



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

TUESDAY, AUGUST 25, 2015

Closed Session 4:00 PM
212 S. Vanderhurst Ave.
King City, California, 93930

City Council Meeting 6:00 PM
King City Arts Magnet School
Auditorium
415 Pearl St, King City California

****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.*

- **CALL TO ORDER**
- **FLAG SALUTE**
- **ROLL CALL:** Council Members Darlene Acosta, Belinda Hendrickson, Mike LeBarre, Mayor Pro Temp. Karen Jernigan, and Mayor Robert Cullen
 - **CLOSED SESSION ANNOUNCEMENTS**
- **AGENDA REVIEW**
- **CEREMONIAL CALENDAR**
- **PRESENTATIONS**
- **PUBLIC COMMUNICATIONS**

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.
- **COUNCIL COMMUNICATIONS**

This item gives individual Council Members the opportunity to seek consensus for scheduling a specific item on a future agenda, authorizing staff time to provide background information and prepare a staff report for a future agenda, or to comment on Council business, City operations, projects or other items of community interest.

- **CITY STAFF REPORTS AND COMMENTS**

- 1. **SUCCESSOR AGENCY CONSENT ITEMS**

- A. Successor Agency Monthly Treasurer Report-July 2015
Recommendation: Approve and File
- B. Successor Agency Monthly Treasurer Report-July 2015
Recommendation: Approve and File

- 2. **CONSENT AGENDA**

- A. City Council Meeting Minutes- August 11, 2015
Recommendation: Approve and File
- B. Monthly Treasurer's Report- July 2015
Recommendation: Approve and File
- C. Monthly Check Register- July 2015
Recommendation: Approve and File
- D. Award of IT Contract to Alvarez Technologies
Recommendation: Approve and File

- 3. **PUBLIC HEARING**

- A. Consideration of Contract with Opterra for Solar Energy Infrastructure

- 4. **REGULAR BUSINESS**

- A. Discussion and presentation on District Elections.
Recommendation: Council receive presentation from Dough Johnson of National Demographics regarding District Elections issues and laws as they apply to City of King.
- B. Discussion and possible action regarding California Water Service proposed water rate increase.
Recommendation: Council to authorize a letter in support of the consolidated rates
- C. Discussion and possible action regarding Strategic Planning
Recommendation: Approve Proposal from Marilyn Snider

CITY COUNCIL CLOSED SESSION

- 1. Existing Litigation:
Gov. Code Section: 54956.9(d)
Garcia vs. City of King et al.
- 2. Conference with Labor Negotiators
Agency representatives: Ed Zappia, Michael Powers
Employee Organizations: KCPOA, KCPSA, KCCEA, SEIU
- 3. Conference with Legal Counsel- Anticipated Litigation
Gov. Code Section 54956.9(b): (1) cases
- 4. Public Employee Evaluation Gov. Code Section 54597(b)(1)
Position City Attorney
- 5. Conference with Legal Counsel- Anticipated Litigation
Gov. Code Section 54956.9(b):1 Case (Orenich, T.)

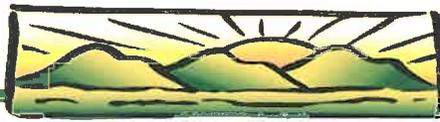
- **ADJOURNMENT**

* * * * *

Upcoming Meetings

Please note: City Hall will be closed September 7, 2015 in observance of Labor Day.

August 25 th	6:00 pm	Successor Agency/City Council
September 1 st	6:00 p.m.	Planning Commission
September 14	5:00 pm	Airport Advisory Committee
September 15	6:00 p.m.	Planning Commission
September 8	5:00 pm	Successor Agency/City Council
September 21	5:00 pm	Recreation Committee
September 22	6:00 pm	Successor Agency
October 6	6:00 pm	Planning Commission
October 12	5:00 pm	Airport Advisory Committee
October 20	6:00 pm	Planning Commission
October 21	5:00	Recreation Committee



KING CITY
CALIFORNIA

Proclamation

Honoring

ROGER AND CHERYLL HILL

AUGUST 25, 2015

WHEREAS, Coaches Roger and Cheryll Hill have coached the King City High School Swim Team and Monterey Bay Swim Club for over 20 years; and

WHEREAS, Coaches Roger and Cheryll provide a social and competitive swimming program for local swimmers. They have coached thousands of children as young as six through high school. All the while promoting excellence, individual performance and personal improvement with nurturing words and kind encouragement; and

WHEREAS, the King City High School Swim Team and Monterey Bay Swim Club have increased participation numbers and are at maximum capacity; and

WHEREAS, the Hills have selflessly dedicated more than two decades of countless volunteer hours to our communities youth. They serve as exceptional role models and the lessons they teach at the pool – pride, spirit and self-confidence helps develop children into capable young adults and future leaders;

NOW THEREFORE, BE IT PROCLAIMED that the City of King City is proud to honor and sincerely thank Roger and Cheryll Hill for their dedication and devotion and their continuous leadership to the youth of King City.

Robert Cullen
Mayor

Karen Jernigan
Mayor Pro Tem

Mike LeBarre
Council member

Darlene Acosta
Council member

Belinda Hendrickson
Council member



Item 1(A)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 11, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT - JUNE 2015

RECOMMENDATION

Receive and File

EXECUTIVE SUMMARY

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

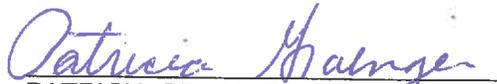
The California Government Code authorizes and regulates the investment of local agency (city and county) funds, including successor agencies. The Successor Agency invests its bond proceeds in US Treasury obligations. All bond reserve funds are held by one bond trustee, U.S. Bank, and invested in accordance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

FISCAL IMPACT

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

EXHIBIT (1) Investment Report

Prepared by:


PATRICIA GRAINGER, ACCOUNTANT

Approved by:


MICHAEL POWERS, CITY MANAGER

City of King
Investment Report
Schedule of Cash and Investments
June 30, 2015

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	Checking Account		339,019.66	On Demand	N/R
Invested by City Treasurer (Subtotal):			339,019.66		
Invested by Trustees (as of June 2015 Statements)					
Bond Reserves (1)					
<u>U.S. Bank - 1998 TARB</u>					
First Union Corporation	Reserve Account #45	6.49%	483,018.90	9/1/2024	483,018.90
First American Treasury Obligations	Special Fund #40	0.00%	0.03	9/30/2015	0.03
First American Treasury Obligations	Interest Account #41	0.00%	0.10	9/30/2015	0.10
First American Treasury Obligations	Principal Account #42	0.00%	0.01	9/30/2015	0.01
First American Treasury Obligations	Surplus Account #46	0.00%	106,941.21	9/30/2015	106,941.21
<u>U.S. Bank - 2011 TARB</u>					
US Bank Money Market Ct	Reserve Account #8005	0.00%	481,062.50	8/1/2034	481,062.50
US Bank Money Market Ct	Special Fund #8000	0.04%	48.07	8/1/2015	48.07
US Bank Money Market Ct	Sinking Fund #8003	0.04%	0.09	8/1/2015	0.09
US Bank Money Market Ct	Special Fund #8001	0.00%	0.30	8/1/2015	0.30
US Bank Money Market Ct	Cost of Issu Fund#8009	0.00%	0.00	8/1/2015	0.00
<u>Market Value Providedby U.S. Bank, Trustee</u>					
Invested by Trustees (Subtotal):			1,071,071.21		
Total Cash and Investments			1,410,090.87		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 08/11/2015. Cash flow liquidity is still limited.

SIGNED: 

City Treasurer

Note:
(1) Bonds



Item 1(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 11, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: SUCCESSOR AGENCY MONTHLY CHECK REGISTER – JUNE 2015

RECOMMENDATION

Receive and File

EXECUTIVE SUMMARY

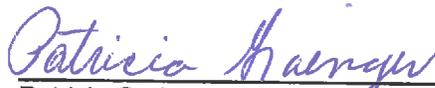
At least once a month, the City Treasurer shall submit to the City Council, a copy of the check register and invoice approval fund list.

Attached are these documents for the month of June 2015.

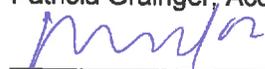
EXHIBIT(S)

1. June 19, 2015 \$244,568.00 (FY 14-15)

Prepared by:


Patricia Grainger, Accountant

Approved by:


Michael Powers, City Manager

INVOICE APPROVAL LIST BY FUND REPORT

June 19, 2015 (FY 2014-15)SA

Date: 06/19/2015

Time: 9:57 am

Page: 1

KING CITY CITY HALL

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 61 Successor Agency to CI							
Dept: 000							
61-000-522.140	Miscellaneous URBAN FUTURES INCORPO	CD 0515-083	Tax Allocation Refunding Bonds	0	05/20/2015	06/19/2015	1,750.00
							1,750.00
61-000-531.000	Legal Services CASSO & SPARKS, LLP LAW OFFICE OF	20113 647 SA	DOF Litigation Fees. Successor Agency	0 0	06/08/2015 05/31/2015	06/19/2015 06/19/2015	7,140.00 144.00
							7,284.00
61-000-534.000	Audit Services GREEN'S ACCOUNTING GREEN'S ACCOUNTING	05312015SA 04302015SA	RDA Succesor Agency (May 201 RDA SA - Mar-Apr 2015	0 0	05/31/2015 04/30/2015	06/19/2015 06/19/2015	225.00 375.00
							600.00
61-000-582.400	Interest Expense ANDERSON AND/PETER D.// GIUDICI/FRANCIS & REBECC HEARNE/DENNIS J & SHARC HEARNE/FRANCIS & PATRIC HEARNE/LAURENCE F & PA' HEARNE/TIMOTHY M & KATI TAVERNETTI-ANDERSON	14-15 14-15 14-15 14-15 14-15 14-15 ROPS 14-15	ROPS 14-15B Payments to ROPS 14-15B Payments to	0 0 0 0 0 0 0	06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015	06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015 06/19/2015	33,829.00 1,352.72 6,631.82 6,631.82 6,631.82 6,631.82 33,510.00
							95,219.00
61-000-582.409	Gregory NP Intere GREGORY/ROBERT//	ROPS 14-15	ROPS 14-15B Payments to	0	06/19/2015	06/19/2015	139,715.00
							139,715.00
							Total Dept. 000: 244,568.00
							Successor Agency to CDA: 244,568.00
							Grand Total: 244,568.00

Prepared by: *[Signature]* 6/19/15
 Approved by: *[Signature]*
 Finance Director:
 City Manager:
 Recorded in Clbk by
 Appended by: *[Signature]* 6/22/15
 Posted by:

**Minutes
City Council Meeting
August 11, 2015**

Item 2(A)

CALL TO ORDER: Meeting was called to order at 6:01 pm by Mayor Cullen.

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

ROLL CALL:

City Council: Council Members Belinda Hendrickson, Michael LeBarre, Darlene Acosta, Mayor Pro Tem Karen Jernigan, and Mayor Cullen
City Staff: City Manager, Michael Powers, City Attorney Martin Koczanowicz
Absent: Chief of Police, Ron Forgue

AGENDA REVIEW

No reported changes

CLOSED SESSION ANNOUNCEMENTS: City Attorney Martin Koczanowicz announced initiation of litigation was approved.

PRESENTATIONS: Link Crew- Mayor Pro Tem Jernigan welcomed and introduced King City High School Link Crew instructor and program participants. Participants explained program goals and purpose. Council thanked participants and program coordinator for their participation and congratulated them on achievements. Legal Services for Seniors- Developer Director Philip Geiger- thanked council for opportunity to explain organization purpose and services. He explained Legal Services for seniors provides legal services at no charge to Monterey County seniors 60 years of age and older with an emphasis on the socially and/or economically needy. PG&E-Community Pipeline Safety Initiative- Representatives from PG&E- Eric Daniels, presented Presentation on Community Pipeline Safety Initiative and described purpose of project is focus to ensure first responders and safety crews have immediate access in a natural disaster or other emergency. He proceed to answer council's questions.

PUBLIC COMMUNICATIONS:

Josephine Koester: Concern with not being able to communicate with Community Service Officer

COUNCIL COMMUNICATIONS:

Mayor Pro Tem Jernigan explained, she along with Council member Hendrickson serve on City Goals subcommittee and hopes to present rough draft at next council meeting. Continues to advocate for better landscaping on freeway passing city. Attended King City Union School District welcoming ceremony for new teachers. Will be attending AMBAG meeting. Nothing to report by council member Hendrickson. Mayor Cullen attended King City Union School District new teacher ceremony. Provided details on Chamber of Commerce Bb-Q fundraiser. Will not be attending September 21 City Council meeting due to a schedule conflict. Council member Acosta will be attending 4C4P meeting, Council member LeBarre thanked Community Businesses and City Staff in successfully coordinating teen swim parties.

CITY STAFF REPORTS AND COMMENTS

City Manager Powers reported he met with Center for Employment Training staff and explained, will have ten participants assist in public works projects. City Pools Fall schedule has been released. Side walk and other street striping is upcoming.

City Attorney-Working with Chief Building Official Hodges on issues on Louie Rocha, property, reports that with the exception of one airport hangar tenant, all past due payments have been made. Described options on how to proceed with account.

1. SUCCESSOR AGENCY CONSENT ITEMS

- A. Monthly Treasure's Report-June 2015
- B. Monthly Check Register- June 2015

No discussion.

Action: Motion to approve above items made by Council member LeBarre Seconded by council member Acosta.

2. CONSENT AGENDA

- A. City Council Meeting Minutes- July 28, 2015
- B. Monthly Treasurer Report- June 2015
- C. Monthly Check Register-June 2015
- D. Expenditure Report
- E. Building Department
- F. Community Development Department Update
- G. Police Department Update
- H. Recreation Department Update
- I. Public Works/ Engineering Department Update
- J. Designation of Real Property Negotiators

Mayor Pro Tem Jernigan pulled items C, D, E, G for further clarification.

Action: Motion to approve Items A, B, F, H, I, J, made by council member LeBarre, seconded by council member Acosta.

Staff to make minor title correction on item J.

Mayor Pro tem Jernigan expressed she would be interested in having payroll cost stated in monthly report. Discussion on amount of details included on item J followed. Mayor Pro Tem Jernigan commended Chief Building Official for hard work on Queen Motel.

Action: Motion to approve items C,D,E,G made by council member LeBarre, seconded by council member Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

3. PUBLIC HEARING-None

4. REGULAR BUSINESS

- A. Discussion and possible approval of Arboleda Baseball Park and Soccer field Park Improvements- Mayor Cullen introduced item. Mayor Pro Tem Jernigan removed herself from participating discussion further as she stated has a business relationship with applicant. She proceeded to remove herself from chambers. Community Director Doreen Liberto provided staff report and explained applicant Mike Nino, is finalizing improvements at both baseball and soccer field parks. She further explained staff has worked with developer and reviewed play equipment and amenities and recommends approving Developer's request as stated in staff report. Mike Nino

thanked council for considering request, and described potential timeline of project and installation of equipment. Council member Acosta thanked Mr. Nino for his commitment to city. Mayor Cullen thanked Developer for working with City.

Action: Council member LeBarre made motion to approve staff's recommendation as indicated in staff report which will allow developer continue to pull building permits beyond the 199th building permit for three months without the installation of the Arboleda Baseball and Soccer Field Park Improvements. Motion seconded by Council member Hendrickson. Motion carried 4-0.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members: Mayor Pro Tem Jernigan

Mayor Pro Tem Jernigan entered room.

- B. Discussion and possible award of work for City Chambers sound system-City Manager Powers introduced item and explained it is staff recommendation for council to approve resolution 2015-4482 to provide sound system installation. Council member LeBarre expressed he is concern with cost to live stream council meetings as indicated in staff report. Further discussion on potentials concerns on streaming services followed. City Manager described further options involving streaming services. Mayor Pro Tem Jernigan expressed she is in favor of providing video recording of meetings. Further discussion on cost associated with video streaming followed. Public comment as followed: Mark Bloom: shared concerns with possible percentage of community not having RJ Rivera: Shares options on video streaming. City Manager answered council's questions on installation and cost. Upon councils unanimously agreement, sound system and outside speakers, to be installed, wire for future video streaming be set up. Action: Motion to approve agreement with Mitchell Technologies to install audio system and outside speakers, wire for future potential video streaming, made by council member LeBarre, Seconded by council member Hendrickson.

5. CORRESPONDENCE

- A. California Public Utilities Commission Brochure
- B. Cal Water Drought Management Plan, & Notice of Availability of Application
- C. PG& E-Electric undergrounding Brochure
- D. Salinas Valley Recycles Strategic Planning Retreat

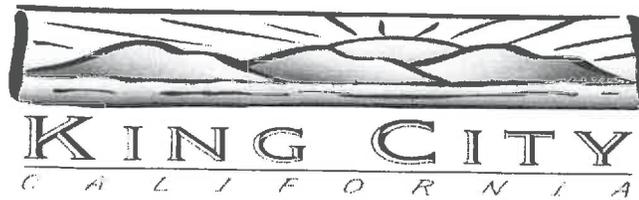
Mayor Pro Tem Jernigan expressed concern with proposed water rate increase as stated in item B. Staff to follow up with item and add to next agenda. Public Comment: Mark Bloom provided further clarification on proposed water rate increase and process of potential approval.

ADJOURNMENT: There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 7:37 pm.

Approved Signatures:

Mayor, Robert Cullen
City of King

City Clerk, Michael Powers
City of King



Item 2(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: MONTHLY TREASURER'S REPORT – JULY 2015

RECOMMENDATION

Receive and File

EXECUTIVE SUMMARY

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

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

FISCAL IMPACT

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

EXHIBIT (1) Investment Report

Prepared by:


PATRICIA GRAINGER, ACCOUNTANT

Approved by:


MICHAEL POWERS, CITY MANAGER

City of King
Investment Report
Schedule of Cash and Investments
July 31, 2015

EXHIBIT

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
Institution	Investment Type			
State of California LAIF - City	0.28%	5,858,252.30	On Demand	N/R
1st Capital Bank	-	91,920.07	On Demand	N/R
Wells Fargo Bank	-	540,299.22	On Demand	N/R
Wells Fargo Bank	-	134,642.14	On Demand	N/R
Petty Cash/ Police		200.00	On Demand	N/R
Petty Cash/ Police-Special Inv.		400.00		
Petty Cash-City Hall/Change Fund	-	205.00	On Demand	N/R
Invested by City Treasurer (Subtotal):		6,625,918.73		
Total Cash and Investments		6,625,918.73		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy, approved by the City Council on 08/25/2015. Cash flow liquidity is still limited.

SIGNED: 

 City Treasurer

EXHIBIT



Item 2(C)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: MONTHLY CHECK REGISTER – JULY 2015

RECOMMENDATION

Receive and File

EXECUTIVE SUMMARY

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.

Attached are these documents for the month of July 2015.

EXHIBIT(S)

1. July 6, 2015 \$ 80,008.37 (FY14-15)
2. July 17, 2015 \$134,730.89 (FY14-15)
3. July 23, 2015 \$ 25,000.00 (FY14-15)
4. July 30, 2015 \$ 58.00 (FY14-15)
5. July 31, 2015 \$597,633.97 (FY14-15)
6. July 6, 2015 \$ 10,109.88 (FY15-16)
7. July 10, 2015 \$ 22,396.03 (FY15-16)
8. July 17, 2015 \$342,876.10 (FY15-16)
9. July 31, 2015 \$ 42,501.43 (FY15-16)

Prepared by:


Patricia Grainger, Accountant

Approved by:


Michael Powers, City Manager

Check Register Report

July 6, 2016 (FY 2014-15)

Date: 07/08/2015

Time: 10:16 am

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

EXHIBIT

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56556	07/06/2015	Printed		ATT	AT & T	U-Verse Internet -	80.00
56557	07/06/2015	Printed		ACCO	ACCO BRANDS DIRECT	Office Supplies	42.75
56558	07/06/2015	Printed		ALLSTAR	ALLSTAR FIRE EQUIPMENT INC.	Gear Bag - KC Fire Dept	123.37
56559	07/06/2015	Printed		APPAREL	A2K LLC	Service Bar Emblems.	45.45
56560	07/06/2015	Printed		AT & T	AT & T	Monthly Service -	2,448.03
56561	07/06/2015	Printed		AT&T - C	AT&T	Monthly Charges - CalNet 3	45.60
56562	07/06/2015	Printed		AVIATION S	AVIATION SPECIALTIES	Fuel Island Maint.	1,745.70
56563	07/06/2015	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Utilities -	16,016.92
56564	07/06/2015	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Site Inspection -	80.00
56565	07/06/2015	Printed		DEPT CONS	DEPARTMENT OF CONSERVATION	Fee Report - April - June 2015	113.91
56566	07/06/2015	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access & Education	12.90
56567	07/06/2015	Printed		EVEH	EMERGENCY VEHICLE SPECIALISTS	KCPD - Remote Control Head	805.50
56568	07/06/2015	Printed		FED EXP	FEDEX	Trans. & Special Handling.	36.62
56569	07/06/2015	Printed		FORGUE	RON FORGUE	Moving Expenses	3,687.41
56570	07/06/2015	Printed		HERTZ	HERTZ EQUIPMENT RENTAL CORP	Equipment Rental.	477.24
56571	07/06/2015	Printed		KING'S WEL	KING'S WELDING	KCPD - Labor & Parts	1,486.00
56572	07/06/2015	Printed		LA HEARNE	L.A. HEARNE COMPANY	Acid Liquid	304.40
56573	07/06/2015	Printed		KOCZANOWIK	LAW OFFICE OF	Professional Services	7,350.00
56574	07/06/2015	Printed		M BASIA	MBASIA	Claim #MBA12-1228	5,475.49
56575	07/06/2015	Printed		MO CO INFO	MO CO INFORMATION TECHNOLOGY	Radio Repair Maint #15	120.00
56576	07/06/2015	Printed		MO BAY SYS	MONTEREY BAY SYSTEMS, INC.	Equipment Maint Cont.	898.65
56577	07/06/2015	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	366.70
56578	07/06/2015	Printed		OWENE	OWEN EQUIPMENT COMPANY	Extended Window.	1,655.57
56579	07/06/2015	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Oil & Air Filters.	51.48
56580	07/06/2015	Printed		PINNT	PINNACLE TECHNOLOGY SERVICES	Port USB Hub with	115.65
56581	07/06/2015	Printed		PLIC	PLIC - SBD GRAND ISLAND	Balance Owing (New Office Hire	176.32
56582	07/06/2015	Printed		POWERS	MICHAEL POWERS	Mileage for May 2015.	236.33
56583	07/06/2015	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies -	218.87
56584	07/06/2015	Printed		SOCO	SERGIO ALVAREZ	2009 Ford Crown Vic.	809.88
56585	07/06/2015	Printed		SIEMENS	SIEMENS INDUSTRY INC.	Labor, T/S Extras	337.15
56586	07/06/2015	Printed		SIRCHIE AC	SIRCHIE ACQUISITION CO., LLC	Preprinted Bags, Lifting Tape.	264.96
56587	07/06/2015	Printed		SPRINT	SPRINT	Monthly Charges -	122.68
56588	07/06/2015	Printed		SUN BADGE	SUN BADGE COMPANY	Reg Suntone Badge	81.91
56589	07/06/2015	Printed		TANKERSLEY	ERIC TANKERSLEY	Reimbursement for	220.89
56590	07/06/2015	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Uniform Supply (R Forgue)	204.12
56591	07/06/2015	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Inv. For March 2015	29,241.96
56592	07/06/2015	Printed		TORO	TORO PETROLEUM CORP.	Fuel and Oil.	2,893.37
56593	07/06/2015	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Maint. Contract	660.64
56594	07/06/2015	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	380.84
56595	07/06/2015	Printed		VERIZON WI	VERIZON WIRELESS	Monthly -#842068026-00001	573.11

