatory requirements for the following reuse or disposal scenarios:

- Effluent:
 - Land-based disposal (i.e., sprayfields)
 - Agricultural irrigation (all applicable qualities)
 - Urban irrigation (i.e., unrestricted tertiary)
 - Indirect potable reuse
 - Direct potable reuse
- Biosolids:
 - Offsite disposal (i.e., unclassified, Class B, and Class A)
 - On-site treatment (i.e., Class A such as drying)
- Air Quality

These scenarios will be developed and described to bracket the range of future regulatory requirements, and will be used as the basis for assessing the viability of both unit processes and integrated treatment system alternatives during the rough and final screening analyses.

Assumptions:

- Three (3) draft and three (3) final copies of the Regulatory Requirements TM will be submitted.

Deliverables:

- Technical memorandum, which outlines the regulatory requirements that will be used in future alternatives analyses.

Task 3.2 – Perform Flows and Loads Analysis: Carollo will perform a flows and loads analysis based on a review of existing data, the City's most updated General Plan Housing Element, and anticipated results from the current update to the General Plan. New development areas that will impact the capacity of the WWTP include:

- Mills Ranch
- Creekbridge
- Downtown Addition

The primary focus of this analysis will be to develop peaking factors and critical loading criteria for the proposed process evaluations and sizing of the new facilities. Carollo will compare the resulting loadings and peaking factors with generally accepted industry values. Carollo will host a workshop to discuss the flows and loads estimates with key City staff.

Assumptions:

- One (1) flows and loads workshop has been budgeted.
- Three (3) draft and three (3) final copies of the Flows and Loads TM will be submitted.

Deliverables:

- Technical memorandum, which outlines the flows and loadings criteria that will be used to evaluate effluent reuse and disposal and treatment alternatives.
- Preparation, attendance, and summary meeting minutes from the Flows and Loads Workshop.

Task 3.3 – Perform Evaluation of Treatment Alternatives

Task 3.3.1 – Review Effluent Reuse/Disposal Methods: Based on the current and anticipated, future regulatory landscape, and recent State policies regarding the drought, SGMA, and salt and nutrient management planning, Carollo will evaluate effluent reuse and disposal alternatives for seasonal land disposal (i.e., sprayfields), indirect and direct potable reuse, urban irrigation, and agricultural irrigation. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates. It is likely that multiple reuse and/or disposal options will be incorporated into the WWTP in order to develop a diverse economic and sustainable reuse program.

It is possible that seasonal storage/disposal will be a part of some alternatives. Where this is the case, Carollo will identify requirements, calculate mass balances, and develop conceptual-level storage facility configurations. For each alternative Carollo will complete a preliminary hydraulic analysis to ensure suitable hydraulic performance and assess the requirements for effluent pumping. The evaluation, including cost estimates, will be documented in an Effluent Reuse and Disposal TM.

Carollo will hold a single workshop with key City staff to present the results of the detailed evaluation of effluent reuse and disposal alternatives developed as a part of this task.

Task 3.3.2 – Review Treatment Technologies: Based on the anticipated flows and loads, current and future regulatory requirements, and identified viable effluent disposal and reuse alternatives, Carollo will develop treatment alternatives to Title 22 unrestricted reuse quality effluent.

Carollo will evaluate the engineering aspects of up to three (3) primary (if applicable), secondary, and tertiary treatment process configurations. The evaluation will include the development of design criteria and process sizing, and will also consider the reliability, ease of operation and maintenance, scalability to growth, geographical footprint, ease of obtaining permits, and environmental impacts of each of the process configuration alternatives. Carollo will prepare capital cost estimates for initial investment and repair/replacement, and annual operation and maintenance cost estimates for the various alternatives. Carollo will also provide preliminary layouts of the project components, including conceptual site plans. The evaluation, including cost estimates, will be documented in a Treatment Alternatives Analysis TM.

Carollo will hold a single workshop with key City staff to present the results of the detailed evaluation developed as a part of this task. Conceptual level site plans and cost estimates will be presented so that the City can provide direction for moving forward.

Task 3.3.3 – Review Disinfection: Carollo will develop alternatives for disinfection including using sodium hypochlorite and ultraviolet disinfection. Carollo will prepare conceptual-level design criteria, layouts, capital, and operating cost estimates.

Task 3.3.4 – Review Solids Handling: Carollo will review and evaluate solids handling requirements consistent with the unit treatment process alternatives previously developed. Alternatives for ultimate use or disposal will include hauling biosolids off-site as well as on-site handling concepts via thermal and solar drying. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates

Task 3.3.5 – Preparation of Project Cost Estimates: Carollo will prepare an estimate of probable cost for the alternative projects (treatment and solids disposal methods and effluent reuse/disposal), including establishing allowances for indirect costs such as escalation to the midpoint of the project construction. Carollo will establish design allowances for contingency, environmental mitigation, land acquisition, legal, and other costs associated with the project. Operations and maintenance costs and project alternative life cycle costs for equipment and facilities repairs and replacements will also be developed.

Task 3.3.6 – Preparation of the Treatment Alternatives Analysis TM: Carollo will prepare a Treatment Alternatives Analysis TM for review and approval by the City. The TM will be prepared in a format that is easily adaptable to SRF and other funding source requirements. The Treatment Alternatives Analysis TM will build on the information presented in the previous tasks. The report will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Regulatory requirements
- Design flow and load criteria
- Recommended unit process alternatives
- Identification of process alternatives for analysis
- Recommended process alternatives
- Environmental and permitting considerations
- Cost considerations
- Appendices

Task 3.3.7 – Conduct Treatment Alternatives Analysis Workshop: Following delivery of the Treatment Alternatives Analysis TM, Carollo will conduct a workshop with key City staff to identify the final recommended project.

Assumptions:

- WWTP project configurations will be developed based on discussion and input from City staff.
- A final recommended project will be identified as a result of the Treatment Alternatives Analysis TM. The selection of the recommended project will be confirmed in a workshop setting by City staff.
- Project cost estimates that result from this task will be prepared in a format to support the SRF loan application, and other funding option requirements.
- Two (2) Treatment Alternatives Analysis workshops have been budgeted.
- Three (3) draft and three (3) final copies of the Effluent Reuse and Disposal TM will be submitted.
- Three (3) draft and three (3) final copies of the Treatment Alternatives Analysis TM will be submitted.

Deliverables:

- Treatment Alternatives Analysis TM
- Effluent Reuse and Disposal TM

Task 4 – Report Preparation and Adoption

This project will produce a single document that will be the main planning document for the City's WWTP project. The Facilities Plan will be a culmination of the individual TMs produced for the WWTP evaluation, and will include:

- Flows and Loads Analysis TM
- Regulatory Requirements TM
- Siting Analysis TM
- Treatment Alternatives Analysis TM

Task 4.1 – Prepare and Submit Draft Facilities Plan Report: A detailed report outline of the proposed Facilities Plan will be submitted to City staff for review and comment, prior to the completion of the Draft Facilities. The Executive Summary section will bring forward the most significant findings of the project. One electronic copy and three (3) hard copies of the document will be submitted to the City.

Task 4.2 – City Staff Review of Draft Facilities Plan Report: Following the submittal of the Draft Facilities Plan, City staff will review and provide written comments. Following the review period, the Carollo will meet with City staff and review comments.

Task 4.3 – Prepare and Submit Final Facilities Plan Report: City comments on the Draft Facilities Plan will be reviewed and incorporated into the final documents. One electronic copy and five (5) hard copies of each document will be submitted to the City.

