

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

TUESDAY OCTOBER 25, 2016
6:00 P.M.

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

**Spanish interpretation services will be available at meeting*

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Belinda Hendrickson, Mike LeBarre, Mayor Pro Temp. Karen Jernigan, and Mayor Robert Cullen
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**
 - A. Maura Twomey, AMBAG
- 6. PUBLIC COMMENT**

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

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

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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

- A. Meeting Minutes of October 11, 2016 Council Meeting
Recommendation: approve and file.
- B. Consideration: City Check Register – Current
Recommendation: receive and file.
- C. Consideration: Successor Agency Check Register – Current
Recommendation: receive and file.
- D. City Monthly Treasurer’s Report- October 2016
Recommendation: approve and file.
- E. Successor Agency Monthly Treasurer’s Report- October 2016
Recommendation: approve and file.
- F. Public Financing Authority Monthly Treasurer’s Report- October 2016
Recommendation: approve and file.
- G. Consideration: First Street – Lonoak Road Shoulder Safety Improvements - Proposed Project Award Recommendation
Recommendation: award Base Bid of the First Street/Lonoak Road Shoulder Safety Improvement Project as proposed by low bidder, Monterey Peninsula Engineering, (MPE), in the proposed amount of \$1,096,521.00 and process Contract Change Order No. 1 in the amount of \$29,400.00.
- H. Consideration: Contract Services Agreement for Interim City Attorney Services
Recommendation: approve a contract services agreement with Aleshire & Wynder, LLP for Interim City Attorney services.
- I. Consideration: Cancellation of November 8, 2016 Regular Meeting and Scheduling of November 15, 2016 Special Meeting
Recommendation: approve cancellation of the regularly scheduled meeting on November 8, 2016 and schedule a special meeting on November 15, 2016.
- J. Consideration: Appointment of New Airport Commissioner
Recommendation: approve appointment of Chris Madsen to the Airport Advisory Committee.
- K. Consideration: Approval for Funding for King City In Bloom
Recommendation: approve the expenditure of \$1,200 for King City In Bloom’s membership in the America In Bloom Program

10. PUBLIC HEARINGS
None

11. REGULAR BUSINESS
None

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

13. ADJOURNMENT

**Minutes
City Council Meeting
October 11, 2016**

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor Cullen.

RJ Rivera announced that there are translating services available.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams, Assistant Attorney Dave Hale

4. CLOSED SESSION ANNOUNCEMENTS:**5. PRESENTATIONS:**

None

6. PUBLIC COMMUNICATIONS:**7. COUNCIL COMMUNICATIONS:**

Mayor Cullen stated that the Vietnam wall was a moving experience. Last Farmers Market is October 26th. Council Member Acosta will attend the Salinas Valley Solid Waste Authority for the Mayor on October 20th. Last meeting there was a complaint of water wasters and the Mayor turned the complaint in to Cal Water and all other water wasters can be turned in to Cal Water. This Thursday ribbon cutting at Fresh Music at 5:30p.m. Attended Chamber of Commerce meeting this morning and Nov. 3rd nomination forms for Citizen of the Year, Business of the Year and Friend of the Community are due. Coffee with a Cop on Friday at McDonalds 9-10:30a.m.

Council Member Hendrickson ask for an update on the river bed cleaning. City Manager stated that the permits are approved but may not be able to make it happen before for the rainy season.

Mayor Pro Tem Jernigan had the opportunity to attend the America's in Bloom symposium in San Luis Obispo, she brought handouts, 39 communities were represented. She looked at the Streetscapes done in Avila Beach and Atascadero that our consultant has done that could be done for us. She walked down Broadway yesterday on her lunch and she was struck by things that can be improved. She stated that the olive trees are messy and may need to be removed. She further stated that the 300 block of Broadway needs to be lifted up. She had feedback from Cal Trans that what she had requested via their website had been done (street sweeping the bridge and graffiti removal).

Council Member Acosta attended the California League of Cities Oct. 5-7th. She learned of a partnership about electric filling stations with PG&E which can promote people coming to our town. She learned about

medical cannabis. She learned about youth programs. She would like to work with the King City in Bloom to bring in new festive decorations. She volunteered at the Vietnam moving wall. They are doing four assemblies about prescription drugs at the High School for the kids and parents. She also has 4C4P meeting here in King City tomorrow. October 20th, she will attend the Salinas Valley Solid Waste Authority meeting. October 26th National prescription drug take back day. 23rd is YMCA run for the victim's. The victim's center is going to be larger than was expected down here in south county at the old court house.

Council Member LeBarre attend Rail policy committee and MST was yesterday. He feels that the community is so fortunate for all the colleges in our area providing education for our children for a reasonable fee.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams stated the next step in the streetscape plan process is the 2nd workshop on November 3rd at 6p.m. Repairs to dips in First Street Bridge are Cal Trans responsibility, doing immediate repairing and looking at a more permanent solution. Youth Violence Task Force meeting will be next Monday, October 17th here at City Hall.

9. CONSENT AGENDA

- A. Meeting Minutes of September 27, 2016 Council Meeting
- B. Consideration: Cancellation of Regular Meeting on December 27, 2016
- C. Consideration: Closure of City Offices December 23rd through January 2nd
- D. Consideration: Police Department Recruitment and Selection Policy
- E. Consideration: Expenditure for Support of Community Task Force to End Youth Violence and Victims' Center Opening
- F. Consideration: Appropriation for Well Repairs
- G. Consideration: Resolution Approving a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLP for Purchase of Police Vehicles

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

None

11. REGULAR BUSINESS:

11 (a) Consideration: Change of City Hall and Police Station Public Business Hours and Employee Work Schedules

City Manager Adams introduced this item.

Mayor Cullen ask for a motion to approve by motion: 1) adopt a resolution approving a change of City Hall and Police Station public business hours to Monday through Friday 9:00 a.m. to 5:00 p.m.; 2) adopt a Resolution approving a side letter of agreement with the Service Employees International Union Local 521 ("SEIU") to implement a 9/80 work schedule for selected City Hall employees; and 3) adopt a Resolution

approving a side letter of agreement with King City Confidential Employees Association ("KCCEA") to implement a 9/80 work schedule for selected City Hall employees.

Action: Motion by Jernigan to approve by motion: 1) adopt a resolution approving a change of City Hall and Police Station public business hours to Monday through Friday 9:00 a.m. to 5:00 p.m.; 2) adopt a Resolution approving a side letter of agreement with the Service Employees International Union Local 521 ("SEIU") to implement a 9/80 work schedule for selected City Hall employees; and 3) adopt a Resolution approving a side letter of agreement with King City Confidential Employees Association ("KCCEA") to implement a 9/80 work schedule for selected City Hall employees with the correction suggested by Councilmember LeBarre. Seconded by Hendrickson.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11 (b) Consideration: Planning Commission Request to Modify Sign Regulations

Community Development Director introduced this item.

Mayor Pro Tem Jernigan would like to be involved in this process.

Mayor Cullen would like to have it be Planning Commission review and do public hearings and bring forward recommendations to the City Council. Mayor Pro Tem would like to meet with the Planning Commission. She wants a process that is flexible.

Mayor Cullen ask for a motion to approve by motion: directing staff to work with Planning Commission on public outreach and modifications to the City's sign regulations to bring forward to the City Council.

Action: Motion by Acosta to approve by motion: directing staff to work with Planning Commission on public outreach and modifications to the City's sign regulations to bring forward to the City Council. Seconded by LeBarre.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11(c) Consideration: Use of PG&E Rule 20A Credits

City Manager Adams introduced this item.

John Baucke suggested Bitterwater Road would be another place to underground utilities.

Mayor Cullen ask for a motion to approve by motion: 1) authorize the City Manager to negotiate an agreement for sale of the City's PG&E Rule 20A credits for \$300,000; and bring anything else back for Council approval.

Action: Motion by LeBarre to approve by motion: 1) authorize the City Manager to negotiate an agreement for sale of the City's PG&E Rule 20A credits for \$300,000; and bring anything else back for

Council approval. Seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

12. CLOSED SESSION:

1. Government Code Section 54957(b) (1) - Public Employee Appointment: Interim City Attorney

2. Liability Claims, by Jose Silva
Claim against City of King

Gov. Code Section: 54956.95

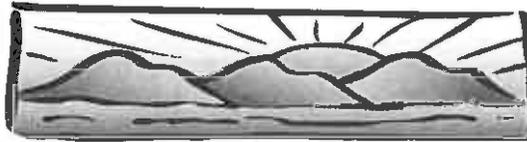
ADJOURNMENT:

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 7:01pm to closed session with the Mayor stating what would be discussed in closed session.

Approved Signatures:

Mayor, Robert Cullen
City of King

City Clerk, Steven Adams
City of King



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

Item No 9 (B)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CITY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ALTERNATIVES:

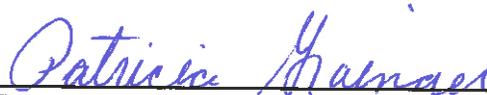
The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/CITY
CITY CHECK REGISTER
OCTOBER 25, 2016
PAGE 2 OF 2**

Exhibit(S)

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Date: 10/19/2016

Time: 8:25 am

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
58152	09/23/2016	Reconciled		ACOSTAD	DARLENE ACOSTA	League of CA Cities Annual	132.00
58153	09/23/2016	Reconciled		ALBERTO	PEDRO ALBERTO	Refund Soccer	50.00
58154	09/23/2016	Reconciled		AM SUPPLY	AMERICAN SUPPLY CO.	Bathroom Signs - Supplies	335.67
58155	09/23/2016	Reconciled		AT & T	AT & T	Monthly Access Charge -	342.50
58156	09/23/2016	Reconciled		AT&T - C	AT&T	Phone Bill -	57.36
58157	09/23/2016	Reconciled		CAL WATER	CALIFORNIA WATER SERVICE CO.	City's Monthly Water -	23,837.12
58158	09/23/2016	Printed		CERNEY	JOHN CERNEY	Pocket Park Mural -	5,000.00
58159	09/23/2016	Reconciled		COPWARE, I	COPWARE, INC.	Site License for P O -	615.00
58160	09/23/2016	Printed		CURVA	NHR NEWCO HOLDINGS LLC	Warranty - Cisco Smartnet	1,394.17
58161	09/23/2016	Printed		DOMINGUEZ	FERNANDO DOMINGUEZ	Rental - Security Deposit	200.00
58162	09/23/2016	Reconciled		FIRST AL	FIRST ALARM, INC	Fire Alarm Reset Clean Up.	95.00
58163	09/23/2016	Reconciled		FORD CREDI	FORD CREDIT DEPT 67-434	2nd Installment 2 - 2016	26,339.18
58164	09/23/2016	Printed		GARCIAC	CARLOS GARCIA	Soccer Official -	85.00
58165	09/23/2016	Printed		GARCIAM	MANUEL GARCIA	Soccer Official -	60.00
58166	09/23/2016	Reconciled		GARCIARE	REFUGIO GARCIA	Soccer Official -	20.00
58167	09/23/2016	Reconciled		GREEN'S	GREEN'S ACCOUNTING	Aug 2016 Monthly -	7,168.71
58168	09/23/2016	Reconciled		HALE	DAVID P HALE	Legal Service - August	1,712.00
58169	09/23/2016	Reconciled		HARTRA	RACHEL HART	Basketball Official -	80.00
58170	09/23/2016	Reconciled		ROLAND	JOCELYN E. ROLAND, PH.D., ABPP	Pre-Emp Psych. - K Wood	450.00
58171	09/23/2016	Reconciled		LCAH	LOS COCHES ANIMAL HOSPITAL	Animal Services - August 2016	60.75
58172	09/23/2016	Reconciled		GRAFIX	M. J. DONOVAN ENTERPRISES, INC	Lettering for New Units #102,	798.00
58173	09/23/2016	Reconciled		MO CO INFO	MO CO INFORMATION TECHNOLOGY	Network Access - Aug 2016.	1,697.15
58174	09/23/2016	Reconciled		MOCO CLERK	MONTEREY COUNTY CLERK	Mitigated Negative Declaration	2,260.25
58175	09/23/2016	Printed		MUST	MUSTANG BENCH	Advertising - 1/4 Page	225.00
58176	09/23/2016	Reconciled		OFFICE DEP	OFFICE DEPOT	Replacement Cables Vehicle	310.15
58177	09/23/2016	Reconciled		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Oil Filters for Engines and	506.42
58178	09/23/2016	Printed		PETTY CASH	PETTY CASH-PATRICIA GRAINGER	City Hall Petty Cash -	181.58
58179	09/23/2016	Reconciled		PGE CFM	PG&E CFM PPC DEPARTMENT	1st Lift Station	1,687.06
58180	09/23/2016	Printed		PINAJO	JOSE PINA	Refund - Parent Coaching	80.00
58181	09/23/2016	Reconciled		PINAN	NELY PINA	Refund Deposit	200.00
58182	09/23/2016	Printed		PINEDA	BRYAN PINEDA	Soccer Official -	85.00
58183	09/23/2016	Reconciled		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage Refill	201.00
58184	09/23/2016	Reconciled		QUILL CORP	QUILL CORPORATION	C H Supplies & C M Supplies.	53.60
58185	09/23/2016	Reconciled		QUIROZ	RAUL QUIROZ	Soccer Official -	80.00
58186	09/23/2016	Reconciled		RAINBOW	RAINBOW PRINTING	Permission to Search Forms -	195.71
58187	09/23/2016	Reconciled		RAMIRRO	ROSA RAMIREZ	Refund Deposit	200.00
58188	09/23/2016	Reconciled		RRM DESIGN	RRM DESIGN GROUP, INC.	Design Group Services -	3,837.05
58189	09/23/2016	Reconciled		SALINAS V	SALINAS VALLEY PRO SQUAD	Officer B Jaffee Uniform	4,012.79
58190	09/23/2016	Reconciled		SENTRY	SENTRY	Alarm System Monitoring	687.20
58191	09/23/2016	Reconciled		SO CO NEWS	SO CO NEWSPAPERS	Public Notice - Publication	88.00
58192	09/23/2016	Reconciled		SPECIALTY	SPECIALTY CONSTRUCTION INC.	Progress Pmt #10 - Sewer	442,563.86
58193	09/23/2016	Printed		STERI	STERICYCLE, INC	Quarterly Services -	950.76
58194	09/23/2016	Reconciled		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services for Aug 2016	3,640.00
58195	09/23/2016	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Monthly Car Washes	567.00
58196	09/23/2016	Printed		TOLE	OMAR TOLEDO	Soccer Official -	85.00
58197	09/23/2016	Reconciled		TORO	TORO PETROLEUM CORP.	Gasoline - Acct 6835	2,377.59
58198	09/23/2016	Reconciled		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract - Sept	278.36
58199	09/23/2016	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	3,467.31
58200	09/23/2016	Reconciled		UMPQUA	UMPQUA BANK	Retention Payment-Sewer	23,292.64
58201	09/23/2016	Reconciled		VASQUD	DORA VASQUEZ	Refund - Soccer	50.00
58202	09/23/2016	Reconciled		WE TIP, IN	WE TIP, INC.	Annual City Membership	1,500.00
58203	10/06/2016	Printed		ACEHIGH	ACE HIGH DESIGNS INC	Soccer Uniforms	530.02