Total Checks: 40

Checks Total (excluding void checks): 80,008.37

Total Payments: 40

Bank Total (excluding void checks): 80,008.37

Total Payments: 40

Grand Total (excluding void checks): 80,008.37

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 000							
10-000-432.101	State of Calif Spec DIVISION OF STATE ARCHIT	06302015	Disability Access & Education	0	06/30/2015	06/30/2015	12.90
							<u>12.90</u>
Total Dept. 000:							12.90
Dept: 121 City Manager							
10-121-522.000	Operating Supplie: U.S. BANK CORP PAYMENT	060815CI	Various Charges -	0	06/08/2015	06/30/2015	27.75
							<u>27.75</u>
10-121-541.108	Cellular Telephone VERIZON WIRELESS	9747212215	Monthly Billing -316524625-000	0	06/12/2015	06/30/2015	92.98
							<u>92.98</u>
10-121-551.000	Conference, Trave POWERS/MICHAEL// U.S. BANK CORP PAYMENT	053115 060815MP	Mileage for May 2015. Various Charges	0 0	05/31/2015 06/08/2015	06/30/2015 06/30/2015	236.33 52.00
							<u>288.33</u>
10-121-552.000	Dues & Membersh U.S. BANK CORP PAYMENT	060815CI	Various Charges -	0	06/08/2015	06/30/2015	116.14
							<u>116.14</u>
Total Dept. City Manager:							525.20
Dept: 131 Finance							
10-131-521.000	Office Supplies ACCO BRANDS DIRECT	4697858982	Office Supplies	0	06/10/2015	06/30/2015	42.75
							<u>42.75</u>
Total Dept. Finance:							42.75
Dept: 151 City Attorney - General							
10-151-531.000	Legal Services LAW OFFICE OF THE ZAPPIA LAW FIRM, APC THE ZAPPIA LAW FIRM, APC	678 15-03-203 15-03-204 15-03-206 15-03-213 15-03-211 15-03-205 15-03-214 15-03-209	Professional Services Inv. For March - April 2015 Inv. for Mar - April 2015 Inv. For March 2015	0 0 0 0 0 0 0 0 0	06/29/2015 06/09/2015 06/09/2015 06/09/2015 06/09/2015 06/09/2015 06/09/2015 06/09/2015 06/09/2015	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	7,350.00 9,490.02 4,119.00 1,061.70 2,779.83 5,283.00 982.41 5,120.00 406.00
							<u>36,591.96</u>
ll Dept. City Attorney - General Legal:							36,591.96
Dept: 161 Civic Center							
10-161-521.000	Office Supplies QUILL CORPORATION QUILL CORPORATION	4660364,4565053 3826390, 3882273,3899690	Office Supplies - Office Supplies -	0 0	06/01/2015 06/22/2015	06/30/2015 06/30/2015	141.21 66.22
							<u>207.43</u>
10-161-541.101	Water CALIFORNIA WATER SERVIK	06292015	Utilities -	0	06/29/2015	06/30/2015	771.99
							<u>771.99</u>
10-161-541.103	Telephone AT & T SPRINT	061015 55062151013087	Monthly Service - Monthly Charges -	0 0	06/10/2015 06/24/2015	06/30/2015 06/30/2015	1,692.45 85.96

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							1,778.41
10-161-541.104	Internet Access						
	A T & T	06222015	U-Verse Internet -	0	06/22/2015	06/30/2015	80.00
	U.S. BANK CORP PAYMENT	060815CI	Various Charges -	0	06/08/2015	06/30/2015	184.95
							264.95
10-161-541.108	Cellular Telephone						
	VERIZON WIRELESS	9747212215	Monthly Billing -316524625-000	0	06/12/2015	06/30/2015	0.19
							0.19
10-161-543.100	Building Repairs						
	KING'S WELDING	1415	KCPD - Labor & Parts	0	06/15/2015	06/30/2015	1,486.00
							1,486.00
10-161-543.201	Copier Maintenan						
	MONTEREY BAY SYSTEMS,	244183	Equipment Maint Cont.	0	06/23/2015	06/30/2015	898.65
	U.S. BANCORP EQUIPMENT	280928078	Maint. Contract	0	06/16/2015	06/30/2015	660.64
							1,559.29
10-161-543.302	Gasoline						
	TORO PETROLEUM CORP.	72626	Fuel and Oil.	0	06/15/2015	06/30/2015	142.56
							142.56
							Total Dept. Civic Center: 6,210.82
Dept: 231 Building & Safety							
10-231-521.000	Office Supplies						
	QUILL CORPORATION	4660364,4565053	Office Supplies -	0	06/01/2015	06/30/2015	11.44
							11.44
10-231-533.101	SMIP Fees						
	DEPARTMENT OF CONSERV	06302015	Fee Report - April - June 2015	0	06/30/2015	06/30/2015	113.91
							113.91
10-231-543.302	Gasoline						
	TORO PETROLEUM CORP.	72626	Fuel and Oil.	0	06/15/2015	06/30/2015	47.18
							47.18
							Total Dept. Building & Safety: 172.53
Dept: 264 Non-Departmental							
10-264-515.080	Workers' Compen:						
	MBASIA	06152015	Claim #MBA12-1231A	0	06/15/2015	06/30/2015	3,397.16
	MBASIA	061515	Claim #MBA12-1228	0	06/15/2015	06/30/2015	2,078.33
							5,475.49
							Total Dept. Non-Departmental: 5,475.49
Dept: 311 Police Administration							
10-311-541.108	Cellular Telephone						
	VERIZON WIRELESS	9747405637	Monthly -#842068026-00001	0	06/15/2015	06/30/2015	53.34
							53.34
10-311-543.302	Gasoline						
	TORO PETROLEUM CORP.	72776	Fuel and Oil.	0	06/15/2015	06/30/2015	325.24
							325.24
10-311-558.312	Recruitment Exper						
	FORGUE/RON//	06172015	Moving Expenses	0	06/17/2015	06/30/2015	3,687.41
							3,687.41
							Total Dept. Police Administration: 4,065.99

Dept: 312 Support Services

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
10-312-521.000	Office Supplies						
	OFFICE DEPOT	775330910001	Office Supplies	0	06/11/2015	06/30/2015	254.46
	OFFICE DEPOT	775331138001	Office Supplies -	0	06/11/2015	06/30/2015	22.88
	OFFICE DEPOT	776297989001	Office Supplies -	0	06/17/2015	06/30/2015	7.33
	OFFICE DEPOT	776297852001	Office Supplies	0	06/17/2015	06/30/2015	82.03
							366.70
10-312-541.103	Telephone						
	AT & T	06102015	Monthly Statement -	0	06/10/2015	06/30/2015	162.29
	AT&T	6730534	Monthly Charges - CalNet 3	0	06/20/2015	06/30/2015	45.60
	SPRINT	55062151013087	Monthly Charges -	0	06/24/2015	06/30/2015	6.25
							214.14
10-312-543.202	Computer Mainten						
	PINNACLE TECHNOLOGY SI	1460	Port USB Hub with	0	06/23/2015	06/30/2015	115.65
							115.65
							Total Dept. Support Services: 696.49
Dept: 315 Patrol & Field Operatio							
10-315-515.036	Self Insurance Exp						
	PLIC - SBD GRAND ISLAND	1019975-10001	Balance Owing (New Office Hire	0	06/17/2015	06/30/2015	176.32
							176.32
10-315-522.104	Fingerprinting Sup						
	SIRCHIE ACQUISITION CO.,	0212462-IN	Preprinted Bags, Lifting Tape.	0	06/18/2015	06/30/2015	264.96
							264.96
10-315-522.109	Uniforms						
	APPAREL 2000	34853	Service Bar Emblems.	0	06/24/2015	06/30/2015	45.45
	SUN BADGE COMPANY	361075	Reg Suntone Badge	0	06/11/2015	06/30/2015	81.91
	TEMPLETON UNIFORMS	82613	Uniform (A Tirado)	0	06/12/2015	06/30/2015	195.65
	TEMPLETON UNIFORMS	82784	Uniform Supply (R Forgue)	0	06/19/2015	06/30/2015	8.47
							331.48
10-315-536.303	Radio Maintenance						
	MO CO INFORMATION TECH	151-5050	Radio Repair Maint #15	0	06/11/2015	06/30/2015	120.00
							120.00
10-315-541.108	Cellular Telephone						
	VERIZON WIRELESS	9747405637	Monthly -#842068026-00001	0	06/15/2015	06/30/2015	266.07
							266.07
10-315-543.301	Vehicles Repair &						
	EMERGENCY VEHICLE SPEI	4248	KCPD - Remote Control Head	0	06/17/2015	06/30/2015	805.50
	SERGIO ALVAREZ	15507	2009 Ford Crown Vic.	0	06/15/2015	06/30/2015	809.88
							1,615.38
10-315-543.302	Gasoline						
	TORO PETROLEUM CORP.	72776	Fuel and Oil.	0	06/15/2015	06/30/2015	1,302.72
							1,302.72
							Total Dept. Patrol & Field Operations: 4,076.93
Dept: 320 Code Enforcement							
10-320-541.108	Cellular Telephone						
	VERIZON WIRELESS	9747405637	Monthly -#842068026-00001	0	06/15/2015	06/30/2015	74.60
							74.60
10-320-543.302	Gasoline						
	TORO PETROLEUM CORP.	72776	Fuel and Oil.	0	06/15/2015	06/30/2015	224.17
							224.17
							Total Dept. Code Enforcement: 298.77

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
10-430-541.103	Telephone						
	AT & T	061015	Monthly Service -	0	06/10/2015	06/30/2015	108.05
	SPRINT	55062151013087	Monthly Charges -	0	06/24/2015	06/30/2015	6.30
							<u>114.35</u>
						Total Dept. Corporation Yard:	225.26
Dept: 431 Creek Bridge Parks							
10-431-541.101	Water						
	CALIFORNIA WATER SERVI	06292015	Utilities -	0	06/29/2015	06/30/2015	4,842.02
							<u>4,842.02</u>
						Total Dept. Creek Bridge Parks:	4,842.02
Dept: 620 Aquatics Program							
10-620-522.132	Swimming Pool Cl						
	L.A. HEARNE COMPANY	470568	Acid Liquid	0	06/29/2015	06/30/2015	304.40
							<u>304.40</u>
10-620-541.101	Water						
	CALIFORNIA WATER SERVI	06292015	Utilities -	0	06/29/2015	06/30/2015	635.87
							<u>635.87</u>
10-620-541.103	Telephone						
	AT & T	061015	Monthly Service -	0	06/10/2015	06/30/2015	95.20
	SPRINT	55062151013087	Monthly Charges -	0	06/24/2015	06/30/2015	7.32
							<u>102.52</u>
						Total Dept. Aquatics Program:	1,042.79
Dept: 621 Recreation Administrat							
10-621-541.103	Telephone						
	AT & T	061015	Monthly Service -	0	06/10/2015	06/30/2015	107.43
							<u>107.43</u>
10-621-541.108	Cellular Telephone						
	VERIZON WIRELESS	9747212215	Monthly Billing -316524625-000	0	06/12/2015	06/30/2015	25.18
							<u>25.18</u>
						Total Dept. Recreation Administration:	132.61
Dept: 623 Sports Facilities							
10-623-541.101	Water						
	CALIFORNIA WATER SERVI	06292015	Utilities -	0	06/29/2015	06/30/2015	315.14
							<u>315.14</u>
						Total Dept. Sports Facilities:	315.14
Dept: 626 Youth Sports							
10-626-522.109	Uniforms						
	TANKERSLEY/ERIC//	05302015	Reimbursement for	0	05/30/2015	06/30/2015	220.89
							<u>220.89</u>
						Total Dept. Youth Sports:	220.89
						Total Fund General Fund:	75,252.27
Fund: 15 Airport Operations Func							
Dept: 440 Airport Operations							
15-440-521.101	Postage						
	FEDEX	5-069-50124	Trans. & Special Handling.	0	06/19/2015	06/30/2015	36.62
							<u>36.62</u>
15-440-541.101	Water						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	CALIFORNIA WATER SERVI	06292015	Utilities -	0	06/29/2015	06/30/2015	51.17
							<u>51.17</u>
15-440-543.000	Repair & Maintena						
	AVIATION SPECIALTIES	CofK062015	Fuel Island Maint.	0	06/22/2015	06/30/2015	1,745.70
	DAVE'S REPAIR SERVICE	21675	Monthly Site Inspection -	0	06/25/2015	06/30/2015	80.00
							<u>1,825.70</u>
15-440-543.200	Equipment Repair						
	HERTZ EQUIPMENT RENTAL	28082023-001	Equipment Rental.	0	06/23/2015	06/30/2015	367.95
	HERTZ EQUIPMENT RENTAL	28079895-001	Equipment Rental.	0	06/18/2015	06/30/2015	109.29
							<u>477.24</u>
							<u>2,390.73</u>
							<u>2,390.73</u>
Total Dept. Airport Operations:							2,390.73
I Airport Operations Fund:							2,390.73
Fund: 18 Sewer Operations Fund							
Dept: 412 Sewer Operations							
18-412-543.302	Gasoline						
	TORO PETROLEUM CORP.	72626	Fuel and Oil.	0	06/15/2015	06/30/2015	37.19
							<u>37.19</u>
							<u>37.19</u>
Total Dept. Sewer Operations:							37.19
d Sewer Operations Fund:							37.19
Fund: 22 State Gasoline Tax							
Dept: 423 Street Maintenance							
22-423-543.302	Gasoline						
	TORO PETROLEUM CORP.	72626	Fuel and Oil.	0	06/15/2015	06/30/2015	138.93
							<u>138.93</u>
							<u>138.93</u>
Total Dept. Street Maintenance:							138.93
Dept: 424 Street Sweeping							
22-424-543.200	Equipment Repair						
	OWEN EQUIPMENT COMPAI	00033495	Extended Window.	0	06/11/2015	06/30/2015	1,655.57
	PARTS & SERVICE CTR- NAI	517866	Oil & Air Filters.	0	06/25/2015	06/30/2015	51.48
	TORO PETROLEUM CORP.	517701	Fuel and Oil.	0	06/18/2015	06/30/2015	68.82
	TORO PETROLEUM CORP.	517910	Fuel and Oil.	0	06/24/2015	06/30/2015	76.23
							<u>1,852.10</u>
Total Dept. Street Sweeping:							1,852.10
Dept: 427 Street Lighting							
22-427-543.211	Traffic Signal Main						
	SIEMENS INDUSTRY INC.	5610009796	TS Signalized Intersection	0	05/29/2015	06/30/2015	97.19
	SIEMENS INDUSTRY INC.	5620004322	Labor, T/S Extras	0	05/29/2015	06/30/2015	239.96
							<u>337.15</u>
Total Dept. Street Lighting:							337.15
I Fund State Gasoline Tax:							2,328.18
Grand Total:							80,008.37

Accounts Payable **Date:**
Prepared by: Green's 7/1/15
Approved by: [Signature] 7/2/15
Finance Director: [Signature] 7/2/15
City Manager: [Signature] 7/2/15
Recorded in Clbk by: [Signature] 7/2/15
Appended by: [Signature] 7/2/15
Posted by:

Check Register Report

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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56601	07/17/2015	Printed		A & G PUMP	A & G PUMPING, INC	Rental Charges (Airport Dr.)	201.08
56602	07/17/2015	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supplies	1,131.51
56603	07/17/2015	Printed		COASTAL	COASTAL TRACTOR	Periodic Billing - 4/23/15 -	2,967.31
56604	07/17/2015	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	Maint. & Repairs	416.28
56605	07/17/2015	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprint APPS	98.00
56607	07/17/2015	Printed		EARTH DESI	EARTH DESIGN, INC.	Mills Rch Development	13,899.43
56608	07/17/2015	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Irrigation Supplies	38.92
56609	07/17/2015	Printed		GREEN'S	GREEN'S ACCOUNTING	Monthly Fee - June 2015	14,575.00
56610	07/17/2015	Printed		HALE	DAVID P HALE	Prof Services - General Plan	112.00
56611	07/17/2015	Printed		HANNA	HANNA & BRUNETTI	2014 KC Street Project	37,726.63
56612	07/17/2015	Printed		KRKC	KING CITY COMMUNICATIONS CORP	KC First/Ci	150.00
56613	07/17/2015	Printed		FLORESK	KRIS FLORES	Official - 12.75 @ \$10	127.50
56614	07/17/2015	Printed		L. C. ACTI	L. C. ACTION POLICE SUPPLY LTD	KCPD Equipment	904.46
56615	07/17/2015	Printed		LEYVA'S TO	LEYVA'S TOWING & ROAD SERVICE	Case #15-0451	250.00
56616	07/17/2015	Printed		LIBERTY	LIBERTY TAX SERVICE	Interpretation Services	178.75
56617	07/17/2015	Printed		MO CO INFO	MO CO INFORMATION TECHNOLOGY	Radio-Shp Labor	339.20
56618	07/17/2015	Printed		PETTY	PETTY CASH KCPD	Replenish Funds	129.63
56619	07/17/2015	Printed		PETTY CASH	PETTY CASH-PATRICIA GRAINGER	Meeting/Dinner(D Acosta)	30.00
56620	07/17/2015	Printed		PURE WATEF	PURE WATER BOTTLING	Water (3) 5 Gal.	27.45
56621	07/17/2015	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies -	368.27
56622	07/17/2015	Printed		SIEMENS	SIEMENS INDUSTRY INC.	TS Signalized Intersection	97.19
56623	07/17/2015	Printed		SO CO NEWS	SO CO NEWSPAPERS	Rec Dept.	339.00
56624	07/17/2015	Printed		SPEAK	SPEAKWRITE BILLING DEPT	KCPD Acct#GrpLEKCPD1	22.05
56625	07/17/2015	Printed		SUPSEAL	SUPER SEAL AND STRIPE INC	Citywide Re-stripping	13,760.73
56626	07/17/2015	Printed		THE SALINA	THE SALINAS CALIFORNIAN	Ad#0000548926	744.61
56627	07/17/2015	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Prof Services - April 2015	23,098.45
56628	07/17/2015	Printed		TORO	TORO PETROLEUM CORP.	Fuel and Oil	3,274.89
56629	07/17/2015	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	4,587.00
56630	07/17/2015	Printed		UMBTER	TERI UMBARGER	Spring Sports Pictures	375.00
56631	07/17/2015	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	Airport Man Gate	14,307.70
56632	07/17/2015	Printed		USABLUEBO	USABLUEBOOK	SEC/USB Cleaning 3D	452.85

Total Checks: 31

Checks Total (excluding void checks): 134,730.89

Total Payments: 31

Bank Total (excluding void checks): 134,730.89

Total Payments: 31

Grand Total (excluding void checks): 134,730.89

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 111 City Council							
10-111-522.000	Operating Supplie: LIBERTY TAX SERVICE	2355	Interpretation Services	0	06/24/2015	06/30/2015	178.75
							178.75
10-111-551.000	Conference, Trave PETTY CASH-PATRICIA GRA	05112015	Meeting/Dinner(D Acosta)	0	05/11/2015	06/30/2015	30.00
							30.00
Total Dept. City Council:							208.75
Dept: 113 City Clerk							
10-113-554.102	Public Notices THE SALINAS CALIFORNIAN	OpTerra 6/9 Hrg	Order Conf# for AD 0000522083	0	06/13/2015	06/30/2015	289.96
							289.96
Total Dept. City Clerk:							289.96
Dept: 121 City Manager							
10-121-521.000	Office Supplies QUILL CORPORATION	5383801	Office Supplies -	0	06/25/2015	06/30/2015	5.88
							5.88
10-121-554.102	Public Notices KING CITY COMMUNICATIO	121393, 121568	KC First/Ci	0	06/30/2015	06/30/2015	150.00
							150.00
Total Dept. City Manager:							155.88
Dept: 131 Finance							
10-131-534.000	Audit Services GREEN'S ACCOUNTING	06302015	Monthly Fee - June 2015	0	06/30/2015	06/30/2015	5,830.00
							5,830.00
Total Dept. Finance:							5,830.00
Dept: 151 City Attorney - General							
10-151-531.000	Legal Services HALE/ DAVID P//	06302015	Prof Services - General Plan	0	06/30/2015	06/30/2015	112.00
	THE ZAPPIA LAW FIRM, AP	15-04-215	Prof Services - April 2015	0	06/30/2015	06/30/2015	696.00
	THE ZAPPIA LAW FIRM, AP	15-04-206	Prof Services - April 2015	0	06/30/2015	06/30/2015	6,146.94
	THE ZAPPIA LAW FIRM, AP	15-04-213	Prof Services - April 2015	0	06/30/2015	06/30/2015	2,016.00
	THE ZAPPIA LAW FIRM, AP	15-04-211	Prof Services - April 2015	0	06/30/2015	06/30/2015	4,536.00
	THE ZAPPIA LAW FIRM, AP	15-04-205	Prof Services - April 2015	0	06/30/2015	06/30/2015	2,408.70
	THE ZAPPIA LAW FIRM, AP	15-04-214	Prof Services - April 2015	0	06/30/2015	06/30/2015	6,585.81
	THE ZAPPIA LAW FIRM, AP	15-04-210	Prof Services - April 2015	0	06/30/2015	06/30/2015	709.00
							23,210.45
Il Dept. City Attorney - General Legal:							23,210.45
Dept: 161 Civic Center							
10-161-521.000	Office Supplies QUILL CORPORATION	5383801	Office Supplies -	0	06/25/2015	06/30/2015	312.86
							312.86
10-161-522.102	Janitorial Supplies AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.27
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.30
							188.57
10-161-541.101	Water PURE WATER BOTTLING	267023	Water (3) 5 Gal.	0	06/30/2015	06/30/2015	27.45

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							27.45
10-161-543.100	Building Repairs UMSTEAD ELECTRIC	2817	City Hall Heater A/C	0	06/25/2015	06/30/2015	5,100.00
							5,100.00
10-161-543.302	Gasoline TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	206.13
							206.13
						Total Dept. Civic Center:	5,835.01
Dept: 221 Engineering							
10-221-533.000	Contract Services HANNA & BRUNETTI	12539	Storm Water Public Education	0	06/30/2015	06/30/2015	772.50
	HANNA & BRUNETTI	12547	Storm Water Public Education	0	06/30/2015	06/30/2015	6,009.75
	HANNA & BRUNETTI	12537	City Admin -	0	06/30/2015	06/30/2015	1,527.00
							8,309.25
						Total Dept. Engineering:	8,309.25
Dept: 241 Planning							
10-241-533.000	Contract Services EARTH DESIGN, INC.	0056-15	General Admin	0	06/30/2015	06/30/2015	5,649.93
	EARTH DESIGN, INC.	0057-15	O'Reilly Auto Parts	0	06/30/2015	06/30/2015	423.58
	EARTH DESIGN, INC.	0058-15	Rava Ranches Pre-App	0	06/30/2015	06/30/2015	116.70
	EARTH DESIGN, INC.	0059-15	General Plan Amendment	0	06/30/2015	06/30/2015	4,073.95
	EARTH DESIGN, INC.	0060-15	SN 2015-002	0	06/30/2015	06/30/2015	87.53
	EARTH DESIGN, INC.	0061-15	Arboleda Specific Plan	0	06/30/2015	06/30/2015	1,351.45
	EARTH DESIGN, INC.	0062-15	Building Permit KCB-150-189	0	06/30/2015	06/30/2015	23.00
	EARTH DESIGN, INC.	0063-15	McIntyre	0	06/30/2015	06/30/2015	116.70
	EARTH DESIGN, INC.	0064-15	Paul Layout-Proposed	0	06/30/2015	06/30/2015	92.00
	EARTH DESIGN, INC.	0065-15	Lynns ABC License	0	06/30/2015	06/30/2015	29.18
	EARTH DESIGN, INC.	0066-15	Burger King Architectural	0	06/30/2015	06/30/2015	1,906.23
	EARTH DESIGN, INC.	0067-15	Mills Rch Development	0	06/30/2015	06/30/2015	29.18
							13,899.43
						Total Dept. Planning:	13,899.43
Dept: 311 Police Administration							
10-311-521.000	Office Supplies U.S. BANK CORP PAYMENT	06302015CI	Various Charges -	0	06/30/2015	06/30/2015	25.24
							25.24
10-311-543.301	Vehicles Repair & LEYVA'S TOWING & ROAD S	15180	Flat - Chiefs Vehicle	0	06/23/2015	06/30/2015	80.00
	LEYVA'S TOWING & ROAD S	15061	Case #15-0451	0	06/09/2015	06/30/2015	170.00
							250.00
10-311-543.302	Gasoline TORO PETROLEUM CORP.	73356	Fuel and Oil	0	06/30/2015	06/30/2015	188.66
							188.66
10-311-551.000	Conference, Trave PETTY CASH KCPD	06302015	Replenish Funds	0	06/30/2015	06/30/2015	94.75
							94.75
						Total Dept. Police Administration:	558.65
Dept: 315 Patrol & Field Operatio							
10-315-522.110	Patrol & Auto Equi L. C. ACTION POLICE SUPPI	2877	KCPD Equipment	0	06/10/2015	06/30/2015	904.46
	PETTY CASH KCPD	06302015	Replenish Funds	0	06/30/2015	06/30/2015	34.88
							939.34