Task 4.4 – Presentation to Council: A single presentation will be prepared by Carollo and delivered to the City Council at the completion of the Final Facilities Plan document. The presentation will discuss the future effluent reuse and disposal strategy and the selected technologies for upgrade of the existing WWTP.

EXHIBIT A

City of King
Facilities Plan
(June 2016)

Hours by Classification

Task Description	Hours by Classification										Fee			
	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technicians	Support Staff	Total	Labour Fee	PERC	Over	Supp	Subs + MA	Subs & Other Fees	Total Fee
TASK 1 - Project Management														
Task 1.1 Project Management Meeting	24	8	0	0	0	12	44	\$0,444	\$115			\$0	\$515	\$0,959
Task 1.2 Project Management, Progress Reporting, Cost and Schedule Control	24	12	0	0	0	6	42	\$2,700	\$491			\$0	\$491	\$10,241
Task 1.3 Project Coordination and Integration of Work Efforts	4	4	0	0	0	2	10	\$2,214	\$117			\$0	\$117	\$2,331
Task 1.4 Prepare Work Plan	4	4	0	0	0	2	14	\$3,022	\$164			\$0	\$164	\$3,186
Task 1.5 Project Meetings	24	24	18	16	0	8	80	\$16,112	\$1,000	\$420		\$0	\$1,450	\$19,582
Task 1 - Sub Total	80	52	12	16	0	30	198	\$42,642	\$2,317	\$420	\$0	\$0	\$2,737	\$45,300
TASK 2 - Data Collection and Background Review														
Task 2.1 Data Collection and Review	4	16	24	16	8	0	68	\$13,372	\$704	\$0	\$0	\$0	\$704	\$14,100
Task 2 - Sub Total	4	16	24	16	8	0	68	\$13,372	\$704	\$0	\$0	\$0	\$704	\$14,100
TASK 3 - Water Quality Treatment Plant Evaluation														
Task 3.1 Perform Analysis of Current Future Regulatory Requirements	16	24	0	40	0	5	85	\$19,032	\$1,123	\$60	\$0	\$0	\$1,183	\$20,215
Task 3.2 Perform Flows and Loads Analysis	8	8	16	80	0	8	116	\$21,868	\$1,357	\$200	\$0	\$0	\$1,557	\$23,453
Task 3.3 Perform Evaluation of Treatment Alternatives	28	88	138	212	80	28	578	\$105,410	\$6,763	\$400	\$0	\$0	\$7,163	\$112,573
Task 3.3.1 Review Effluent Reuse/Disposal Methods	4	16	34	40	16	8	108	\$18,220	\$1,264	\$200	\$0	\$0	\$1,464	\$20,684
Task 3.3.2 Review Treatment Technologies	2	8	16	24	8	0	58	\$7,778	\$1,778	\$0	\$0	\$0	\$1,778	\$20,680
Task 3.3.3 Review Solids Handling	2	8	16	24	8	0	58	\$10,649	\$879	\$0	\$0	\$0	\$879	\$11,525
Task 3.3.5 Preparation of Project Cost Estimates	2	8	16	24	8	0	58	\$16,838	\$1,053	\$60	\$0	\$0	\$1,053	\$17,951
Task 3.3.6 Preparation of the Treatment Alternatives Analysis TM	2	8	16	24	8	0	58	\$9,654	\$585	\$0	\$0	\$0	\$585	\$10,239
Task 3.3.7 Conduct Treatment Alternatives Analysis Workshop	8	8	8	8	16	16	68	\$11,546	\$780	\$60	\$0	\$0	\$860	\$12,396
Task 3 - Sub Total	50	144	180	312	80	44	780	\$148,338	\$9,243	\$140	\$0	\$0	\$9,383	\$158,341
TASK 4 - Report Preparation and Submittal														
Task 4.1 Prepare and Submit Draft Facilities Plan Report	8	16	24	32	16	16	112	\$19,800	\$1,310	\$500	\$0	\$0	\$1,810	\$21,610
Task 4.2 City Staff Review of Draft Facilities Plan Report	2	2	0	0	0	2	6	\$1,216	\$70	\$0	\$0	\$0	\$70	\$1,286
Task 4.3 Prepare and Submit Final Facilities Plan Report	4	4	8	16	8	4	44	\$7,008	\$515	\$900	\$0	\$0	\$1,015	\$8,713
Task 4.4 Presentation to Council	4	4	0	0	0	2	10	\$2,314	\$117	\$140	\$0	\$0	\$237	\$2,471
Task 4 - Sub Total	18	28	32	48	24	24	172	\$30,338	\$2,612	\$1,140	\$0	\$0	\$3,152	\$34,190
TOTAL COSTS (Sub-Subtotal)	152	238	228	392	120	98	1228	\$233,176	\$14,368	\$2,220	\$0	\$0	\$16,588	\$249,841

Notes:
1. Hourly rate based on 2016 Fee Schedule
2. Other costs include Project Equipment Communication Expense (PECE) of \$11.7 per DL hour

CITY OF KING
COLLECTION SYSTEM MASTER PLAN UPDATE
SCOPE OF WORK

June 23, 2016

This scope of work includes the preparation of the Collection System Master Plan (Master Plan). The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

Background

The City of King (City) completed a Sewer System Master Plan in 1992 (Carollo, 1992). The report was prepared to inventory the existing sewers and identify the improvements needed to accommodate future growth. The plan identified in the report was flexible and did not identify the order and/or timing of planned improvements.

The Wastewater Facilities Plan (Carollo, 2004) and Sewer System Master Plan (Carollo, 1992) were updated by the Wastewater Master Plan (Boyle, 2007). While this report was never finalized, it did include the creation of a Sewer CAD model and a capacity evaluation. As a result of this analysis, a number of improvements were identified along with the cost to implement these improvements. The report indicates that the City's sewer system had been input into a geographic information system (GIS), which was used to create the hydraulic model.

The City will begin a rate analysis in the near future. In order to start that process, they need to develop a comprehensive capital improvements plan (CIP) for their sewer system. This CIP must include not only the cost for construction of a new tertiary wastewater treatment plant (WWTP), but also the improvements to the collection system necessary to support new planned development including Mills Ranch, Creekridge, and the Downtown Addition.

Task 1 – Project Management

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

Task 1.1 – Project Management Meetings: Carollo will participate in bi-weekly project progress meetings via teleconference with key City Engineering and City staff to discuss project status, action items, and potential areas of concern.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

Task 1.3 – Project Coordination and Integration of Work Efforts: Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Collection System Master Plan.

Task 1.4 – Prepare Work Plan: The objective of this task is to develop a work plan for accomplishing the engineering tasks required to complete the Collection System Master Plan

and provide support to the City. Elements of this Work Plan will include developing a detailed project flow diagram and work schedule.

Carollo will prepare a work plan flow schematic that ties together the project schedule, anticipated results, workshops, work products, and engineering tasks Collections System Master Plan. Carollo will develop a schedule for the engineering tasks associated with the Collection System Master Plan, monitor progress on a bi-weekly basis, and update the schedule on a monthly basis.

Task 1.5 – Project Meetings: Carollo will participate in face-to-face project meetings as determined by the City to discuss project development issues, action items, and schedule.

Assumptions:

- It is anticipated that the project activities will last approximately six (6) months.
- Carollo's Project Manager and Project Engineer will attend the face-to-face Project Meetings or other coordination meetings.
- One (1) face-to-face Kick-Off Meeting with City staff.
- One (1) face-to-face Project Meeting with the project team has been budgeted.
- Bi-weekly conference calls (Project Management Meetings) will be held with the City. Twelve (12) bi-weekly progress meetings/conference calls have been budgeted.
- A total of six (6) Monthly Progress Reports will be prepared (including schedule updates).