Check Register Report

Date: 10/19/2016

Time: 8:25 am

Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
58204	10/06/2016	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Monthly Fee for Remote User.	150.00
58205	10/06/2016	Printed		ANDRIOLA	JOSEPH ANDRIOLA	Communter Meals - J Andriola	150.00
58206	10/06/2016	Printed		AT&T - C	AT&T	911 Line - #9391036550	198.33
58207	10/06/2016	Printed		ALVALOS	ALFONSO AVALOS	Soccer Official -	45.00
58208	10/06/2016	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Site Inspection	80.00
58209	10/06/2016	Printed		DEPT CONS	DEPARTMENT OF CONSERVATION	SMIP Quarterly Fees	280.10
58210	10/06/2016	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Coach Fingerprint -	192.00
58211	10/06/2016	Printed		GARCIA	CARLOS GARCIA	Soccer Official -	45.00
58212	10/06/2016	Printed		GARCIA	MANUEL GARCIA	Soccer Official -	95.00
58213	10/06/2016	Printed		HYDRO TURF	HYDRO TURF, INC.	Hedger - Cust #10012	575.25
58214	10/06/2016	Printed		JBTIRE	MIGUEL JACOBO	2005 Ford Crown Vic - Service	1,956.26
58215	10/06/2016	Printed		ROLAND	JOCELYN E. ROLAND, PH.D., ABPP	Pre-employment Psych -	450.00
58216	10/06/2016	Printed		JUAREZM	MAGALI JUAREZ	Refund - Canceled Event	357.00
58217	10/06/2016	Printed		KOCZANOWI	LAW OFFICE OF	City Attorney Contract Service	5,722.00
58218	10/06/2016	Printed		LOPEZ AUTO	LOPEZ AUTO GLASS	Windshield replaced Unit 109	298.97
58219	10/06/2016	Printed		MO HEALTH	MONTEREY COUNTY HEALTH DEPT.	Retainer Fee 16-17	2,000.00
58220	10/06/2016	Printed		OCHOAFR	FRANCISCO OCHOA	Soccer Official -	95.00
58221	10/06/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	359.78
58222	10/06/2016	Printed		OWENE	OWEN EQUIPMENT COMPANY	Parts for Sweeper -	212.93
58223	10/06/2016	Printed		PURE WATER	PENINSULA PURE WATER INC.	Sept 2016 Water Services	37.75
58224	10/06/2016	Printed		PINEDA	BRYAN PINEDA	Soccer Official -	100.00
58225	10/06/2016	Printed		QUILL CORP	QUILL CORPORATION	City Hall Paper.	518.35
58226	10/06/2016	Printed		QUIROZ	RAUL QUIROZ	Soccer Official -	95.00
58227	10/06/2016	Printed		RAMAD	ADOLFO RAMIREZ	Open Gym -	200.00
58228	10/06/2016	Printed		CAOCC	RICHARD A. LIND JR. MD INC	Pre-emp Medical Exam -	160.00
58229	10/06/2016	Printed		S.B.R.P.S.	S.B.R.P.S.T.	Tuition - Interview & Interrog	170.00
58230	10/06/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	Public Notice Listing.	104.00
58231	10/06/2016	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Sept 2016 Services.	180.74
58232	10/06/2016	Printed		TORO	TORO PETROLEUM CORP.	Gas - KCPD -	1,806.67
58233	10/06/2016	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	Sept 2016 Services -	25.00
58234	10/06/2016	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	Repair Thermostat - P D	261.80
58235	10/06/2016	Printed		VERIZON WI	VERIZON WIRELESS	Monthly Cell Phone - KCPD	999.95
58236	10/06/2016	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Round-up and Rely -	1,038.58

Total Checks: 85 **Checks Total (excluding void checks): 583,683.42**

Total Payments: 85 **Bank Total (excluding void checks): 583,683.42**

Total Payments: 85 **Grand Total (excluding void checks): 583,683.42**



Item No 9 (C)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: SUCCESSOR AGENCY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/SUCCESSOR AGENCY
SUCCESSOR AGENCY CHECK REGISTER
OCTOBER 25, 2016
PAGE 2 OF 2**

Exhibit(S)

1. Check Register Report

Submitted by: Patricia Grainger
Patricia Grainger, Accountant

Approved by: Steven Adams
Steven Adams, City Manager

Check Register Report

Date: 10/19/2016

Time: 8:35 am

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

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

196	09/23/2016	Reconciled		GREEN'S	GREEN'S ACCOUNTING	Successor Agency - Aug 2016	3,200.00
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Total Checks: 1

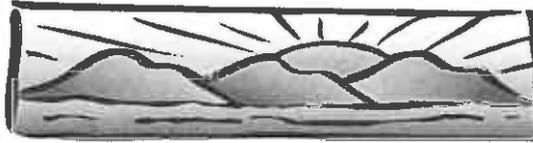
Checks Total (excluding void checks): 3,200.00

Total Payments: 1

Bank Total (excluding void checks): 3,200.00

Total Payments: 1

Grand Total (excluding void checks): 3,200.00



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

Item No. 9 (D)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: MONTHLY TREASURER'S REPORT – SEPTEMBER 2016

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

**CITY COUNCIL
MONTHLY TREASURER'S REPORT – SEPTEMBER 2016
OCTOBER 25, 2016
PAGE 2 OF 2**

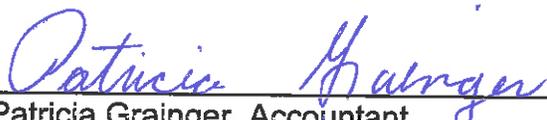
ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

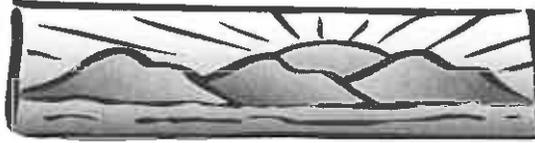
City of King
 Investment Report
 Schedule of Cash and Investments
 September 30, 2016

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
State of California LAIF - City	Pooled	0.60%	2,254,123.18	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	1,066,123.64	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	3,998.91	On Demand	N/R
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			3,416,665.80		
Total Cash and Investments			3,416,665.80		

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 10/25/2016. Cash flow liquidity is still limited.

SIGNED: 

 City Treasurer



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

Item No. 9 (E)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

**RE: SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT –
SEPTEMBER 2016**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

**CITY COUNCIL/SUCCESSOR AGENCY
SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – SEPTEMBER
2016
OCTOBER 25, 2016
PAGE 2 OF 2**

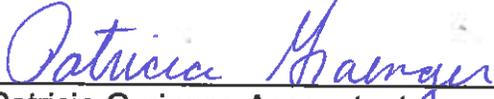
ALTERNATIVES:

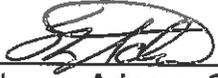
The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
September 30, 2016

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	SA Checking Account		2,508,955.78	On Demand	N/R
Invested by City Treasurer (Subtotal):			2,508,955.78		
Invested by Trustees (as of September Statements)					
Bond Reserves (1)					
U.S. Bank - 2011 TARB					
US Bank Money Market Ct	Escrow Fund #5050	0.00%	6,050,313.08	8/1/2034	6,050,313.08
U.S. Bank - 2016 A & B TARB					
US Bank Money Market Ct	Interest Account #5001	0.10%	40.76	3/31/2025	40.76
US Bank Money Market Ct	Cost of Issu Acct. #5009	0.10%	10,038.55	3/31/2025	10,038.55
U.S. Bank - 2016 TARB					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	4.13	3/31/2025	4.13
US Bank Money Market Ct	Interest Account #6001	0.00%	56.48	9/30/2016	56.48
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,527.07	3/31/2025	319,527.07
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Escrow Fund #6050	0.39%	0.00	9/30/2016	0.00
Market Value Provided by U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			6,379,980.07		
Total Cash and Investments			8,888,935.85		

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 10/25/2016. Cash flow liquidity is still limited.

SIGNED: _____



City Treasurer

Note:
(1) Bonds



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

Item No. 9 (F)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: OCTOBER 25, 2016
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: STEVEN ADAMS, SECRETARY
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: MONTHLY TREASURER'S REPORT – SEPTEMBER 2016

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

The California Government Code Section 41004 states "Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances." The Public Finance Authority was used for the issuance of the Sewer Enterprise Bonds.

DISCUSSION:

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

COST ANALYSIS:

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

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – SEPTEMBER 2016
OCTOBER 25, 2016
PAGE 2 OF 2**

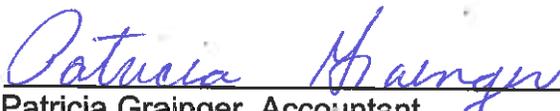
ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, Secretary

City of King
Investment Report
Schedule of Cash and Investments
September 30, 2016

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank		804,008.96	On Demand	N/R
State of California LAIF- Financing Authority		5,021.26	On Demand	N/R
Invested by City Treasurer (Subtotal):	0.60%	809,030.22		
Total Cash and Investments		809,030.22		

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 10/25/2016. Cash flow liquidity is still limited.

SIGNED:  _____
Secretary



Item No. 9 (G)

STAFF REPORT

DATE: OCTOBER 25, 2016
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEER
RE: CONSIDERTATION OF FIRST STREET – LONOAK ROAD SHOULDER SAFETY IMPROVEMENTS – PROPOSED PROJECT AWARD RECOMMENDATIONS

RECOMMENDATION:

It is recommended City Council: 1) award the Base Bid of the First Street/Lonoak Road Shoulder Safety Improvement Project less bid item 10 as proposed by low bidder, Monterey Peninsula Engineering, (MPE), in the proposed amount of **\$1,096,521.00**; 2) approve a contract contingency of \$164,478 (15%); and 3) direct staff to process Contract Change Order No. 1 in the amount of \$29,400.00.

BACKGROUND:

Improvement Plans and Specifications were put out to bid for the First Street – Lonoak Road Shoulder Safety Improvement Project. The project includes widening the roadway for the construction of shoulder and bicycle lane improvements along First Street south of the San Lorenzo Bridge to the Caltrans right of way and along Lonoak Road from the easterly edge of railroad right of way to the city limits line.

The City of King and the Monterey County Health Department (MCHD) and other local agencies collaborated in the developing the ***Via Salinas Valley: Pathways to Health through Active Transportation*** grant application to receive Active Transportation Program (ATP) funds. This is a regional effort to improve health, access, and safety in Monterey County's Salinas Valley. The proposed program includes four components (Management and Evaluation, Programs, Infrastructure, and Policy).

The City's portion of the collaborative effort is to widen the roadway for the construction of shoulder and bicycle lane improvements along First Street and

**CITY COUNCIL
FIRST STREET – LONOAK ROAD SHOULDER SAFETY IMPROVEMENTS –
PROPOSED PROJECT AWARD RECOMMENDATIONS
OCTOBER 25, 2016
PAGE 2 OF 3**

Lonoak Road. This project will provide safety improvements, as well as greatly enhance the entrance to King City along First Street.

The City was also awarded a competitive grant from TAMC using Transportation Development Act 2% (TDA) funds for Pedestrian and Bicycle Facilities to be used on South First Street.)

DISCUSSION:

The City received one bid from the following Contractor in the following amounts:

Monterey Peninsula Engineering (original bid):	\$1,361,121.00
Excepting bid item 10	<u>-\$264,600.00</u>
Monterey Peninsula Engineering less bid item 10:	\$1,096,521.00
Revised bid item 10 (14700 SF @ \$2.00/SF)	<u> \$29,400.00</u>
Total Cost	\$1,125,921.00

After reviewing the bid received, it was noted that bid item 10 had a typo resulting in an excessive cost. It is proposed to remove this item from the contract. It is also proposed to approve an alternate scope as described in the attached memo from MPE dated October 16, 2016, which will replace item 10 and will be processed under Change Order No 1.

The original Engineers Estimate was \$1,050,000.00. A 15% contingency is recommended instead of 10% because staff might pursue some improvements to address pavement problems on the First Street Bridge through this project.

COST ANALYSIS:

Funding for this project will come from California Transportation Commission (CTC) - Active Transportation Program (ATP) funds and TAMC, Transportation Development Act 2% (TDA) Funds for Pedestrian and Bicycle Facilities. TAMC is the implementing Agency and will receive the Active Transportation Program funds, which TAMC will provide to the City of King on a reimbursement basis. Costs are within the funded amount.