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10-315-543.302	Gasoline TORO PETROLEUM CORP.	73356	Fuel and Oil	0	06/30/2015	06/30/2015	1,957.49
							<u>1,957.49</u>
10-315-558.311	DOJ Fingerprint CI DEPARTMENT OF JUSTICE	109003	Fingerprint APPS	0	06/30/2015	06/30/2015	66.00
							<u>66.00</u>
Total Dept. Patrol & Field Operations:							2,962.83
Dept: 320 Code Enforcement							
10-320-543.302	Gasoline TORO PETROLEUM CORP.	73356	Fuel and Oil	0	06/30/2015	06/30/2015	129.62
							<u>129.62</u>
Total Dept. Code Enforcement:							129.62
Dept: 321 Fire Prevention & Supp							
10-321-536.303	Radio Maintenance MO CO INFORMATION TECH	151-4873	Admin-Misc (Maintenance)	0	10/22/2014	06/30/2015	108.28
	MO CO INFORMATION TECH	151-4911	Radio-Shp Labor	0	12/18/2014	06/30/2015	30.00
	MO CO INFORMATION TECH	151-4914	Admin-Misc (Maintenance)	0	12/26/2014	06/30/2015	14.99
	MO CO INFORMATION TECH	151-4933	Radio-Shp Labor	0	01/28/2015	06/30/2015	155.93
	MO CO INFORMATION TECH	151-4958	Radio-Shp Labor	0	02/24/2015	06/30/2015	30.00
							<u>339.20</u>
10-321-543.302	Gasoline TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	344.01
							<u>344.01</u>
Dept. Fire Prevention & Suppression:							683.21
Dept: 422 Public Works Administ							
10-422-543.302	Gasoline TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	93.29
							<u>93.29</u>
Dept. Public Works Administration:							93.29
Dept: 426 City Park							
10-426-522.102	Janitorial Supplies AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.27
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.30
							<u>188.57</u>
10-426-543.000	Repair & Maintena U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	35.73
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	36.89
							<u>72.62</u>
10-426-543.200	Equipment Repair U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	66.66
							<u>66.66</u>
10-426-543.301	Vehicles Repair & U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	216.87
							<u>216.87</u>
10-426-543.302	Gasoline TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	53.78
							<u>53.78</u>
Total Dept. City Park:							598.50
Dept: 428 City Wide Landscaping							

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10-428-522.129	Supplies-Landscap						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	173.41
							<u>173.41</u>
							Total Dept. City Wide Landscaping: 173.41
Dept: 429 San Antonio Communi							
10-429-522.102	Janitorial Supplies						
	AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.27
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.30
							<u>188.57</u>
10-429-543.000	Repair & Maintena						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	36.89
							<u>36.89</u>
10-429-543.200	Equipment Repair						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	66.66
							<u>66.66</u>
10-429-543.301	Vehicles Repair &						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	216.87
							<u>216.87</u>
10-429-543.302	Gasoline						
	TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	23.67
							<u>23.67</u>
							 Dept. San Antonio Community Park: 532.66
Dept: 430 Corporation Yard							
10-430-543.000	Repair & Maintena						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	23.33
							<u>23.33</u>
							Total Dept. Corporation Yard: 23.33
Dept: 431 Creek Bridge Parks							
10-431-522.102	Janitorial Supplies						
	AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.31
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.35
							<u>188.66</u>
10-431-543.000	Repair & Maintena						
	GONZALES IRRIGATION SY	KC85597	Irrigation Supplies	0	06/18/2015	06/30/2015	38.92
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	36.89
							<u>75.81</u>
10-431-543.200	Equipment Repair						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	66.66
							<u>66.66</u>
10-431-543.301	Vehicles Repair &						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	216.90
							<u>216.90</u>
							Total Dept. Creek Bridge Parks: 548.03
Dept: 620 Aquatics Program							
10-620-522.000	Operating Supplie						
	QUILL CORPORATION	5383801	Office Supplies -	0	06/25/2015	06/30/2015	14.46
	U.S. BANK CORP PAYMENT	06302015AW	Various Charges -	0	06/30/2015	06/30/2015	430.75
							<u>445.21</u>
10-620-522.102	Janitorial Supplies						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.27
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.30
							188.57
10-620-522.109	Uniforms						
	U.S. BANK CORP PAYMENT	06302015AW	Various Charges -	0	06/30/2015	06/30/2015	326.54
							326.54
10-620-535.111	Advertising						
	SO CO NEWSPAPERS	127075	Rec Dept.	0	06/24/2015	06/30/2015	339.00
	U.S. BANK CORP PAYMENT	06302015AW	Various Charges -	0	06/30/2015	06/30/2015	8.00
							347.00
10-620-543.000	Repair & Maintena						
	UMSTEAD ELECTRIC	2825	Pool Pump	0	06/30/2015	06/30/2015	170.00
							170.00
10-620-558.311	DOJ Fingerprint Cl						
	DEPARTMENT OF JUSTICE	109386	Fingerprint APPS	0	06/30/2015	06/30/2015	32.00
							32.00
							Total Dept. Aquatics Program: 1,509.32
Dept: 621 Recreation Administrat							
10-621-521.000	Office Supplies						
	QUILL CORPORATION	5383801	Office Supplies -	0	06/25/2015	06/30/2015	35.07
	U.S. BANK CORP PAYMENT	06302015AW	Various Charges -	0	06/30/2015	06/30/2015	19.88
							54.95
							total Dept. Recreation Administration: 54.95
Dept: 624 Summer Day Camp							
10-624-522.000	Operating Supplie:						
	U.S. BANK CORP PAYMENT	06302015AW	Various Charges -	0	06/30/2015	06/30/2015	133.64
							133.64
							Total Dept. Summer Day Camp: 133.64
Dept: 626 Youth Sports							
10-626-513.010	Temp Salary-Part						
	KRIS FLORES	06302015	Official - 12.75 @ \$10	0	06/30/2015	06/30/2015	127.50
							127.50
10-626-522.000	Operating Supplie:						
	UMBARGER/TERI//	06302015	Spring Sports Pictures	0	06/30/2015	06/30/2015	375.00
							375.00
							Total Dept. Youth Sports: 502.50
							Total Fund General Fund: 66,242.67
Fund: 13 SLESF / COPS Grant							
Dept: 315 Patrol & Field Operatio							
13-315-522.110	Patrol & Auto Equi						
	SPEAKWRITE BILLING DEPT	8e9905bf	KCPD Acct#GrpLEKCPD1	0	06/30/2015	06/30/2015	22.05
							22.05
							Total Dept. Patrol & Field Operations: 22.05
							Fund SLESF / COPS Grant: 22.05

Fund: 15 Airport Operations Func

Dept: 440 Airport Operations

15-440-522.102 Janitorial Supplies

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	AMERICAN SUPPLY CO.	2687711	Janitorial Supplies	0	06/25/2015	06/30/2015	123.27
	AMERICAN SUPPLY CO.	2685817	Janitorial Supplies	0	06/10/2015	06/30/2015	65.30
							188.57
15-440-532.000	Engineering Servic						
	HANNA & BRUNETTI	12538	Airport Administration	0	06/30/2015	06/30/2015	154.50
							154.50
15-440-543.000	Repair & Maintena						
	A & G PUMPING, INC	15-1818	Rental Charges (Airport Dr.)	0	06/30/2015	06/30/2015	201.08
	UMSTEAD ELECTRIC	2824	Airport Man Gate	0	06/30/2015	06/30/2015	85.00
							286.08
15-440-543.200	Equipment Repair						
	COASTAL TRACTOR	US07491A	Periodic Billing - 4/23/15 -	0	05/04/2015	06/30/2015	654.75
							654.75
							Total Dept. Airport Operations: 1,283.90
							I Airport Operations Fund: 1,283.90

Fund: 18 Sewer Operations Fund

Dept: 412 Sewer Operations

18-412-522.000 Operating Supplie:

THE SALINAS CALIFORNIAN

06272015 Ad#0000548926

0 06/27/2015 06/30/2015 454.65

454.65

18-412-534.000 Audit Services

GREEN'S ACCOUNTING

06302015 Monthly Fee - June 2015

0 06/30/2015 06/30/2015 4,372.50

4,372.50

18-412-538.302 Lab Tests

U.S. BANK CORP PAYMENT

06302015SM Various Charges -

0 06/30/2015 06/30/2015 700.00

U.S. BANK CORP PAYMENT

06302015SM Various Charges -

0 06/30/2015 06/30/2015 560.00

1,260.00

18-412-543.200 Equipment Repair

COASTAL TRACTOR

IK77783 Parts Counter

0 06/27/2015 06/30/2015 2,312.56

CONATSER WELDING & MA

B72407 Maint. & Repairs

0 06/03/2015 06/30/2015 361.03

CONATSER WELDING & MA

B72409 Maint. & Repairs

0 06/03/2015 06/30/2015 55.25

U.S. BANK CORP PAYMENT

06302015SM Various Charges -

0 06/30/2015 06/30/2015 300.00

UMSTEAD ELECTRIC

2818 Sewer Pump - Villa Dr.

0 06/29/2015 06/30/2015 8,782.70

UMSTEAD ELECTRIC

2826 Sewer Grinder.

0 06/30/2015 06/30/2015 170.00

USABUEBOOK

678925 SEC/USB Cleaning 3D

0 06/23/2015 06/30/2015 452.85

12,434.39

18-412-543.302 Gasoline

TORO PETROLEUM CORP.

73206 Fuel and Oil

0 06/30/2015 06/30/2015 93.29

93.29

Total Dept. Sewer Operations: 18,614.83

d Sewer Operations Fund: 18,614.83

Fund: 22 State Gasoline Tax

Dept: 422 Public Works Administ

22-422-534.000 Audit Services

GREEN'S ACCOUNTING

06302015 Monthly Fee - June 2015

0 06/30/2015 06/30/2015 4,372.50

4,372.50

tl Dept. Public Works Administration: 4,372.50

Dept: 423 Street Maintenance

22-423-532.000 Engineering Servic

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	HANNA & BRUNETTI	12536	First St Pedestrian and Bike	0	06/30/2015	06/30/2015	7,032.50
	HANNA & BRUNETTI	12535	2014 KC Street Project	0	06/30/2015	06/30/2015	15,672.75
	HANNA & BRUNETTI	12534	2014 KC Street Project	0	06/30/2015	06/30/2015	4,641.00
	HANNA & BRUNETTI	12533	2014 KC Street Project	0	06/30/2015	06/30/2015	1,063.50
	HANNA & BRUNETTI	12532	2014 KC Street Project	0	06/30/2015	06/30/2015	614.25
							29,024.00
22-423-543.302	Gasoline						
	TORO PETROLEUM CORP.	73206	Fuel and Oil	0	06/30/2015	06/30/2015	184.95
							184.95
22-423-556.101	Painting & Striping						
	SUPER SEAL AND STRIPE II	986	Citywide Re-striping	0	06/30/2015	06/30/2015	13,760.73
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	289.19
							14,049.92
Total Dept. Street Maintenance:							43,258.87
Dept: 424 Street Sweeping							
22-424-543.200	Equipment Repair						
	U.S. BANK CORP PAYMENT	06302015SM	Various Charges -	0	06/30/2015	06/30/2015	600.00
							600.00
Total Dept. Street Sweeping:							600.00
Dept: 427 Street Lighting							
22-427-543.211	Traffic Signal Main						
	SIEMENS INDUSTRY INC.	5610010135	TS Signalized Intersection	0	06/29/2015	06/30/2015	97.19
							97.19
Total Dept. Street Lighting:							97.19
Fund State Gasoline Tax:							48,328.56
Fund: 44 Storm Sewer Impact Fee							
Dept: 851 Storm Water Managem							
44-851-532.000	Engineering Servic						
	HANNA & BRUNETTI	12540	SWMP Fund -	0	06/30/2015	06/30/2015	238.88
							238.88
Dept. Storm Water Management Plan:							238.88
n Sewer Impact Fee Fund:							238.88
Grand Total:							134,730.89

Accounts Payable Date:
 Prepared by: *Greep* 7/17/15
 Approved by: *[Signature]* 7/23/15
 Finance Director:
 City Manager:
 Recorded in Ckbk by: *[Signature]* 7/23/15
 Appended by:
 Posted by:

Check Register Report

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Date: 07/23/2015

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EXHIBIT 3

BANK: WELLS FARGO BANK

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56653	07/23/2015	Printed		KCPA	KING CITY PACIFIC ASSOCIATES L	King Station Retention	25,000.00
Total Checks: 1						Checks Total (excluding void checks):	25,000.00
Total Payments: 1						Bank Total (excluding void checks):	25,000.00
Total Payments: 1						Grand Total (excluding void checks):	25,000.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 58 Kings Station Apartmen							
Dept: 000							
58-000-410.000	Kings Station Apar KING CITY PACIFIC ASSOCI.		FY 14-15 King Station Retention	0	07/23/2015	06/30/2015	25,000.00
							<u>25,000.00</u>
						Total Dept. 000:	<u>25,000.00</u>
						Kings Station Apartments:	<u>25,000.00</u>
						Grand Total:	<u>25,000.00</u>

~~Accountant~~ ~~Printed~~
Prepared by: *Green* 7/23/15
Approved by: 
Finance Director:
City Manager:
Recorded in Ckbk by: *JH* 7/28/15
Appended by:
Posted by:

Check Register Report

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EXHIBIT

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Date: 07/30/2015
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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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WELLS FARGO BANK Checks

56654	07/30/2015	Printed		UNITED	UNITED STATES TREASURY	Quarterly Federal Excise Tax	58.00
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Total Checks: 1	Checks Total (excluding void checks):	58.00
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Total Payments: 1	Bank Total (excluding void checks):	58.00
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Total Payments: 1	Grand Total (excluding void checks):	58.00
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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 131 Finance							
10-131-515.036	Self Insurance Exp						
	UNITED STATES TREASURY	FY 2014-15	Quarterly Federal Excise Tax	0	06/30/2015	06/30/2015	58.00
							<u>58.00</u>
						Total Dept. Finance:	<u>58.00</u>
						Total Fund General Fund:	<u>58.00</u>
						Grand Total:	<u>58.00</u>

Accounts Payable Date:
 Prepared by: *Green's* 7/30/15
 Approved by:
 Finance Director: *MR* 8/3/15
 City Manager:
 Recorded in Clkb by: *RD* 7/31/15
 Appended by:
 Posted by:

Check Register Report

July 31, 2015 (FY 2014-15)

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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56655	07/31/2015	Printed		ARBOL	ARBOLEDA MAINTENANCE ASSN	Sewer Refund -	1,759.49
56656	07/31/2015	Printed		COASTAL	COASTAL TRACTOR	Cust. #WG0068 (Interest)	9.82
56657	07/31/2015	Printed		COMINFO	COUNTY OF MONTEREY	811 KCPD - 6/2015	13,152.59
56658	07/31/2015	Printed		COUNTY OF	COUNTY OF MONTEREY	Charges for FY 2014-2015	134,552.36
56659	07/31/2015	Printed		FCC	FRESNO CITY COLLEGE	# 0744302 (M P Hodges)	23.00
56660	07/31/2015	Printed		LAW EN PSY	LAW ENFORCEMENT PSYCHOLOGICAL	Classic Psychological	750.00
56661	07/31/2015	Printed		LEWISB	LEWIS BRISBOIS BISGAARD	RE: - K C - Electrical Issues	2,475.00
56662	07/31/2015	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	Criminal Justice Info. System,	6,537.05
56663	07/31/2015	Printed		MPE	MONTEREY PENINSULA ENGINEERING	2015 K C Street Maint Project.	354,478.72
56664	07/31/2015	Printed		NIXON	NIXON PROTECTIVE SERVICES, LLC	2009 Ford Crown Vic.	65.30
56665	07/31/2015	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies.	361.15
56666	07/31/2015	Printed		SALINAS V	SALINAS VALLEY PRO SQUAD	Acct #2253 (Uniforms-Sanchez)	2,248.58
56667	07/31/2015	Printed		SEGDEB	DEBORAH SEGOVIA	Refund - Swim Lessons	35.00
56668	07/31/2015	Printed		SCYOUTH	SOUTH COUNTY YOUTH OUTREACH	Service - 6/1/15 - 6/30/15	1,067.00
56669	07/31/2015	Printed		SUN BADGE	SUN BADGE COMPANY	Reg Suntone Badge	92.90
56670	07/31/2015	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Services for June 2015	5,804.30
56671	07/31/2015	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Invoice for May 2015	33,057.28
56672	07/31/2015	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Chges -	1,412.25
56673	07/31/2015	Printed		WEDGE	WEDGE & FOBES INVESTIGATIONS	April 2015 Investigative	32,712.45
56674	07/31/2015	Printed		AVERY	WILLIAM AVERY AND ASSOCIATES	Initial Search Fee, Recruit	7,039.73

Total Checks: 20 **Checks Total (excluding void checks): 597,633.97**

Total Payments: 20 **Bank Total (excluding void checks): 597,633.97**

Total Payments: 20 **Grand Total (excluding void checks): 597,633.97**

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 000							
10-000-475.005	Aquatics - Swim L						
	SEGOVIA/DEBORAH//	06302015	Refund - Swim Lessons	0	06/30/2015	06/30/2015	35.00
							<u>35.00</u>
						Total Dept. 000:	35.00
Dept: 121 City Manager							
10-121-522.131	Recruitment Exper						
	WILLIAM AVERY AND ASSO	1351	Initial Search Fee, Recruit	0	06/26/2015	06/30/2015	6,900.00
							<u>6,900.00</u>
10-121-551.000	Conference, Trave						
	U.S. BANK CORP PAYMENT	07062015MP	Various Chges -	0	07/06/2015	06/30/2015	93.74
							<u>93.74</u>
						Total Dept. City Manager:	6,993.74
Dept: 151 City Attorney - General							
10-151-531.000	Legal Services						
	LEWIS BRISBOIS BISGAARC	1512178	RE: - K C - Electrical Issues	0	06/30/2015	06/30/2015	2,475.00
	THE ZAPPIA LAW FIRM, AP	15-05-210	Invoice for May 2015	0	07/23/2015	06/30/2015	5,296.52
	THE ZAPPIA LAW FIRM, AP	15-05-209	Invoice for May 2015	0	05/27/2015	06/30/2015	8,676.38
	THE ZAPPIA LAW FIRM, AP	15-05-205	Invoice for May 2015	0	05/30/2015	06/30/2015	2,065.38
	THE ZAPPIA LAW FIRM, AP	15-05-211	Invoice for May 2015	0	05/30/2015	06/30/2015	4,407.00
	THE ZAPPIA LAW FIRM, AP	15-05-213	Invoice for May 2015	0	05/30/2015	06/30/2015	4,720.00
	THE ZAPPIA LAW FIRM, AP	15-05-206	Invoice for May 2015	0	05/30/2015	06/30/2015	5,256.00
	THE ZAPPIA LAW FIRM, AP	15-05-215	Invoice for May 2015	0	05/30/2015	06/30/2015	696.00
	THE ZAPPIA LAW FIRM, AP	15-05-214	Invoice for May 2015	0	05/30/2015	06/30/2015	1,940.00
	WEDGE & FOBES INVESTIG.	15-05	March 2015 Investigative	0	07/15/2015	06/30/2015	19,058.04
	WEDGE & FOBES INVESTIG.	15-06	April 2015 Investigative	0	07/20/2015	06/30/2015	13,654.41
							<u>68,244.73</u>
						Total Dept. City Attorney - General Legal:	68,244.73
Dept: 231 Building & Safety							
10-231-553.000	Training						
	FRESNO CITY COLLEGE	11374875	# 0744302 (M P Hodges)	0	05/15/2015	06/30/2015	23.00
							<u>23.00</u>
						Total Dept. Building & Safety:	23.00
Dept: 311 Police Administration							
10-311-538.000	Professional Servi						
	WILLIAM AVERY AND ASSO	1339	Search Expenses, Recruitment	0	06/01/2015	06/30/2015	139.73
							<u>139.73</u>
10-311-551.000	Conference, Trave						
	U.S. BANK CORP PAYMENT	07062015LC	Various Charges -	0	07/06/2015	06/30/2015	141.72
							<u>141.72</u>
10-311-558.312	Recruitment Exper						
	LAW ENFORCEMENT PSYCH	1506925	Classic Psychological	0	07/22/2015	06/30/2015	750.00
							<u>750.00</u>
						Total Dept. Police Administration:	1,031.45
Dept: 312 Support Services							
10-312-521.000	Office Supplies						
	OFFICE DEPOT	778216815001	Office Supplies	0	06/30/2015	06/30/2015	4.30
	OFFICE DEPOT	778216814001	Office Supplies.	0	06/30/2015	06/30/2015	11.23
	OFFICE DEPOT	778216813001	Office Supplies.	0	06/30/2015	06/30/2015	14.01
	OFFICE DEPOT	778216728001	Office Supplies.	0	06/30/2015	06/30/2015	331.61

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							361.15
10-312-521.101	Postage						
	U.S. BANK CORP PAYMENT	07062015LC	Various Charges -	0	07/06/2015	06/30/2015	99.79
							99.79
10-312-523.100	Office Equipment						
	U.S. BANK CORP PAYMENT	07062015LC	Various Charges -	0	07/06/2015	06/30/2015	335.40
							335.40
							Total Dept. Support Services: 796.34
Dept: 315 Patrol & Field Operatio							
10-315-522.109	Uniforms						
	SALINAS VALLEY PRO SQU/	257887	Acct #2253 (Uniforms)	0	06/22/2015	06/30/2015	54.51
	SALINAS VALLEY PRO SQU/	256983	Acct #2253 (Uniforms)	0	06/03/2015	06/30/2015	54.51
	SALINAS VALLEY PRO SQU/	257478	Acct #2253 (Uniforms)	0	06/09/2015	06/30/2015	1,404.66
	SALINAS VALLEY PRO SQU/	257724	Acct #2253 (Uniforms-Lizardi)	0	06/17/2015	06/30/2015	668.45
	SALINAS VALLEY PRO SQU/	257942	Acct #2253 (Uniforms)	0	06/23/2015	06/30/2015	59.96
	SALINAS VALLEY PRO SQU/	258090	Acct #2253 (Uniforms-Sanchez)	0	06/27/2015	06/30/2015	6.49
	SUN BADGE COMPANY	359373	Reg Suntone Badge	0	06/12/2015	06/30/2015	92.90
							2,341.48
10-315-522.110	Patrol & Auto Equi						
	U.S. BANK CORP PAYMENT	07062015LC	Various Charges -	0	07/06/2015	06/30/2015	741.60
							741.60
10-315-536.301	911 Dispatch Serv						
	COUNTY OF MONTEREY	06302015	Charges for FY 2014-2015	0	06/30/2015	06/30/2015	134,552.36
							134,552.36
10-315-536.302	ACJIS Warrant Sy						
	MO CO SHERIFF'S OFFICE	303	Criminal Justice Info. System,	0	06/30/2015	06/30/2015	6,537.05
							6,537.05
10-315-536.306	Mobile Network Cc						
	COUNTY OF MONTEREY	042015	811 KCPD - 4/2015	0	04/30/2015	06/30/2015	975.00
	COUNTY OF MONTEREY	052015	811 KCPD - 5/2015	0	05/31/2015	06/30/2015	11,442.59
	COUNTY OF MONTEREY	062015	811 KCPD - 6/2015	0	06/30/2015	06/30/2015	735.00
							13,152.59
10-315-543.301	Vehicles Repair &						
	NIXON PROTECTIVE SERVIC	5097	2010 Dodge Chger -	0	06/05/2015	06/30/2015	20.00
	NIXON PROTECTIVE SERVIC	5118	2009 Ford Crown Vic.	0	06/08/2015	06/30/2015	45.30
							65.30
							Total Dept. Patrol & Field Operations: 157,390.38
Dept: 318 Animal Control							
10-318-538.304	Veterinary Service						
	THE SPCA FOR MONTEREY	06-15	Services for June 2015	0	06/30/2015	06/30/2015	5,804.30
							5,804.30
							Total Dept. Animal Control: 5,804.30
							Total Fund General Fund: 240,318.94
Fund: 13 SLESF / COPS Grant							
Dept: 312 Support Services							
13-312-533.001	Intervention & Pre						
	SOUTH COUNTY YOUTH OU	KC0016	Service - 6/1/15 - 6/30/15	0	06/30/2015	06/30/2015	1,067.00
							1,067.00
							Total Dept. Support Services: 1,067.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund SLESF / COPS Grant:							1,067.00
Fund: 18 Sewer Operations Fund							
Dept: 412 Sewer Operations							
18-412-522.200	Refunds						
	ARBOLEDA MAINTENANCE /	FY 14-15	Sewer Refund -	0	06/30/2015	06/30/2015	1,759.49
							1,759.49
18-412-543.200	Equipment Repair						
	COASTAL TRACTOR	06302015	Cust. #WG0068 (Interest)	0	06/30/2015	06/30/2015	9.82
							9.82
Total Dept. Sewer Operations:							1,769.31
Fund Sewer Operations Fund:							1,769.31
Fund: 22 State Gasoline Tax							
Dept: 423 Street Maintenance							
22-423-543.214	Street Maintenance						
	MONTEREY PENINSULA EN	06-23	2015 K C Street Maint Project.	0	06/30/2015	06/30/2015	354,478.72
							354,478.72
Total Dept. Street Maintenance:							354,478.72
Fund State Gasoline Tax:							354,478.72
Grand Total:							597,633.97

~~Accounts Payable~~ ~~Date:~~
 Prepared by: *GARDEN'S* *7/31/15*
 Approved by:
 Finance Director: *[Signature]*
 City Manager: *[Signature]*
 Recorded in Clbk by: *OB* *8/4/15*
 Appended by:
 Posted by:

Check Register Report

July 6, 2016 (FY 2015-16)