Deliverables:

- Agendas and meeting minutes from all face-to-face meetings and conference calls including the Project Management Meetings, Kick-Off Meeting, Project Meetings and other coordination meetings.
- Monthly Project Management, Cost, and Schedule Control Reports.
- Collection System Master Plan project flow diagram.
- Collection System Master Plan project work schedule.

Task 2 – Data Collection and Background Review

Task 2.1 – Data Collection and Review: Carollo will collect and review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements.
- Relevant electronic maps extracted from the City's GIS.
- Utility (wastewater) GIS database and/or platt maps with service area boundaries.
- Improvement plans/as-built drawings for recent wastewater projects that may not be included in the City's GIS or Platt Maps.
- Design standards or design manuals for the wastewater systems.
- Pump station/lift station flow metering data and physical characteristics (invert elevations, wet well size, pump capacities, etc.).
- Recent construction unit costs for pipelines, pump stations, and other relevant infrastructure.
- Any available CCTV data from the sewer system.
- Pump/lift station maintenance records.

Task 3 – Wastewater Collection System Evaluation

Task 3.1 – Update Utility Mapping for Hydraulic Model: Electronic mapping will begin with utilizing the existing base map prepared by the City Engineer. Carollo, working with the City Engineer will confirm existing facilities in order to create the City's utility hydraulic model. ArcView (GIS) is the graphical environment that will be used for the mapping tasks. The electronically produced maps will be compatible and suitable for use in the City's future GIS.

Task 3.1.1 – Base/Land Use: The City's Base Map will be obtained from the City Engineer and edited in GIS for master planning purposes. The land use map will be used for area and coverage calculations.

Task 3.1.2 – Sewer Facilities: Carollo will use the City's existing GIS as the baseline for development of the electronic utility maps. Carollo will review the existing GIS files, and record drawings as well as conduct meetings with City staff to develop an understanding of the water and sewer system facilities. The GIS will form the basis for the sewer system hydraulic model.

Task 3.1.3 – Field Survey: Carollo will work with the City Engineer to obtain topographic survey of selected wastewater collection system facilities, particularly sewer pipeline invert elevations. This task is an as needed task should the review of the City's as-built drawings and plat maps reveal significant holes in the invert elevations required to construct the sewer system hydraulic model.

Task 3.1.4 – Field Visits: Carollo will conduct a 1-day field visit to gather additional information on the City's sewer system. Key City Engineer and City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems such as, sewer pipe surcharging, or capacity issues. This visits will also be used to verify connectivity issues identified and obtain a thorough understanding of the City's operating strategies and controls.

Task 3.2 – Design Standards and Planning Criteria

Task 3.2.1 – Sewer Flow Monitoring Program: As the first step in developing wastewater flows, an analysis of historical flow data from the wastewater treatment plant will be performed. The flow data will be compared to winter water production data, which can be used as a reasonable approximation of sanitary wastewater flows. Dry weather peaking factors will be determined.

Up to eight locations for temporary flow monitors will be identified. Considerations will include areas with known or suspected dry or wet weather capacity problems, as well as calibration needs for the hydraulic model of the trunk sewer system.

Carollo will retain the services of V&A Consulting Engineers to perform a temporary flow monitoring program for a period of 4 weeks at sites designated by City and Carollo staff. The flow monitoring equipment should include depth and velocity sensors.

Task 3.2.2 – Review Design Standards and Recommend Planning Criteria: This task defines the methodologies for evaluating the sewer systems for sizing the proposed improvements, and for developing the capital projects. Carollo will review the City's existing design standards for sewer collection, and recommend evaluation criteria to be used as part of the master plan evaluations.

Task 3.2.3 – Update Land Use Inventory and Projections: The City General Plan has defined land use categories. The land use categories and acreages will be used to determine acreage for current and buildout service area projections. This study will update the land use conditions to the most recently available general plan. It is assumed that the general plan land use data will

be obtained from the City's GIS. Population projections and growth rates will be revised accordingly. Anticipated changes to the City's current service area will be considered. Growth projections will be based on the Review Draft Housing Element (September 2015).

Task 3.2.4 – Establish Sewer Design Flow Criteria: The monitored flow data will be analyzed to determine dry weather base wastewater flows, per acre wastewater flow generation factors, dry weather peaking factors, and diurnal curves. Design flow criteria will be recommended and will consider consistency with unit water demands, the age, and condition of the sewers.

Task 3.2.5 – Establish Sewer Hydraulic Criteria: Criteria for pipe friction factors, minimum/maximum velocities, pump/lift station capacities and redundancies, allowable depth of surcharging, roughness coefficients for different piping materials, and other criteria governing the hydraulic adequacy of the sewer system will be developed as part of this task. This criteria will be used for the evaluation of the sewer system.

Task 3.2.6 – Wastewater Flow Projections: This task includes the development of sewer flow projections for the current City sewer service area. The City is currently in the process of updating its General Plan, and therefore it will be necessary to develop service area expansion scenarios to determine a range of sewer flows that may be expected based on growth and development scenarios. The scenarios will be based on the Review Draft Housing Element (September 2015). Carollo assumes that up to three growth scenarios will be developed as a means to develop the range of flow projections. The flow projections will be developed based on the development of wastewater generation factors and the peaking factors developed as part of other tasks. Other factors, such as future water conservation as defined in the 2010 and 2015 Urban Water Management Plans and wet weather infiltration and inflow (I/I) reduction, will be considered if appropriate/necessary.

Task 3.2.7 – Prepare Draft Flow Monitoring Report: The flow monitoring effort, described in a previous section, will be documented in a report that includes tabular and graphical representation of flow data. Three (3) hard copies and one electronic version of the Draft Flow Monitoring Report will be submitted to the City for review.

V&A/Carollo will finalize this report by incorporating the City's comments. City staff shall review and provide comments to Consultant in one consolidated written document. City comments will be incorporated into a Final Report that will be submitted to the City for their records.

Task 3.3 – Hydraulic Modeling, Systems Evaluations, and Operational Enhancements

Task 3.3.1 – Develop Hydraulic Model: Consultant will utilize the City's GIS data, as verified in a previous task to assemble the sewer system facility maps. The utility maps (GIS) will be used to develop the corresponding hydraulic model. The model and relevant data will be compatible with the City's current GIS software.

Task 3.3.2 – Calibrate Hydraulic Model: Carollo will calibrate the sewer model to the data collected as part of the flow monitoring program, as well as influent flow data from the treatment plant. The model will be calibrated to both dry and wet weather conditions for flow, velocity, and level at all the metering sites. The calibration will be based on the Wastewater Planners Users Group (WaPUG), model calibration standards. Carollo will present the model calibration to the City at a project meeting. Once calibration has been achieved, the systems can then be evaluated using the selected hydraulic models.

Task 3.3.3 – Evaluate Existing Systems: Following model calibration, the existing systems will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Special consideration will be given to those facilities in which known system deficiencies already exist, and/or have been targeted by the

City to be modified. The sewer system model will be run to simulate flows in the system under existing and build out scenarios. Model runs will be performed for peak flow conditions to determine the capacity deficiencies. Special considerations will be given to those facilities in which known system deficiencies already exist and/or have been targeted by City to be replaced.

Task 3.3.4 – Provide Recommendations for Systems Enhancements: Based on the hydraulic model evaluations, Carollo will make recommendations to mitigate the identified deficiencies in the existing sewer system. The deficiencies will be summarized and descriptions will be provided for each proposed improvement.