**CITY COUNCIL
FIRST STREET – LONOAK ROAD SHOULDER SAFETY IMPROVEMENTS –
PROPOSED PROJECT AWARD RECOMMENDATIONS
OCTOBER 25, 2016
PAGE 3 OF 3**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendation:
2. Approve the bid, but authorize a different contingency amount:
3. Reject the bid and solicit new bids since only one was received, which would delay the project;
4. Provide other direction to staff.

Exhibits:

1. Bid summary
2. Memo for MPE regarding bid item 10 dated October 18, 2016.

Submitted by: _____


Octavio Hurtado, Hanna & Brunetti, City Engineer

Approved by: _____


Steven Adams, City Manager

Project:		BID SUMMARY - October 12, 2016		Job/File No.:	
First Street/Lonoak Road Shoulder Safety Improvements				142107	
Date:		19-Oct-16		Monterey Peninsula Engineering	
Item	Description	Quantity	Unit Price	Amount Price	
Base Bid					
1	Mobilization	1	LS \$25,000.00	\$25,000.00	
2	Pothole and Verify Location and Depth of Existing Utilities	1	JOB \$5,000.00	\$5,000.00	
3	Clear and Grubbing	1	LS \$6,000.00	\$6,000.00	
4	Traffic Control	1	LS \$35,000.00	\$35,000.00	
5	Erosion Control	1	LS \$15,000.00	\$15,000.00	
6	Road Section Grinding	1	JOB \$25,000.00	\$25,000.00	
7	Furnish and Install 8" AC over 16" CL 2 AB, Roadway Section on First Street per Plans	56,510	SF \$11.00	\$621,610.00	
8	Furnish and Install 8" AC over 12" CL 2 AB, Roadway Section on Lonoak Road per Plans	6,930	SF \$11.00	\$76,230.00	
9	Furnish and Install 12" CL 2 AB Shoulder per Plans	1	LS \$25,000.00	\$25,000.00	
10	Furnish and Install 1.0" Leveling Course over 2.0" AC Overlay on Lonoak and Driveway (33+44) per Plans	14,700	SF \$18.00	\$264,600.00	
11	Microsurface (Slurry Seal) on First Street	94,560	SF \$0.55	\$52,008.00	
12	4" Deep Lift AC Pavement	800	SF \$4.00	\$3,200.00	
13	Furnish and Install Type A (6") Asphalt Concrete Dike per Plans	160	LF \$40.00	\$6,400.00	
14	Furnish and Install 12" Storm Drain Stub at Catch Basin	10	LF \$125.00	\$1,250.00	
15	Furnish and Install Type C Catch Basin	1	EA \$5,000.00	\$5,000.00	
16	Furnish and Install Drop Inlet at end of Ex. 12" CMP Storm Drain Pipe	1	EA \$6,000.00	\$6,000.00	
17	Retaining Wall, Modular Type, at Lonoak Per Dimensions on Plans	1	LS \$9,000.00	\$9,000.00	
18	Adjust Existing Manholes to Grade	5	EA \$500.00	\$2,500.00	
19	Adjust Existing Utility Vaults to Grade	4	EA \$1,100.00	\$4,400.00	
20	PCC Curb and Gutter at First Street per City Stds.	280	SF \$25.00	\$7,000.00	
21	PCC Sidewalk at First Street per City Stds.	955	SF \$13.00	\$12,415.00	
22	PCC Driveway Approach at Sta. 23+88.30	306	SF \$18.00	\$5,508.00	
23	Furnish and Install Striping	1	JOB \$23,000.00	\$23,000.00	
24	Furnish and Install Landscaping and Irrigation System	1	JOB \$125,000.00	\$125,000.00	
Base Bid Total					\$1,361,121.00
Project Total as listed in Base Bid Proposal					\$1,361,121.00



MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

October 18th 2016

City of King c/o
Hanna and Brunetti
Gilroy California

Attn: Octavio Hurtado
Re: King City 1st Lonoak Road Shoulder Safety Improvement Project

Octavio,

MPE takes no issue with the City awarding our firm this contract *less* bid item: 10) Furnish and Install 1" Leveling Course over 2" AC Overlay on Lonoak and Driveway (33+44) per Plans. We consider this item fully revocable and there would be no impact should this work be omitted.

Furthermore and as discussed, the existing center roadway on Lonoak Rd could be improved by pulverizing and re-compacting the upper 6" of existing road section and then overlaying this prepared base with 3" of new asphalt concrete. This paving could be performed concurrently with the topping out of the widened shoulder asphalt paving thus providing a more contiguous and uniform mat. This approach would cost \$2.00/SF complete in place.

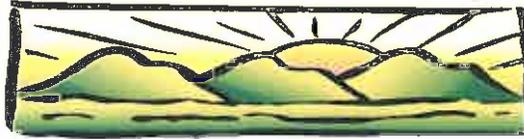
Please call me at 831-277-6112 for any questions or clarifications:

Peter Taormina

Peter Taormina, Principal



Cell 831.272.2770 Fax 831 384-5078



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

Item No. 9 (H)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT
FOR INTERIM CITY ATTORNEY SERVICES**

RECOMMENDATION:

It is recommended the City Council approve a contract services agreement with Aleshire & Wynder, LLP for Interim City Attorney services.

BACKGROUND:

Last month, City Attorney Martin Koczanowicz resigned as the City's contract City Attorney to accept a full-time City Attorney position with the City of Moreno Valley. David Hale, Assistant City Attorney and partner of his former firm, has agreed to serve as Acting City Attorney through the month of October. Therefore, the City is in need of interim city attorney services while a search is conducted for the appointment of a new permanent City Attorney.

DISCUSSION:

The City contacted a number of recommended municipal legal firms and received three proposals. Interviews were conducted by a City Council subcommittee. Based on the results of the process, it is recommended the City Council approve a contract with Aleshire & Wynder, LLP.

Under the contract, Shannon Chaffin will serve as the Interim City Attorney and Roy Santos will serve as the Interim Assistant City Attorney. They both have extensive municipal law experience. In addition, Aleshire & Wynder, LLP is a large firm with attorneys specializing in all areas of municipal law that will be available to the City for consultation. Mr. Chaffin and Mr. Santos work out of the firm's Fresno office.

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR INTERIM
CITY ATTORNEY SERVICES
OCTOBER 25, 2016
PAGE 2 OF 2**

COST ANALYSIS:

The proposed rate is very close to the current City Attorney agreement. Therefore, staff does not anticipate there to be a cost impact.

ALTERNATIVES:

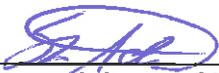
The following alternatives are provided for Council consideration:

1. Approve the Agreement;
2. Modify and approve the Agreement
3. Do not approve the Agreement and direct staff to solicit other proposals; or
4. Provide other direction to staff.

Attachments:

1. Contract Services Agreement
2. Aleshire & Wynder, LLC Proposal

Approved by: _____


Steven Adams, City Manager

**CONTRACT SERVICES AGREEMENT FOR
INTERIM CITY ATTORNEY SERVICES
CITY OF KINGS CITY**

This CONTRACT SERVICES AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES (the "Agreement") is effective as of the ___ day of _____, 2016, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the CITY OF KING CITY ("KING CITY" OR "City"), a Charter city. The term "City" shall also include the KING CITY Successor Agency, the KING CITY Community Housing Authority, the KING CITY Public Financing Authority, and all other City boards and commissions.

1. APPOINTMENT

City Council hereby appoints Shannon L. Chaffin as the Interim City Attorney, and hires A&W as its Interim City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, King City Successor Agency ("Successor Agency"), KING CITY Housing Authority ("Housing Authority"), KING CITY Public Financing Authority ("Public Financing Authority"), all other City boards and commissions and their affiliated agencies, as directed by the City.

Notwithstanding the foregoing appointment, the designated Interim City Attorney, Interim Agency Counsel, and any Interim Assistant or Interim Deputy City Attorney, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated Interim City Attorney (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Interim Assistant City Attorney shall be obtained from the City Manager, and resources will be provided to the City Manager and City Council if requested. The Interim City Attorney may appoint various deputies as the Interim City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, as set forth in the Municipal Code, including, but not limited to, the following:

(i) Attendance at City Council, Planning Commission, or Successor Agency, Housing Authority, Public Financing Authority, or other affiliated entities, unless excused by the City Manager or his/her designee, and other board and commission meetings on request of the City Manager or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, City Manager, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the City Manager, or

his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iv) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(v) Represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) Hold office hours at City Hall, if requested, at a time agreed to with City Manager; and

(vii) Attend management staff and agenda review meetings at a time agreed to with City Manager; and

(viii) Monitor pending and current legislation and case law as appropriate; and

(ix) Supervise outside legal services, if any.

B. A&W, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The Interim City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

C. The Interim City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The Interim City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the Interim City Attorney.

D. All legal services shall be coordinated under the direction of the City Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized

by the City Council or City Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matter of City from or to A&W.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, City understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of City requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

4. PERSONNEL

In addition to Shannon L. Chaffin acting as Interim City Attorney, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

Shannon Chaffin	Interim City Attorney/Agency Counsel
Roy Santos	Interim Assistant City Attorney
David J. Aleshire	Interim Senior Advisory Counsel
Anthony R. Taylor	Interim Chief Litigation Deputy City Attorney
Colin Tanner	Interim Deputy City Attorney/Personnel
Tommi R. Sagatelian	Interim Deputy City Attorney/Personnel

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending public meetings, preparing ordinances and resolutions, giving general advice to City departments

and similar services. A higher rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate.

The foregoing arrangement would remain in effect for at least Fiscal Year 2016-2017 and the following Fiscal Year. However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the City Council.

6. BOND OR FINANCIAL SERVICES

For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., our fee shall be \$300 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$165 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B", attached hereto, and incorporated herein by reference. City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior written agreement of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with and approval by the City.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside the Monterey County, and only with the prior agreement of City.

Periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City.

A&W will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

A&W shall scrupulously examine all bills submitted for services tendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service hereunder. A&W shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City. A&W agrees it will not bill for time which is not specifically devoted to said task(s). A&W shall not use legal professionals for secretarial work and under no circumstances shall A&W have lawyers billing for making copies, scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary. The billing format utilized to provide bills shall be set forth in a detailed format which readily permits the full scrutiny by any City retained auditors.

8. STATEMENTS AND PAYMENT

A&W shall render to City a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a specific description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

In consideration for A&W's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of A&W's bill by the City, A&W shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit B. Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than ninety (90) days after the due date shall draw interest at ten (10) percent. Invoices shall be submitted to the City at the address shown in Section 13.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither A&W nor any employees or agents of A&W shall be considered an employee of City for any purpose. Neither City, nor any

of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement, with limits of at least One Million Dollars (\$1,000,000.00) for bodily injury by disease, One Million Dollars (\$1,000,000.00) each accident/bodily injury and One Million Dollars (\$1,000,000.00) each employee bodily injury by disease.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, A&W shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Damages") that may be asserted or claimed by any person, firm or entity arising out of or in connection with any negligent or willful act or omission of A&W arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement; provided, that such obligation is only to the extent A&W caused the Damages.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Kings City
Attn: Steve Adams, City Manager
212 South Vanderhurst Ave
King City, CA 93930

ATTORNEY: Aleshire & Wynder, LLP
Attn: Shannon Chaffin, Interim City Attorney
2125 Kern Street, Suite 307
Fresno, CA 93721

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual orientation, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of payor other forms of compensation; and selection for training, including apprenticeship. In the State of California, this requirement is an ethical obligation of attorneys in the management of their firms. [Rules of Professional Conduct Section 2-400(c)]

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge A&W at any time. The Interim City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

16. CONFLICTS

A&W represents that it has advised the City in writing prior to the date of signing of this Agreement of any known relationships with a third party, the City Council or City employees which would: (i) present a conflict of interest with the rendering of professional services under this Agreement; (ii) prevent A&W from performing the terms of this Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

A&W has no present or contemplated employment which is adverse to the City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of the City, upon securing a waiver from both the City and the present or future client.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W shall withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

18. INTEGRATED AGREEMENT; LEGAL REVIEW; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. City has been advised by A&W of its right to have independent legal review of this Agreement and has not sought or relied upon advice from A&W

concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. LICENSE REQUIREMENTS

A&W shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Council or the City Manager why such license is not required to perform the services required.

20. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by A&W in connection with matters upon which the City has retained A&W shall not be shown or distributed to any other public or private person or entity except as authorized by the City Council or the City Manager and in no event prior to having been first disclosed to the City Council or the City Manager. All information, documents, records, reports, data or other materials furnished by City to A&W or other such information, documents, records, data or other materials to which A&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. A&W shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the City Manager.

21. RECORDS AND DOCUMENTATION

A&W shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. A&W agrees to assist City in meeting City's reporting requirements to other agencies with respect to A&W's work under this Agreement.

22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

City and A&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the City Manager or the City Council.

23. NO WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

24. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

Dated: _____, 2016

“CITY”
CITY OF KING CITY, a municipal
corporation

By: _____
Robert Cullen, Mayor

ATTEST

City Clerk

Dated: _____, 2015

“ALESHIRE & WYNDER, LLP”

By: _____
David J. Aleshire, Esq.