EXHIBIT  Date: 07/08/2015
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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56596	07/06/2015	Printed		BAKER	MARK A. BAKER	Advanced Disability Pension	725.59
56597	07/06/2015	Printed		MAYNARD	THE MAYNARD GROUP	Platinum Service - NEC Station	458.29
56598	07/06/2015	Printed		PINNT	PINNACLE TECHNOLOGY SERVICES	Managed Services	1,105.00
56599	07/06/2015	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Airport Renewal Billing	7,821.00
				Total Checks: 4	Checks Total (excluding void checks):		10,109.88
				Total Payments: 4	Bank Total (excluding void checks):		10,109.88
				Total Payments: 4	Grand Total (excluding void checks):		10,109.88

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 161 Civic Center							
10-161-543.204	Office Equipment I MAYNARD GROUP/THE//	P222208	Platinum Service - NEC Station	0	07/01/2015	07/06/2015	458.29
							<u>458.29</u>
						Total Dept. Civic Center:	458.29
Dept: 264 Non-Departmental							
10-264-543.202	Computer Mainten PINNACLE TECHNOLOGY SI	1485	Managed Services	0	07/01/2015	07/06/2015	552.50
							<u>552.50</u>
						Total Dept. Non-Departmental:	552.50
Dept: 312 Support Services							
10-312-543.202	Computer Mainten PINNACLE TECHNOLOGY SI	1485	Managed Services	0	07/01/2015	07/06/2015	552.50
							<u>552.50</u>
						Total Dept. Support Services:	552.50
Dept: 315 Patrol & Field Operatio							
10-315-515.080	Workers' Compen: BAKER/MARK A.//	07162015	Advanced Disability Pension	0	07/06/2015	07/06/2015	725.59
							<u>725.59</u>
						Total Dept. Patrol & Field Operations:	725.59
						Total Fund General Fund:	2,288.88
Fund: 15 Airport Operations Func							
Dept: 440 Airport Operations							
15-440-555.106	Airport Liability Ins TAVERNETTI, LAYOUS & CL	0003	Airport Renewal Billing	0	07/01/2015	07/06/2015	7,821.00
							<u>7,821.00</u>
						Total Dept. Airport Operations:	7,821.00
						1 Airport Operations Fund:	7,821.00
						Grand Total:	10,109.88

Accounts Payable **Date:**
 Prepared by: *GD* 7/6/15
 Approved by:
 Finance Director: *MR* 7/20/15
 City Manager: *MR* 7/20/15
 Recorded in Clck by: *ph* 7/8/15
 Appended by:
 Posted by:

Check Register Report

July 10, 2015 (FY 2015-16)

EXHIBIT 1

Date: 07/10/2015

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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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WELLS FARGO BANK Checks

56600	07/10/2015	Printed		ENTCARS	ENTERPRISE CAR SALES - 23R6	2014 Ford Escape	22,396.03
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Total Checks: 1	Checks Total (excluding void checks):	22,396.03
Total Payments: 1	Bank Total (excluding void checks):	22,396.03
Total Payments: 1	Grand Total (excluding void checks):	22,396.03

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 13 SLESF / COPS Grant							
Dept: 315 Patrol & Field Operatio							
13-315-574.202	Police Vehicles						
	ENTERPRISE CAR SALES - 2	07092015	2014 Ford Escape	0	07/09/2015	07/10/2015	22,396.03
							<u>22,396.03</u>
							Total Dept. Patrol & Field Operations: 22,396.03
							Fund SLESF / COPS Grant: 22,396.03
							Grand Total: 22,396.03

Accounts Payable **Date:**
 Prepared by: *CONCERN 7/10/15*
 Approved by:
 Finance Director: *[Signature]* 7/20/15
 City Manager: *[Signature]*
 Recorded in Ckbk by: *[Signature]* 7/13/15
 Appanded by:
 Posted by:

Check Register Report

July 17, 2015 (FY 2015-16)

EXHIBIT 8 Date: 07/20/2015
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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56633	07/20/2015	Printed		ASI	ADMINISTRATIVE SOLUTIONS, INC	Medical Check Run	5,000.00
56634	07/20/2015	Printed		AMBAG	AMBAG	FY 2015-16 Dues Assessment	2,416.00
56635	07/20/2015	Printed		AMERIGAS	AMERIGAS	Tank Rent - #202707990	72.44
56636	07/20/2015	Printed		AT & T	AT & T	Access Transport Services	340.18
56637	07/20/2015	Printed		BAKER	MARK A. BAKER	Adv Disability Pension Pmt	725.59
56638	07/20/2015	Printed		CPRSM	CALIFORNIA PARK & RECREATION	Member - Part Time	95.00
56639	07/20/2015	Printed		CNASUR	CNA SURETY DIRECT BILL	Bond/Policy 69957381	400.00
56640	07/20/2015	Printed		IDCON	ID CONCEPTS, LLC	ID Credential Card	15.27
56641	07/20/2015	Printed		KC CHAMBER	KING CITY CHAMBER OF COMMERCE	Membership Fees	100.00
56642	07/20/2015	Printed		KCRUS	KING CITY RUSTLER	Subscription Acct #1065	49.70
56643	07/20/2015	Printed		M BASIA	MBASIA	Workers Comp, Liability &	216,320.62
56644	07/20/2015	Printed		MO BAY	MO BAY UNIFIED AIR POLLUTION	Per Capita Assessment	4,159.27
56645	07/20/2015	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	SLES Deputy Hours.	56,896.00
56646	07/20/2015	Printed		PAC	PG&E	Utilities -	38,094.60
56647	07/20/2015	Printed		PURE WATEF	PURE WATER BOTTLING	Flat Rate - KCPD	37.75
56648	07/20/2015	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	PowerWeb	20.95
56649	07/20/2015	Printed		SANTA BARB	SANTA BARBARA CONTROL	ORP Sensor, PH Sensor.	595.50
56650	07/20/2015	Printed		TAMC	TRANSPORTATION AGENCY	Congestion Management	4,302.00
56651	07/20/2015	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	79.66
56652	07/20/2015	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	Headworks Flight Pump.	13,155.57
Total Checks: 20						Checks Total (excluding void checks):	342,876.10
Total Payments: 20						Bank Total (excluding void checks):	342,876.10
Total Payments: 20						Grand Total (excluding void checks):	342,876.10

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 113 City Clerk							
10-113-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	114.50
							<u>114.50</u>
						Total Dept. City Clerk:	114.50
Dept: 121 City Manager							
10-121-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	403.00
							<u>403.00</u>
10-121-522.000	Operating Supplie: AMBAG	3475	FY 2015-16 Dues Assessment	0	07/01/2015	07/17/2015	2,416.00
							<u>2,416.00</u>
						Total Dept. City Manager:	2,819.00
Dept: 131 Finance							
10-131-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	546.50
							<u>546.50</u>
10-131-555.107	Public Official Bon CNA SURETY DIRECT BILL	FY 2015-16	Bond/Policy 69957381	0	06/12/2015	07/17/2015	400.00
							<u>400.00</u>
						Total Dept. Finance:	946.50
Dept: 161 Civic Center							
10-161-522.000	Operating Supplie: KING CITY RUSTLER	06022015	Subscription Acct #1065	0	06/02/2015	07/17/2015	49.70
							<u>49.70</u>
10-161-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	1,094.36
							<u>1,094.36</u>
10-161-541.103	Telephone AT & T	1734517380-070515	Access Transport Services	0	07/05/2015	07/17/2015	340.18
							<u>340.18</u>
10-161-541.104	Internet Access RED SHIFT INTERNET SERV	1689726	PowerWeb	0	07/01/2015	07/17/2015	20.95
							<u>20.95</u>
						Total Dept. Civic Center:	1,505.19
Dept: 231 Building & Safety							
10-231-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	311.50
							<u>311.50</u>
						Total Dept. Building & Safety:	311.50
Dept: 241 Planning							
10-241-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	67.00
							<u>67.00</u>
						Total Dept. Planning:	67.00
Dept: 264 Non-Departmental							
10-264-515.080	Workers' Compen:						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	MBASIA	150701-6	Workers Comp, Liability &	0	07/12/2015	07/17/2015	100,000.00
							100,000.00
10-264-515.086	Employee Assista						
	MBASIA	150701-6	Workers Comp, Liability &	0	07/12/2015	07/17/2015	1,329.12
							1,329.12
10-264-552.108	Air Pollution Dist C						
	MO BAY UNIFIED AIR POLL	251	Per Capita Assessment	0	07/09/2015	07/17/2015	4,159.27
							4,159.27
10-264-555.103	Liability Insurance						
	MBASIA	150701-6	Workers Comp, Liability &	0	07/12/2015	07/17/2015	114,991.50
							114,991.50
							Total Dept. Non-Departmental: 220,479.89
Dept: 311 Police Administration							
10-311-515.036	Self Insurance Exp						
	ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	314.00
							314.00
10-311-552.000	Dues & Membersh						
	KING CITY CHAMBER OF CC	2015	Membership Fees	0	07/02/2015	07/17/2015	100.00
							100.00
							Total Dept. Police Administration: 414.00
Dept: 312 Support Services							
10-312-515.036	Self Insurance Exp						
	ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	164.00
							164.00
10-312-541.101	Water						
	PURE WATER BOTTLING	267024	Flat Rate - KCPD	0	07/01/2015	07/17/2015	37.75
							37.75
10-312-541.102	Gas & Electricity						
	PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	2,069.68
							2,069.68
10-312-554.000	Printing & Publishi						
	ID CONCEPTS, LLC	15748	ID Credential Card	0	07/01/2015	07/17/2015	15.27
							15.27
							Total Dept. Support Services: 2,286.70
Dept: 315 Patrol & Field Operatio							
10-315-515.036	Self insurance Exp						
	ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	1,918.00
							1,918.00
10-315-515.080	Workers' Compen:						
	BAKER/MARK A.//	07302015	Adv Disability Pension Pmt	0	07/30/2015	07/17/2015	725.59
							725.59
10-315-543.302	Gasoline						
	AMERIGAS	3041947494	Tank Rent - #202707990	0	07/01/2015	07/17/2015	72.44
							72.44
10-315-558.103	Contract Services						
	MO CO SHERIFF'S OFFICE	281	SLES Deputy Hours	0	07/10/2015	07/17/2015	28,448.00
	MO CO SHERIFF'S OFFICE	280	SLES Deputy Hours.	0	07/10/2015	07/17/2015	28,448.00
							56,896.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Total Dept. Patrol & Field Operations:							59,612.03
Dept: 320 Code Enforcement							
10-320-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	95.00
							<u>95.00</u>
Total Dept. Code Enforcement:							95.00
Dept: 321 Fire Prevention & Supp							
10-321-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	282.85
							<u>282.85</u>
Dept. Fire Prevention & Suppression:							282.85
Dept: 422 Public Works Administ							
10-422-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	148.00
							<u>148.00</u>
Total Dept. Public Works Administration:							148.00
Dept: 426 City Park							
10-426-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	57.50
							<u>57.50</u>
10-426-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	2,104.52
							<u>2,104.52</u>
Total Dept. City Park:							2,162.02
Dept: 428 City Wide Landscaping							
10-428-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	77.75
							<u>77.75</u>
Total Dept. City Wide Landscaping:							77.75
Dept: 429 San Antonio Communit							
10-429-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	380.62
							<u>380.62</u>
Total Dept. San Antonio Community Park:							380.62
Dept: 430 Corporation Yard							
10-430-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	443.73
							<u>443.73</u>
Total Dept. Corporation Yard:							443.73
Dept: 620 Aquatics Program							
10-620-522.000	Operating Supplier U.S. BANK CORP PAYMENT	07062015AW	Various Charges -	0	07/06/2015	07/17/2015	8.00
							<u>8.00</u>
10-620-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	4,966.75
							<u>4,966.75</u>
Total Dept. Aquatics Program:							4,966.75
Dept: 620 Aquatics Program							
10-620-543.000	Repair & Maintena						

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	SANTA BARBARA CONTROL	93941	ORP Sensor, PH Sensor.	0	07/01/2015	07/17/2015	595.50
	UMSTEAD ELECTRIC	2833	Headworks Flight Pump.	0	07/08/2015	07/17/2015	9,107.87
							9,703.37
						Total Dept. Aquatics Program:	14,678.12
Dept: 621 Recreation Administrat							
10-621-521.000	Office Supplies						
	U.S. BANK CORP PAYMENT	07062015AW	Various Charges -	0	07/06/2015	07/17/2015	19.16
							19.16
10-621-553.000	Training						
	CALIFORNIA PARK & RECRE	07172015	Member - Part Time	0	07/17/2015	07/17/2015	95.00
							95.00
						otal Dept. Recreation Administration:	114.16
Dept: 623 Sports Facilities							
10-623-541.102	Gas & Electricity						
	PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	56.82
							56.82
						Total Dept. Sports Facilities:	56.82
						Total Fund General Fund:	306,995.38
Fund: 15 Airport Operations Fund							
Dept: 440 Airport Operations							
15-440-515.036	Self Insurance Exp						
	ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	256.00
							256.00
15-440-522.000	Operating Supplie:						
	U.S. BANK CORP PAYMENT	07062015MA	Various Charges -	0	07/06/2015	07/17/2015	52.50
							52.50
15-440-541.102	Gas & Electricity						
	PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	378.45
							378.45
						Total Dept. Airport Operations:	686.95
						I Airport Operations Fund:	686.95
Fund: 18 Sewer Operations Fund							
Dept: 412 Sewer Operations							
18-412-515.036	Self Insurance Exp						
	ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	256.50
							256.50
18-412-541.102	Gas & Electricity						
	PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	19,727.81
							19,727.81
18-412-543.000	Repair & Maintena						
	UMSTEAD ELECTRIC	2834	Villa Dr. Lift Station Pump.	0	07/08/2015	07/17/2015	4,047.70
							4,047.70
						Total Dept. Sewer Operations:	24,032.01
						d Sewer Operations Fund:	24,032.01

Fund: 22 State Gasoline Tax

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Dept: 264 Non-Departmental							
22-264-535.115	Traffic Impact Fee TRANSPORTATION AGENCY	2015-16	Congestion Management	0	06/05/2015	07/17/2015	4,302.00
							<u>4,302.00</u>
						Total Dept. Non-Departmental:	4,302.00
Dept: 423 Street Maintenance							
22-423-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	182.00
							<u>182.00</u>
						Total Dept. Street Maintenance:	182.00
Dept: 424 Street Sweeping							
22-424-515.036	Self Insurance Exp ADMINISTRATIVE SOLUTION	07132015	Medical Check Run	0	07/13/2015	07/17/2015	166.50
							<u>166.50</u>
						Total Dept. Street Sweeping:	166.50
Dept: 427 Street Lighting							
22-427-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	6,501.49
							<u>6,501.49</u>
						Total Dept. Street Lighting:	6,501.49
						Fund State Gasoline Tax:	11,151.99
Fund: 36 Riverview Gardens Land							
Dept: 465 Maintenance District							
36-465-541.102	Gas & Electricity PG&E	07012015	Utilities -	0	07/01/2015	07/17/2015	9.77
							<u>9.77</u>
						Total Dept. Maintenance District:	9.77
						view Gardens Landscape:	9.77
						Grand Total:	342,876.10

~~Approved by: [Signature]~~ ~~Date: [Date]~~
 Prepared by: *GR* 7/20/15
 Approved by: *[Signature]* 7/23/15
 Finance Director:
 City Manager:
 Recorded in Clbk by: *PB* 7/22/15
 Appended by:
 Posted by:

Check Register Report

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EXHIBIT 9

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BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
56675	08/03/2015	Printed		AT & T	AT & T	Monthly Statements -	2,158.99
56676	08/03/2015	Printed		AT&T - C	AT&T	Calnet 3 - KCPD	45.60
56677	08/03/2015	Printed		CASEY PRIN	CASEY PRINTING, INC.	City of King-Swim Lesson Cards	99.52
56678	08/03/2015	Printed		CSOFNE	CREATIVE SERVICES	S-7 Seven Point Junior Police	330.95
56679	08/03/2015	Printed		VEVH	EMERGENCY VEHICLE SPECIALISTS	Maint. & Repairs, Unit 109	1,337.43
56680	08/03/2015	Printed		FED EXP	FEDEX	Shipping, Acct#1697-6657-6	50.62
56681	08/03/2015	Printed		FERRERA	RAFAELA FERRERA	Refund Swim Lesson	35.00
56682	08/03/2015	Printed		FORGUE	RON FORGUE	Moving Expenses - Reimburse.	3,185.25
56683	08/03/2015	Printed		HARDEE	FRED HARDEE	Background Investigations -	6,476.82
56684	08/03/2015	Printed		GALLS, AN	GALLS, AN	30 Min Non Spike Flares	324.16
56685	08/03/2015	Printed		FLORESK	KRIS FLORES	Basketball Official -	210.00
56686	08/03/2015	Printed		LINCOLN	LINCOLN AQUATICS	Pool Maintenance	1,095.00
56687	08/03/2015	Printed		MAYNARD	THE MAYNARD GROUP	Platinum Service	458.29
56688	08/03/2015	Printed		MEDEYE	MEDICAL EYE SERVICES	Vision Billing Statement	60.20
56689	08/03/2015	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies -	670.59
56690	08/03/2015	Printed		OLCESE	KANDICE OLCESE	Refund, Session 2 & 3	70.00
56691	08/03/2015	Printed		PEREZMO	MOISES PEREZ	DJ-The King City Teen Dance	300.00
56692	08/03/2015	Printed		PICAZO	MARISOL PICAZO	Refund - Aquatics	5.00
56693	08/03/2015	Printed		PINNT	PINNACLE TECHNOLOGY SERVICES	1TB Hard Drive for Finance	371.03
56694	08/03/2015	Printed		PLIC	PLIC - SBD GRAND ISLAND	Insurance Balance Owing.	402.96
56695	08/03/2015	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	201.00
56696	08/03/2015	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies -	537.90
56697	08/03/2015	Printed		RAINBOW	RAINBOW PRINTING	Animal Control Forms	721.74
56698	08/03/2015	Printed		SALINAS V	SALINAS VALLEY PRO SQUAD	Uniforms	679.36
56699	08/03/2015	Printed		SOCOA	SERGIO ALVAREZ	2010 Dodge Charger	1,875.00
56700	08/03/2015	Printed		SIEMENS	SIEMENS INDUSTRY INC.	TS Signalized Intersection	97.19
56701	08/03/2015	Printed		SO CO NEWS	SO CO NEWSPAPERS	Sewer Infrastructure	240.00
56702	08/03/2015	Printed		STADRI	STADRI EMBLEMS, INC	King City Police -	189.50
56703	08/03/2015	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Uniforms	296.10
56704	08/03/2015	Printed		TORO	TORO PETROLEUM CORP.	Fuel and Oil	2,743.91
56705	08/03/2015	Printed		TRI	TRI-COUNTY FIRE PROTECTION INC	Sprinkler Qtly	95.00
56706	08/03/2015	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Maint. Contract	608.74
56707	08/03/2015	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	100.00
56708	08/03/2015	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	Replace Motor, Belts, Guard @	14,458.35
56709	08/03/2015	Printed		VERIZON WI	VERIZON WIRELESS	Monthly Service	1,032.22
56710	08/03/2015	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Supplies - Acct# 1767090	938.01
Total Checks: 36						Checks Total (excluding void checks):	42,501.43
Total Payments: 36						Bank Total (excluding void checks):	42,501.43
Total Payments: 36						Grand Total (excluding void checks):	42,501.43

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 10 General Fund							
Dept: 000							
10-000-475.005	Aquatics - Swim L						
	FERRERA/RAFAELA//	0717	Refund Swim Lesson	0	07/17/2015	07/31/2015	35.00
	OLCESE/KANDICE//	0715	Refund, Session 2 & 3	0	07/15/2015	07/31/2015	70.00
	PICAZO/MARISOL//	0710	Refund - Aquatics	0	07/10/2015	07/31/2015	5.00
							<u>110.00</u>
						Total Dept. 000:	110.00
Dept: 121 City Manager							
10-121-541.108	Cellular Telephone						
	VERIZON WIRELESS	9748877711	Monthly Service	0	07/12/2015	07/31/2015	106.76
							<u>106.76</u>
						Total Dept. City Manager:	106.76
Dept: 131 Finance							
10-131-543.202	Computer Mainten						
	PINNACLE TECHNOLOGY SI	1514	1TB Hard Drive for Finance	0	07/27/2015	07/31/2015	371.03
							<u>371.03</u>
						Total Dept. Finance:	371.03
Dept: 161 Civic Center							
10-161-521.000	Office Supplies						
	QUILL CORPORATION	5699322	Office Supplies -	0	07/07/2015	07/31/2015	34.10
							<u>34.10</u>
10-161-541.103	Telephone						
	AT & T	07102015	Monthly Statements -	0	07/10/2015	07/31/2015	1,975.27
							<u>1,975.27</u>
10-161-541.108	Cellular Telephone						
	VERIZON WIRELESS	9748877711	Monthly Service	0	07/12/2015	07/31/2015	0.19
							<u>0.19</u>
10-161-543.100	Building Repairs						
	UMSTEAD ELECTRIC	2839	New Heater @ KCPD	0	07/17/2015	07/31/2015	1,950.00
							<u>1,950.00</u>
10-161-543.201	Copier Maintenanc						
	U.S. BANCORP EQUIPMENT	283014264	Maint. Contract -	0	07/17/2015	07/31/2015	330.32
							<u>330.32</u>
10-161-543.204	Office Equipment I						
	MAYNARD GROUP/THE//	P222671	Platinum Service	0	08/01/2015	07/31/2015	458.29
							<u>458.29</u>
10-161-543.302	Gasoline						
	TORO PETROLEUM CORP.	73693	Fuel and Oil	0	07/16/2015	07/31/2015	69.12
							<u>69.12</u>
						Total Dept. Civic Center:	4,817.29
Dept: 231 Building & Safety							
10-231-543.302	Gasoline						
	TORO PETROLEUM CORP.	73693	Fuel and Oil	0	07/16/2015	07/31/2015	86.96
							<u>86.96</u>
						Total Dept. Building & Safety:	86.96
Dept: 241 Planning							
10-241-521.000	Office Supplies						

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	QUILL CORPORATION	5699322	Office Supplies -	0	07/07/2015	07/31/2015	503.80
							<u>503.80</u>
						Total Dept. Planning:	503.80
Dept: 311 Police Administration							
10-311-521.000	Office Supplies CREATIVE SERVICES	D15-10382	S-7 Seven Point Junior Police	0	07/15/2015	07/31/2015	330.95
							<u>330.95</u>
10-311-541.108	Cellular Telephone VERIZON WIRELESS	9749072094	Monthly Service -	0	07/15/2015	07/31/2015	136.44
							<u>136.44</u>
10-311-543.302	Gasoline TORO PETROLEUM CORP.	73821	Fuel and Oil	0	07/16/2015	07/31/2015	35.85
							<u>35.85</u>
10-311-552.000	Dues & Membersh U.S. BANK CORP PAYMENT	0706LC	Various Charges -	0	07/06/2015	07/31/2015	100.00
							<u>100.00</u>
10-311-558.312	Recruitment Exper FORGUE/RON//	FY 15-16	Moving Expenses - Reimburse.	0	07/23/2015	07/31/2015	3,185.25
							<u>3,185.25</u>
						Total Dept. Police Administration:	3,788.49
Dept: 312 Support Services							
10-312-521.000	Office Supplies OFFICE DEPOT	781983693001	Office Supplies -	0	07/21/2015	07/31/2015	135.93
	OFFICE DEPOT	781983860001	Office Supplies	0	07/21/2015	07/31/2015	55.19
	OFFICE DEPOT	781124113001	Office Supplies -	0	07/17/2015	07/31/2015	125.16
	OFFICE DEPOT	778590156001	Office Supplies -	0	07/01/2015	07/31/2015	103.31
	OFFICE DEPOT	779681777001	Office Supplies -	0	07/09/2015	07/31/2015	126.59
							<u>546.18</u>
10-312-521.101	Postage PURCHASE POWER*PITNEY	07122015	Postage -	0	07/12/2015	07/31/2015	201.00
							<u>201.00</u>
10-312-521.102	Copier Supplies OFFICE DEPOT	781124113001	Office Supplies -	0	07/17/2015	07/31/2015	124.41
							<u>124.41</u>
10-312-541.103	Telephone AT&T	6842574	Calnet 3 - KCPD	0	07/20/2015	07/31/2015	45.60
							<u>45.60</u>
10-312-543.201	Copier Maintenanc U.S. BANCORP EQUIPMENT	282734680	Maint. Contract	0	07/11/2015	07/31/2015	278.42
							<u>278.42</u>
10-312-554.000	Printing & Publishi RAINBOW PRINTING	16342	Notice of Violation/Vehicle	0	07/08/2015	07/31/2015	220.58
	RAINBOW PRINTING	16341	Business Cards	0	07/08/2015	07/31/2015	257.88
	RAINBOW PRINTING	16347	Animal Control Forms	0	07/16/2015	07/31/2015	243.28
							<u>721.74</u>
						Total Dept. Support Services:	1,917.35
Dept: 315 Patrol & Field Operatio							
10-315-515.030	Health Insurance MEDICAL EYE SERVICES	151942595001	Vision Billing Statement	0	07/09/2015	07/31/2015	60.20