Task 3.3.5 – Provide Recommendations for Systems Expansion: Sewer facilities necessary for serving the future expansion areas will be identified and verified with hydraulic modeling. The facilities will be mapped electronically (GIS), and summarized in tables and exhibits for future reference. Project alternatives, when feasible, will be identified and discussed. Benefits for the selected preferred alternatives will be presented to City staff for approval.

Task 4 – Capital Projects

Task 4.1 – Capital Projects Prioritization: Improvements will be phased based on Near-Term, Mid-Period, and Long-Term. Near-Term improvements are needed within the next 5 years, Mid-Period improvements are needed between Near-Term and those needed for the ultimate developments within the Urban Growth Boundary of the General Plan (Long-Term). These improvements will be summarized, phased, and prioritized. The mid-period projects will be identified based on the expected development patterns and target growth areas identified by the City.

It should be noted that the proposed projects will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. Improvements will be prioritized based on severity of deficiency being corrected and timing of service to future users

Costs associated with each proposed improvement will be based on recommended unit costs approved by City staff.

Task 4.2 – Workshop No. 1 – Capital Project Summary: Workshop No. 1. Presents and discuss the draft version of Technical Memorandum No. 1 - Capital Improvement Program. The Draft TM will be submitted prior to the workshop, and the final TM will incorporate City comments and peer review comments discussed during the workshop.

Task 4.3 – Prepare Draft TM No. 1 – Capital Improvement Program: The Capital Improvement Program will incorporate City comments and peer review comments discussed during the workshop. Five hard copies and one electronic copy of the TM will be submitted to City staff for review.

Task 5 – Report Preparation and Adoption

This project will produce a single document that will be the main planning document for the City's collection system. The Collection System Master Plan will be a culmination of the individual TMs produced for the collection system evaluation, and will include:

- Design Standards, Planning Criteria, and Wastewater Flow Projections
- Flow Monitoring Report
- Facilities Evaluation and Recommended Improvements

- Capital Improvement Program TM

Task 5.1 – Prepare and Submit Draft Collection System Master Plan Report: A detailed report outline of the proposed Collection System Master Plan will be submitted to City staff for review and comment, prior to the completion of the Draft Report. The Executive Summary section will bring forward the most significant findings of the project. One electronic copy and three (3) hard copies of the document will be submitted to the City.

Task 5.2 – City Staff Review of Draft Collection System Master Plan Report: Following the submittal of the Draft Collection System Master Plan, City staff will review and provide written comments. Following the review period, Carollo will meet with City staff and review comments.

Task 5.3 – Prepare and Submit Final Collection System Master Plan Report: City comments on the Draft Collection System Master Plan document will be reviewed and incorporated into the final documents. One electronic copy and five (5) hard copies of each document will be submitted to the City.

Task 5.4 – Presentations to Council: A single presentation will be prepared by Carollo and delivered to the City Council at the completion of the final master plan document. The presentation will focus on the collection system. The collection system presentation will discuss the identified deficiencies, proposed improvements, and capital improvement program.

**City of King
Collection System Master Plan
(June 2016)**

Hours by Classification

Task Description	Hours by Classification						Total	Labor Fee	PECE	Other	Supp	Subs + 10%	Subs & Other Fees	Total Fee
	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technicians	Support Staff								
TASK 1 - Project Management														
Task 1.1 Project Management Meeting	8	8	4	4	0	2	26	\$5,680	\$304				\$0	\$5,984
Task 1.2 Project Management, Progress Reporting, Cost and Schedule Control	8	2	0	0	0	8	18	\$3,424	\$211				\$0	\$3,635
Task 1.3 Project Coordination and Integration of Work Efforts	4	4	7	2	4	4	20	\$3,064	\$234				\$0	\$3,298
Task 1.4 Prepare Work Plan	4	0	0	0	0	2	6	\$1,224	\$70				\$0	\$1,294
Task 1.5 Project Meetings	8	8	4	4	4	2	20	\$5,514	\$304	\$1,000			\$0	\$1,804
Task 1 - Sub Total	32	32	16	16	8	18	98	\$19,538	\$1,422	\$1,800	\$0	\$0	\$0	\$22,760
TASK 2 - Data Collection and Benchmarking Review														
Task 2.1 Data Collection and Review	0	2	4	8	4	0	18	\$3,112	\$211	\$0	\$0	\$0	\$0	\$3,323
Task 2 - Sub Total	0	2	4	8	4	0	18	\$3,112	\$211	\$0	\$0	\$0	\$0	\$3,300
TASK 3 - Water Utility System Evaluation														
Task 3.1 Update Utility Mapping for Hydraulic Model	2	8	16	36	60	4	126	\$18,022	\$1,474		\$24,000		\$0	\$20,000
Task 3.2 Design Standards and Planning Criteria	3	8	16	40	16	2	84	\$14,513	\$983				\$0	\$15,496
Task 3.3 Hydraulic Modeling, Systems Evaluations, and Operational Recommendations	8	16	24	40	24	12	162	\$27,806	\$1,895				\$0	\$29,701
Task 3 - Sub Total	13	32	56	156	100	18	372	\$60,341	\$4,352	\$0	\$24,000	\$0	\$0	\$88,693
TASK 4 - Capital Projects														
Task 4.1 Capital Projects Prioritization	4	16	24	40	16	8	104	\$18,784	\$1,217				\$0	\$19,991
Task 4.2 Workshop No. 1 - Capital Project Summary	8	8	8	16	8	8	50	\$10,128	\$655				\$0	\$10,783
Task 4.3 Prepare Draft TM No. 1 - Capital Improvement Program	4	16	24	24	8	8	84	\$15,572	\$983				\$0	\$16,555
Task 4 - Sub Total	16	40	56	80	32	20	244	\$44,484	\$2,855	\$0	\$0	\$0	\$0	\$47,300
TASK 5 - Report Preparation and Approval														
Task 5.1 Prepare and Submit Draft Master Plan Report	4	16	24	40	16	16	116	\$20,050	\$1,307	\$1,200			\$0	\$22,540
Task 5.2 City Staff Review of Draft Master Plan Report	7	4	0	0	0	4	12	\$2,432	\$140				\$0	\$2,572
Task 5.3 Prepare and Submit Final Master Plan Report	4	8	16	24	16	8	74	\$12,310	\$806	\$1,200			\$0	\$14,576
Task 5.4 Presentations to Council	8	4	0	0	0	2	14	\$3,290	\$104				\$0	\$3,414
Task 5 - Sub Total	19	32	40	64	32	30	216	\$38,082	\$2,327	\$2,400	\$0	\$0	\$0	\$43,200
TOTAL COSTS (Before Capital Work)														
Totals	76	128	168	314	176	86	946	\$167,258	\$11,068	\$3,900	\$24,000	\$26,400	\$41,368	\$208,600

Notes:
 1. Hourly rate based on 2016 Fee Schedule
 2. Other costs include Project Equipment Communication Expense (PECE) of \$11.7 per DL hour

**AGREEMENT
KING CITY, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the ___ day of _____, 2014, by and between KING CITY, a California municipal corporation (hereinafter referred to as "CITY"), and CAROLLO ENGINEERS (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional services for preparation of a Wastewater Facilities Plan and Wastewater Collection System Master Plan, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is a professional engineering firm with extensive experience in preparing design of wastewater projects; and

WHEREAS, this Agreement will be administered for CITY by its City Engineer (hereinafter referred to as "Administrator") or his designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. CONSULTANT shall make all necessary arrangements and coordinate efforts with the specific school districts to perform these services.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30, 2017, subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be \$49,646.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are appropriately and currently licensed and skilled in the activities described in Exhibit A and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement. CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reimbursement of reasonable attorney's fees and litigation expenses) that to the extent that such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each

subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. **Insurance.** Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect liability and errors and omissions insurance and all other insurance required by State law and as required by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(a) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(b) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(c) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation.