EXHIBIT "A"
FEE ARRANGEMENT

- (1) The payment for up to forty (40) hours of general legal service (Monthly Hour Limit) shall be a maximum of Six Thousand Six Hundred Dollars (\$6,600) per month (billed at One Hundred Sixty-Five Dollars (\$165) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until March 1, 2017, the discounted rate shall apply to 60 hours of legal services. The \$165 rate shall increase to \$170 per hour on July 1, 2017 and \$180 on July 1, 2018.
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Eighty Dollars (\$180) per hour. The \$180 rate shall increase to \$190 per hour on January 1, 2018.
- (3) Special legal services shall include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for litigation, insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of One Hundred Ninety-Five Dollars (\$195) per hour. The \$195 rate shall increase to \$205 per hour on July 1, 2017, and \$215 per hour on July 1, 2018.
- (4) Litigation will be billed at the reduced rate of One Hundred Ninety-Five Dollars (\$195) per hour. The \$195 rate shall increase to \$205 per hour on July 1, 2017, and \$215 per hour on July 1, 2018.
- (5) Insurance defense/risk management and code enforcement will be billed at a reduced rate of One Hundred Seventy Five Dollars (\$175) per hour until July 1, 2017 and One Hundred Eighty-Five Dollars (\$185) thereafter. Travel for code enforcement shall only be billed one way.
- (5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Eighty Dollars (\$280) per hour under the Standard Rate option, and Three Hundred Dollars (\$300) per hour under the Retainer option.
- (6) For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., our fee shall be \$300 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$175 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.
- (7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses as described in the attached Exhibit B.
- (8) The blended rate for legal assistants (Paralegal/Law Clerks), irrespective of matter, shall be One Hundred Twenty Dollars (\$120) per hour.
- (9) The blended rate for document clerks, document litigation specialist and city clerk/election consultant services shall be Sixty Dollars (\$60) per hour.

This arrangement shall remain in effect until July 1, 2019 and thereafter until amended.

EXHIBIT "B"

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of \$0.20 cents per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Except as provided in the next paragraph, travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Monterey County. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

The Firm will not charge for mileage or travel time between our office and City facilities, nor for local telephone calls or calls made to the City. In exchange, Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than ninety (90) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).



**ALESHIRE &
WYNDER** LLP
ATTORNEYS AT LAW

Proposal

To Provide Interim City Attorney Services to

King City



October 6, 2016

Submitted By
Shannon L. Chaffin

Roy C. Santos

David Aleshire



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

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F (888) 519.9160

ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

AWATTORNEYS.COM

October 6, 2016

Steve Adams, City Manager
King City
212 South Vanderhurst Ave
King City, CA 93930

Re: Proposal to Provide Interim City Attorney Services

Dear Mr. Adams, Mayor Cullen and Members of the King City Council:

The law firm of Aleshire & Wynder, LLP (“A&W” or “Firm”) is pleased to submit the attached Proposal to King City for interim City Attorney services. As you will see in our Proposal, A&W represents a broad array of public entities, including 21 cities as well as housing authorities, successor agencies, water agencies, special districts, financing entities, joint powers authorities, and other public agencies. The Firm is proposing Shannon Chaffin as the Interim City Attorney, and Roy Santos as the Interim Assistant City Attorney. As Interim City Attorney, Mr. Chaffin would attend all City Council, Department Head/Staff and other meetings as needed at the request of the City.

As one of the fastest growing municipal law firms in California, A&W can offer King City the best in both local convenience combined with a full-service public agency law firm of more than 40 attorneys capable of handling all of the City’s legal needs. This means the best of both worlds for the City: Service from the Fresno office coupled with a team of available attorneys from throughout the state – all at competitive Valley rates.

Our Firm’s public law practice can provide King City with all of the principal areas of municipal law: the Brown Act, Public Records Act, elections, contracts, planning and land use, law enforcement, redevelopment/successor agency, labor and personnel, police and fire department matters, public works and construction law, affordable and senior housing, property acquisitions including condemnation (eminent domain), environmental review, hazardous waste, solid waste, franchises, conflicts of interest, code enforcement, tort claims and insurance defense, special districts, annexations, water, constitutional law including civil rights, and related areas of law. We also offer special expertise in areas few others have such as public finance (including bonds, taxes and assessments), energy, utilities, airports, rent control, oil fields, mining, labor negotiations and public employee pension and retirement reform.

Additionally, we are familiar with the unique challenges cities face in our area, whether it be financial issues, the Sustainable Groundwater Management Act, land development, marijuana regulation, officer uses of critical force, or the interface between urban and agricultural uses. The Firm assists a variety of local agencies in the area ranging from the City of Fresno, the City of Morro Bay, the City of Reedley, the Friant North Authority (a water agency consortium), the Madera

Aleshire & Wynder, LLP
Proposal for Interim City Attorney
October 6, 2016
Page 2

County Transportation Commission and the Del Rey Community Services District. We have the knowledge, experience and resources to help you successfully resolve issues while navigating the increasingly complex legal field created by new laws and constantly evolving judicial decisions.

Our Firm strives to provide quality, cost-effective, personalized legal services with a collegial group of outstanding lawyers passionate about what we do. We are committed and believe in the importance of long-term relationships. To demonstrate this commitment we have pledged not to represent private clients in litigation against cities. We have no divided loyalty.

Although the Firm contemplates that all attorneys in the Firm may, at one time or another, work on City matters, the following attorneys are expected to be the principal attorneys involved in the City's representation:

Interim City Attorney:	Shannon L. Chaffin
Interim Assistant City Attorney:	Roy C. Santos
Senior Counsel:	David J. Aleshire
Litigation:	Anthony R. Taylor
Labor and Employment:	Colin J. Tanner / Tommi R. Saghatelian

Please see the attached resumes and Attorney Qualifications Chart for more information as to the attorney services that would be available to King City. We have also attached a summary of our Firm Qualifications, Cost Proposal (\$165 per hour for General Services), current Public Agency Clients, and References. Additional information, such as insurance coverage, sample retainer agreement, etc., is available upon request.

We encourage you to thoroughly investigate our current client relationships to see that we are meeting the goals we have established for this Firm. After this process, we hope you will ask us to join your team. We share your commitment - to assist the King City community to continue to define its vision and realize its great opportunities.

We believe our proven combination of broad legal expertise and reasonable cost structure make us the most qualified firm and best choice to serve King City. If you have any questions, please feel free to e-mail or call Dave Aleshire at daleshire@awattorneys.com or 949-683-5409, or contact me at schaffin@awattorneys.com, cell phone at 559-709-6472.

Very truly yours,

ALESHIRE & WYNDER, LLP



Shannon L. Chaffin, Partner

SLC:sgf

ALESHIRE & WYNDER, LLP
Proposal to Provide Interim City Attorney Services

1. FIRM QUALIFICATIONS

A. Background And History Of The Firm

A&W formed in 2003 to be a full-service public law firm with 10 lawyers that has since grown to over 40 lawyers. A number of our attorneys have over 20 or even 30 years of public service, and collectively our attorneys have worked for a majority of the major municipal law firms in Southern California. Individually and collectively, we love public service. We enjoy the complexity and variety of issues, including unique areas of law such as land use, constitutional, employment, and environmental law. We also enjoy the dynamic of the political process and working with elected officials and professional staff who are similarly motivated to serve the public. Above all, we have a deep appreciation for democratic values and processes at the local level.

In our years with other firms we came to conclude that none of them had the same vision we did concerning how to provide legal services to municipalities at a reasonable cost. We found that some small law firms had only one or two experienced practitioners without a group of specialists who were able to handle the wide variety of their clients' legal needs. We also found that the larger firms had high quality personnel and excellent specialists, but their increasing cost structures forced them to push their rates up to unsustainable levels, or to represent private developer clients whose interests were adverse to cities.

At A&W we have been successful in balancing these issues. We have established a clear set of goals. We carefully seek out and hire high quality attorneys who enjoy what we do. And with a great appreciation that our clients are stewards of public tax dollars, we pay careful attention to the economics of our practice so that we can provide excellent services at a reasonable cost.

We have even found that our approach can be superior to an in-house operation where specialized services are contracted out. We have priced our services so that our general services are price-competitive with in-house services, and due to volume, we can price our specialized services below what most outside firms charge for such services. Thus, when we have replaced in-house operations we have reduced overall legal costs and increased accountability.

B. Expertise

In order to provide the full range of services needed by municipalities, we have organized our practice into the following areas:

- Public Law
- Litigation and Appellate
- Labor and Employment
- Land Use and Zoning
- Environmental and Toxics
- Franchising and Telecommunications
- Civil Rights and First Amendment
- Conflicts of Interest and Elections
- Contracts and Public Construction

ALESHIRE & WYNDER, LLP
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- Law Enforcement and Nuisance Abatement
- Successor Agency and Housing
- Public Finance
- Torts and Governmental Immunity
- Real Property Acquisition and Disposition
- Condemnation
- Election Law
- Water Law
- Mining
- Rent Control

We have attorneys specializing in all of these practice areas.

The Firm has been able to handle personnel issues for all our clients; labor negotiations; police and civil rights cases for cities with police departments; general plan revision programs; subdivision legal issues; conflict of interest questions including interfacing with the FPPC; public record requests; adoption of city charters; franchising programs and utility undergrounding; condemnation cases for site assembly for redevelopment and housing projects; negotiation of purchase, redevelopment and development agreements with developers; impact fee ordinances; assessment districts and other public financing as well as municipal finance and Proposition 218 issues; cable television franchise ordinances; endangered species questions; CEQA litigation; environmental cleanup and mining reclamation plans; trash contract renewals and AB 939 issues; construction contract disputes and litigations; community choice energy aggregation; and similar matters.

We have special expertise in a number of practice areas critical to cities. With respect to the bread and butter of public law practice, such as the Brown Act, Public Records Act, Roberts Rules of Order, planning and land use, contracts, etc., the majority of our attorneys commonly deal with these issues. However, we also have specialization in the practice areas discussed in this section. Our belief is that each attorney must develop a subject matter specialty in one or more areas.

Of course, an attorney who wants to represent public agencies must have a working knowledge of municipal law issues so that the specialists do not have to get involved in every issue. Another principle for organizing our practice is that each client has a team assigned to it: the city attorney, an assistant city attorney, and, for larger clients, an additional deputy. The assistant city attorney is an experienced attorney who is up to date on all issues in the city so that if the city attorney is not immediately available, the client can still get a quick answer. However, the lead attorney is still the key to the client relationship and must remain directly involved in the management of the work.

C. Why You Should Hire Us

There are specific reasons for selecting A&W:

1) Outstanding Attorneys and Expertise: Our firm has experienced attorneys in all the fields, whether it be financing, employment law, litigation, environmental, land use or other areas.

ALESHIRE & WYNDER, LLP
Proposal to Provide Interim City Attorney Services

This has enabled us to address the growing complexity of public law and handle the full gamut of a city's legal issues. As a result, A&W can assist King City as it develops, much as our attorneys have continuously assisted other cities since the 1970s.

2) Costs: We recognize the Great Recession has been hard on King City and costs remain a huge challenge for everyone. We are committed to controlling costs for you – so much so that we left the biggest law firm in Orange County because the cost structure there did not allow us to bid competitive rates for many public clients. This has enabled us to offer rates that can be 20% below other comparable firms. As a result, our rate structures are extremely competitive, such that during the recession 14 new public agency clients selected A&W to assist them with their legal needs. While other firms might not want costs to be a key criterion in awarding contracts, we understand how important this is for Coalinga and believe it is a key part of our proposal and success.

3) Bringing Quality Legal Services to Jurisdictions of All Sizes: Outstanding attorney expertise combined with cost effective rate structures means that King City doesn't have to limit itself to just covering critical legal matters where it faces the most exposure. Instead, A&W can bring top-of-the-line legal services to King City as to all matters at an affordable price – even when it means going toe-to-toe against the state's largest firms. For example, A&W recently went up against one of LA's premier blue chip firms, Latham and Watkins. A&W eventually secured \$9.1M in damages for our client while coming in at half the cost of Latham and Watkins. (See article, Exhibit "D"). Meanwhile, we negotiated a transaction for a \$1.8B NFL stadium against Latham & Watkins and Allan Matkins, and assisted the City of Carson to be one of the top contenders for a new stadium housing the Raiders and the Chargers. No matter what King City's needs, we can provide it at competitive prices.

4) Public Service Passion: No firm has a stronger commitment to public service than A&W. This is perhaps most effectively referenced by pointing to one of our newer clients, the City of Bell. When the scandals were revealed by the *LA Times* in 2010, our firm volunteered to represent the community group undertaking the recall for free. We felt someone needed to participate in the correction of the injustice, and no one else seemed willing to do it. We provided over \$70,000 in free services to a recall effort which gathered 4000 signatures in 30 days. As a result, the entire Council was replaced, many of whom were also criminally prosecuted for actions taken when in office. Although many then wanted A&W to be directly appointed as the City Attorney, we insisted on an open and competitive process for the position. As part of this process we were subsequently selected and immediately moved to help the City through its darkest hours. The City had an incredible array of legal issues including fighting with some of the biggest law firms in the state. For example, one matter alone involved a default on a \$35M bond issue, litigation by a French banking entity, and investigations by the IRS and SEC. In other matters former employees were seeking \$6M in unfunded pensions based on their excessive salaries, there were whistleblower lawsuits and other actions by employees, there was a malpractice action against the audit firm, and we represented the City in litigation with Wells Fargo over a trust fund. In one year we recovered \$7M for the City in malpractice actions against the former city attorney and audit firm and in insurance recoveries. Additionally, we eliminated \$78M in claims against the City. From the date A&W was brought on board, we took the City from the brink of insolvency to obtaining \$25M for the City. As a result, the

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California Lawyer Magazine awarded us as the Attorney of the Year in Municipal Law. We can bring this same commitment and dedication to King City.