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							<u>60.20</u>
10-315-515.036	Self Insurance Exp PLIC - SBD GRAND ISLAND	5911046	Insurance Balance Owing.	0	07/18/2015	07/31/2015	402.96
							<u>402.96</u>
10-315-522.109	Uniforms						
	GALLS, AN	003823097	Mourning Bands 10/PK	0	07/23/2015	07/31/2015	42.98
	SALINAS VALLEY PRO SQUA	258499	Uniforms	0	07/09/2015	07/31/2015	679.36
	STADRI EMBLEMS, INC	123247	King City Police -	0	07/15/2015	07/31/2015	189.50
	TEMPLETON UNIFORMS	83560	Uniforms	0	07/20/2015	07/31/2015	296.10
							<u>1,207.94</u>
10-315-522.110	Patrol & Auto Equi GALLS, AN	003754531	30 Min Non Spike Flares	0	07/07/2015	07/31/2015	281.18
							<u>281.18</u>
10-315-541.108	Cellular Telephone VERIZON WIRELESS	9749072094	Monthly Service -	0	07/15/2015	07/31/2015	671.73
							<u>671.73</u>
10-315-543.301	Vehicles Repair & EMERGENCY VEHICLE SPEI	4304	Maint & Repairs (Unit 109)	0	07/07/2015	07/31/2015	104.30
	EMERGENCY VEHICLE SPEI	4312	Maint. & Repairs, Unit 105	0	07/10/2015	07/31/2015	985.85
	EMERGENCY VEHICLE SPEI	4313	Maint. & Repairs, Unit 109	0	07/13/2015	07/31/2015	247.28
	SERGIO ALVAREZ	15531	2010 Dodge Charger	0	07/22/2015	07/31/2015	1,875.00
							<u>3,212.43</u>
10-315-543.302	Gasoline TORO PETROLEUM CORP.	73821	Fuel and Oil	0	07/16/2015	07/31/2015	1,699.87
							<u>1,699.87</u>
10-315-558.312	Recruitment Exper FRED HARDEE	0725	Background Investigations -	0	07/25/2015	07/31/2015	6,476.82
							<u>6,476.82</u>
							Total Dept. Patrol & Field Operations: 14,013.13
Dept: 320 Code Enforcement							
10-320-541.108	Cellular Telephone VERIZON WIRELESS	9749072094	Monthly Service -	0	07/15/2015	07/31/2015	25.50
							<u>25.50</u>
10-320-543.302	Gasoline TORO PETROLEUM CORP.	73821	Fuel and Oil	0	07/16/2015	07/31/2015	68.28
							<u>68.28</u>
							Total Dept. Code Enforcement: 93.78
Dept: 321 Fire Prevention & Supp							
10-321-541.103	Telephone AT & T	07102015	Monthly Statements -	0	07/10/2015	07/31/2015	-128.94
							<u>-128.94</u>
10-321-543.302	Gasoline TORO PETROLEUM CORP.	73693	Fuel and Oil	0	07/16/2015	07/31/2015	175.20
							<u>175.20</u>
							Dept. Fire Prevention & Suppression: 46.26
Dept: 422 Public Works Administ							
10-422-541.108	Cellular Telephone VERIZON WIRELESS	9748877711	Monthly Service	0	07/12/2015	07/31/2015	66.42
							<u>66.42</u>

INVOICE APPROVAL LIST BY FUND REPORT

July 31, 2015 (FY 2015-16)

Date: 08/03/2015

Time: 3:44 pm

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KING CITY CITY HALL

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
10-621-541.108	Cellular Telephone VERIZON WIRELESS	9748877711	Monthly Service	0	07/12/2015	07/31/2015	25.18
							<u>25.18</u>
						Total Dept. Recreation Administration:	434.40
Dept: 626 Youth Sports							
10-626-513.010	Temp Salary-Part KRIS FLORES	07242015	Basketball Official -	0	07/24/2015	07/31/2015	210.00
							<u>210.00</u>
						Total Dept. Youth Sports:	210.00
						Total Fund General Fund:	40,852.33
Fund: 12 Library Dvlpmnt Impactl							
Dept: 510 Library Building							
12-510-572.106	Library Building TRI-COUNTY FIRE PROTEC1	94818	Sprinkler Qtly	0	07/17/2015	07/31/2015	95.00
							<u>95.00</u>
						Total Dept. Library Building:	95.00
						Dvlpmnt ImpactFee Fund:	95.00
Fund: 15 Airport Operations Func							
Dept: 440 Airport Operations							
15-440-521.101	Postage FEDEX	5-098-07412	Shipping, Acct#1697-6657-6	0	07/17/2015	07/31/2015	50.62
							<u>50.62</u>
						Total Dept. Airport Operations:	50.62
						I Airport Operations Fund:	50.62
Fund: 18 Sewer Operations Fund							
Dept: 412 Sewer Operations							
18-412-543.200	Equipment Repair WILBUR-ELLIS COMPANY	9284329	Supplies - Acct# 1767090	0	07/24/2015	07/31/2015	938.01
							<u>938.01</u>
18-412-543.302	Gasoline TORO PETROLEUM CORP.	73693	Fuel and Oil	0	07/16/2015	07/31/2015	120.95
							<u>120.95</u>
18-412-554.000	Printing & Publishi SO CO NEWSPAPERS	0701	Sewer Infrastructure	0	07/01/2015	07/31/2015	240.00
							<u>240.00</u>
						Total Dept. Sewer Operations:	1,298.96
						d Sewer Operations Fund:	1,298.96
Fund: 22 State Gasoline Tax							
Dept: 423 Street Maintenance							
22-423-543.302	Gasoline TORO PETROLEUM CORP.	73693	Fuel and Oil	0	07/16/2015	07/31/2015	107.33
							<u>107.33</u>
						Total Dept. Street Maintenance:	107.33
Dept: 427 Street Lighting							

INVOICE APPROVAL LIST BY FUND REPORT

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
22-427-543.211	Traffic Signal Main SIEMENS INDUSTRY INC.	5610008699	TS Signalized Intersection	0	07/20/2015	07/31/2015	97.19
							<u>97.19</u>
						Total Dept. Street Lighting:	<u>97.19</u>
						 Fund State Gasoline Tax:	<u>204.52</u>
						Grand Total:	<u>42,501.43</u>

Accounts Payable **Date:**
 Prepared by: *Greens* 8/3/15
 Approved by:
 Finance Director: *MP*
 City Manager:
 Recorded in Ck/bk by: *RA* 8/4/15
 Appended by:
 Posted by:



Item 2(D)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: RECREATION COORDINATOR, ANDREA WASSON
RE: AWARD OF IT CONTRACT

RECOMMENDATION

Approve and file.

EXECUTIVE SUMMARY

The City of King drafted a Request for Proposals for IT services to replace our existing IT provider. The bid package consisted of providing ongoing support and coordination of all IT systems, and general management/maintenance of the IT systems at City Hall, Recreation Office, Police Department and Fire Department.

BACKGROUND

The City of King received bids from the following contractors in the amount of:

Alvarez Technology Group	\$2,285.00 plus \$150.00 hourly for special projects
Pinnacle Technology Services	\$1,105.00 plus \$125.00 hourly for special projects and \$80 per hour for travel
Mitchell Technologies	\$2,940.00 plus \$115.00 hourly for special projects

DISCUSSION

The City of King is in need of a new IT service provider. Alvarez Technologies is based in Salinas and has worked with other local governments and police departments, including City of Salinas and City of Gonzales. The company has over 70 clients under contract and over 40 employees. Alvarez Technology provides 24/7 monitoring of the city's computer systems. During business hours, Alvarez Technology's response time is within 30 minutes remotely and can solve IT issues remotely 90 percent of the time.

FISCAL IMPACT

\$2,285.00 per month, plus \$150 per hour for special projects.

EXHIBIT(S)

1. None

Prepared by: ANDREA WASSON, RECREATION COORDINATOR

Approved by: MICHAEL POWERS, CITY MANAGER



Item No. 3A

REPORT TO THE CITY COUNCIL

DATE: August 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: CITY ATTORNEY, MARTIN D. KOCZANOWICZ
RE: CONSIDERATION OF CONTRACT WITH OPTERRA FOR SOLAR ENERGY INFRASTRUCTURE

RECOMMENDATION

It is recommended that the Council receive the staff report, open the public hearing, receive any testimony and consider authorizing the Mayor to execute the attached contract (Exhibit 1) with OpTerra for solar energy infrastructure and maintenance.

DISCUSSION

Council received several presentations from representatives of OpTerra (formerly Chevron) regarding potential energy savings that can be realized by the City through installation of solar panel arrays at the Waste Water Treatment facility and the City Pool. At the May 26th Council meeting financing options were outlined by Op Terra. Special Counsel and representatives from OpTerra have been negotiating the terms of the contract and have arrived at a document attached to this staff report. The contract provides for installation of two solar arrays which will, according to the agreement, allow the City to realize substantial savings in energy costs, well in excess of the costs of maintenance and installation. Per council's authorization, the costs will be 100% financed through a third party, with payment schedule generally depicted in Exhibit 2.

Staff wants to make sure that Council is cognizant that the project was not competitively bid (allowed for these types of energy saving projects under the state law) and therefore there are no cost or performance comparisons from other vendors or manufacturers. The equipment proposed for installation is warranted. Staff will be prepared to discuss

ALTERNATIVES

Council has following alternatives:

1. Authorize the Mayor to execute the agreement on behalf of the City.
2. Direct staff to negotiate further revisions to the contract.
3. Fail to authorize the agreement and provide other direction to staff

FISCAL IMPACT

Agreement projects substantial savings in energy costs, as depicted in Exhibit 2. These savings would be a benefit to both the general fund and sewer enterprise.

EXHIBIT(S)

1. Final draft Contract with Opter
2. Cost schedule



**Energy Services Contract
King City and OpTerra Energy Services**

DIR Project Registration # _____
OpTerra ES Project #: 00041
OpTerra ES Contract # R _____

ENERGY SERVICES CONTRACT

DRAFT DATED August 20 2015

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of August , 2015 (the "Contract Effective Date") by and between **OpTerra Energy Services, Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("OpTerra Energy Services"), and the **City of King City** ("King City") and together with OpTerra Energy Services the "Parties" and each of King City and OpTerra Energy Services a "Party".

CONTRACT RECITALS

WHEREAS, King City owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and King City wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, OpTerra Energy Services is a full-service energy services company with the technical capabilities to provide services to King City including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, OpTerra Energy Services identified potential energy and operational savings opportunities at King City's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on May 26, 2015, OpTerra Energy Services delivered the recommendations (a copy of which is attached as Attachment B) on an arms' length basis to personnel of King City for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, King City has accepted the recommended ECMs and OpTerra Energy Services represents that the anticipated cost to implement the recommendations will be Two Million Four Hundred Fifty-One Thousand Three Hundred Seventy-Five Dollars (\$2,451,375), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of the fees for Maintenance Services described in Attachment F; and

WHEREAS, OpTerra Energy Services estimates that King City will save in excess of \$216,000 per year: ; and

WHEREAS, OpTerra Energy Services has represented that to implement the recommended ECMs will be less than the anticipated cost to King City for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by King City in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, King City held a regularly scheduled public hearing on August 25, 2015, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, King City has determined that entering into this energy services contract to implement the ECM recommendations is in the best interests of King City and that California Government Code §4217.10 *et seq.* allows King City to enter into this Contract; and

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, King City approved this Contract and authorized its execution.

NOW, THEREFORE, King City and OpTerra Energy Services hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

"Abnormally Severe Weather Conditions" means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term "Abnormally Severe Weather

Conditions” specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“**Applicable Permits**” means all permits and approvals required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“**Application for Payment**” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in 0.

“**Attachment**” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	King City’s Facilities and Existing Equipment
Attachment B	OpTerra Energy Services Recommendations
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Schedule of Values

“**Beneficial Use**” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“**Business Day**” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“**CEQA**” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“**Certificate of Beneficial Use**” means the certificate, issued by OpTerra Energy Services to King City and subcontractor(s), which identifies when King City took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Final Completion**” means the certificate issued by OpTerra Energy Services to King City, in accordance with 0. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Certificate of Substantial Completion**” means the certificate issued by OpTerra Energy Services to King City, in accordance with 0. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“**Change**” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“**Change in Law**” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law).

“**Change Order**” means a written document, signed by both OpTerra Energy Services and King City, authorizing OpTerra Energy Services to perform a Change. The Change Order modifies the Scope of Work and should identify:

(i) the applicable Change; (ii) any additional compensation to be paid to OpTerra Energy Services to perform such Change; and (iii) any extension of time to complete the Project.

“Construction” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

“Construction Documents” means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

“Construction Period” means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the date of Final Completion.

“Contract” is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

“Contract Amount” means Two Million Four Hundred Fifty-One Thousand Three Hundred Seventy-Five Dollars (\$2,451,375), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

“Contract Bonds” is defined in 0.

“Contract Effective Date” is defined in the Preamble.

“Delay” means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

“Dispute” is defined in 0.

“ECM” is defined in the Recitals.

“Energy Delivery Point” means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

“Energy Usage Data” is defined in 0.

“Event of Default” is defined in ARTICLE 15.

“Excusable Event” means an act, event, occurrence, condition or cause beyond the control of OpTerra Energy Services, including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any King City Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of OpTerra Energy Services; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or King City, except to the extent due to the failure to OpTerra Energy Services to perform in accordance with the standards set forth in this Contract; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of OpTerra Energy Services; (vi) information provided to OpTerra Energy Services by King City or Utility is later found to be inaccurate or incomplete and causes actual delay or changes to the Work; (vii) any Change in Law that materially affects the Work; (viii) Delay caused by pending litigation; (ix) acts of God or terrorist acts; (x) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xi) work by Utility; (xii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiii) sabotage, vandalism, riots or civil disobedience; (xiv) labor disputes or strikes; (xv) labor or material shortages, delay in manufacturing and deliveries of equipment not caused by the action or inaction of OpTerra Energy Services; (xvi) Abnormally Severe Weather Conditions; (xvii) requirement by Utility that any Generating Facility discontinue operation; (xviii) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xix) any Utility power outage at a Facility.

“Facilities” is defined in the Recitals.

“Final Completion” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to King City of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

"Generating Facility" means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*), as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Q as potential money due to King City from rebate programs.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work, in a workmanlike manner, and in accordance with all Applicable Laws.

"Instruments of Service" is defined in ARTICLE 10(c).

"Interconnection Agreement" means the Interconnection Agreement to be entered into between King City and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Q.

"Interest" means simple, non-compounded interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) seven percent (7%). The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"King City" is defined in the Preamble.

"King City Persons" means King City, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of King City or for whom King City is responsible.

"Losses" is defined in Q.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) OpTerra Energy Services' receipt of the fully signed Certificate of Final Completion, and (ii) OpTerra Energy Services' receipt of the full Contract Amount.

"M&V Services" (if any) are defined in Attachment E.

"Maintenance Services" (if any) are defined in Attachment F.

"Measurement Period" means each one-year period following the M&V Commencement Date.

"NEC" means the National Electric Code.

"Notice to Proceed" is defined in Q.

"OpTerra Energy Services" is defined in the Preamble.

"OpTerra Energy Services Warranty" is defined in Q.

"Party" and **"Parties"** are defined in the Preamble.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Professional Services" means professional services (such as Maintenance Services and M&V Services, if any) provided by OpTerra Energy Services to King City under this Contract.

"Project" means the entirety of Work to be performed by OpTerra Energy Services pursuant to the Scope of Work, and any Change Orders.

"Project Location" means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair King City’s ability to beneficially operate and utilize such portion of the Work.

“**Retention**” is defined in Q.

“**Schedule of Values**” is defined in Section 8.01.

“**Scope of Work**” means the Work set forth in Attachments C and D, as modified by any Change Order.

“**Substantial Completion**” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that King City can take Beneficial Use thereof.

“**Surety**” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to King City.

“**Utility**” is defined in Q.

“**Work**” means the Work to be done by OpTerra Energy Services pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day of the Energy Guarantee Term (as defined in Attachment E), unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract. OpTerra Energy Services will perform its obligations under this Contract in a timely manner (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. OpTerra Energy Services represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein must meet the approval of King City, such approval to be granted or denied in accordance with the requirements set forth in this Contract, and will be subject to King City’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C (Solar PV and Light Retrofits) and D (Data Acquisition System), except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E (Measurement and Verification) and F (Maintenance Services), except pursuant to a Change Order. The maximum price for Maintenance Services begins at \$16,794 annually, and increases to \$18,902 over the Contract term, as is more fully described in Attachment E.

Section 2.04 Project Schedule. After the Contract Effective Date, OpTerra Energy Services will develop, with input from King City, a master project schedule using Microsoft Project®. The schedule shall provide that all construction work shall be completed within six (6) months from the Notice to Proceed and time is of the essence. OpTerra Energy Services will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.05 Notice to Proceed. Within ten (10) days after King City has closed the financing referenced in Q, King City will issue to OpTerra Energy Services a written Notice to Proceed (“Notice to Proceed”). OpTerra Energy Services will begin Work within thirty (30) calendar days after OpTerra Energy Services’ receipt of the Notice to Proceed. If King City fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon King City closing financing that will allow it to make the payments to OpTerra Energy Services required by this Contract. Upon execution of this Contract, King City will have thirty (30) calendar days to close such financing. If the financing is not closed within this time, for any reason, whether it be due to

negligent or intentional act on the part of King City, a decision not to proceed and/or acts beyond the control of King City, either Party may by written notice to the other Party declare this Contract to be null and void without liability to the other party; and the Contract will be null and void as of the other Party's receipt of this notice. It is acknowledged and agreed that OpTerra Energy Services will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, King City will provide OpTerra Energy Services proof that financial arrangements have been made to fulfill King City's obligations under this Contract. King City's requirement to furnish such proof to OpTerra Energy Services is a condition precedent to commencement of the Work. After commencement of the Work, OpTerra Energy Services may request such proof if (i) King City fails to make payments to OpTerra Energy Services as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) OpTerra Energy Services has other reasonable concerns regarding King City's ability to fulfill its payment obligations under this Contract when due. King City will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After King City furnishes any such proof, King City will not materially vary such financial arrangements in any manner that will affect King City's ability to make payment to OpTerra Energy Services unless King City has an alternative financing plan which has been discussed with and agreed to by OpTerra Energy Services. If King City fails to provide OpTerra Energy Services with such proof within ten (10) calendar days of receiving a demand from OpTerra Energy Services, OpTerra Energy Services will be entitled to suspend its performance under this Contract until such proof is received.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, King City must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) King City will cooperate fully with and assist OpTerra Energy Services in obtaining all Applicable Permits required under this Contract. OpTerra Energy Services is responsible for obtaining (but not paying for) Applicable Permits, except those Applicable Permits to be issued by King City itself. King City will be responsible for obtaining and paying for all other permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.
- (c) King City waives all fees associated with city plan checks (including expedited plan checks), permits, and inspections and King City is responsible for utility interconnection(s) fees and other costs that may be required by the Utilities as part of the Interconnection Agreement(s), except for the filing and processing fees expressly set forth in the Scope of Work, which are the responsibility of OpTerra Energy Services. .

Section 3.02 Coordination. In the event that King City has other contractors, workers or suppliers at the project site, King City will coordinate the activities of such persons with the activities of OpTerra Energy Services and its subcontractors and suppliers.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, OpTerra Energy Services will periodically meet with King City to report on the general status and progress of the Work.

Section 3.04 Project Location Access. King City hereby grants to OpTerra Energy Services, without cost to OpTerra Energy Services, all rights of ingress and egress at the Project Location, necessary for OpTerra Energy Services to perform the Work and provide all services contemplated by this Contract. OpTerra Energy Services will provide twenty-four-hour advance notice to King City for access to any King City Facilities. All persons entering the Project Location, including King City and its employees and agents, must follow OpTerra Energy Services' safety procedures. OpTerra Energy Services may (but is not required to) make transportation available to King City and King City's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that OpTerra Energy Services, and any agents and employees of OpTerra Energy Services, its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of King City for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) OpTerra Energy Services has already provided King City with recommendations and preliminary plans and specifications which are the basis for its cost estimates. After the Contract Effective Date, OpTerra Energy Services will proceed with the preparation of any final necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by King City, OpTerra Energy Services will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) King City will designate a single-point representative with whom OpTerra Energy Services may consult on a reasonable, regular basis and who is authorized to act on King City's behalf with respect to the Project design. King City's representative will render decisions in a timely manner with regard to any documents submitted by OpTerra Energy Services and to other requests made by OpTerra Energy Services in order to avoid delay in the orderly and sequential progress of OpTerra Energy Services' design services.
- (d) To the extent not already provided, within ten (10) Business Days after OpTerra Energy Services' request, King City will:
 - (i) furnish all surveys or other information in King City's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply OpTerra Energy Services with all relevant information in King City's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
 - (v) obtain any and all title reports for those Project Locations reasonably requested by OpTerra Energy Services.
- (e) All information furnished pursuant to this Q will be supplied at King City's expense, and OpTerra Energy Services will be entitled to rely upon the accuracy and completeness of all information provided. If OpTerra Energy Services is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Q gives rise to a Change to the Work or an Excusable Event, OpTerra Energy Services will notify King City. The Parties will meet and confer with respect to those Changes, and OpTerra Energy Services will submit a request for an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether King City's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 18.
- (g) OpTerra Energy Services contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by King City prior to the execution of this Contract. However, any disclosure or discovery of Hazardous Substances that will affect the performance of the Work after the execution of this Contract will constitute a valid basis for a Change Order or termination by King City of the affected portion of the Project, with an equitable change order adjustment reducing the Contract Amount.

Section 4.02 Review of Construction Documents. OpTerra Energy Services will prepare and submit all drawings and specifications to King City for review. King City will review the documents and provide any comments in writing to OpTerra Energy Services within ten (10) Business Days after receipt of the documents. OpTerra Energy Services will incorporate appropriate King City comments into the applicable drawings and specifications. OpTerra Energy Services reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If King City fails to provide written comments within the ten (10) Business Day period, the documents will be deemed final and complete.

Section 4.03 Permits. The respective obligations of the Parties in obtaining permits are as specified in Section 3.01. King City will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by OpTerra

Energy Services due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority, unless such Change is the result of OpTerra's failure to perform in accordance with this Contract.

Section 4.04 Changes During Final Design Phase. If during the design phase King City requests material Changes and/or modifications to the Work and/or an Excusable Event occurs, OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) King City requests material changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) King City causes delays during OpTerra Energy Services' design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) material changes to the Scope of Work required to obtain Applicable Permits; (v) damage to any equipment or other Work installed by OpTerra Energy Services caused by the act or omission of King City which will cause delay or additional expense; (vi) material changes and/or material modifications to Scope of Work ordered by any Governmental Authority; and (vii) any other condition that would not reasonably have been anticipated by OpTerra Energy Services, that modifies and/or changes the Scope of Work and increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, OpTerra Energy Services will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by OpTerra Energy Services and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 OpTerra Energy Services' Responsibilities During Construction Phase.

- (a) As an independent contractor to King City, OpTerra Energy Services will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. OpTerra Energy Services will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. OpTerra Energy Services will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) OpTerra Energy Services will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to King City's operations at the Project Location. OpTerra Energy Services will provide at least thirty (30) calendar days' written notice to King City of any planned power outages that will be necessary for the construction. OpTerra Energy Services will cooperate with King City in scheduling such outages, and King City agrees to provide its reasonable approval of any scheduled outage.
- (c) OpTerra Energy Services will initiate and maintain a safety program in connection with its Construction of the Project. OpTerra Energy Services will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of OpTerra Energy Services and subcontractors performing Work under this Contract; (ii) OpTerra Energy Services' property and other materials to be incorporated into the Project, under the care, custody, and control of OpTerra Energy Services or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. OpTerra Energy Services will not be responsible for King City's employees' safety unless OpTerra Energy Services' negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) OpTerra Energy Services will provide notice to King City of scheduled test(s) of installed equipment, if any, and King City and/or its designees will have the right to be present at any or all such tests conducted by OpTerra Energy Services, any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, OpTerra Energy Services will, in advance of excavation, submit to King City and/or a registered civil or structural engineer, employed by King City, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by King City or by the person to whom authority to accept has been delegated by King City. Pursuant to California Labor Code §6705, nothing in this ARTICLE 5(e) imposes tort liability on King City or any of its employees.

- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
- (i) OpTerra Energy Services will promptly, and before the following conditions are disturbed, notify King City, in writing, of any:
 - 1) Material that OpTerra Energy Services believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to OpTerra Energy Services before the Contract Effective Date;
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) King City will promptly investigate the conditions and, if it finds that the conditions do materially so differ, and cause a decrease or increase in OpTerra Energy Services' cost of, or the time required for, performance of any part of the Work such that there is a valid basis for additional compensation and/or time extensions, King City will issue a Change Order under the procedures described in this Contract.
 - (iii) If a hazardous waste is discovered, King City will have the option to delete a portion or portions of the Work with an equitable change order adjustment reducing the Contract Amount.
 - (iv) If a dispute arises between King City and OpTerra Energy Services, whether the conditions materially differ, other than the discovery of hazardous waste, or cause a decrease or increase in OpTerra Energy Services' cost of, or time required for, performance of any part of the Work, OpTerra Energy Services will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. OpTerra Energy Services will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 King City's Responsibilities During Construction Phase.

- (a) King City will designate a single-point representative authorized to act on King City's behalf with respect to Project construction and/or equipment installation. King City may from time to time change the designated representative and will provide written notice to OpTerra Energy Services of such change. Any independent review of the construction will be undertaken at King City's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of OpTerra Energy Services' Work.
- (b) King City will provide a temporary staging area for OpTerra Energy Services, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. King City will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and OpTerra Energy Services will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. King City will provide access to the Facilities, including parking permits and identification tags, for OpTerra Energy Services and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by OpTerra Energy Services and acceptable to King City. King City will also provide a readily available security escort to unlock and lock doors. King City will not unreasonably restrict OpTerra Energy Services' access to Facilities to make emergency repairs or corrections as OpTerra Energy Services may determine are needed.
- (c) King City will maintain the portion of the Project Location that is not directly affected by OpTerra Energy Services' Work. King City will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of King City.
- (d) King City will obtain any required environmental clearance from, and any special permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) King City will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by King City and such documentation made available to OpTerra Energy Services are the responsibility of King City. If OpTerra Energy Services encounters such unforeseen conditions in the performance of the Work, OpTerra Energy Services will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) OpTerra Energy Services will respond to the discovery of Hazardous Substances at or around the Project Location during the course of OpTerra Energy Services' construction in accordance with 0.

- (g) If necessary, King City will coordinate the Work to be performed by OpTerra Energy Services with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that OpTerra Energy Services will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) King City will allow OpTerra Energy Services and its subcontractors access to and reasonable use of necessary quantities of King City's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to OpTerra Energy Services, but King City is under no obligation to create extra electrical outlets or water nozzles for OpTerra Energy Services.
- (i) King City will provide OpTerra Energy Services and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to OpTerra Energy Services, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) King City will also do the following:
 - (1) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (2) When requested by OpTerra Energy Services, participate in the job inspection walk-through with OpTerra Energy Services to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
 - (3) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - (4) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. Either Party may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both King City and OpTerra Energy Services. OpTerra Energy Services will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved.
- (b) Change Orders Requiring Additional Compensation. All Change Orders must be in writing and signed by both parties. If during construction, King City requests changes and/or modifications to the Work, the request shall be memorialized in a writing and signed by both parties. OpTerra Energy Services may request additional compensation for the following reasons, that include, but are not limited to: (i) King City requests material changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) King City causes delays during OpTerra Energy Services' construction work that materially impacts the cost or time to complete the Work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work that materially impact the cost or time to complete the Work; (iv) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority which are not caused by OpTerra Energy Services' failure to perform in accordance with this Contract; (v) damage to any equipment or other Work installed by OpTerra Energy Services caused by the act or omission of King City that impacts the cost or time to complete the Work; (vi) changes and/or modifications to Scope of Work ordered by any Governmental Authority not caused by OpTerra Energy Services' failure to perform in accordance with this Contract; and (viii) any other condition that would not reasonably have been anticipated by OpTerra Energy Services, that materially modifies and/or changes the Scope of Work or the Contract Amount.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
 - 1. unit prices set forth in this Contract or as subsequently agreed;
 - 2. a mutually accepted, itemized lump sum; or
 - 3. actual costs calculated on a basis agreed upon by King City and OpTerra Energy Services plus a fee of fifteen percent (15%) of such costs.

- (e) Disagreements. If there is a disagreement between King City and OpTerra Energy Services as to whether OpTerra Energy Services is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 18.

Section 5.05 Minor Changes to Scope of Work. OpTerra Energy Services has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to King City. OpTerra Energy Services will either promptly inform King City, in writing, of any minor changes made during the implementation of the Project, or make available to King City at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) OpTerra Energy Services will promptly provide written notice to King City if OpTerra Energy Services observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. OpTerra Energy Services will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. King City will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances, or in the alternative, cancelling the Contract or a portion of the Scope of Work with an equitable adjustment to the Contract Amount. King City will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. OpTerra Energy Services will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. King City is unaware of any Hazardous Substances at or around the Project Location, or of any unsafe working conditions.
- (b) King City will indemnify, defend, and hold OpTerra Energy Services harmless from and against any and all Losses that in any way result from, or arise under, such King City owned or generated Hazardous Substances, except for liabilities due to the negligence or willful misconduct of OpTerra Energy Services, or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of OpTerra Energy Services' Work, (iii) may cause OpTerra Energy Services' completed Work to be non-compliant with applicable codes, (iv) may prevent King City from realizing the full benefits of OpTerra Energy Services' Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of OpTerra Energy Services' Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, OpTerra Energy Services will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. OpTerra Energy Services, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with King City for additional compensation and, if appropriate, an extension of time.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Intentionally Deleted.

Section 6.02 Substantial Completion. When OpTerra Energy Services considers the Work, or any portion thereof, to be Substantially Complete, OpTerra Energy Services will supply to King City a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. King City will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to OpTerra Energy Services acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion King City will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. King City agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When OpTerra Energy Services considers the entirety of the Work to be Finally Complete, OpTerra Energy Services will notify King City that the Work is fully complete and ready for final inspection. King City will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of OpTerra Energy Services' certification that the Work is complete. If King City believes the Work is not fully completed, it must notify OpTerra Energy Services in writing of the reasons for such determination within five (5) Business Days after the inspection. When King City agrees that the Work is fully completed, OpTerra Energy Services will issue a Certificate of Final Completion, which King City must sign. King City agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, OpTerra shall provide King

City with a release of all liens and Stop Notices. King City will pay OpTerra Energy Services any remaining Contract Amount due and any outstanding Retention being withheld by King City, minus any amounts being held pursuant to a Stop Notice, claim/lien or other lawful order, in accordance with Q. King City may give OpTerra Energy Services written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to King City upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by King City or (ii) the date any such items are incorporated into the Project Location. OpTerra Energy Services will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to King City will in no way affect King City's and OpTerra Energy Services' rights and obligations as set forth in other provisions of this Contract. You will still have obligations under the attachments for the energy guarantee, monitoring, and maintenance. There is a limitation of liability in another section of the contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. OpTerra Energy Services may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as OpTerra Energy Services may select in its discretion to perform the Work. OpTerra Energy Services will not be required to enter into any subcontracts with parties whom OpTerra Energy Services has not selected or subcontractors whom OpTerra Energy Services has objection to using.

Section 7.02 Prompt Payment of Subcontractors. OpTerra Energy Services will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any stop notices or other claim under any provision of Applicable Law from arising against any King City property, against OpTerra Energy Services' rights to payments hereunder, or against King City.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of OpTerra Energy Services' subcontractors and King City, or any obligation on the part of King City to pay any sums to any of OpTerra Energy Services' subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of OpTerra Energy Services and OpTerra Energy Services' subcontractors performing Work at the Project Location will be paid the prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, King City will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office, which shall be made available to any interested party upon request pursuant to Labor Code §1773.2.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. After ordering the material as described in section 4.01(b), OpTerra Energy Services will invoice King City for a mobilization payment in the amount of Three Hundred Sixty-Seven Thousand Seven Hundred Six Dollars and Twenty-Five Cents (\$367,706.25). This amount must be paid to OpTerra Energy Services within thirty (30) calendar days after King City's receipt of an invoice for the amount. In addition, as the Work progresses, OpTerra Energy Services will submit to King City its applications for monthly payments based on the progress made on the Project through the date on which OpTerra Energy Services submits such Application for Payment. A schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values") is attached hereto as Attachment G. Each line item contained in the Schedule of Values is assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. Except as set forth above regarding the mobilization payment, as a general practice, no invoices for material shall be presented until the materials have been delivered to and accepted by King City unless OpTerra Energy Services furnishes to King City written consent from the Surety approving the advance payment for materials stored off site. Then King City will pre-pay one hundred percent (100%) of OpTerra Energy Services' Application for Payment for the materials, less Retention as indicated in Q. OpTerra Energy Services will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work

Section 8.03 Retention. King City, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment. A failure to approve and pay an Application for Payment in a timely manner is a material default by King City under this Contract. King City may, at its option, make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to

California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and OpTerra Energy Services may invoice and King City will pay this amount. King City will pay OpTerra Energy Services the remaining two percent (2%) Retention amount upon achieving Final Completion.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to OpTerra Energy Services for any remaining Retention withheld by King City.

Section 8.05 Disputed Invoices/Late Payments. King City may in good faith dispute any Application for Payment, or part thereof, within thirty (30) calendar days after the date the Application for Payment was received by King City. If King City disputes all or a portion of any Application for Payment, King City will pay the undisputed portion when due and provide OpTerra Energy Services a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. If any amount disputed by King City is finally determined to be due to OpTerra Energy Services, either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 18 below, it will be paid to OpTerra Energy Services within ten (10) Business Days after such final determination, plus Interest commencing from ninety (90) days after the date billed or claimed until such amount is paid.

Section 8.06 Rebate Programs. OpTerra Energy Services will assist King City in the preparation and submission to the applicable agencies of applications and documentation necessary for the following energy efficiency rebate, incentive, and/or loan program(s): _____. OpTerra Energy Services makes no guarantee that King City will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including those listed above (collectively, "Incentive Funds"), or any portion thereof; OpTerra Energy Services expressly disclaims any liability for King City's failure to receive any portion of the Incentive Funds, and King City acknowledges and agrees that OpTerra Energy Services will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

KING CITY WILL HAVE NO REMEDIES AGAINST EITHER OPTERRA ENERGY SERVICES OR ANY OPTERRA ENERGY SERVICES SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW, AND ANY PAYMENTS WHICH MAY BE DUE PURSUANT TO THE ENERGY GUARANTEE IN ATTACHMENT E.

Section 9.01 OpTerra Energy Services warrants to King City that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. OpTerra Energy Services further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("OpTerra Energy Services Warranty").

Section 9.02 Equipment and material warranties that exceed the OpTerra Energy Services Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to King City. During the OpTerra Energy Services Warranty period, OpTerra Energy Services will be King City's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the OpTerra Energy Services Warranty period, OpTerra Energy Services, or OpTerra Energy Services' subcontractors, will correct its defects, and/or OpTerra Energy Services will work with the equipment or material manufacturer as King City's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of King City. If a warranty issue arises on any equipment or material installed after the OpTerra Energy Services Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, King City will contact the manufacturer directly to resolve such warranty issues and King City acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than OpTerra Energy Services or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized OpTerra Energy Services subcontractor, improper use or operation, or normal wear and tear under normal usage. All implied warranties for latent defects, whether in design, engineering, or construction, will terminate five (5) years from the date of Final Completion.

Section 9.04 King City and OpTerra Energy Services have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to OpTerra Energy Services for performance of the Work. King City and OpTerra Energy Services agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, OpTerra Energy Services' total aggregate liability to King City is limited to one hundred percent (100%)

of the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) **Ownership:** Except as expressly provided in this Contract, King City will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. OpTerra Energy Services will own all inventions, models, processes, methods, and all other work products developed or used in connection with the Work, including all intellectual property rights therein.
- (b) **License:** Solely in connection with the Facilities, OpTerra Energy Services grants to King City a limited, perpetual, royalty-free, non-transferrable license for any OpTerra Energy Services intellectual property rights necessary for King City to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) **Ownership and Use of Instruments of Service:** All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work created by OpTerra Energy Services (or its subcontractors) (the "Instruments of Service") furnished directly in writing to King City by OpTerra Energy Services under this Contract shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of the King City. Notwithstanding the foregoing, OpTerra Energy Services shall retain intellectual property rights in all pre-existing documents, data, software, and other intellectual property which may be used or relied upon in preparing the original works delivered under this Agreement. This is not a software development agreement, and King City will not acquire any right or interest in any computer software.
- (d) Any use of the Instruments of Service for any other project will be at King City's sole risk and without liability to OpTerra Energy Services. If King City uses the Instruments of Service for additions to the Project on its own or with a third party, King City agrees to waive and release, and indemnify and hold harmless, OpTerra Energy Services, its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

ARTICLE 11. INDEMNIFICATION / INSURANCE / BONDS

Section 11.01 Indemnification. To the full extent permitted by Applicable Laws, OpTerra Energy Services will indemnify, hold harmless, release and defend King City, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of OpTerra Energy Services's performance or activities hereunder, including the performance or activities of other persons employed or utilized by OpTerra Energy Services in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of King City. This indemnification obligation will continue to bind OpTerra Energy Services after the termination of this Contract.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability.

Section 11.03 OpTerra Energy Services Insurance. OpTerra Energy Services will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to King City via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which OpTerra Energy Services is not a qualified self-insured. Limits as follows:
 - * Workers' Compensation: Statutory
 - * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit
- (b) Commercial General Liability insurance with limits of:
 - * \$2,000,000 each occurrence for Bodily Injury and Property Damage
 - * \$4,000,000 General Aggregate - other than Products/Completed Operations
 - * \$4,000,000 Products/Completed Operations Aggregate

- * \$2,000,000 Personal and Advertising Injury
- * \$ 100,000 Damage to premises rented to OpTerra Energy Services

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

- (c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.
- (d) Professional Liability insurance with limits of:
 - * \$1,000,000 per occurrence
 - * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- (e) Umbrella/Excess Liability Insurance. Limits as follows:
 - * \$1,000,000 each occurrence
 - * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- (f) Policy Endorsements.
 - * The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against King City, but only to the extent of the indemnity obligations contained in this Contract.
 - * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (i) include King City as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 11.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, OpTerra Energy Services will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). Said bonds shall be issued by a surety with a certificate of insurance on file and in good standing with the Department of Insurance. A copy of said certificate shall be provided to King City within ten (10) days of receiving the Notice to Proceed. No payments shall be due to OpTerra until said certificate is provided to King City. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor material manufacturer's warranty or other third-party warranty being assigned to King City.

ARTICLE 12. Intentionally Deleted.

ARTICLE 13. MUNICIPAL ADVISOR

Section 13.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT OPTERRA ENERGY SERVICES IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO KING CITY WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT KING CITY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. OPTERRA ENERGY SERVICES IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO KING CITY OR THE PROVISION OF INFORMATION TO KING CITY. KING CITY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR KING CITY'S SITUATION.

ARTICLE 14. TRADE SECRETS

OpTerra Energy Services acknowledges that (a) King City is a municipality subject to the requirements of the Brown Act and the California Public Records Act ("CPRA"), and (b) King City may be required to disclose certain information regarding the terms of any transaction hereunder between the parties to the public as part of its approval process. If King City receives a request for information concerning this Contract or the terms of any transaction hereunder between the parties

under the CPRA, the Customer will notify OpTerra Energy Services prior to the date of the required disclosure as to the nature of the request or requirement and Customer's interpretation of the applicable disclosure requirements. OpTerra Energy Services, Inc. will have the sole obligation at its sole expense to seek a protective order or other appropriate remedy to prevent disclosure.

ARTICLE 15. EVENTS OF DEFAULT

Section 15.01 Events of Default by OpTerra Energy Services. Each of the following events or conditions will constitute an "Event of Default" by OpTerra Energy Services:

- (i) any substantial failure by OpTerra Energy Services to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to OpTerra Energy Services demanding that such failure to perform be cured; *provided* that such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; or
- (ii) any material representation or warranty furnished by OpTerra Energy Services in this Contract which was not fulfilled, false or misleading in any material respect when made.

Section 15.02 Events of Default by King City. Each of the following events or conditions will constitute an "Event of Default" by King City:

- (i) any substantial failure by King City to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to King City demanding that such failure to perform be cured; *provided* that such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; or
- (ii) any material representation furnished by King City in this Contract which was not fulfilled, false or misleading in any material respect when made; or
- (iii) any failure by King City to pay any amount to OpTerra Energy Services which is due and payable and not paid within thirty (30) calendar days after written notice from OpTerra Energy Services that the amount is past due.

ARTICLE 16. REMEDIES UPON DEFAULT

Section 16.01 Termination. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 15, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party.

Section 16.02 Remedies Upon Default by OpTerra Energy Services. If an Event of Default by OpTerra Energy Services occurs, King City will be entitled to obtain any available legal or equitable remedies.

Section 16.03 Remedies upon Default by King City. If an Event of Default by King City occurs, OpTerra Energy Services will be entitled to obtain any available legal or equitable remedies. If this Contract is so terminated, OpTerra Energy Services will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of the termination.

ARTICLE 17. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 17.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention.

Section 17.02 Utility Work. King City expressly understands and agrees that Excusable Event may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for OpTerra Energy Services to fully implement the Project, provided that OpTerra Energy Services has provided notice to the utility as soon as reasonably possible after the execution of the Contract and timely completed any request for an interconnection with the utility and/or tariff change in accordance with the Scope of Work.. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 18. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 18.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California, without regard to the jurisdiction's choice of law rules with venue in Monterrey County, California. If there is a dispute, attorney's fees will not be recoverable by either Party.

Section 18.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 18 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, OpTerra Energy Services' senior project management personnel will meet with King City's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If OpTerra Energy Services' and King City's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for OpTerra Energy Services and for King City, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of OpTerra Energy Services and King City are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with 0.

Section 18.03 Mediation. If the Dispute is not settled pursuant to 0, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to the institution of legal or equitable proceedings by either Party unless there is a statute of limitations issue in which case litigation will be filed and immediately followed by mediation pursuant to this section. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then either Party may request arbitration subject to the consent of the other party at its sole discretion for any reason or no reason at all.

ARTICLE 19. REPRESENTATIONS AND WARRANTIES

Section 19.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 20. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO OPTERRA ENERGY SERVICES: OpTerra Energy Services, Inc.
345 California Street, 19th Floor
San Francisco, CA 94104
Tel: 415-735-9109
Attention: David Yung Lei, Project Manager

With a COPY TO:

Legal Department
OpTerra Energy Services, Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO KING CITY:

City of King City
212 South Vanderhurst Avenue
King City, CA 93930
Tel: 831-385-3281
Attention: Michael Powers, City Manager

ARTICLE 21. CONSTRUCTION OF CONTRACT

The terms of this Contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Contract or any other rule of construction which might otherwise apply. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 22. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 23. NO WAIVER

The failure of OpTerra Energy Services or King City to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of OpTerra Energy Services or King City.

ARTICLE 24. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions unless the severed provisions materially change the benefits or obligations of either Party hereunder.

ARTICLE 25. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 26. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Contract by email or fax will be effective as delivery of a manually executed counterpart of this Contract.

ARTICLE 27. Time is of the Essence

Time is of the essence in this contract and unless otherwise excused, OpTerra Energy Services shall perform all of its duties in a timely manner.

ARTICLE 28. Representation by Legal Counsel

Each party was represented by legal counsel during the negotiation and execution of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

OPTERRA ENERGY SERVICES:

KING CITY:

OpTerra Energy Services, Inc.

The City of King City

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A

KING CITY'S FACILITIES and EXISTING EQUIPMENT

(a) The following King City Facilities are included under the Scope of Work as listed below:

Facility	Address
Waste Water Treatment Plant	Cemetery Rd, King City, CA 93930
King City Municipal Pool Complex	401 Division St, King City, CA 93930
Citywide Streetlighting	Citywide

(b) The existing equipment is that which is listed in OpTerra Energy Services' recommendations dated April 28, 2015 which is attached as Attachment B.

ATTACHMENT B

OPTERRA ENERGY SERVICES' RECOMMENDATIONS DATED APRIL 28, 2015

[Insert PDF]

ATTACHMENT C
 SCOPE OF WORK

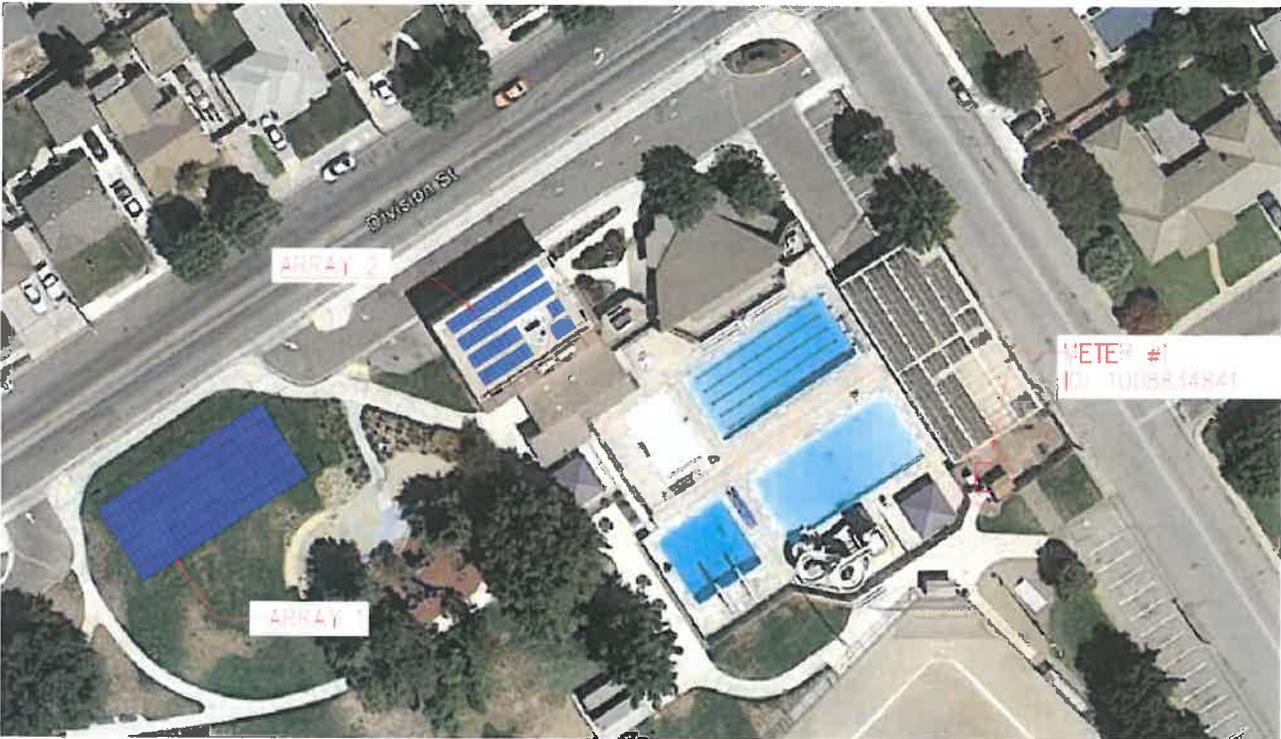
California State Contractor's License Number 995037

Solar PV System and Energy Conservation Measures to Be Implemented

ECM #	Description
1	Solar PV System
2	Street lighting Retrofit

ECM #1

Location	Structure Type	Tilt	Minimum Height	kWh	Panel Type	Inverter Type
Waste Water Treatment Plant	Ground Mount	15 degrees	1 foot	684,093	Solarworld 320 or equal	Fronius String Inverter or Equal
King City Municipal Pool Complex	Roof Mount and Canopy	5 degrees	Roof mount (1 foot) and canopy (9 feet)	96,467	Solarworld 320 or equal	Fronius String Inverter or Equal



KING CITY MUNICIPAL POOL COMPLEX: Install solar PV canopy system at grass area, identified as ARRAY 1 and roof mounted system on the roof, identified as ARRAY 2.



WASTE WATER TREATMENT PLANT: Install solar PV ground mount system at open area, identified as ARRAY 1 and ARRAY 3.



WASTE WATER TREATMENT PLANT: Install solar PV ground mount system at open area, identified as ARRAY 2.



WASTE WATER TREATMENT PLANT: Install solar PV ground mount system at open area, identified as ARRAY 4.

Solar PV Systems

- Provide and install solar PV on canopies, ground mount, and roof mount, as listed above.
- Provide and install Solarworld 320W PV modules.
- Provide and install Fronius string inverters.