(a) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(b) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(e) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 9 shall survive expiration or termination of this Agreement.

10. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 10(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

11. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

12. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

14. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance with Applicable Laws. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Monterey, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written,

KING CITY

CONSULTANT

Steven Adams, City Manager

ATTEST:

Erica Soune, Deputy City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

CITY OF KING
WASTEWATER TREATMENT PLANT FACILITIES PLAN UPDATE
SCOPE OF WORK
June 23, 2016

This Scope of Work includes the preparation of an update to the City of King's (City's) Wastewater Facilities Plan (Facilities Plan). The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

Background

The City of King (City) completed a Wastewater Facilities Plan in 2004 (Carollo, 2004). The plan evaluated several alternatives for upgrade of the existing treatment facilities at the City's existing wastewater treatment plant (WWTP). These alternatives ranged from continued use of the existing aerated and facultative ponds (lagoons) to tertiary treatment necessary to produce unrestricted reuse quality effluent in accordance with Title 22 requirements. The ultimate recommendation of this study was for the City to maintain the current lagoon treatment process.

The City developed an update to the original facilities plan in 2013 with preparation of the Wastewater Master Plan (Boyle, 2007). This report also evaluated alternatives for upgrade of the treatment processes that included aerated ponds, Biolac®, activated sludge, and oxidation ditch. The report was never completed, but the initial recommendation was to convert the existing lagoons to a Biolac® system.

In 2010, the City contracted with Carollo to design improvements necessary to increase the capacity of the WWTP from 1.2 million gallons per day (mgd) to 1.5 mgd. These improvements including deepening the existing Pond 1A and 1B from a depth of five to ten feet and the installation of floating aerators.

In response to California's drought, anticipated stricter discharge requirements, and the desire to sell City-owned land adjacent to the WWTP, the City is moving forward with design construction of a new tertiary treatment facility. The Facilities Plan update is a critical first step for this project, and will answer the following key questions for the City:

- **Design Capacity and Phasing.** The development plans for the City have changed significantly since the Wastewater Facilities Plan was completed in 2004 and later updated in 2007. One of the first tasks in the updated to the Facilities Plan will be to analyze the recently updated Housing Elements for the City's General Plan to determine the WWTP's future design capacity. While the existing flow to the WWTP is approximately 800,000 gallons per day (gpd), the WWTP could receive flows to 3 mgd when the community reaches build-out. The Facilities Plan will include development of a phasing plan to ensure the City builds a WWTP now with the proper design capacity now.
- **Treatment Technology Selection.** The previous iterations of the Facilities Plan evaluated more than a dozen technologies (including secondary treatment, filtration, disinfection, and biosolids stabilization/dewatering). While the City desires to move forward with a facility that produces Title 22 unrestricted reuse quality effluent, there are

still options that should be evaluated for these different processes. These alternatives will be evaluated using both economic (capital and life-cycle costs) and non-economic criteria (i.e., operability, energy usage, etc.) to ensure the City's new WWTP is minimizes impacts to ratepayers while still meeting the City's long-term goals.

- **Reuse and Disposal Planning.** While many of the lagoons that are currently used for wastewater treatment will not be needed when the new WWTP is completed, several ponds may need to be retained to provide storage during the wet season when recycled water demands are low. Also, the recycled water demands for the City's park and new developments do not have sufficient demand to take all of the water produced by the WWTP. The future reuse and disposal strategy for the City will likely include a combination of the existing sprayfields, onsite storage, in-town recycled water use (i.e., urban irrigation), and agricultural irrigation. The Facilities Plan will evaluate effluent disposal and reuse alternatives and recommend the most cost effective option for the City to pursue. In doing so, the Facilities Plan will also definitively support the City's decision to sell land adjacent to the existing WWTP.
- **Financing and Environmental Support.** The City is interested in pursuing numerous funding sources for the new WWTP project including State Revolving Fund (SRF) and USDA Rural Utilities Development (RUD). Many of these funding sources require an Engineering Report as part of the application. The Facilities Plan will be structured in such a way that it satisfies the requirements for the Engineering Report. Often development of the environmental or California Environmental Quality Act (CEQA) document is on the critical path for a project. The Facilities Plan will be developed so it can be used to develop a project description for the CEQA consultant.

Task 1 – Project Management

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

Task 1.1 – Project Management Meetings: Carollo will participate in bi-weekly project progress meetings via teleconference with key City staff to discuss project status, action items, and potential areas of concern.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

Task 1.3 – Project Coordination and Integration of Work Efforts: Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Facilities Plan.

Task 1.4 – Prepare Work Plan: The objective of this task is to develop a work plan for accomplishing the engineering tasks required to complete the Facilities Plan and provide support to the City. Elements of this Work Plan will include developing a detailed project flow diagram and work schedule.

Carollo will prepare a work plan flow schematic that ties together the project schedule, anticipated results, workshops, work products, and engineering tasks for the Facilities Plan. Carollo will develop a schedule for the engineering tasks associated with the Facilities Plan, monitor progress on a bi-weekly basis, and update the schedule on a monthly basis.

Task 1.5 – Project Meetings: Carollo will participate in face-to-face project meetings as determined by the City to discuss project development issues, action items, and schedule.

Assumptions:

- It is anticipated that the project activities will last approximately six (6) months.
- Carollo's Project Manager and Project Engineer will attend the face-to-face Kick-Off Meeting, Project Meetings, and other coordination meetings.
- Carollo's Project Manager and Project Engineer will participate in the bi-weekly Project Management Meetings (conference calls).
- One (1) face-to-face Kick-Off Meeting with City staff.
- Two (2) face-to-face Project Meetings with the project team have been budgeted.
- Bi-weekly conference calls (Project Management Meetings) will be held with the City. Twelve (12) bi-weekly progress meetings/conference calls have been budgeted.
- A total of six (6) Monthly Progress Reports will be prepared (including schedule updates).

Deliverables:

- Agendas and meeting minutes from all face-to-face meetings and conference calls including the Project Management Meetings, Kick-Off Meeting, Project Meetings and other coordination meetings.
- Monthly Project Management, Cost, and Schedule Control Reports.
- Facilities Plan project flow diagram.
- Facilities Plan project work schedule.

Task 2 - Data Collection and Background Review

Task 2.1 - Data Collection and Review: Carollo will collect and review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements.
- Design standards or design manuals for the wastewater systems.
- Monthly and daily sewer flow measurements at the wastewater treatment plant for the past 5 years.
- Hourly flow measurement at the wastewater treatment plant for the past 18 months (if available).

Task 3 – Wastewater Treatment Plant Evaluation

The objective of this task is to prepare the WWTP evaluation for construction of a new WWTP located at the existing plant location.

The WWTP evaluation will be delivered via a series of technical memoranda (TMs) paired with workshops facilitated by Carollo with key City staff. These TMs include the following:

- Current and Future Regulatory Requirements TM
- Flows and Loads TM
- Effluent Reuse and Disposal TM
- Treatment Alternatives Analysis TM

Task 3.1 – Perform Analysis of Current and Future Regulatory Requirements

Carollo will review the regulatory requirements and policies that need to be addressed in the WWTP evaluation. In addition to a review of current regulatory requirements, Carollo will identify, describe, and summarize applicable new and future regulatory issues or policies being developed by the State Water Board or the State Legislature. Effluent and biosolids regulations vary based on the intended reuse or disposal method. This analysis is intended to provide a broad perspective by summarizing the regulatory requirements for the following reuse or disposal scenarios:

- Effluent:
 - Land-based disposal (i.e., sprayfields)
 - Agricultural irrigation (all applicable qualities)
 - Urban irrigation (i.e., unrestricted tertiary)
 - Indirect potable reuse
 - Direct potable reuse
- Biosolids:
 - Offsite disposal (i.e., unclassified, Class B, and Class A)
 - On-site treatment (i.e., Class A such as drying)
- Air Quality

These scenarios will be developed and described to bracket the range of future regulatory requirements, and will be used as the basis for assessing the viability of both unit processes and integrated treatment system alternatives during the rough and final screening analyses.