D. Office Location and Accessibility

The Firm has four offices as noted below. The Firm's Fresno office will take the lead in providing legal services to King City. The proposed Interim City Attorney, Shannon Chaffin, and the proposed Interim Assistant City Attorney, Roy Santos, both work in the Fresno office and will be readily available, whenever needed, to attend meetings at the City or by email or phone. Tommi Saghatelian is also available for your labor and employment needs from the Fresno office. As the Firm has a fully integrated, document management, email and phone system, all of the other A&W attorneys are readily available to assist Mr. Chaffin and Mr. Santos as needed. Furthermore, the Firm has a team approach to providing legal services. If Mr. Chaffin or Mr. Santos assign particular projects to other attorneys within the firm, we encourage City staff to work directly with those attorneys with the understanding that Mr. Chaffin and/or Mr. Santos will be kept informed regarding the status of the project and will be ultimately responsible for ensuring the project is completed to the satisfaction of the City.

<u>Main Office</u>	<u>Los Angeles</u>	<u>Central Valley</u>	<u>Inland Empire</u>
18881 Von Karman Ave. Suite 1700 Irvine, CA 92612 (949) 223-1170	2361 Rosecrans Ave. Suite 475 El Segundo, CA 90245 (310) 527-6660	2125 Kern Street, Suite 307 Fresno, CA 93721 (559) 445-1580	3880 Lemon Street, Suite 520 Riverside, CA 92501 (951) 241-7338

2. ATTORNEY QUALIFICATIONS

Although the Firm contemplates that all attorneys in the Firm may, at one time or another, work on City matters, the following attorneys are expected to be the principal attorneys involved in the City's representation:

Interim City Attorney:.....Shannon L. Chaffin
Interim Assistant City Attorney:.....Roy C. Santos
Senior Counsel:.....David J. Aleshire
Litigation:.....Anthony R. Taylor
Labor and Employment:Colin J. Tanner /
Tommi R. Saghatelian

Please see the attached Resumes for additional information.

We believe in a team approach. While the City Attorney is fully involved in all matters, an assistant is also assigned to be considerably involved to ensure that the client can always locate an attorney with some knowledge of the client's affairs for a definitive opinion. As all of the attorneys at the Firm are properly licensed to practice law in California and none of the attorneys have ever had a malpractice claim or been subject to a State Bar complaint, we can truly function as a team. We hope you share our belief that our team approach and wide range of specialists will assure the City that A&W can provide the full array of legal services needed by the City.

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All of our attorneys regularly attend conferences and seminars to stay current in the field of municipal law and in their own specialty area(s). These conferences include the annual League of California Cities conference, the Spring City Attorney’s conference, CalPELRA, CEQA conferences, States of California & Nevada Chapter of the National Association of Telecommunications Officers and Advisors (SCAN NATOA), etc. In addition, we track the League of California Cities City Attorney “listserv,” subscribe to numerous legal publications, and stay abreast of new cases and legislation which may affect public agencies.

3. COST PROPOSAL

A. General Services

A&W generally charges fees on an hourly basis for all time actually expended on behalf of a client, usually in a “blended rate” formula that provides a deep discount of our hourly rates because of the potential volume of work. These discounted rates are typically discounted further for an agreed-upon number of hours per month of basic “general counsel” services. This extra discount for a fixed number of hours substitutes for a fixed retainer, without the risks that the City will be overcharged when a minimal number of hours is required or that the Firm will be under-compensated when there is a demand for services beyond the expected level.

B. Standard And Retainer Options

	STANDARD	RETAINER
General Services 1st 40 hrs ⁽¹⁾	\$6,600 (\$165 per hour)	\$7,200 ⁽⁷⁾
General Services 41+ hrs ⁽²⁾	\$180 per hour	
Special Services ⁽³⁾	\$195 per hour	\$215
Litigation ⁽⁴⁾	\$195 per hour	\$215
Risk Management/Code Enforcement ⁽⁵⁾	\$175 per hour	\$185
Reimbursable ⁽⁶⁾	\$280 per hour	\$300
Paralegal	\$120 per hour	\$120
Document Clerk	\$60 per hour	\$60

- (1) The payment for up to forty (40) hours of general legal service (Monthly Hour Limit) shall be a maximum of Six Thousand Six Hundred Dollars (\$6,600) per month (billed at One Hundred Sixty-Five Dollars (\$165) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until March 1, 2017, the discounted rate shall apply to 60 hours of legal services. The \$165 rate shall increase to \$170 per hour on July 1, 2017 and \$180 on July 1, 2018.
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Eighty Dollars (\$180) per hour. The \$180 rate shall increase to \$190 per hour on January 1, 2018.
- (3) Special legal services shall include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with City Manager approval). Except for litigation, insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of One Hundred Ninety-Five Dollars (\$195) per hour. The \$195 rate shall increase to \$205 per hour on July 1, 2017, and \$215 per hour on July 1, 2018.

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- (4) Litigation will be billed at the reduced rate of One Hundred Ninety-Five Dollars (\$195) per hour. The \$195 rate shall increase to \$205 per hour on July 1, 2017, and \$215 per hour on July 1, 2018.
- (5) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Seventy Five Dollars (\$175) per hour until July 1, 2017 and One Hundred Eighty-Five Dollars (\$185) thereafter.
- (6) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Eighty Dollars (\$280) per hour under the Standard Rate option, and Three Hundred Dollars (\$300) per hour under the Retainer option.
- (7) Retainer Option. The goal under this retainer is to make an average \$180/hour for legal services. In the case of the retainer, in June of 2017 we would review the prior months and determine the average number of general services hours and then adjust the retainer up or down to be equal to \$180 per hour based on that average.

This arrangement shall remain in effect until July 1, 2016 and thereafter until modified.

C. General Legal Services

- (1) Providing routine legal advice, consultation, and opinions to the City Council and staff.
- (2) Assisting in the preparation and review of ordinances, agreements, contracts and related documents, forms, notices, certificates, deeds, and other documents required by the City.
- (3) Attending all City Council, Planning Commission, Successor Agency and other meetings of board and commissions of the City as deemed necessary.
- (4) Attending Weekly Staff Meeting
- (5) Consulting with Council Members, City Manager and City staff as needed.
- (6) Rendering legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions.
- (7) Performing research and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the City Council and management staff on legal matters pertaining to City operations.
- (8) Monitoring pending and current state and federal legislation and case law as appropriate.
- (9) Coordinating the work of outside counsel as needed and as directed by the City Council and City Manager.
- (10) We would not charge for travel time (or mileage) to and from City Hall, but would for administrative or judicial proceedings when not in City Hall.

D. Extra/Special Legal Services

“Special” legal services are defined as follows:

- (1) Successor agency matters
- (2) Housing
- (3) Refuse

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- (4) Labor and Employment
- (5) Enterprise Funds
- (6) Telecommunications
- (7) Franchise Negotiations
- (8) Major Contract Negotiations
- (9) Public Finance *
- (10) Litigation services, including eminent domain, and similar matters requiring special expertise

a. *Public Financing.

For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., our fee shall be \$300 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$175 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.

b. Third Party Reimbursement.

For legal services performed on matters where the City is reimbursed by a third party, such as development agreements, we would charge Two Hundred and Eighty Dollars (\$280) per hour under the Standard Rate option, and Three Hundred Dollars (\$300) per hour under the Retainer option. Though our rates are higher for special services than for general services, they are less than those generally charged by outside counsel.

E. Remaining Within Budget

The primary way we manage legal fees is by providing sound advice and training that will allow the City to avoid unnecessary legal expense and, especially, litigation. In addition, our practices include:

- (1) standardizing contracts and procedures to reduce unnecessary legal review;
- (2) providing samples of documents from our extensive library for staff to revise for a particular purpose;
- (3) spreading the cost of research and drafting memoranda among multiple cities with the same issue;
- (4) sharing information among our city attorneys and clients to avoid duplication of research and effort;
- (5) being involved and familiar with City issues and projects to be able to advise staff and Council when issues do not require legal review;
- (6) staying aware of and implementing opportunities for cost recovery from third parties; and
- (7) informing the City of new cases and legislation.

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Our monthly bills provide a full reporting of all legal fees and costs broken down by billing account, attorney, time spent, and costs. With respect to managing the costs of a particular project, when an assignment is received, or as a case requires work by the Firm, the City Attorney will decide which attorney in the Firm could best handle a particular matter and assigns the matter to that attorney. We do not block bill, we specifically describe the entries undertaken and bill in six minute increments (0.1 hours).

To ensure responsiveness and maintain consistency in the handling of the City's affairs, the City Attorney will review all incoming and outgoing memos, ordinances, pleadings, and correspondence. With respect to litigation, if requested, we will provide a litigation management plan which includes anticipated costs. We can then provide periodic updates on the status of the case with an analysis of how the case is progressing as compared to the litigation management plan. In addition, we would be happy to adapt to any other methodology for tracking and managing fees as requested by the City.

F. Reimbursable Expenses

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, parking, and other expenses, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, clerical, staff overtime, computer-assisted research fees, travel costs, including mileage at the current IRS rate per mile, airfare, lodging, meals, and incidentals (but not travel costs to and from the client's offices), and other similar items including deposition, reporter fees, and transcript fees (reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs). In addition, our clients are responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client. Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).

G. Retainer Proposal

Although we do not generally favor a flat retainer or an maximum annual expenditure cap approach because either we are taking a reduction when the City "over consumes" legal services, or the City is paying excessive amounts when it does not require significant services. However, if the City wants such an arrangement we would propose \$7,200 per month for the general services identified above, based on an estimated average of 40 hours per month. We believe this amount will result in a discount over the same amount of hours calculated under our standard approach. General services that can be attributed to a development project or non-General Fund account would not fall under the retainer and would be charged at the "standard" rates described above. If after six months the average monthly attorney hours for retainer services exceeds 40 hours per month, with the approval of the City Manager, the retainer could be increased to an amount which will provide a general return of \$180 per hour on retainer services. We would not charge for travel time (or mileage) to and from City Hall.

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With respect to or “special” or extraordinary legal services, as defined above, we would bill the City at a blended rate of \$215 per hour. For legal services performed on matters where the City is reimbursed by a third party, such as development agreements, we would charge \$300 per hour.

We emphasize that the foregoing is a proposal, and we would be happy to discuss alternate arrangements.

4. REFERENCES

SHANNON CHAFFIN	
Kenneth Farfsing, Interim City Manager City of Carson Phone: 310-952-1728 Email: kfarfsing@carson.ca.us	Carlos Arias, District Manager Del Rey Community Services District Phone: 559-888-2272 Email: drcsd@pacbell.net
Kevin Fabino, Former Director of Community Development City of Reedley Current Director of Dev. Services Dept. South Lake Tahoe Phone: 530-542-6025 Email: kfabino@cityofslt.us	David Buckingham, City Manager City of Morro Bay Morro Bay, CA 93442 Phone: 805-772-6206 Email: dbuckingham@morrobayca.gov

ROY SANTOS	
Ben Gallegos, City Manager City of Firebaugh 1133 “P” Street Firebaugh, CA 93622 Phone: (559) 659-2043 Email: bgallegos@ci.firebaugh.ca.us	John Holt, Assistant City Manager City of Clovis 1033 Fifth Street Clovis, CA 93612 Phone: (559) 324-2060 email: johnh@ci.clovis.ca.us
Michael Salvador, Chief of Police Coalinga Police Department 270 N. Sixth Street Coalinga, Ca 93210 Office (559) 935-2313 email: msalvador@coalinga.com	

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DAVE ALESHIRE	
<p>Larry Forester, Councilmember Mike Noll, Councilmember Charlie Honeycutt, City Manager City Of Signal Hill 562-989-7302 choneycutt@cityofsignalhill.org</p>	<p>Ali Saleh, Councilmember Nestor Valencia, Councilmember City Of Bell 323-588-6211 asaleh@cityofbell.org</p>
<p>Mr. Paul Phillips, City Manager City Of Industry 626-333-2211 pphilips2@verizon.net</p>	<p>Albert Robles, Mayor Ken Farfsing, Interim City Manager City Of Carson 310-830-7600 kfarfsing@carson.ca.us</p>
<p>Doug Willmore, City Manager City Of Rancho Palos Verdes (310) 544-5202 DWillmore@rpvca.gov</p>	

COLIN J. TANNER LABOR & EMPLOYMENT	
<p>Doug Willmore, City Manager City Of Rancho Palos Verdes (310) 544-5202 DWillmore@rpvca.gov Formerly City Manager of Bell</p>	<p>Gabriel Garcia, HR Manager City Of Lompoc (805) 875-8209 G_Garcia@ci.lompoc.ca.us</p>
<p>John Davidson, City Manager City Of Irwindale (626) 513-5791 jdavidson@ci.irwindale.ca.us</p>	<p>Rita Chapparosa, Deputy HR Director City Of Banning (951) 922-3147 rchapparosa@ci.banning.ca.us</p>
<p>Susan Slayton, Admin. Services Director CITY OF MORRO BAY (805) 772-6217 SSlayton@morro-bay.ca.us</p>	<p>Services Provided: City Attorney/Labor Negotiator Dates of Service: 2011-Present</p>

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Shannon L. Chaffin

Interim City Attorney

Shannon L. Chaffin is a Partner in the Central Valley office handling a wide variety of legal issues including land use, environmental, municipal law, and litigation. Mr. Chaffin is the City Attorney of Arvin and currently serves as District Counsel for the Del Rey Community Services District, General Counsel for the Friant North Authority, and other offices. He is representing the City of Reedley in various litigation matters including challenges to the new general plan and the Kings River Village project.