- Canopies shall have a minimum height of 9 ft, 5 degrees tilt facing southeast.
- Solar PV Canopy column and beam shall be painted. Color to be provided by King City.
- Solar canopy T structure design includes concrete pier foundations provided to a depth of no greater than ten (10) feet by thirty (30) inch diameter. If the soil conditions require foundation depths greater than ten (10) feet, OpTerra Energy Services has the right to an increase of the Contract Amount.
- Construction of roof mounted systems assumes no structural modifications to building, roof repairs, or roof modifications are required. OpTerra Energy Services has assumed based on the building's age and assuming it was designed to code at that time and no structural alterations or unusual loadings have occurred, that no structural modifications will be required to support the rooftop PV system. In the event that during design it is determined that structural modifications are required, King City has the right to either pay for the modifications itself, to identify another mutually agreeable alternative installation location, or to delete this item from the Scope of Work with a commensurate reduction in the Contract Amount.
- Ground mount systems will be fixed tilt following the contour of the hill utilizing up to eight (8) feet deep pile driven posts.
- Provide and install electrical switchgear, meters, combiner boxes, conduit, wire and other equipment and materials necessary to provide a complete, interconnected and fully operational solar energy system.
- Provide and install one (1) kiosk display at City Hall showcasing the solar PV technology, real time tracking of production, savings and environmental benefits.
- PG&E (Pacific Gas and Electric) interconnection drawings and application management services as necessary.
- General coordination with PG&E for installation of the Net Energy (NEM) meter.
- Procure materials and equipment necessary for construction.
- Labor, supervision and coordination with King City for the installation of the photovoltaic modules and supporting structures, electrical distribution and monitoring systems.
- Installation of the requisite inverters and necessary electrical equipment and conduits to connect to the electrical switchgear. Two electrical shut-downs are anticipated per system. OpTerra Energy Services will coordinate timing of shutdowns with King City and PG&E.
- Aluminum wire may be used for wire sizes #1AWG or larger and shall be installed according to manufacturer's recommendations using compression terminals. Mechanical connections shall not be used.
- Start-up and commissioning of the systems in accordance with the final design and applicable industry standards
- High efficiency LED lighting attached to the underside of the PV canopy will be provided at the pool complex.

Monitoring

- Provide and install Data Acquisition System, associated enclosures, wiring and conduit necessary to connect the Solar PV NGOM (Net Generation Output Meter) and the site NEM (Net Energy Meter) to the Data Acquisition System. The NGOM and NEM are utility meters provided and installed in the Solar PV scope of work.
- Connect NGOM and NEM pulse output wiring to the Data Acquisition Server pulse input. Coordinate with King City's IT staff to provide a LAN connection and access from King City network to the Data Acquisition Server. If a hard-wired LAN connection to the Data Acquisition Server is impractical, connect all monitoring equipment to a wireless transmitter to a Data Acquisition Server located in an IDF closet.
- Provide and install a 40" flat screen wall-mounted kiosk at City Hall. Coordinate with King City's IT staff to provide a LAN connection and access from King City network to kiosk.

ECM#2: Retrofit Street light fixtures

Scope:

Retrofit existing high induction cobra-head with new CREE LED or equal. Street light retrofits will include a new photo-sensor and wattage label. A spreadsheet with GPS location of each individual fixture and wattage will be used to log the new LED wattage replacement.

Existing Fixture	Existing Wattage	Replacement Wattage	Existing Quantity	Replacement Quantity
High Pressure- 100W 9500L SL	100	34	1	1
High Pressure- 200W 22000L SL	200	73	1	1
Induction - 120W 8500L SL	120	73	55	55
Induction - 40W 2200L SL	40	34	14	14

Existing Fixture	Existing Wattage	Replacement Wattage	Existing Quantity	Replacement Quantity
Induction- 50W 3500L SL	50	34	14	14

Retrofit existing induction decorative heads with new LED heads. A spreadsheet with GPS location of each individual fixture and wattage will be used to log the new LED wattage replacement.

Existing Fixture	Existing Wattage	Replacement Wattage	Existing Quantity (per pole)	Replacement Quantity (per pole)
LANTERNS: Induction - 40W 2200L SL	40	70	60	30
LANTERNS: Induction- 50W 3500L SL	50	70	20	10
POST TOP: Induction- 50W 3500L SL	50	70	7	7

Included Scope:

- Design new LED street lighting system.
- Retrofit lighting fixtures.
- New photocell for cobra head fixtures (8 year manufacturer's warranty).
- Disposal and recycling of removed materials.
- Commission the new street lighting equipment.
- Traffic control as necessary for performance of the Work.
- GPS ID each light pole.

Assumptions, Exceptions, Exclusions to ECM #2:

- Photocell and wattage labels for decorative fixtures not included.
- Retrofit assumes no modification to existing light poles or electrical wiring.

General Project Exclusions and Clarifications:

- Any cost for city inspector and other special inspections required by King City are waived by King City
- Permit fees and other fees related to permitting are waived by King City
- Tree trimming and or removal at the King City Municipal Pool Complex to prevent shading of the solar PV arrays from trees to be provided by King City, and is excluded from this Scope of Work.
- California Environmental Quality Act (CEQA) or other environmental studies, if required, shall be the responsibility of King City.
- Painting, unless specified, is excluded.
- King City will assist OpTerra Energy Services to communicate with King City Municipal pool complex roof vendor to make sure roof PV system installation does not void the existing roof warranty by providing the contact information for the roof warranty and any other pertinent information, and participating in communications if needed. Notwithstanding the foregoing OpTerra Energy Services shall be liable for any leaks and/or roof damage caused by incorrect installation of rooftop solar equipment.
- OpTerra Energy Services has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions, but has prepared the Project Schedule with realistic timeframes.
- Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by King City. If OpTerra Energy Services encounters material suspected to be hazardous, OpTerra Energy Services will notify King City representative and stop further work in the area until the material is removed or until King City terminates that portion of the Contract.
- OpTerra Energy Services may require the assistance of King City personnel during rigging operations, and during the move-in and move-out of large equipment.
- No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- Work shall not include repair or upgrade of existing electrical, mechanical, or structural infrastructure, except as specifically required by this Scope of Work. Additionally, upgrades to infrastructure such as transformers as required by Authorities Having Jurisdiction (AHJ) such as PG&E are not included in the scope of work.

- Work shall not include upgrades or modifications to existing non-compliant sites, structures or systems required to meet governmentally mandated codes, rules, laws, regulations or specifications.
- Americans with Disabilities Act (ADA) accessibility upgrades are excluded.
- Remediation and/or removal of hazardous materials, hazardous wastes, or spoils is not included in the scope of work.
- No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- OpTerra Energy Services standard construction means and methods will be used.
- King City will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for OpTerra Energy Services and OpTerra Energy Services' subcontractor vehicles in parking lots at the Facilities. OpTerra Energy Services is aware that the Sanitation Plant is in a remote location that is accessible only across a dirt field that may become muddy and difficult to traverse for heavy trucks when there is rain.
- Work will be performed during normal work hours; no overtime hours are included in the Contract Amount.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. OpTerra Energy Services will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, OpTerra Energy Services will immediately notify King City representative.
- Smoke detectors and fire alarm system work are excluded.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Water hose bibs for washing the panels are excluded, but King City will not be required to provide additional hose bibs.
- Decorative fascia along the perimeter of the panels and decorative covering underneath the panels are excluded.
- Parking lot repairs are excluded, except to the extent of damage caused by OpTerra Energy Services or its subcontractors.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, King City will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, OpTerra Energy Services will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. King City is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines.

OpTerra Energy Services Beneficial Use and Warranty criteria for specific pieces of equipment:

- i) **STREET LIGHTING RETROFIT** - The OpTerra Energy Services Warranty commences immediately upon substantial completion sign off or if the lights have been operational for at least two weeks.
- ii) **SOLAR SYSTEM** - The OpTerra Energy Services Warranty commences immediately when the Generating Facility is capable of generating expected energy at its rated capacity and the Utility is ready to issue the permission-to-operate letter or upon substantial completion sign off.

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

OpTerra Energy Services will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation solar PV plant.

OpTerra Energy Services DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with King City's specifications.
- Test and verify King City/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated King City/Facility maintenance staff.

King City/Facility Responsibilities:

- Provide four (4) external static IP addresses, subnet mask default gateway, and DNS-information to allow remote access to DAS panel(s).
- Provide network connectivity to each DAS panel location.
- Provide OpTerra Energy Services five (5) Business Days prior notification of any IP addressing scheme changes or changes made to restrict network access to ensure maximum uptime is maintained.

In the event that the Waste Water Treatment Plant does not have internet service in accordance with the preceding standards, OpTerra Energy Services will provide service at no additional charge to meet its requirements during the Energy Guarantee term.

**ATTACHMENT E
M&V SERVICES**

EQUIPMENT AND FACILITIES COVERED

OpTerra Energy Services will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to King City’s property at the following Project Locations:

Facility	Address	Property
Waste Water Treatment Plant	Cemetery Rd, King City, CA 93930	Solar PV System
King City Municipal Pool Complex	401 Division St, King City, CA 93930	Solar PV System

I. Definitions:

For purposes of this Attachment and the Contract, the following defined terms have the meanings set forth below:

“**Actual kWh**” means the AC electricity produced by the Generating Facilities in kilowatt-hours, as measured and recorded by OpTerra Energy Services in the Energy Report. The measurement of the Actual kWh will be at the respective Energy Delivery Point.

“**Base Energy Rate**” means energy rates listed here and are to be increased each Measurement Period on a cumulative basis by four and one-half percent (4.5%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

ECM #	Description	Electric \$ per kWh
1	Photovoltaic Systems	0.2771

“**Energy Report**” means an annual report prepared by OpTerra Energy Services containing a precise calculation of the Actual kWh during the applicable Measurement Period. The Energy Report shall be submitted to King City within thirty (30) days after each Measurement Period.

“**Energy Guarantee Term**” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the fifth (5th) anniversary of the M&V Commencement Date; (ii) the termination of the Energy Services Contract; or (iii) the termination by King City of the Energy Guarantee in accordance with this Attachment, Section II.G.

“**Guarantee Payment**” means for any Measurement Period in which there is a shortfall in the Guaranteed kWh, a payment by OpTerra Energy Services to King City, after the acceptance by King City of the Energy Savings Report for such Measurement Period, calculated in accordance with Section II.A.1.

“**Guaranteed kWh**” means those Energy Unit Savings which OpTerra Energy Services anticipates will be realized from the installation and continued operation of the Work as listed here:

Measurement Period	Guaranteed Electric Production (kWh)
1	780,561
2	775,097
3	769,671
4	764,284
5	758,934
Total	3,848,547

II. General Terms & Conditions

A. Energy Guarantee. OpTerra Energy Services guarantees that during the Energy Guarantee Term, the Generating Facilities will generate the Guaranteed kWh of energy, subject to the terms and conditions set forth in this Attachment E.

1. At the end of each Measurement Period, if the cumulative Actual kWh is less than the Guaranteed kWh, then OpTerra Energy Services will send King City a refund check equal to the difference between the Guaranteed kWh and the cumulative Actual kWh, multiplied by the Base Energy Rate. (For example, at the end of year 1, the actual PV production is 750,000 kWh. The guaranteed production is 780,561 kWh. So the payment by OpTerra is as follows: $(780,561 \text{ kWh} - 750,000 \text{ kWh}) \times \$0.2771/\text{kWh} = \$8,468.45$. At the end of year 2, the actual PV production is 700,000 kWh. The guaranteed production is 775,097 kWh. So the payment by OpTerra is as follows: $(775,097 \text{ kWh} - 700,000 \text{ kWh}) \times (\$0.2771/\text{kWh} \times 1.045) = \$21,745.80$.) OpTerra Energy Services will make such payment within forty-five (45) days after the acceptance by King City of the Energy Savings Report for the relevant Measurement Period.
2. The Actual kWh generated during the Construction Period will be added to the cumulative Actual kWh for the first Measurement Period.

B. Exclusions. The Energy Guarantee set forth in section II.A above does not apply in the event that any of the following exclusions occur:

1. Someone other than OpTerra Energy Services or its approved service providers shuts down, installs, removes, re-installs, modifies, alters or repairs the Generating Facilities;
2. Destruction, damage, or vandalism to the Generating Facilities, or their ability to safely produce energy, which is not caused or contributed to through any conduct of OpTerra Energy Services, its employees, subcontractors, or agents;
3. King City's fails to perform or breaches its obligations under the Energy Services Contract or the Preventive Maintenance Services, which failure or breach directly and materially affects the performance of the Generating Facilities;
4. King City's fails to provide access or reasonable assistance to OpTerra Energy Services, to the extent any assistance is expressly required of King City under this Contract or the PM Services, in diagnosing or repairing a problem, or fails to maintain the Generating Facilities as required by this Contract and the recommendations of the manufacturers of the equipment comprising the Generating Facilities;
5. An event of Force Majeure, including an annual level of direct beam solar resource availability that is less than or equal to 80% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility;
6. A power or voltage surge not caused by OpTerra Energy Services, its employees, subcontractors, or agents, including a grid supply voltage outside of the standard range specified by the Utility;
7. Theft of the Generating Facilities other than by OpTerra Energy Services, its employees, subcontractors, or agents;
8. Regulatory shutdowns of the Generating Facilities; and
9. Changes in the electrical characteristics of the building(s) the Generating Facilities feed into the building. This refers to the installation of a new transformer, power quality issues such as power factor correction, harmonics, etc., which would prevent or diminish the kWh delivered from the PV generation.

In the event any of the above exclusions occur, the Energy Guarantee shall be assumed to have been achieved for the portion of the Energy Guarantee Term during which such exclusion shall have existed, and OpTerra Energy Services shall have no obligation to make a Guarantee Payment during the duration of the occurrence of any such exclusion.

C. Inspection of Facilities. King City agrees that OpTerra Energy Services shall have the right, with prior notice, to inspect the Facilities to determine if the King City has consistently complied with its obligations as set forth herein. In the event that any inspection discloses that King City has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations and this failure has caused less energy production at the Pool facility or the Sanitation facility, then the Energy Guarantee shall be assumed to have been achieved for said facility where there was diminished energy production for the portion of the Energy Guarantee Term during which such failure shall have existed.

D. Interference. King City may not cause, and shall take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the

Generating Facilities. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, King City shall promptly notify OpTerra Energy Services. In the event an unforeseeable overshadowing or shading condition not caused by OpTerra Energy Services or its subcontractors exists and continues for five (5) days or more, King City agrees that the Energy Guarantee for such Generating Facility(ies) shall be reduced based upon such shading condition, and OpTerra Energy Services will present King City with a proposed reduction to the Energy Guarantee reflecting such overshadowing, shading or other interference.

- E. **King City Maintenance.** Beginning at Substantial Completion for any portion of the Work, King City shall maintain such portion of the Work and upon Final Completion shall maintain the Generating Facilities, in accordance with the maintenance schedules and procedures recommended by OpTerra Energy Services and by the manufacturers of the relevant equipment.
- F. **On-Site Maintenance and Measurements.** King City irrevocably grants to OpTerra Energy Services the right, during the Energy Guarantee Term, to repair, replace, and maintain the Generating Facilities and appurtenant equipment, and to conduct on-site measurements at no cost to King City, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. OpTerra Energy Services shall not exercise such right in a manner that unreasonably interferes with the business of King City as conducted at the Facilities as of the date hereof. King City shall cooperate fully with the exercise of such right by OpTerra Energy Services pursuant to this section. King City shall further cooperate with OpTerra Energy Services' performance of this Attachment by providing utility information, and/or additional information as reasonably requested by OpTerra Energy Services.
- G. **Termination of Energy Guarantee.** If (i) King City notifies OpTerra Energy Services in writing of its intent to terminate this guarantee, (ii) this Contract is terminated by OpTerra Energy Services for default by King City or by King City for any reason permitted by this Contract or (iii) King City is in default of any of its other material obligations under this Attachment or Attachment F, the obligation of OpTerra Energy Services to prepare and deliver the Energy Report and to make a Guarantee Payment shall also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, OpTerra Energy Services shall have no obligation to make a Guarantee Payment or prepare and deliver an Energy Report for such Measurement Period.
- H. **No Savings Guarantee.** OpTerra Energy Services has provided estimated cost savings, but does not provide a guaranty with respect to the amount of any cost savings from use of the Generating Facilities.
- I. **M&V Scope of work.** The following details the methodologies and calculations to be used in determining the Actual kWh produced under this Contract
 - a. M&V Option B: Energy performance of Scope of Work are measured and verified at the end-use site. IPMVP (International Performance Measurement and Verification Protocol) Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under IPMVP Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Actual kWh.
 - b. During the Construction Period, the Actual kWh will be calculated by adding the kWh production measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - c. No baseline measurements are necessary because pre-retrofit PV production is equal to zero. Actual kWh produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Anticipated kWh production is shown in the table below for the first year of operation, and is projected to degrade by 0.7% per year.

Projected Annual Production for ECM-1 Photovoltaic Systems

Location	Projected Annual Electric Production (kWh)
Waste Water Treatment Plant	684,093
King City Municipal Pool Complex	96,468
Total	780,561

**ATTACHMENT F
MAINTENANCE SERVICES**

EQUIPMENT AND FACILITIES COVERED

OpTerra Energy Services will perform preventive maintenance services (“Maintenance Services”) as set forth in this Attachment F with respect to Generating Facilities being constructed on King City’s property at the following Project Locations:

Facility	Description
Waste Water Treatment Plant	Solar PV System
King City Municipal Pool Complex	Solar PV System

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

“**Annual Maintenance Fee**” means a fee payable by King City to OpTerra Energy Services, in consideration of the performance of up to five (5) years of Maintenance Services. Payments will be made semi-annually within thirty (30) days after receipt of an invoice. The Annual Maintenance Fee for the first Measurement Period will be Sixteen Thousand Seven Hundred Ninety-Four Dollars (\$16,794). The Annual Maintenance Fee will be increased annually thereafter in accordance with the following table, each increase to be effective on the first day of the corresponding Measurement Period.

Year	Annual Maintenance Fee
1	\$16,794
2	\$17,298
3	\$17,817
4	\$18,351
5	\$18,902

II. Term

So long as King City pays to OpTerra Energy Services the Annual Maintenance Fee, OpTerra Energy Services will provide the Maintenance Services, as described herein, up to five (5) years from the M&V Commencement Date on an annualized basis provided that King City has not terminated the Maintenance Services by giving thirty (30) days written notice to OpTerra. The Maintenance Services may be terminated by King City at its sole discretion for any reason or no reason at all. King City may use a third party maintenance service provider without affecting the Energy Guarantee; provided that the Maintenance Services meet the standards set forth in Sections IV and V of this Attachment F, as reasonably determined by OpTerra Energy Services. In the event King City terminates the Maintenance Services prior to the end of the five (5) year term without hiring a third party service provider, the Energy Guarantee will terminate automatically with no action required by either Party. At the end of this term, King City may:

- a. Enter into another agreement with OpTerra Energy Services to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by OpTerra Energy Services to King City semi- annually in two lump sums starting six (6) months after the M&V Commencement Date. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by King City only as to the Maintenance Services described in this Exhibit F, and OpTerra Energy Services, in addition to any other legal and contractual available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will bear simple, non-compounded Interest when it is thirty days past due.

The Annual Maintenance Fee is not refundable for any reason other than a failure by OpTerra Energy Services to perform the Preventive Maintenance Services set forth in Section IV below.

Upon completion of any maintenance or repair work, OpTerra Energy Services will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to King City on a quarterly basis.

IV. Preventive Maintenance Services Provided

OpTerra Energy Services will provide the following Maintenance Services during the term, unless terminated early by King City, in which case the third party provider will provide the following Maintenance Services:

- a. **Inspection:** Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis. The third party provider, if any, shall provide inspection reports to OpTerra Energy Services within thirty (30) days.
- b. **Testing:** Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis. The third party provider, if any, shall provide testing reports to OpTerra Energy Services within thirty (30) days.
- c. **Monitoring:** Monitor system performance on a daily basis. OpTerra Energy Services will monitor performance as well if a third party provider is used.
- d. **Cleaning:**
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis. The third party provider, if any, shall provide cleaning reports to OpTerra Energy Services within thirty (30) days.
 - ii. Wash PV modules and remove accumulated dust and debris once annually, or if, in the opinion of OpTerra Energy Services, additional panel washing is necessary in order to meet the Energy Guarantee set forth in Attachment E, twice annually. The third party provider, if any, shall provide wash reports to OpTerra Energy Services within thirty (30) days.
- e. If a third party service provider is performing the Maintenance Services during the Energy Guarantee term, King City grants OpTerra Energy Services the right to inspect the Generating Facilities to ensure performance of such services in accordance with the requirements of this Section.

V. Repair Services

- a. **Covered Equipment:** Components of the Generating Facilities installed under this Attachment F include:
 - 1. Inverters
 - 2. Photovoltaic Panels
 - 3. Combiner Boxes
 - 4. Disconnect Switches
 - 5. AC and DC Power Wire
 - 6. Meters
 - 7. Data acquisition communication wire
- b. **Exclusions:**
 - 1. Array structure
 - 2. Lighting
 - 3. Roofing
 - 4. Paint or finish
 - 5. Concrete
 - 6. Asphalt
 - 7. Bollards
 - 8. Conduit
 - 9. Data acquisition systems
 - 10. Meters
- c. If OpTerra Energy Services is providing the Maintenance Services and a Generating Facility is damaged due to an Excusable Event, King City's negligence, or any other event beyond the control of OpTerra Energy Services, OpTerra Energy Services will provide repairs as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated, damaged, parts and equipment. King City will compensate OpTerra Energy Services for such repairs/replacement on a time and material basis, with OpTerra Energy Services providing back-up cost detail for actual,

reasonable costs including reimbursable expenses, multiplied by 1.15. OpTerra Energy Services will provide a quote for these repair services in advance of the work being performed. OpTerra Energy Services will invoice King City for these repair services immediately upon completion of the work with payment due thirty (30) days after invoice receipt.

- c. If a third party is providing the Maintenance Services and a Generating System is damaged or experiences any failure that causes reduced electrical output, King City will notify OpTerra Energy Services within 4 hours of such damage. King City will diligently have repairs performed as required to restore the Generating Facilities to normal operating parameters or to replace deteriorated or damaged parts or equipment. Instead of Actual Production, OpTerra Energy Services will utilize projected production in its calculations for the Energy Guarantee during the time(s) when the Generating Facilities are not producing or are producing at a reduced level due to damage or a failure event. King City grants OpTerra Energy Services the right to inspect the Generating Facilities to ensure performance of the repairs in accordance with the requirements of this Section.
- d. "Repairs" will include any of the following as necessary: Engineering, procuring parts or materials, removing damaged or out-of-specifications parts or materials, installing repaired or replacement parts or materials, and testing.

VI. Services And Equipment To Be Covered By King City

OpTerra Energy Services' obligations under this Attachment F are expressly conditioned upon King City's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to OpTerra Energy Services:

- a. Making the Generating Facilities described herein available to OpTerra Energy Services as of the Contract Effective Date.
- b. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- c. Allowing OpTerra Energy Services and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- d. Allowing OpTerra Energy Services and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for OpTerra Energy Services to satisfy its obligations under the Contract.
- e. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by OpTerra Energy Services during the performance of the Maintenance Services which Hazardous Substances were not deposited by OpTerra Energy Services, including any backfill with clean soil as may be reasonably required.
- f. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.