Assumptions:

- Three (3) draft and three (3) final copies of the Regulatory Requirements TM will be submitted.

Deliverables:

- Technical memorandum, which outlines the regulatory requirements that will be used in future alternatives analyses.

Task 3.2 – Perform Flows and Loads Analysis: Carollo will perform a flows and loads analysis based on a review of existing data, the City's most updated General Plan Housing Element, and anticipated results from the current update to the General Plan. New development areas that will impact the capacity of the WWTP include:

- Mills Ranch
- Creekbridge
- Downtown Addition

The primary focus of this analysis will be to develop peaking factors and critical loading criteria for the proposed process evaluations and sizing of the new facilities. Carollo will compare the resulting loadings and peaking factors with generally accepted industry values. Carollo will host a workshop to discuss the flows and loads estimates with key City staff.

Assumptions:

- One (1) flows and loads workshop has been budgeted.
- Three (3) draft and three (3) final copies of the Flows and Loads TM will be submitted.

Deliverables:

- Technical memorandum, which outlines the flows and loadings criteria that will be used to evaluate effluent reuse and disposal and treatment alternatives.
- Preparation, attendance, and summary meeting minutes from the Flows and Loads Workshop.

Task 3.3 – Perform Evaluation of Treatment Alternatives

Task 3.3.1 – Review Effluent Reuse/Disposal Methods: Based on the current and anticipated, future regulatory landscape, and recent State policies regarding the drought, SGMA, and salt and nutrient management planning, Carollo will evaluate effluent reuse and disposal alternatives for seasonal land disposal (i.e., sprayfields), indirect and direct potable reuse, urban irrigation, and agricultural irrigation. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates. It is likely that multiple reuse and/or disposal options will be incorporated into the WWTP in order to develop a diverse economic and sustainable reuse program.

It is possible that seasonal storage/disposal will be a part of some alternatives. Where this is the case, Carollo will identify requirements, calculate mass balances, and develop conceptual-level storage facility configurations. For each alternative Carollo will complete a preliminary hydraulic analysis to ensure suitable hydraulic performance and assess the requirements for effluent pumping. The evaluation, including cost estimates, will be documented in an Effluent Reuse and Disposal TM.

Carollo will hold a single workshop with key City staff to present the results of the detailed evaluation of effluent reuse and disposal alternatives developed as a part of this task.

Task 3.3.2 – Review Treatment Technologies: Based on the anticipated flows and loads, current and future regulatory requirements, and identified viable effluent disposal and reuse alternatives, Carollo will develop treatment alternatives to Title 22 unrestricted reuse quality effluent.

Carollo will evaluate the engineering aspects of up to three (3) primary (if applicable), secondary, and tertiary treatment process configurations. The evaluation will include the development of design criteria and process sizing, and will also consider the reliability, ease of operation and maintenance, scalability to growth, geographical footprint, ease of obtaining permits, and environmental impacts of each of the process configuration alternatives. Carollo will prepare capital cost estimates for initial investment and repair/replacement, and annual operation and maintenance cost estimates for the various alternatives. Carollo will also provide preliminary layouts of the project components, including conceptual site plans. The evaluation, including cost estimates, will be documented in a Treatment Alternatives Analysis TM.

Carollo will hold a single workshop with key City staff to present the results of the detailed evaluation developed as a part of this task. Conceptual level site plans and cost estimates will be presented so that the City can provide direction for moving forward.

Task 3.3.3 – Review Disinfection: Carollo will develop alternatives for disinfection including using sodium hypochlorite and ultraviolet disinfection. Carollo will prepare conceptual-level design criteria, layouts, capital, and operating cost estimates.

Task 3.3.4 – Review Solids Handling: Carollo will review and evaluate solids handling requirements consistent with the unit treatment process alternatives previously developed. Alternatives for ultimate use or disposal will include hauling biosolids off-site as well as on-site handling concepts via thermal and solar drying. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates

Task 3.3.5 – Preparation of Project Cost Estimates: Carollo will prepare an estimate of probable cost for the alternative projects (treatment and solids disposal methods and effluent reuse/disposal), including establishing allowances for indirect costs such as escalation to the midpoint of the project construction. Carollo will establish design allowances for contingency, environmental mitigation, land acquisition, legal, and other costs associated with the project. Operations and maintenance costs and project alternative life cycle costs for equipment and facilities repairs and replacements will also be developed.

Task 3.3.6 – Preparation of the Treatment Alternatives Analysis TM: Carollo will prepare a Treatment Alternatives Analysis TM for review and approval by the City. The TM will be prepared in a format that is easily adaptable to SRF and other funding source requirements. The Treatment Alternatives Analysis TM will build on the information presented in the previous tasks. The report will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Regulatory requirements
- Design flow and load criteria
- Recommended unit process alternatives
- Identification of process alternatives for analysis
- Recommended process alternatives
- Environmental and permitting considerations
- Cost considerations
- Appendices

Task 3.3.7 – Conduct Treatment Alternatives Analysis Workshop: Following delivery of the Treatment Alternatives Analysis TM, Carollo will conduct a workshop with key City staff to identify the final recommended project.

Assumptions:

- WWTP project configurations will be developed based on discussion and input from City staff.
- A final recommended project will be identified as a result of the Treatment Alternatives Analysis TM. The selection of the recommended project will be confirmed in a workshop setting by City staff.
- Project cost estimates that result from this task will be prepared in a format to support the SRF loan application, and other funding option requirements.
- Two (2) Treatment Alternatives Analysis workshops have been budgeted.
- Three (3) draft and three (3) final copies of the Effluent Reuse and Disposal TM will be submitted.
- Three (3) draft and three (3) final copies of the Treatment Alternatives Analysis TM will be submitted.

Deliverables:

- Treatment Alternatives Analysis TM
- Effluent Reuse and Disposal TM

Task 4 – Report Preparation and Adoption

This project will produce a single document that will be the main planning document for the City's WWTP project. The Facilities Plan will be a culmination of the individual TMs produced for the WWTP evaluation, and will include:

- Flows and Loads Analysis TM
- Regulatory Requirements TM
- Siting Analysis TM
- Treatment Alternatives Analysis TM

Task 4.1 – Prepare and Submit Draft Facilities Plan Report: A detailed report outline of the proposed Facilities Plan will be submitted to City staff for review and comment, prior to the completion of the Draft Facilities. The Executive Summary section will bring forward the most significant findings of the project. One electronic copy and three (3) hard copies of the document will be submitted to the City.

Task 4.2 – City Staff Review of Draft Facilities Plan Report: Following the submittal of the Draft Facilities Plan, City staff will review and provide written comments. Following the review period, the Carollo will meet with City staff and review comments.

Task 4.3 – Prepare and Submit Final Facilities Plan Report: City comments on the Draft Facilities Plan will be reviewed and incorporated into the final documents. One electronic copy and five (5) hard copies of each document will be submitted to the City.