Mr. Chaffin previously served as a Senior Deputy City Attorney for the City of Fresno, where for 10 years he worked in the Advisory and Litigation Units. Mr. Chaffin sat as the advisor to the City of Fresno Planning Commission during its meetings, and was the principal advisor to a number of other boards and commissions, including the Historic Preservation Commission, the Mobilehome Rent Stabilization Commission, and the Housing and Community Development Commission. He was the primary legal counsel for a comprehensive General Plan update, including advising on a complete revision of the zoning ordinance and modifications of over 20 community and specific plans, and has a broad range of experience with a variety of municipal law issues ranging from municipal transparency and ethics to regulation of vices and oil and gas operations. Mr. Chaffin also has experience in hundreds of litigation proceedings involving a wide variety of matters such as contract enforcement, personal injury, asset recovery, bond enforcement, bankruptcies, stop notices, land use approvals, CEQA challenges, civil rights and employment claims, and mediations and negotiations. Mr. Chaffin has assisted law enforcement as the "on call" attorney for officer involved shootings and provided training for depositions and court testimony.

Graduating with honors from the J. Reuben Clark Law School at Brigham Young University, Mr. Chaffin was also member of the Board of Advocates. He served as a summer associate for the U.S. Army JAG at Fort Irwin, and after receiving his Juris Doctorate, practiced in the private sector handling complex business litigation, commercial law, real estate and civil litigation matters. Mr. Chaffin has a Bachelor of Arts, with honors, from Hillsdale College, Michigan, where he majored in Political Economics and History.

The San Joaquin Agricultural Law Review has published an article by Mr. Chaffin regarding federal water subsidy applications and agricultural operations.

PRACTICE AREAS

- Code Enforcement
- Environment & Natural Resources
- Ethics & Open Government
- Land Use & Zoning
- Litigation
- Risk Management & Torts

PUBLIC OFFICES

City Attorney

- City of Arvin

General Counsel

- Del Rey CSD
- Friant North Authority

Assistant General Counsel

- Madera County Transportation Commission

Assistant City Attorney

- City of Suisun City

Deputy City Attorney

- City of Morro Bay

Special Counsel

- City of Reedley

EDUCATION

- Brigham Young University Law School, JD 2000, *cum laude*
- Hillsdale College, BA 1997 *magna cum laude*

ADMISSIONS

- State Bar of California, 2000
- US District Court, Northern, CA
- US District Court, Eastern, CA
- US Bankruptcy Court, Eastern, CA

AFFILIATIONS

- Fresno County Bar Association
- Int'l Municipal Lawyers Assn.
- Assn. of Environmental Professionals
- Boy Scouts of America, Assistant Scoutmaster

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Roy C. Santos
Interim Assistant City Attorney

Roy C. Santos is an Associate in our Fresno office and is an active member of the firm's Litigation, Public Safety, Code Enforcement and Labor and Employment Practice Groups. Mr. Santos provides representation for public entities and their employees. His legal expertise is focused on all areas of litigation relating to public entities, including matters involving land use, code enforcement, writ of mandate actions, habeas petitions, eminent domain, unlawful detainer, PBOR, FBOR, *Pitchess*, employment law, civil rights and government tort claims act. His career and educational opportunities have provided him with invaluable insight into the inner-workings of the litigation process and a diversity of legal experience.

Mr. Santos has extensive experience managing all aspects of a case, from its inception through trial. As part of his trial practice, Mr. Santos has defended and conducted depositions, prepared and argued pre-trial and post-trial motions and conducted negotiations, mediations and arbitrations. He has also conducted bench and jury trials in both state and federal courts. In addition to his trial practice, Mr. Santos has experience conducting numerous appeals, including successfully advocating on behalf of his clients before the Ninth Circuit Court of Appeals and the California Court of Appeal, Fifth Appellate District.

Prior to joining Aleshire & Wynder, Mr. Santos served as the City Attorney for the City of Firebaugh, as a Deputy City Attorney for the City of Coalinga, City of Clovis, City of Fowler, City of Reedley, City of Sanger, City of Parlier, City of Lemoore, and as a Deputy County Counsel for the County of Madera. As a Deputy County Counsel, Mr. Santos was the lead attorney responsible for litigation, code enforcement, public records act requests, habeas petitions and all legal matters relating to the Madera County Sheriff's Office, Department of Corrections, Department of Probation and Animal Services. As a City Attorney and Deputy City Attorney, Mr. Santos was the lead attorney responsible for code enforcement, subpoenas, public records act requests and writ petitions. Additionally, Mr. Santos was responsible for the day to day advisory and transactional legal services of each city.

Articles

In addition to his litigation and advisory experience, Mr. Santos co-authored an article published in the ADC Defense Comment, entitled "Qualified Immunity - Immunity with a Catch", that focused on immunity in federal civil rights lawsuits, with regards to police officers' and their conduct.

PRACTICE AREAS

- Public Safety
- Code Enforcement
- Labor and Employment
- Litigation
- Risk Management & Torts

EDUCATION

- University of San Francisco, JD 2008
- University of California, Davis, B.A. in both Political Science and Sociology 2001

ADMISSIONS

- State Bar of California, 2008
- US Court of Appeals, 9th District
- US District Court, Northern, CA
- US District Court, Eastern, CA

AFFILIATIONS

- Fresno Bar Association
- Federal Bar Association
- La Raza Lawyers, Central Valley Chapter

CERTIFICATES

- Intellectual Property, University of San Francisco, 2008
- Building Trial Skills, The National Institute for Trial Advocacy (NITA), 2015

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David J. Aleshire
Senior Advisor/Redevelopment

Dave Aleshire has been practicing municipal, land use, zoning, and environmental law since receiving a J.D. from UCLA Law School and an M.A. from the UCLA School of Architecture & Urban Planning. He graduated Phi Beta Kappa with a B.A. degree from Stanford University. In 2015 he was named *California Lawyer* Attorney of the Year in the category of Municipal Law. He has been named a Southern California Super Lawyer every year from 2009 - 2015.

Mr. Aleshire has served as City Attorney or Assistant City Attorney for 13 different cities, including Banning, Bell, Signal Hill, Palm Springs, Irvine, Cerritos, Norwalk, San Dimas, Lawndale, Irwindale, San Jacinto, Suisun, and Perris. He has had long stints as City Attorney at Palm Springs (15 years) and Lawndale (17 years), and Irwindale (10 years). He is currently City Attorney in Signal Hill (30 years), Banning (7 years), and Bell (3 years). Cumulatively he has over 70 years of city attorney service. Mr. Aleshire has continued to specialize in land use, environmental, and redevelopment, now successor agency, law.

Mr. Aleshire's career has been filled with major projects including creating the Auto Center and other economic development projects in Signal Hill, the development of a mining ordinance and tax and reclamation of the Irwindale mining pits, and the restoration of Bell from the 2010 corruption scandal. In Bell, within 3 years, Mr. Aleshire oversaw recovery of \$29M and elimination of \$75M in claims and liabilities. It was for this he was named Municipal Attorney of the Year.

Major projects and programs Mr. Aleshire has accomplished during his career include:

- Creation of the Signal Hill Auto Center now approaching 50 acres with some 15 brands, and generating over \$3M in annual sales taxes to the City.
- Development of the Signal Hill Town Center including big box users such as Costco and Home Depot, but also encompassing the community's only market, Food-4-Less.
- Overcoming numerous issues in transforming the historic 1 billion barrel Signal Hill oil field, in continuous production for 90 years, with complex contamination issues, into a beautiful community with a vibrant local economy.
- Developing a Palm Springs power center with Lowes, Home Depot, and WalMart, located partially on a former municipal landfill site, and successfully defending the project from environmental challenges.
- Developing an Indian Gaming Casino in Palm Springs including negotiating a DDA with a tribal government and successfully defending a lawsuit by the California Attorney General.
- Reclamation of a 126-acre Irwindale mining pit and developing a 2.5 million square foot mixed use project through a development agreement with Trammel Crow (winner of a prestigious Gold Nugget Award).

PRACTICE AREAS

- Economic Development
- Energy & Utilities
- Environment & Natural Resources
- Housing
- Land Use & Zoning
- Mining
- Toxics & Hazardous Waste
- Water

PUBLIC OFFICES

- City Attorney
 - City of Rancho Palos Verdes
 - City of Bell
 - City of Signal Hill
- Former City Attorney
 - Banning, Suisun City, Irwindale, Lawndale, Palm Springs, Perris, San Jacinto

EDUCATION

- University of CA, Los Angeles; MA Urban Planning 1976
- University of CA, Los Angeles JD 1975
- Stanford University; BA 1972
Phi Beta Kappa

ADMISSIONS

- State Bar of California 1975
- US Court of Appeals, 9th Circuit
- US District Court, Central, CA

AFFILIATIONS

- League of California Cities
- American Planning Association
- LA County City Attorney Association
- Orange County City Attorney Association
- Boy Scouts of America, Scoutmaster

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- Negotiating a development and financing agreement for an \$800 million entertainment and mixed use project with Lennar on a 157-acre site on a former landfill (including a \$100 million site remediation program), and subsequently negotiating to build an NFL Stadium with the San Diego Chargers and Oakland Raiders.
- Negotiating development agreements for 1000+ acre projects for hotel, golf course, and residential development and dealing with sensitive environmental and endangered species issues.
- Developing major public projects including expanding the Palm Springs Convention Center twice, a championship 36-hole golf course, sewer wastewater plant expansions, parking structures, several city halls and police stations, and numerous water reservoir and other water improvements.
- Master planning the Palm Springs Airport and undertaking numerous runway and terminal expansions including developing innovative passenger facility charge financing, obtaining FAA grants and approvals, and overcoming a GSA audit of airport properties demanding tens of millions from the City General Fund.
- Developing an innovative franchise program for the Town of Mammoth Lakes to facilitate underground delivery of gas to customers and requiring the franchisee to provide pipeline capacity to other suppliers.
- Negotiating a 50-year development agreement with Pardee for development of a 5400 unit, 1600-acre project with a golf course and water features, parks, community center, satellite treatment plant, and commercial center.
- Advising the Banning Public Utility and dealing with all its water issues, with a community with extraction rights from five groundwater storage basins, negotiating an acquisition of water rights from a mutual water district owning a 100-year old flume, and overseeing the development of water lines, reservoirs and recycling facilities, and processing a transfer of facilities from Southern California Edison through FERC.
- Overseeing Palm Springs' municipalization of energy program to find a national non-Edison supplier of energy services and reduce customer charges by 15%.
- Negotiating lease agreements to privatize Palm Springs' wastewater treatment plant with US Filter, a Fortune 500 company.
- Negotiating many innovative, award-winning affordable housing projects including in Signal Hill alone: A \$9M, 40-unit, affordable moderate income single family detached project; a \$20M, 72-unit extremely-, very low-, low-income housing project; and a \$20M, 92-unit, low- and very low-income family project, including a park, child care center and police substation. (This last project, Las Brisas, won the League of California Cities' prestigious Helen Putman award in 2006).
- Overseeing a long-term program for Irwindale to require reclamation of multiple 100+ acre mining pits with depths of over 300 feet, and achieving development agreements providing for reclamation, payment of the highest mining taxes in the state, and infrastructure development.
- In four years post-scandal as City Attorney of Bell, supervised 60 litigation/hearing matters recovering \$7M in insurance and malpractice actions against former city attorney firm, auditor and insurers; negotiated settlement of \$38M claim by Dexia of bond default with no payment by City and sale of property netting City \$15M; negotiating settlement of \$5.6M foreclosure action to allow City to keep the property for \$2M with payment from State funds; defeated claims of Bell 8 for over \$10M of indemnification; and obtained judicial approval that Supplemental Pension fund was illegally created, allowing City to escape \$3M unfunded liability and recover \$4.6M in the account.
- Forming and representing special purpose agencies, including community service districts and joint powers authorities.
- Developed an economic development ordinance to maximize cities' authority to pursue economic development projects in California's post-redevelopment world.

Mr. Aleshere has been a speaker and authored various articles on municipal law including the subjects of municipal investment, takings, economic development, casino gaming, mixed use development, and others. Mr. Aleshere has been AV® rated by Martindale-Hubbell's peer review rating process, which reflects the highest level of skill and integrity. Mr. Aleshere's life-long devotion to public service has been the result of his efforts to emulate his father, a city manager for 35 years.

ALESHIRE & WYNDER, LLP
Proposal to Provide Interim City Attorney Services

Anthony R. Taylor, Litigation

Anthony R. Taylor is a partner of the Firm specializing in litigation and police advisory work. He serves the cities of Cypress and Suisun City as City Attorney. He was named 2015 *California Lawyer Magazine* Attorney of the Year in the category of Municipal Law. His experience in litigation includes matters involving First Amendment litigation and advisory work, professional negligence, municipal tort liability, contracts, civil rights, Anti-SLAPP motions, code enforcement, environmental law, land use, HOA law, employment law, writ of mandate actions and Native American issues.

As part of the recovery efforts for the City of Bell after the corruption scandal, Mr. Taylor was lead litigation counsel and argued appeals for the City of Bell in *People ex rel. Harris v. Rizzo* (2013) 214 Cal.App.4th 921 (allowing recovery against former city officials after Attorney General's lawsuit was dismissed by the trial court) and *City of Bell v. Superior Court* (2013) 220 Cal.App.4th 236 (holding that Robert Rizzo was not entitled to payment of his legal fees for his defense of criminal and civil litigation against him under his contract with the City). Mr. Taylor also handled professional negligence claims for the City of Bell against its former city attorney firm and former city auditor and recovered \$5.5 Million for the City in those matters.

Mr. Taylor's litigation experience includes drafting various briefs and petitions for appellate matters before the Ninth Circuit, California Supreme Court and arguing matters before the California Court of Appeal. Representative work includes multiple published opinions including: *Nicolopoulos v. City of Lawndale* (2001) 91 Cal. App. 4th 1221 (where the Court of Appeal upheld the City of Lawndale's removal of their City Clerk after the City Council removed the Clerk for failing to reside in the City), *Carson Gardens, LLC v. City of Carson Mobilehome Park Rental Review Board* (2006) 135 Cal. App. 4th 856 (which reversed the trial court's award of a specific rent increase to the petitioner after a writ of mandate proceeding), and *Carson Redevelopment Agency v. Padilla* (2006) 140 Cal. App. 4th 1323 (where the Carson Redevelopment Agency prevailed under Government Code § 1090, the State conflict-of-interest statute, in a matter involving a \$850,000 housing subsidy agreement).