**ATTACHMENT G
SCHEDULE OF VALUES**

[Insert PDF]

King City Comprehensive Energy Services Program
Tax Exempt Lease Purchase - Option 1
Cash Flow Analysis
PNC

Opterra Program Fee	\$2,369,187
Client Cash Buydown	(\$500,000)
Construction Period Interest	\$28,795
Financing Fees	\$0
Customer allocated Cost for financing Amount to be Financed	\$1,897,982
Finance Term	12
Annual Interest Rate	3.081%

Capitalize Interest Period (mos) 4.50%
 Annual Escalation of Electricity Cost 3.00%
 Annual Escalation of O&M Cost

Year	Program Savings & Contributions					Program Costs					Lease Payment ("Proposer to Input)	Project Net Benefit & Cashflow
	Utility Cost Avoidance (Generation)	Utility Cost Avoidance (Efficiency)	O&M Savings	Utility Incentive (rebate post cons)	Total Program Savings	O&M/EV Cost	Total Program Costs	Net Program Savings				
Year 1	\$227,567	\$2,654	\$0	\$7,050	\$237,271	\$17,120	\$17,120	\$220,151	\$146,760	\$73,391		
Year 2	\$236,143	\$2,774	\$0	\$0	\$236,917	\$17,610	\$17,610	\$221,307	\$147,916	\$73,391		
Year 3	\$245,042	\$2,899	\$0	\$0	\$247,941	\$18,113	\$18,113	\$229,827	\$156,436	\$73,391		
Year 4	\$254,276	\$3,029	\$0	\$0	\$257,306	\$18,631	\$18,631	\$238,674	\$165,282	\$73,392		
Year 5	\$263,859	\$3,165	\$0	\$0	\$267,024	\$19,164	\$19,164	\$247,860	\$174,468	\$73,392		
Year 6	\$273,802	\$3,308	\$0	\$0	\$277,110	\$19,712	\$19,712	\$257,398	\$184,006	\$73,392		
Year 7	\$284,121	\$3,457	\$0	\$0	\$287,577	\$20,276	\$20,276	\$267,301	\$193,710	\$73,591		
Year 8	\$294,828	\$3,612	\$0	\$0	\$298,440	\$20,856	\$20,856	\$277,584	\$203,992	\$73,592		
Year 9	\$305,938	\$3,775	\$0	\$0	\$309,713	\$21,452	\$21,452	\$288,261	\$214,668	\$73,593		
Year 10	\$317,468	\$3,945	\$0	\$0	\$321,412	\$22,066	\$22,066	\$299,346	\$225,754	\$73,592		
Year 11	\$329,431	\$4,122	\$0	\$0	\$333,553	\$22,697	\$22,697	\$310,856	\$237,264	\$73,592		
Year 12	\$341,846	\$4,308	\$0	\$0	\$346,154	\$23,346	\$23,346	\$322,807	\$247,230	\$75,578		
Year 13	\$354,728	\$4,501	\$0	\$0	\$359,230	\$24,014	\$24,014	\$335,216		\$335,216		
Year 14	\$368,096	\$4,704	\$0	\$0	\$372,800	\$24,701	\$24,701	\$348,100		\$348,100		
Year 15	\$381,968	\$4,916	\$0	\$0	\$386,884	\$25,407	\$25,407	\$361,477		\$361,477		
Year 16	\$396,363	\$0	\$0	\$0	\$396,363	\$26,134	\$26,134	\$370,229		\$370,229		
Year 17	\$411,300	\$0	\$0	\$0	\$411,300	\$26,881	\$26,881	\$384,418		\$384,418		
Year 18	\$426,799	\$0	\$0	\$0	\$426,799	\$27,650	\$27,650	\$399,149		\$399,149		
Year 19	\$442,883	\$0	\$0	\$0	\$442,883	\$28,441	\$28,441	\$414,443		\$414,443		
Year 20	\$459,573	\$0	\$0	\$0	\$459,573	\$29,254	\$29,254	\$430,319		\$430,319		
Year 21	\$476,892	\$0	\$0	\$0	\$476,892	\$30,091	\$30,091	\$446,802		\$446,802		
Year 22	\$494,864	\$0	\$0	\$0	\$494,864	\$30,951	\$30,951	\$463,913		\$463,913		
Year 23	\$513,513	\$0	\$0	\$0	\$513,513	\$31,837	\$31,837	\$481,676		\$481,676		
Year 24	\$532,865	\$0	\$0	\$0	\$532,865	\$32,747	\$32,747	\$500,118		\$500,118		
Year 25	\$552,946	\$0	\$0	\$0	\$552,946	\$33,684	\$33,684	\$519,262		\$519,262		
Year 26	\$573,784	\$0	\$0	\$0	\$573,784	\$34,647	\$34,647	\$539,136		\$539,136		
Year 27	\$595,407	\$0	\$0	\$0	\$595,407	\$35,638	\$35,638	\$559,769		\$559,769		
Year 28	\$617,844	\$0	\$0	\$0	\$617,844	\$36,657	\$36,657	\$581,187		\$581,187		
Year 29	\$641,128	\$0	\$0	\$0	\$641,128	\$37,706	\$37,706	\$603,422		\$603,422		
Year 30	\$665,289	\$0	\$0	\$0	\$665,289	\$38,784	\$38,784	\$626,505		\$626,505		
Totals	\$12,280,565	\$55,167	\$0	\$7,050	\$12,342,782	\$796,267	\$796,267	\$11,546,515	\$2,297,486	\$9,249,029		

EXHIBIT 2

**King City Comprehensive Energy Services Program
Tax Exempt Lease Purchase - Option 2
Cash Flow Analysis
PNC**

Opterra Program Fee	\$2,369,187
Client Cash Buydown	\$0
Construction Period Interest	\$38,275
Financing Fees	\$0
Customer allocated Cost for financing Amount to be Financed	\$2,407,462

Finance Term	14	*Proposer to input
Annual Interest Rate	3.231%	*Proposer to input

Capitalize Interest Period (mos)	4.50%
Annual Escalation of Electricity Cost	3.00%

Year	Program Savings & Contributions				Program Costs				Lease Payment (*Proposer to input)	Project Net Benefit & Cashflow
	Utility Cost Avoidance (Generation)	Utility Cost Avoidance (Efficiency)	O&M Savings	Utility Incentive	Total Program Savings	O&M / M&V Cost	Total Program Costs	Net Program Benefit		
Year 1	\$227,567	\$2,654	\$0	\$7,050	\$237,271	\$17,120	\$17,120	\$220,151	\$161,752	\$58,399
Year 2	\$236,143	\$2,774	\$0	\$0	\$238,917	\$17,610	\$17,610	\$221,307	\$162,908	\$58,399
Year 3	\$245,042	\$2,899	\$0	\$0	\$247,941	\$18,113	\$18,113	\$229,827	\$171,428	\$58,399
Year 4	\$254,276	\$3,029	\$0	\$0	\$257,306	\$18,631	\$18,631	\$238,674	\$180,274	\$58,400
Year 5	\$263,859	\$3,165	\$0	\$0	\$267,024	\$19,164	\$19,164	\$247,860	\$189,460	\$58,400
Year 6	\$273,802	\$3,308	\$0	\$0	\$277,110	\$19,712	\$19,712	\$257,398	\$198,998	\$58,400
Year 7	\$284,121	\$3,457	\$0	\$0	\$287,577	\$20,276	\$20,276	\$267,301	\$208,902	\$58,399
Year 8	\$294,828	\$3,612	\$0	\$0	\$298,440	\$20,856	\$20,856	\$277,584	\$219,184	\$58,400
Year 9	\$305,938	\$3,775	\$0	\$0	\$309,713	\$21,452	\$21,452	\$288,261	\$229,860	\$58,401
Year 10	\$317,468	\$3,945	\$0	\$0	\$321,412	\$22,066	\$22,066	\$299,346	\$240,946	\$58,400
Year 11	\$329,431	\$4,122	\$0	\$0	\$333,553	\$22,697	\$22,697	\$310,856	\$252,456	\$58,400
Year 12	\$341,846	\$4,308	\$0	\$0	\$346,154	\$23,346	\$23,346	\$322,807	\$264,408	\$58,399
Year 13	\$354,728	\$4,501	\$0	\$0	\$359,230	\$24,014	\$24,014	\$335,216	\$276,816	\$58,400
Year 14	\$368,096	\$4,704	\$0	\$0	\$372,800	\$24,701	\$24,701	\$348,100	\$287,566	\$60,534
Year 15	\$381,968	\$4,916	\$0	\$0	\$386,884	\$25,407	\$25,407	\$361,477		\$361,477
Year 16	\$396,363	\$0	\$0	\$0	\$396,363	\$26,134	\$26,134	\$370,229		\$370,229
Year 17	\$411,300	\$0	\$0	\$0	\$411,300	\$26,881	\$26,881	\$384,418		\$384,418
Year 18	\$426,799	\$0	\$0	\$0	\$426,799	\$27,650	\$27,650	\$399,149		\$399,149
Year 19	\$442,883	\$0	\$0	\$0	\$442,883	\$28,441	\$28,441	\$414,443		\$414,443
Year 20	\$459,573	\$0	\$0	\$0	\$459,573	\$29,254	\$29,254	\$430,319		\$430,319
Year 21	\$476,892	\$0	\$0	\$0	\$476,892	\$30,091	\$30,091	\$446,802		\$446,802
Year 22	\$494,864	\$0	\$0	\$0	\$494,864	\$30,951	\$30,951	\$463,913		\$463,913
Year 23	\$513,513	\$0	\$0	\$0	\$513,513	\$31,837	\$31,837	\$481,676		\$481,676
Year 24	\$532,865	\$0	\$0	\$0	\$532,865	\$32,747	\$32,747	\$500,118		\$500,118
Year 25	\$552,946	\$0	\$0	\$0	\$552,946	\$33,684	\$33,684	\$519,262		\$519,262
Year 26	\$573,784	\$0	\$0	\$0	\$573,784	\$34,647	\$34,647	\$539,136		\$539,136
Year 27	\$595,407	\$0	\$0	\$0	\$595,407	\$35,638	\$35,638	\$559,769		\$559,769
Year 28	\$617,844	\$0	\$0	\$0	\$617,844	\$36,657	\$36,657	\$581,187		\$581,187
Year 29	\$641,128	\$0	\$0	\$0	\$641,128	\$37,706	\$37,706	\$603,422		\$603,422
Year 30	\$665,289	\$0	\$0	\$0	\$665,289	\$38,784	\$38,784	\$626,505		\$626,505
Totals	\$12,280,665	\$55,167	\$0	\$7,050	\$12,342,782	\$796,267	\$796,267	\$11,546,515	\$3,044,958	\$8,501,567



Item 4(A)

REPORT TO THE CITY COUNCIL

DATE: August 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: CITY ATTORNEY, MARTIN D. KOCZANOWICZ
RE: DISCUSSION AND PRESENTATION OF DISTRICT ELECTION ISSUES FROM NDC

RECOMMENDATION

It is recommended that the Council receive a presentation from Doug Johnson of National Demographics regarding District elections issues and laws as they apply to the City of King. It is further recommended that Council take public comment on this matter and direct staff as to next steps.

DISCUSSION

City Council has been considering the possibility of District elections since late summer of last year. A demographics expert in the field has been retained by the Council to provide an analysis on this issue and to assist the Council in evaluating the potential for District based Council elections in the City of King. Today's presentation is designed to provide the public and Council with Mr. Johnson's findings based on the initial review of the City's population and demographics, as applied to the State and Federal laws.

FISCAL IMPACT

There is no fiscal impact from the action at this Council meeting.

EXHIBIT(S)

No exhibits available at the time of the staff report. Some presentation materials maybe provided by Mr. Johnson prior to the meeting.

Prepared by: _____
MARTIN D. KOCZANOWICZ, CITY ATTORNEY

Approved by: _____
MICHAEL J. POWERS, CITY MANAGER



Item 4(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: CALWATER RATE INCREASE

RECOMMENDATION

It is recommended the Council authorize a letter in support of the consolidated rates.

DISCUSSION

Cal Water has sought a rate increase through the Public Utilities Commission process. As part of that application, it is seeking to consolidate the rates of the King City water system with Salinas and other areas they serve in order to have an economies of scale affect for the small water systems. The City has been notified of their application and the consolidated and unconsolidated rates.

ALTERNATIVES

Do Nothing

FISCAL IMPACT

Direct fiscal impact of the letter is minimal. Potential rate increases for the unconsolidated rate are significant.

EXHIBITS

Cal Water letter dated July 20,2015

Prepared and Approved by:

MICHAEL POWERS, CITY MANAGER



CALIFORNIA WATER SERVICE

King City District 1301 Broadway Street, Suite A-3
King City, CA 93930 Tel: (831) 385-5486

July 20, 2015

EXHIBIT 1

Michael Powers
City Manager-King City
212 S. Vanderhurst Ave.
King City, CA 93930

Dear Mr. Powers:

As you know, California Water Service's (Cal Water) rates for water utility service are set by an independent state agency, the California Public Utilities Commission (Commission). Every three years, the Commission thoroughly reviews Cal Water's operations to ensure that water rates accurately reflect the cost of providing residents with safe, reliable water service. This review begins with the mandatory filing of a General Rate Case (GRC) application with the Commission for each of our service areas. On July 3, 2015, Cal Water filed a GRC application, which will be thoroughly reviewed by the Commission before it becomes effective in 2017. This filing is independent of the drought and measures we are taking to meet mandates set by the State.

The primary drivers of the application are capital improvement projects needed to ensure that we are able to fulfill our obligation to provide safe water and reliable fire service while continuing to meet increasingly stringent water quality and environmental regulations. The application also accounts for higher costs to operate and maintain the water system, including preventative maintenance, materials, water production, and water testing and treatment.

Some of the improvements to the water system we have proposed include:

- Replace 2,694 feet of aging and high-risk water main
- Replace the 16-inch mainline on Ellis Street to move high-quality water from western to eastern part of system and eliminate low-pressure issues
- Replace SCADA system server and software to maintain monitoring and control of water system
- Replace obsolete fire hydrants with hydrants that have necessary valves
- Install an antenna tower at a pump station to relocate the SCADA system from an elevated tank

As part of our application, we have proposed to consolidate rate-making for several of our service areas to increase efficiency and share costs over a larger customer base. This will help reduce the rate impact of future water system improvements by increasing the number of customers who share





CALIFORNIA WATER SERVICE

the costs of those projects. The Commission and State Legislature have encouraged regional consolidation, which is similar to how electric utilities are structured. The proposed consolidation is structured as follows:

- Kern County Region: Kern River Valley and Bakersfield
- Bay Area Region: Redwood Valley's Lucerne, Coast Springs, and Unified systems and Bayshore
- Los Angeles Region: Antelope Valley's Lancaster, Leona Valley, and Fremont Valley/Lake Hughes systems and Palos Verdes
- Northern Region: Marysville, Oroville, Willows, and Chico
- Monterey County Region: Salinas and King City

If the Commission approves a consolidated rate change as proposed in the filing, bills for the typical metered residential customer in the King City District would increase \$3.57 per month in 2017, \$2.67 per month in 2018, and \$2.66 per month in 2019.

If the Commission approves the rates on a non-consolidated basis as proposed in the filing, bills for the typical metered residential customer would increase \$18.20 per month in 2017, \$5.00 per month in 2018, and \$4.79 per month in 2019.

To mitigate increases needed to upgrade and maintain the water system, we have taken aggressive steps to control our expenses, including freezing headcount, except where needed for infrastructure improvements; reducing the costs of employee benefits; using innovative technology to detect – and repair – leaks on water pipes; and enhancing the competitive bidding process to ensure our customers are getting the best service at the best price.

We hope that the City will be actively engaged in the review process, as it could be instrumental in influencing the final outcome of the proceedings. We also hope that it presents us with an opportunity to further strengthen our cooperative relationship, based on sound policy, with the City.

In our ongoing efforts to be as transparent as possible, customers will begin receiving notification of our application as well as a fact sheet that provides additional details about rates and the GRC process in their bills in the next few weeks. Customers also will be able to download the fact sheet from our web site (www.calwater.com) beginning the week of July 13, 2015. We will also be working closely with local media outlets to help ensure our customers are aware of the GRC application.

During the 18-month review process, the CPUC will solicit input from customers and may hold formal Public Participation Hearings presided over by an administrative law judge, where customers will be able to provide their thoughts on the application.





CALIFORNIA WATER SERVICE

I would be more than happy to meet with you to provide you with additional details about the filing and answer any questions you may have. Please feel free to call me at (831) 385-5486 so that we can find a mutually agreeable date and time to meet.

I look forward to hearing from you.

Respectfully,



Marc Bloom
Local Manager

cc: Justin Skarb, Cal Water
File



BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of CALIFORNIA WATER SERVICE COMPANY (U-60-W), a California corporation, for an order (1) authorizing it to increase rates for water service by \$94,838,100 or 16.5% in test year 2017, (2) authorizing it to increase rates by \$22,959,600 or 3.4% on January 1, 2018, and \$22,588,200 or 3.3% on January 1, 2019, in accordance with the Rate Case Plan, and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies.

Application 15-07-015
Filed July 9, 2015

**NOTICE OF AVAILABILITY OF APPLICATION
FILED BY CALIFORNIA WATER SERVICE COMPANY (U 60 W)
FOR GENERAL RATE CASE**

On July 3, 2015, California Water Service Company ("Cal Water") filed its General Rate Case Application with the California Public Utilities Commission (CPUC). Water rates adopted as a result of this application will not go into effect until January 1, 2017.

Cal Water is requesting an order (1) authorizing it to increase rates for water service by \$92,107,000 or 16.8% in test year 2017, (2) authorizing it to increase rates on January 1, 2018 by \$25,980,000 or 4.1% and on January 1, 2019 \$21,204,000 or 3.2% in accordance with the Rate Case Plan, and (3) adopting other related rulings and relief necessary to implement the Commission's ratemaking policies.

This Notice is to inform you that that you may obtain the application and associated public attachments at <https://www.calwater.com/rates/> or by contacting James Polanco at RatesHelp@calwater.com or 408-367-8239.



Item 4(C)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 25, 2015
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MICHAEL POWERS, CITY MANAGER
RE: STRATEGIC PLANNING

RECOMMENDATION

It is recommended that the Council consider and approve the proposal from Marilyn Snider to provide Strategic Planning Services.

DISCUSSION

The Council has worked to clarify their vision for the City and directed staff to seek the services of a qualified professional to provide strategic planning facilitation. Staff spoke and emailed with potential service providers. At the end, one proposal was received. That proposal, from Marilyn Snider, proposes a one day Strategic Planning with a six month later follow up.

ALTERNATIVES

There are numerous alternatives, two reasonable alternatives being:

1. Do Nothing.
2. Delay the project (could time it better with the new City Manager hiring).
3. Approve the proposal and schedule an all day meeting

FISCAL IMPACT

Approximately \$5,000.00. Funds exist in the Council budget to cover the cost.

EXHIBITS

Marilyn Snider Proposal

Prepared and Approved by:



MICHAEL POWERS, CITY MANAGER

August 16, 2015

EXHIBIT 

**Michael Powers, City Manager
City of King City
212 S Vanderhurst Avenue
King City, CA 93930**

Dear Michael,

Thank you for contacting me about possible facilitation of strategic planning for the City of King City. I would be delighted to facilitate a retreat for you.

Since I began my business, Snider and Associates, I have specialized in facilitating strategic planning, team building, conflict resolution, community consensus and city council evaluations of their city managers. I have worked with over 100 city councils and city management teams as they develop their city's or department's mission, vision, core values, long-range goals, short-range strategic objectives and follow-up process.

In your area, I have been provided strategic planning facilitation for the City of Seaside (with whom I have worked for 13 years) and Salinas Valley Solid Waste Authority where I have had the pleasure of working with your mayor, Rob Cullen. Some of the other clients for whom I am currently facilitating strategic planning include the city councils and management teams of Del Rey Oaks, Huntington Beach, Redondo Beach, Citrus Heights, Pasadena, Santa Clara, Galt, Indio, Perris, Cypress, Alhambra (every 6 months for 22 years), Sierra Madre and Fountain Valley.

In addition, I facilitate for corporations, trade and professional associations, non-profit agencies, educational institutions, healthcare and community organization. I have just been hired to facilitate strategic planning for the Los Angeles Department of Water and Power.

Typically the retreats I facilitate are one day. The day starts with continental breakfast at 8:00 with the meeting beginning at 8:30 a.m. and ending at 4:00 p.m. There is a mid-morning and a mid-afternoon break with a group lunch at 12:15.

An initial strategic planning day begins with the welcome, purpose, public comment and introduction of me and an associate who serves as the recorder (she visually records on flipcharts at the front of the room the discussion and decisions of the group going back and forth to a laptop to input the information for distribution at the end of the day). After reviewing the roles of the participants, strategic planning definitions and introduction of the group members, the agenda includes:

- **assessing the internal strengths and weaknesses of the City of King City**
- **assessing the external factors/trends (e.g., economic, political, technological demographic, environmental) that will/might have an impact on the City in the next three-years**
- **developing a mission statement (one sentence that states why the City of King City exists and for whom)**

- identifying 4 or 5 three-year goals (what the City needs to accomplish)
- identifying six-month strategic objectives (how the goals will be addressed initially – by when, who is accountable, for what specific, measurable results) for each of the three-year goals
- identifying next steps/follow-up process to monitor progress on the goals and objectives (including setting a date in six months to update the plan)

The fee, which includes an agenda planning conference call with you, preparation, facilitation of the retreat by me and graphic recording and transcription by an associate, is \$ 3975 plus expenses (mileage at the 2015 IRS Rate, lodging parking and meals). At the end of the retreat, the recorder gives each participant (provided photocopying is available at the location) a hard copy of the retreat record and you get a disk of the strategic plan to use for monitoring progress on the goals and objectives.

I have attached my Snider and Associates brochure that gives a partial list of clients, my background and quotes from several for whom I have facilitated. If you need additional information, please call me my cell at 510-459-5540. When I am out of the office facilitating, I do not check email so that I have time to pick-up and respond to voice mail messages within 24 hours. Consequently it is always better to phone than email me if you need a rapid response.

As I mentioned during our phone call, the first dates I have available to facilitate a retreat for King City would be either November 4 or 5, 2015 with the 5th being the preferred date for the recorder and me. I look forward to hearing from you after you have presented my proposal to the city council and hopefully working together in November.

Sincerely,
Marilyn
Snider and Associates
P.O. Box 13053
Oakland, CA 94661
510-531-2904 (office phone)
510-530-1568 (fax)
510-459-5540 (cell)
marilynsnider@sbcglobal.net

**Important Dates: City of King
Council 2015**

Updated 8/12/15

Underlined events are those
recently added to this list

August

8/18 (Tues) = **Hartnell College Fall Semester** begins and runs through Dec. 19
8/19 (Wed) = **Back to School night** at KCHS at 6 p.m.
8/20 (Thurs) = **Community Expo** at Fort Hunter Liggett
8/20 (Thurs) = **Back to School Night** at Santa Lucia Elementary School at 6 p.m.
8/21 (Fri) = **First KCHS Football game.** Blue/White Scrimmage with our teams playing against each other. JVs at 4 p.m. Varsity at 5:30 .
8/21 (Fri) = **Tri-Tip BBQ Fundraiser** for Chamber of Commerce held at the King City Golf Course, 11 a.m.- 4 p.m.
8/25 (Tues) = **City Council meeting, 6 p.m.**
Location to be announced. Presentation regarding District Elections planned.
8/25 (Tues) **Free admission to Pinnacles National park** on the National Park Service birthday
8/26 (Wed) = **Back to School Night** at Chalone Peaks Middle School at 6 p.m.
8/27 (Thurs) = **Back to School Night** at Del Rey Elementary School at 6 p.m.
8/28 (Fri) = **KCHS Volleyball Alumni Game**
8/29 (Sat) = **South County Ag Tour**, sponsored by the Monterey County Ag and Rural Life Museum

September

9/2-7 (Wed-Mon)=**Monterey County Fair**
9/6 (Mon) = **Labor Day** Federal Holiday. City Hall closed.
9/12 (Fri) = **Backyard Concert** featuring Blue Moonshine (Bluegrass); Sol Treasures, 519 Broadway; 6 p.m.
9/12 (Sat) = **Wildhorse Poker Run** for Motorcycles and Classic Cars. Check-in 8-10 a.m. at Wildhorse Café.
9/13 (Sun) = **El Grito** event celebrating Mexican Independence Day.
9/15 (Tues) = **Start of First Tee** after-school golf program for elementary school students at King City Golf Course
9/17 (Thurs) = **Ladies Invitational Golf Tournament** at King City Golf Course
9/20 (Sun) = **Golden Jubilee** (formerly Old Timers Day) honoring senior citizens at Salinas Valley Fairgrounds, 10 a.m.-3 p.m. sponsored by the Rotary Club

9/26 & 27 (Sat/Sun) = 35th California International **Airshow** in Salinas

9/26 (Sat) = **The Odd Couple-Female Version** produced by Stage Hands at St. Mark's Guild Hall 3rd and Bassett Sts @ 6:30 PM

9/27 (Sun) = **The Odd Couple** at 2 p.m. at St. Mark's Guild Hall

9/26 (Sat) = **Free admission to Pinnacles National Park** on National Public Lands Day

9/30-Oct 2 = (Wed-Fri) = **Annual Conference and Expo** in San Jose for the League of California Cities

October

10/2 & 3 (Fri & Sat) = **The Odd Couple-Female Version** produced by Stage Hands at St. Mark's Guild Hall, 3rd and Bassett Sts @ 6:30 pm

10/2-4 (Fri-Sun) = **Ashley's Journey Barrel Bash** at the Salinas Valley Fairgrounds

10/3 (Sat) = **Mee Memorial Hospital Golf Tournament** at King City Golf Course

10/8 (Thurs) = **KCHS Cross Country Valley Meet @ San Lorenzo Park** starts at 4 p.m.

10/8-11 (Thurs-Sun) = **National Barrel Horse Association State Finals** at the Salinas Valley Fairgrounds

10/9 (Fri) = **KCHS Football Hall of Fame Game** vs. Greenfield at 5 p.m. for JV and 7:30 for Varsity

10/10 (Sat) = **Airport Open House** at the King City Airport)

10/14 (Wed) = **Four Cities 4 Peace** meeting hosted in King City at 4 p.m. at King City Recreation Building

10/14 (Wed) = **Young Farmers Golf Tournament** at King City Golf Course

10/16 (Fri) = **KCHS home football game** vs Soledad.

10/17 (Sat) = **Electronic waste recycling** to benefit King City Food Panty; KCHS Broadway parking lot 9 am.-4 pm

10/24 (Sat) = **Ghost Stories Bon-Fire** at San Lorenzo Park sponsored by the Mo. County Ag and Rural Life Museum

10/30 (Thurs) = **KCHS Football Homecoming Game** vs Pacific Grove, 5 p.m. for JV and 7:30 for Varsity.

Parade downtown beforehand

November

11/6 (Fri) = **KCHS home football game** vs. Carmel

11/7 (Sat) = **Evening in the Garden** , San Antonio Mission. First Saturday in November, 4-8 p.m.