Task 4.4 – Presentation to Council: A single presentation will be prepared by Carollo and delivered to the City Council at the completion of the Final Facilities Plan document. The presentation will discuss the future effluent reuse and disposal strategy and the selected technologies for upgrade of the existing WWTP.

CITY OF KING
COLLECTION SYSTEM MASTER PLAN UPDATE
SCOPE OF WORK

June 23, 2016

This scope of work includes the preparation of the Collection System Master Plan (Master Plan). The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

Background

The City of King (City) completed a Sewer System Master Plan in 1992 (Carollo, 1992). The report was prepared to inventory the existing sewers and identify the improvements needed to accommodate future growth. The plan identified in the report was flexible and did not identify the order and/or timing of planned improvements.

The Wastewater Facilities Plan (Carollo, 2004) and Sewer System Master Plan (Carollo, 1992) were updated by the Wastewater Master Plan (Boyle, 2007). While this report was never finalized, it did include the creation of a Sewer CAD model and a capacity evaluation. As a result of this analysis, a number of improvements were identified along with the cost to implement these improvements. The report indicates that the City's sewer system had been input into a geographic information system (GIS), which was used to create the hydraulic model.

The City will begin a rate analysis in the near future. In order to start that process, they need to develop a comprehensive capital improvements plan (CIP) for their sewer system. This CIP must include not only the cost for construction of a new tertiary wastewater treatment plant (WWTP), but also the improvements to the collection system necessary to support new planned development including Mills Ranch, Creekbidge, and the Downtown Addition.

Task 1 – Project Management

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

Task 1.1 – Project Management Meetings: Carollo will participate in bi-weekly project progress meetings via teleconference with key City Engineering and City staff to discuss project status, action items, and potential areas of concern.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

Task 1.3 – Project Coordination and Integration of Work Efforts: Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Collection System Master Plan.

Task 1.4 – Prepare Work Plan: The objective of this task is to develop a work plan for accomplishing the engineering tasks required to complete the Collection System Master Plan

and provide support to the City. Elements of this Work Plan will include developing a detailed project flow diagram and work schedule.

Carollo will prepare a work plan flow schematic that ties together the project schedule, anticipated results, workshops, work products, and engineering tasks Collections System Master Plan. Carollo will develop a schedule for the engineering tasks associated with the Collection System Master Plan, monitor progress on a bi-weekly basis, and update the schedule on a monthly basis.

Task 1.5 – Project Meetings: Carollo will participate in face-to-face project meetings as determined by the City to discuss project development issues, action items, and schedule.

Assumptions:

- It is anticipated that the project activities will last approximately six (6) months.
- Carollo's Project Manager and Project Engineer will attend the face-to-face Project Meetings or other coordination meetings.
- One (1) face-to-face Kick-Off Meeting with City staff.
- One (1) face-to-face Project Meeting with the project team has been budgeted.
- Bi-weekly conference calls (Project Management Meetings) will be held with the City. Twelve (12) bi-weekly progress meetings/conference calls have been budgeted.
- A total of six (6) Monthly Progress Reports will be prepared (including schedule updates).

Deliverables:

- Agendas and meeting minutes from all face-to-face meetings and conference calls including the Project Management Meetings, Kick-Off Meeting, Project Meetings and other coordination meetings.
- Monthly Project Management, Cost, and Schedule Control Reports.
- Collection System Master Plan project flow diagram.
- Collection System Master Plan project work schedule.

Task 2 – Data Collection and Background Review

Task 2.1 – Data Collection and Review: Carollo will collect and review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements.
- Relevant electronic maps extracted from the City's GIS.
- Utility (wastewater) GIS database and/or platt maps with service area boundaries.
- Improvement plans/as-built drawings for recent wastewater projects that may not be included in the City's GIS or Platt Maps.
- Design standards or design manuals for the wastewater systems.
- Pump station/lift station flow metering data and physical characteristics (invert elevations, wet well size, pump capacities, etc.).
- Recent construction unit costs for pipelines, pump stations, and other relevant infrastructure.
- Any available CCTV data from the sewer system.
- Pump/lift station maintenance records.

Task 3 – Wastewater Collection System Evaluation

Task 3.1 – Update Utility Mapping for Hydraulic Model: Electronic mapping will begin with utilizing the existing base map prepared by the City Engineer. Carollo, working with the City Engineer will confirm existing facilities in order to create the City's utility hydraulic model. ArcView (GIS) is the graphical environment that will be used for the mapping tasks. The electronically produced maps will be compatible and suitable for use in the City's future GIS.

Task 3.1.1 – Base/Land Use: The City's Base Map will be obtained from the City Engineer and edited in GIS for master planning purposes. The land use map will be used for area and coverage calculations.

Task 3.1.2 – Sewer Facilities: Carollo will use the City's existing GIS as the baseline for development of the electronic utility maps. Carollo will review the existing GIS files, and record drawings as well as conduct meetings with City staff to develop an understanding of the water and sewer system facilities. The GIS will form the basis for the sewer system hydraulic model.

Task 3.1.3 – Field Survey: Carollo will work with the City Engineer to obtain topographic survey of selected wastewater collection system facilities, particularly sewer pipeline invert elevations. This task is an as needed task should the review of the City's as-built drawings and plat maps reveal significant holes in the invert elevations required to construct the sewer system hydraulic model.

Task 3.1.4 – Field Visits: Carollo will conduct a 1-day field visit to gather additional information on the City's sewer system. Key City Engineer and City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems such as, sewer pipe surcharging, or capacity issues. This visits will also be used to verify connectivity issues identified and obtain a thorough understanding of the City's operating strategies and controls.

Task 3.2 – Design Standards and Planning Criteria

Task 3.2.1 – Sewer Flow Monitoring Program: As the first step in developing wastewater flows, an analysis of historical flow data from the wastewater treatment plant will be performed. The flow data will be compared to winter water production data, which can be used as a reasonable approximation of sanitary wastewater flows. Dry weather peaking factors will be determined.

Up to eight locations for temporary flow monitors will be identified. Considerations will include areas with known or suspected dry or wet weather capacity problems, as well as calibration needs for the hydraulic model of the trunk sewer system.

Carollo will retain the services of V&A Consulting Engineers to perform a temporary flow monitoring program for a period of 4 weeks at sites designated by City and Carollo staff. The flow monitoring equipment should include depth and velocity sensors.

Task 3.2.2 – Review Design Standards and Recommend Planning Criteria: This task defines the methodologies for evaluating the sewer systems for sizing the proposed improvements, and for developing the capital projects. Carollo will review the City's existing design standards for sewer collection, and recommend evaluation criteria to be used as part of the master plan evaluations.

Task 3.2.3 – Update Land Use Inventory and Projections: The City General Plan has defined land use categories. The land use categories and acreages will be used to determine acreage for current and buildout service area projections. This study will update the land use conditions to the most recently available general plan. It is assumed that the general plan land use data will

be obtained from the City's GIS. Population projections and growth rates will be revised accordingly. Anticipated changes to the City's current service area will be considered. Growth projections will be based on the Review Draft Housing Element (September 2015).

Task 3.2.4 – Establish Sewer Design Flow Criteria: The monitored flow data will be analyzed to determine dry weather base wastewater flows, per acre wastewater flow generation factors, dry weather peaking factors, and diurnal curves. Design flow criteria will be recommended and will consider consistency with unit water demands, the age, and condition of the sewers.

Task 3.2.5 – Establish Sewer Hydraulic Criteria: Criteria for pipe friction factors, minimum/maximum velocities, pump/lift station capacities and redundancies, allowable depth of surcharging, roughness coefficients for different piping materials, and other criteria governing the hydraulic adequacy of the sewer system will be developed as part of this task. This criteria will be used for the evaluation of the sewer system.