Likewise, Mr. Taylor has jury and bench trial experience including *Rand v. Carson Redevelopment Agency*, Case No. CV 03-1913 GPS (PJWx), a jury trial in the United States District Court in January of 2005, for a \$25 million claim by a developer for the alleged violation of his rights to equal protection under a "class of one" theory.

Mr. Taylor was named a "Rising Star" from 2006-2013 and 2015 by Super Lawyers Magazine. From 2011 through 2013 he was named one of Orange County's Top Attorneys by OC Metro Magazine. Mr. Taylor also served as a member of the Alumni Advisory Board for the USC Price School of Public Policy.

PRACTICE AREAS

- Contracts & Public Works
- Land Use & Zoning
- Litigation
- Public Safety
- Risk Management & Torts
- Toxics & Hazardous Waste

PUBLIC OFFICES

- CITY ATTORNEY
 - Cypress
 - Suisun City

EDUCATION

- University Of Southern California JD 2000
- University Of Southern California BA 1997, *Summa Cum Laude*, Class Valedictorian

ACCOMPLISHMENTS

- 2015 "California Lawyer" Attorney of the Year, Municipal Law
- Southern CA Super Lawyer Rising Star - 2006-2013
- Orange County Metro Magazine Top Attorney - 2011, 2012, 2013

ADMISSIONS

- State Bar of California, 2000
- US Court of Appeals, 9th Circuit
- US District Court, Central, CA

SEMINARS PRESENTED

- "The City of Bell Scandal Revisited," panelist, Chapman University, 2015
- Long Beach Bar Association, Attorney Ethics Seminar, 2014
- USC Price School, Guest Lecture on City of Bell Scandal, 2014
- Employment Law, Affordable Care Act, National Business Institute, 2014
- Litigation Skills For Professionals, Lorman, 2012-2014
- Handling the Police Liability Claim, National Business Institute, 2012 and 2014

ALESHIRE & WYNDER, LLP
Proposal to Provide Interim City Attorney Services

Colin J. Tanner
Labor & Employment

Colin J. Tanner is a founding partner of the Firm, Chair of the Firm's Labor & Employment Practice Group, Chair of the Firm's Personnel Committee, and Co-Chair of the Firm's Litigation Practice Group. In these capacities, Mr. Tanner advises the Firm's clients regarding their labor and employment practices as well as defends and/or prosecutes litigation claims on their behalf. He also practices in the areas of preventive liability, insurance coverage, and business litigation for the Firm's public and private sector clients.

Mr. Tanner was born in Oyster Bay, New York. He received a B.A. in English & American Literature and Political Science from the University of California San Diego in 1987 and his J.D. from the University of California Hastings College of Law in 1990. Mr. Tanner has been admitted to practice before all courts and administrative tribunals in California, as well as the United States District Courts for the Northern, Southern, Eastern and Central Districts of California. He has also been admitted to practice in the State of Colorado. Mr. Tanner is a member of the California State Bar, Colorado State Bar, American Bar Association, and Orange County Bar Association.

In 1990, Mr. Tanner joined the general litigation department of Haight, Brown & Bonesteel after clerking with the firm during law school. In 1993, Mr. Tanner joined the litigation group of Fainsbert, Mase & Snyder in West Los Angeles, eventually becoming Chair of the litigation and employment practice groups before relocating to Orange County in 1999. In 1999, Mr. Tanner joined Hart, King & Coldren as senior counsel, continuing his litigation and employment practices. In 2000, Mr. Tanner joined Burke, Williams & Sorensen as a contract partner in its Irvine office, eventually being invited to be a full equity partner, and participating in the firm's public law, labor & employment and business practice groups. In 2003, Mr. Tanner became a founding partner in Aleshire & Wynder and undertook to Chair its Labor & Employment Practice Group.

Mr. Tanner has authored or co-authored articles which include: Peace Officer Retirement Identification Issues and the Related Endorsement to Carry a Concealed Weapon, When is an Administrative Decision Final?, U.S. Supreme Court Holds Mandatory Arbitration Provisions in Employment Contracts Are Valid and Enforceable, Public Employee's Failure To Promptly Seek Judicial Review Of Adverse Administrative Decision May Bar Lawsuit Under FEHA, and California Supreme Court Validates Binding Pre-Dispute Arbitration Agreements In Employment Discrimination Cases.

PRACTICE AREAS

- Labor & Employment
- Litigation
- Public Safety

PUBLIC OFFICES

Labor and Employment Counsel
Cities of:

- Arvin
- Banning
- Bell
- Carson
- Cypress
- Fillmore
- Lawndale
- Lompoc
- Morro Bay
- Perris
- Rialto
- Suisun

EDUCATION

- University of CA, Hastings, JD 1990
- University of CA, San Diego, BA 1987

ADMISSIONS

- State Bar of California, 1990
- State Bar of Colorado
- US District Court, Eastern, CA
- US District Court Southern, CA
- US District Court, Northern, CA
- US District Court, Central, CA

AFFILIATIONS

- American Bar Association
- Orange County Bar Association

ACCOMPLISHMENTS

- AV® Martindale-Hubbell Peer Review Rated

Tommi R. Saghatelian
Labor & Employment

Tommi R. Saghatelian joined the firm in 2015 as Of Counsel, bringing 29 years of legal experience. Ms. Saghatelian has maintained a solo practice in employment, estate planning and probate since 2012. She served as a Deputy City Attorney for the City of Fresno from 2007-2012 responsible for labor and employment in a charter city with 11 active bargaining units. During that time Ms. Saghatelian represented management in wide array of employment law including disciplinary hearings, Pitchess motions, EEOC & DFEH investigations, responses to public records act requests, PERB complaints & grievance arbitrations, and presented various workshops for personnel management and the local Police Academy. Prior to that, Ms. Saghatelian was a Senior Counsel with Lozano Smith from 2000 to 2007, specializing in employment and k-12 student issues for school districts. She served with Schools Legal Service from 1997 to 2000 where she specialized in k-12 school and employment law. Ms. Saghatelian was in private practice in Bakersfield from 1986 to 1996 specializing in general business & probate litigation and criminal law, and was a partner in the law firm of Bunker, Saghatelian and Gibbs. She has served as a judge Pro Tem for the Kern County Municipal Court, and adjunct faculty for the Fresno State School of Education Tier 2 Credential program for courses taught by Lozano Smith.

Ms. Saghatelian received her J.D. from the University of the Pacific, McGeorge School of Law and her B.A. in Public Administration from California State University, Fresno. She was President of the International Moot Court Honors Board and winner of the Best Written Memorial. She was president of Kern County Women Lawyers for two terms, a board member of the Kern County Bar Association for five years, a Board Member of the American Cancer Society, and was a member of the Resolutions and Executive Committee of the State Bar Conference of Delegates. She is currently a member of California Women Lawyers, Fresno County Women Lawyers, and the Fresno and Kern County Bar Associations.

PRACTICE AREAS

- Labor & Employment

EDUCATION

- McGeorge School of Law, JD
- Calif. Fresno State University, BA,
Public Administration

ADMISSIONS

- State Bar of California, 1986
- US District Court, Eastern, CA 1987
- US Bankruptcy Court, 1987

AFFILIATIONS

- California Women Lawyers
- Fresno County Women Lawyers
- Kern County Bar Association
- Fresno County Bar Association

ALESHIRE & WYNDER, LLP
Proposal to Provide Interim City Attorney Services

Current Public Agency Clients

CLIENTS	POSITION	START DATE
Arvin	City Attorney	2013
Banning	City Attorney, Successor Agency Counsel	2008
Bell	City Attorney, Successor Agency & Commissions Counsel	2011
Carson	City Attorney, Successor Agency Counsel	2003
Cerritos	City Attorney	1965
Cypress	City Attorney	1997
Fillmore	City Attorney, Successor Agency Counsel	2012
Hesperia	City Attorney, Successor Agency Counsel	2007
Irwindale	City Attorney, Successor Agency Counsel, Housing Authority, Finance Authority	1996
La Cañada Flintridge	City Attorney	1965
Lawndale	City Attorney, Successor Agency Counsel, Housing Authority and Cable Commission	1978
Lompoc	City Attorney, Successor Agency Counsel	1996
Morro Bay	City Attorney	2014
Perris	City Attorney, Successor Agency Counsel	2000
Rancho Palos Verdes	City Attorney	2015
Rialto	City Attorney	2014
San Dimas	City Attorney	1977
Signal Hill	City Attorney, Successor Agency Counsel, Housing Authority, Finance Authority	1978
Suisun City	City Attorney, Successor Agency Counsel	2009
Yucca Valley	Town Attorney	2009
SPECIAL COUNSEL CITY CLIENTS		
Anaheim	Special Counsel	2013
Bakersfield	Successor Agency Counsel	2008
Covina	Special Counsel (Labor & Employment)	2004
Culver City	Special Counsel	1980
Downey	Special Counsel (WRD)	2011
El Centro	Special Counsel	1992
Fresno	Special Counsel (Including Fulton Mall litigation)	2013
Irvine	Special Counsel (Great Park Audit)	2014
Newport Beach	Special Counsel	2007
Pasadena	Special Counsel	2007
Reedley	Special Counsel (General Plan update and litigation)	2013
Santa Maria	Special Counsel	2014
GENERAL AND SPECIAL COUNSEL		
Del Rey Community Services District	General Counsel	2015
Friant North Authority (Water)	General Counsel	2016
Home Gardens County Water District	General Counsel	2000
Madera County Transportation Commission	Special Counsel	2015
Madera Irrigation District	Special Counsel	2015
Marina Water District	General Counsel	2014
Municipal Water District of Orange County	Special Counsel	2011
Orange County Council of Governments	General Counsel	2001
Palmdale Water District	General Counsel	2014
Phelan Piñon Hills Comm Services District	Special Counsel	2011
San Luis Rey Municipal Water District	General Counsel	1980
Silent Valley Club	General Counsel	2014

Attorney Experience/Qualifications Chart

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative/Public Clients
June Ailin	1983 University of Texas Law School <i>With Honors</i>	33		Bellflower ('07-12) Lompoc ('09-12) Palos Verdes Est ('05-10)	
	1977 University of Maryland				
	1976 University of Maryland, <i>Phi Kappa Phi</i>				
David J. Aleshire	1975 UCLA Law School	40	Bell ('11-) Signal Hill ('85-) Banning ('08-15) Rancho Palos Verdes ('15-) Suisun City ('09-11) Irwindale ('96-03, '06-07) Lawndale ('83-95) Palm Springs ('90-05) Perris ('00-02) San Jacinto ('98-00)	Lawndale ('78-83) Signal Hill ('78-85) Irvine ('86-89) Cerritos ('78-85) Norwalk ('78-85) San Dimas ('78-85)	
	1976 UCLA, Urban Planning				
	1972 Stanford University, <i>Phi Beta Kappa</i>				
Julie Biggs	1978 University of Southern California	38	Menifee ('12-14) Colton ('93-97) Hemet ('98-06) Laguna Woods ('98-06) Goleta ('02-08) Banning ('04-08) Wildomar ('08-12)	Fontana ('92-97) Corona ('92-97) Glendora ('98-00)	Los Osos CSD ('05-08) Tri-City Healthcare District ('09-10) Jurupa CSD ('07-11) City of Elk Grove ('06-10) City of Ojai ('08-10)
	1970 University of Southern California				
	1969 University of Southern California				
	1966 University of Southern California, <i>cum laude</i>				
Christina Burrows	2013 UCLA Law School	3		Rancho Palos Verdes ('15-)	
	2009 University of San Diego, <i>cum laude</i>				
Christine Carson	1996 Loyola Law School	19			
	1990 Boston University, <i>cum laude</i>				
Shannon Chaffin	2000 Brigham Young Univ Law School, <i>cum laude</i>	16		Arvin ('14-) Morro Bay ('14-) Suisun City ('14-)	Del Rey Community Services District Friant North Authority ('16-)
	1997 Hillsdale College, <i>magna cum laude</i>				
Kabir Chopra	2012 Loyola Law School	4			
	2009 UCLA, Environmental Health Science				

Attorney Experience/Qualifications Chart

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative/Public Clients
	BS 2005 UCLA				
Gina Chung	JD 2007 University of Minnesota Law School, <i>Minnesota Law Review, Editor, cum laude</i> BA 2001 UCLA, <i>cum laude</i>	9		Baldwin Park ('10-14) Signal Hill ('15-)	
Eric Dunn	JD 1995 Western State University, <i>Law Review, magna cum laude</i> BA 1989 Southern Illinois University, <i>magna cum laude</i>	21	Hesperia ('07-) Perris ('02-)	Perris ('00-02) Signal Hill ('96-01) Twenty-Nine Palms ('97-00)	
Fred Galante	JD 1995 Loyola Law School, <i>St Thomas Moore Law Honor Society</i> BA 1992 Cal State University, Northridge, <i>Dean's List</i>	21	Irwindale ('03-) Rialto ('14-) Lynwood ('08-'14)	Carson ('03-10) Irwindale ('96-03) Irvine ('97-01) Palm Springs ('97-03)	Home Gardens County Water District ('99) Orange County Council of Gov'ts ('01-)
Elena Gerli	JD 2003 University of CA, Los Angeles BA 1990 Brown University	13		Carson ('15-)	
Adrian Guerra	JD 2000 Boston College BS 1996 University of Southern California <i>magna cum laude</i>	16		Irwindale ('14-) La Canada-Flintridge ('01-) Cerritos ('01-14) San Dimas ('01-) Huntington Park ('01-03) Monterey Park ('01-09)	Community Dev Comm LA County Housing Authority LA County ('01-'09)
Mily Huntley	JD 2012 University of CA, Davis BS 2008 UCLA	12			
Michael Huston	MA 2011 UCLA, Urban Planning JD 2007 Chicago-Kent College of Law BA 2003 UCLA <i>cum laude</i>	7		Lawndale ('12-)	City Prosecutor City of Lompoc
Tiffany Israel	JD 1996 University of San Diego BA 1993 University of Southern California <i>cum laude</i>	20	Fillmore ('12-) Lawndale ('07-)	Lawndale ('03-07) Palm Springs ('03-05)	Fillmore Housing Authority ('12-) Lawndale Housing Authority ('07-) Special Counsel: Newport Beach ('07-)

Attorney Experience/Qualifications Chart

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Robert Khuu	2009 JD University of Akron, School of Law 2005 BA University of CA, Irvine	8		(Banning ('15-))	Bakersfield ('10-) Santa Maria ('13-)
Anne Lanphar	1977 JD University of CA, Hastings 1974 BA Cal State University, Fullerton	39			
Lona Laymon	2001 JD University of Southern California 1998 BA University of CA, Irvine, <i>Dual BA, magna cum laude, summa cum laude, Phi Beta Kappa</i>	15	Yucca Valley	Banning ('10-'15)	
Pam Lee	2006 JD University of Southern California 2002 BA UCLA, <i>Phi Beta Kappa, magna cum laude</i>	10		Rialto ('14-) Cerritos ('14-) Irwindale ('09-14) Yucca Valley ('09-14) Lynwood ('09-14)	Anaheim Transportation Network ('10-12) <u>Deputy City Prosecutor:</u> Cypress ('07-14) Lynwood ('09-'14) Lawndale ('07-09)
Lara Leitner	2014 JD University of CA, Los Angeles 2010 BS University of Michigan, Ann Arbor	2			
Anita Luck	1998 JD Loyola Law School 1990 BA University of CA, Santa Barbara	18		Perris ('05-14)	
Lauren Lyman	2014 JD University of Notre Dame Law School 2010 BA University of Notre Dame	2			
Jeff Malawy	2007 JD University of Southern California 2004 BA University of CA, Berkeley 2004 BS University of CA, Berkeley	9		Fillmore ('14-) Hesperia ('10-) Lompoc ('14-) Signal Hill ('08-15)	
Joshua Min	2014 JD UCLA 2010 BA University of California, San Diego	2			

Attorney Experience/Qualifications Chart

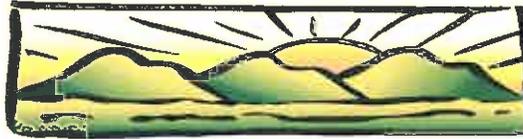
Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Chris Neumeier	JD 2007 Georgetown University Law Center	11	Carson ('15-)	Carson ('15-)	
	BA 1998 University of CA, Berkeley				
Steve Onstot	JD 1988 University of Southern California	28			
	BS 1984 University of CA, Davis				
	BA 1984 University of CA, Davis				
Nick Papajohn	JD 2014 Southwestern University Law School	1			
	BA 2010 University of CA, Irvine				
Joseph Pannone	JD 1980 Loyola Law School	36	Lompoc ('09-) Morro Bay ('14-) Bellflower ('08-15) Baldwin Park ('08-13) Palos Verdes ('08-10) So. Pasadena ('98-03) Culver City ('86-90; '91-92)	Baldwin Park ('03-07) Bellflower ('03-07) Culver City ('80-86)	Special Counsel: Culver City ('90-91; 92-) Santa Maria ('12-) Mammoth Lakes ('07-12)
	BA 1976 Loyola Marymount				
Jennifer Ro	JD 2009 Seattle University Law School	28			
	BA 2004 University of California - Berkeley				
Margaret Rose	JD 2014 Loyola Law School	2			
	BA 2009 University of CA, Davis				
Tommi Saghatelyan	JD 1986 McGeorge School of Law	29			
	BA 1979 Cal State University, Fresno				
Roy C. Santos	JD 2008 University of San Francisco School of Law	8			
	BA 2001 University of California, Davis				

Attorney Experience/Qualifications Chart

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Sunny Soltani	JD 2000 Loyola Law School, <i>St. Thomas More Law Honor Society, Order of the Coif, cum laude</i>	16	Carson ('14-)	Bell ('12-'15), Carson ('11-14) Carson Rent Control, Review Board ('06-), Signal Hill ('10-'11)	Chief Litigator, Signal Hill Eminent Domain Indian Springs Mobile Home Park ('06-) Palisades Bowl Mobile Home Park ('09-) City of Chino Spec Litigation Counsel, Palm Desert ('07-)
	BA 1997 UCLA, <i>With Honors and Great Distinction</i>				
Mark Steres	JD 1984 University of Southern California	36	Cerritos ('06-) La Canada Flintridge ('03-) San Dimas ('14-)		Housing Authority LA County Community Dev Comm LA County
	AB 1981 UCLA				
Colin Tanner	JD 1990 Hastings College of Law	26			
	BA 1987 University of CA, San Diego				
Anthony Taylor	JD 2000 University of Southern California	16	Cypress (2014-) Suisun City (2011-) Banning (2015-16)	Suisun City ('09-11)	
	BA 1997 University of Southern California				
	<i>summa cum laude</i> <i>Class Valetictorian, School of Public Administration</i>				
Juliette Tran	JD 2015 UCLA	1			
	BS 2011 University of CA, Irvine <i>magna cum laude</i>				
Glen Tucker	JD 1972 Southwestern University	44			
	BA 1966 Loyola Marymount				
Laura Walker	JD 2002 Hastings College of Law	11			
	BA 1998 UCLA				
Brian Wright-Bushman	JD 2014 University of Notre Dame Law School, <i>magna cum laude</i>	2			
	MA 2010 University of Notre Dame				
	BA 2008 Cal State Polytechnic Univ, San Luis Obispo <i>summa cum laude</i>				

Attorney Experience/Qualifications Chart

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
William Wynder	1978 Pepperdine Law School <i>Cum laude</i> <i>Editor in Chief, Law Review</i> <i>Best Advocate Moot Court</i>	38	Carson ('03-14) Cypress ('97-14) Lawndale ('94-07)	Irwindale ('90-99) Signal Hill ('90-99)	Rossmore CSD ('92-03)
Nick Yeager	1975 University of Utah, <i>magna cum laude</i>				
	2015 University of CA, Irvine				
	2011 University of CA, Santa Barbara				



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

Item No. 9 (I)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CANCELLATION OF NOVEMBER 8, 2016
REGULAR MEETING AND SCHEDULING OF NOVEMBER 15,
2016 SPECIAL MEETING**

RECOMMENDATION:

It is recommended the City Council approve cancellation of the regularly scheduled meeting on November 8, 2016 and schedule a special meeting on November 15, 2016.

BACKGROUND:

The regularly scheduled meeting on November 8th is on election day, which may create conflicts for Council members and there are items coming up that require the full Council attendance if possible. In addition, staff is working on some items that will not be ready for consideration on that day. The City has often in the past cancelled the second meeting in November due to Thanksgiving week and new Council Members are seated in December.

DISCUSSION:

Staff believes there are too many items pending to cancel both meetings in November. Given the timing of ongoing items, it would work best to have the two meetings on November 15th and November 22nd. Therefore, staff is recommending the November 8th meeting be cancelled and a special meeting be added on November 15th.

COST ANALYSIS:

There is no cost impact to the change.

**CITY COUNCIL
CONSIDERATION OF CANCELLATION OF NOVEMBER 8, 2016 REGULAR
MEETING AND SCHEDULING OF NOVEMBER 15, 2016 SPECIAL MEETING
OCTOBER 25, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the proposed meeting change;
2. Leave the meetings as regularly scheduled;
3. Cancel both meetings and attempt to handle all items on November 15th; or
4. Provide other direction to staff.

Approved by:



Steven Adams, City Manager



Item No. 9 (J)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF APPOINTMENT TO THE AIRPORT
ADVISORY COMMITTEE**

RECOMMENDATION:

It is recommended the City Council approve appointment of Chris Madsen to the Airport Advisory Committee.

BACKGROUND:

The Airport Advisory Committee has a vacancy due to the resignation of Ken Erickson. The City recently received approval for Federal funding to update its master plan for the Mesa Del Rey Airport. Staff recommends filling the vacancy in a timely manner in order to have a full committee to participate in development of the new master plan.

DISCUSSION:

The City received an application from Chris Madsen. Under the process that has been established for appointments to fill vacancies on City commissions, committees, and boards, recommendations are made by the Mayor, City Manager and Committee Chair. All three individuals have been consulted and agree with the recommendation of Mr. Madsen. Appointments must be made by the City Council per the Municipal Code.

COST ANALYSIS:

There is no cost impact from the recommended action.

**CITY COUNCIL
CONSIDERATION OF APPOINTMENT TO THE AIRPORT ADVISORY
COMMITTEE
OCTOBER 25, 2016
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the recommended appointment;
2. Provide direction to solicit additional applications;
3. Do not approve the appointment; or
4. Provide other direction to staff.

Exhibits:

1. Chris Madsen Application for Commissions, Committees and Boards

Approved by:



Steven Adams, City Manager



**CITY OF KING
APPLICATION**

**FOR APPOINTMENT TO
COMMISSIONS, COMMITTEES, AND BOARDS**

Please print or type the following information:

Name: CHRIS J MADSON

Address: 57951 PINE VALLEY ROAD, SAN LUCAS, CA. 93954

Telephone (day): 831-809-0073 fax/e-mail (optional) slo.cmci@gmail.com

Commission/Committee/Board applying for: AIRPORT

Describe your interest in becoming a member of this commission/committee/board:

I WOULD LIKE TO BE PART OF KEEPING THE KING CITY AIRPORT VIABLE FOR YEARS
TO COME.

Background relevant to this commission/committee/board:

I HAVE HAD A AIRPLANE AND HANGER AT THE KING CITY AIRPORT FOR FORTY YEARS
OR SO. I DO PLAN TO CONTINUE TO CALL KING CITY AIRPORT MY AIRPLANES HOME.

Other comments:


Applicant's Signature

10-20-16
Date



Item No. 9 (K)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 25, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: APPROVAL OF FUNDING FOR KING CITY IN BLOOM

RECOMMENDATION:

It is recommended the City Council approve the expenditure of \$1,200 for King City In Bloom's membership in the America In Bloom program.

BACKGROUND:

King City in Bloom is a non-profit volunteer organization recently formed to beautify King City. Recent projects have included planting of roses in the Broadway Street medians, landscaping improvements at the Library and quarterly clean-up events. They are affiliated with a national program called America In Bloom, which is a competitive program that promotes beautification, cleanliness, landscaping and related efforts in local communities. Each year, judges visit participating committees. They provide an evaluation and recommendations for future improvements.

DISCUSSION:

King City In Bloom has submitted a request for \$1,200 in funding assistance for membership in the national America In Bloom program. Given the City's financial constraints, funding assistance to outside organizations has not been recommended. The Chamber of Commerce has been the one exception since they provide marketing, tourism and economic development services for the City. Staff believes King City In Bloom presents a similar situation since they are providing efforts that directly assist the City with improvements to City property. The program is a partnership between the City and King City In Bloom where volunteer efforts are coordinating projects and services important to the community that the City is no longer able to provide with existing resources. In

**CITY COUNCIL
APPROVAL OF FUNDING FOR KING CITY IN BLOOM
OCTOBER 25, 2016
PAGE 2 OF 2**

addition, the America In Bloom membership will provide consultation on items that can be utilized by the City in its programs, projects and planning efforts.

COST ANALYSIS:

The City has approximately \$19,000 remaining in the City Council's Community Promotion Account. Staff believes this would be an appropriate use for these funds since the program is helping to promote the City. Therefore, no appropriation is necessary.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the expenditure;
2. Approve an expenditure of a different amount;
3. Do not approve the expenditure; or
4. Provide other direction to staff.

Exhibits:

1. King City In Bloom Funding Request Letter

Approved by:



Steven Adams, City Manager



October 12, 2016

City Manager Steve Adams
212 South Vanderhurst Ave
King City, CA 93930

Dear Mr. Adams:

Please consider this a request to you and the City Council to support the involvement of King City in the America in Bloom program.

As you know, we recently returned from the National Symposium of this organization which works to build community by planting pride in the appearance of towns across the United States. We believe that America in Bloom has shown that with volunteer efforts, residents of a community can beautify their communities and in turn improve the economic opportunities to attract business.

Inspired by Arroyo Grande in Bloom, we have been putting together a list of volunteers who have cooperated on three projects—the roses on the 100 and 200 block of Broadway, the plantings in front of the King City Library and a litter removal event. We've labeled this group **King City In Bloom** and are hopeful it is the start of a grass-root effort to involve residents in the betterment of their community one project at a time.

Because of this, we are requesting your support by allocating \$1200 for King City in Bloom to join the national organization for one year. This fee will provide our town with the services of consultants from the organization who will visit our town for two days to evaluate our conditions and offer written suggestions for things that could be improvements.

We believe that this modest amount will work hand-in-hand with the \$50,000 dedicated to our consultants for our overall streetscape plan. We are requesting this \$1200 from what is budgeted for Community Promotions in the 2016-17 fiscal year.

Everything that King City in Bloom does is meant to benefit the appearance of our town. We think it is a great partnership. If you desire, we would be happy to address your council to further explain our goals and hopes for King City.

Sincerely,


Phoebe Cheney


Laurie Slaten



Planting City Pride

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