Task 3.2.6 – Wastewater Flow Projections: This task includes the development of sewer flow projections for the current City sewer service area. The City is currently in the process of updating its General Plan, and therefore it will be necessary to develop service area expansion scenarios to determine a range of sewer flows that may be expected based on growth and development scenarios. The scenarios will be based on the Review Draft Housing Element (September 2015). Carollo assumes that up to three growth scenarios will be developed as a means to develop the range of flow projections. The flow projections will be developed based on the development of wastewater generation factors and the peaking factors developed as part of other tasks. Other factors, such as future water conservation as defined in the 2010 and 2015 Urban Water Management Plans and wet weather infiltration and inflow (I/I) reduction, will be considered if appropriate/necessary.

Task 3.2.7 – Prepare Draft Flow Monitoring Report: The flow monitoring effort, described in a previous section, will be documented in a report that includes tabular and graphical representation of flow data. Three (3) hard copies and one electronic version of the Draft Flow Monitoring Report will be submitted to the City for review.

V&A/Carollo will finalize this report by incorporating the City's comments. City staff shall review and provide comments to Consultant in one consolidated written document. City comments will be incorporated into a Final Report that will be submitted to the City for their records.

Task 3.3 – Hydraulic Modeling, Systems Evaluations, and Operational Enhancements

Task 3.3.1 – Develop Hydraulic Model: Consultant will utilize the City's GIS data, as verified in a previous task to assemble the sewer system facility maps. The utility maps (GIS) will be used to develop the corresponding hydraulic model. The model and relevant data will be compatible with the City's current GIS software.

Task 3.3.2 – Calibrate Hydraulic Model: Carollo will calibrate the sewer model to the data collected as part of the flow monitoring program, as well as influent flow data from the treatment plant. The model will be calibrated to both dry and wet weather conditions for flow, velocity, and level at all the metering sites. The calibration will be based on the Wastewater Planners Users Group (WaPUG), model calibration standards. Carollo will present the model calibration to the City at a project meeting. Once calibration has been achieved, the systems can then be evaluated using the selected hydraulic models.

Task 3.3.3 – Evaluate Existing Systems: Following model calibration, the existing systems will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Special consideration will be given to those facilities in which known system deficiencies already exist, and/or have been targeted by the

City to be modified. The sewer system model will be run to simulate flows in the system under existing and build out scenarios. Model runs will be performed for peak flow conditions to determine the capacity deficiencies. Special considerations will be given to those facilities in which known system deficiencies already exist and/or have been targeted by City to be replaced.

Task 3.3.4 – Provide Recommendations for Systems Enhancements: Based on the hydraulic model evaluations, Carollo will make recommendations to mitigate the identified deficiencies in the existing sewer system. The deficiencies will be summarized and descriptions will be provided for each proposed improvement.

Task 3.3.5 – Provide Recommendations for Systems Expansion: Sewer facilities necessary for serving the future expansion areas will be identified and verified with hydraulic modeling. The facilities will be mapped electronically (GIS), and summarized in tables and exhibits for future reference. Project alternatives, when feasible, will be identified and discussed. Benefits for the selected preferred alternatives will be presented to City staff for approval.

Task 4 – Capital Projects

Task 4.1 – Capital Projects Prioritization: Improvements will be phased based on Near-Term, Mid-Period, and Long-Term. Near-Term improvements are needed within the next 5 years, Mid-Period improvements are needed between Near-Term and those needed for the ultimate developments within the Urban Growth Boundary of the General Plan (Long-Term). These improvements will be summarized, phased, and prioritized. The mid-period projects will be identified based on the expected development patterns and target growth areas identified by the City.

It should be noted that the proposed projects will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. Improvements will be prioritized based on severity of deficiency being corrected and timing of service to future users

Costs associated with each proposed improvement will be based on recommended unit costs approved by City staff.

Task 4.2 – Workshop No. 1 – Capital Project Summary: Workshop No. 1. Presents and discuss the draft version of Technical Memorandum No. 1 - Capital Improvement Program. The Draft TM will be submitted prior to the workshop, and the final TM will incorporate City comments and peer review comments discussed during the workshop.

Task 4.3 – Prepare Draft TM No. 1 – Capital Improvement Program: The Capital Improvement Program will incorporate City comments and peer review comments discussed during the workshop. Five hard copies and one electronic copy of the TM will be submitted to City staff for review.

Task 5 – Report Preparation and Adoption

This project will produce a single document that will be the main planning document for the City's collection system. The Collection System Master Plan will be a culmination of the individual TMs produced for the collection system evaluation, and will include:

- Design Standards, Planning Criteria, and Wastewater Flow Projections
- Flow Monitoring Report
- Facilities Evaluation and Recommended Improvements

- Capital Improvement Program TM

Task 5.1 – Prepare and Submit Draft Collection System Master Plan Report: A detailed report outline of the proposed Collection System Master Plan will be submitted to City staff for review and comment, prior to the completion of the Draft Report. The Executive Summary section will bring forward the most significant findings of the project. One electronic copy and three (3) hard copies of the document will be submitted to the City.

Task 5.2 – City Staff Review of Draft Collection System Master Plan Report: Following the submittal of the Draft Collection System Master Plan, City staff will review and provide written comments. Following the review period, Carollo will meet with City staff and review comments.

Task 5.3 – Prepare and Submit Final Collection System Master Plan Report: City comments on the Draft Collection System Master Plan document will be reviewed and incorporated into the final documents. One electronic copy and five (5) hard copies of each document will be submitted to the City.

Task 5.4 – Presentations to Council: A single presentation will be prepared by Carollo and delivered to the City Council at the completion of the final master plan document. The presentation will focus on the collection system. The collection system presentation will discuss the identified deficiencies, proposed improvements, and capital improvement program.



Item No. **9 (I)**

REPORT TO THE CITY COUNCIL

DATE: AUGUST 9, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF MONTEREY PENINSULA FOUNDATION
GRANT APPLICATION FOR CITYWIDE POLICE SECURITY
CAMERA SYSTEM**

RECOMMENDATION:

It is recommended the City Council: 1) approve submittal of a grant application for \$30,000 for a citywide police security camera system; and 2) authorize the Mayor and City Manager to sign the grant application on behalf of the City.

BACKGROUND:

Staff is identifying grant opportunities to generate revenue for development of a citywide police security camera system. One of the potential funding programs identified that the project might be eligible for is the Monterey Peninsula Foundation. The Monterey Peninsula Foundation is a nonprofit organization that stages two major golf tournaments: the AT&T Pebble Beach Pro-Am on the PGA Tour and the Nature Valley First Tee Open at Pebble Beach on the Champions Tour. Proceeds are then dispersed from these two events to local charities.

DISCUSSION:

The grant application requires signature by both the staff member responsible for the application and a board member authorized by the board, which in the City's case, is the City Council. Therefore, City Council approval is necessary prior to submitting the grant application.

**CITY COUNCIL
CONSIDERATION OF MONTEREY PENINSULA FOUNDATION GRANT
APPLICATION FOR CITYWIDE POLICE SECURITY CAMERA SYSTEM
AUGUST 9, 2016
PAGE 2 OF 2**

COST ANALYSIS:

The total cost of the proposed citywide police security camera system is \$200,000. The Annual Budget includes \$75,000 and approximately \$45,000 has been raised thus far from grants. Therefore, the City is approximately \$80,000 from meeting the goal of fully funding the project. There are no local matching requirements or costs to the City for this grant.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Approve submitting the grant application;
- 2) Do not approve submitting the grant application; or
- 3) Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager