

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

**TUESDAY DECEMBER 13, 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. 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.

**6. 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.

**7. STAFF COMMUNICATIONS**

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

**8. ELECTIONS**

**A. Resolution No. 2016-4556 Canvassing the November 8, 2016 Election**  
Recommendation: adopt Resolution No. 2016-4556, A Resolution of the City Council

of City of King canvassing and Declaring the Result of the Presidential General Election held in City of King on November 8, 2016.

- B. Comments by Outgoing Council
- C. Oath of Office given by the City Clerk to Robert Cullen, Carlos DeLeon, and Carlos Victoria
- D. Comments by Incoming Council
- E. Selection of Council Officers Elect Mayor and Mayor Pro Tem by a vote of the council for a period of two years. City Clerk shall preside over nominations and election for Mayor; Mayor shall preside over nominations and vote for Mayor Pro Tem and shall chair the balance of the meeting.
- F. Committee Assignments
  - 1. Transportation Agency of Monterey County (TAMC)
  - 2. Association of Monterey Bay Area Governments (AMBAG)
  - 3. Salinas Valley Solid Waste Authority
  - 4. Monterey Bay Unified Air Pollution Control District
  - 5. Monterey Salinas Transit (MST)
  - 6. Oversight Board for the Successor Agency
  - 7. 4 Cities 4 Peace
  - 8. King City Schools - Liaison
  - 9. Salinas Valley Fair – Liaison

**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 November 22, 2016 Council Meeting  
Recommendation: approve and file.
- B. Consideration: City Check Register- Current  
Recommendation: approve and file.
- C. Consideration: Successor Agency Check Register- Current  
Recommendation: approve and file.
- D. Consideration: Public Financing Authority Check Register- Current  
Recommendation: approve and file.
- E. Consideration: Arboleda Phase Three Final Map Conformance  
Recommendation: 1) affirm the action of the Planning Commission of December 6, 2016 determining that Creekbridge Home's Phase Three Final Map is in substantial conformance with the approved Vesting Tentative Map; 2) authorize and direct the

Planning Commission Secretary to certify the Final Map as in substantial conformance with the approved Vesting Tentative Map; and 3) authorize the City Engineer to execute Arboleda Phase Three.

- F. Consideration: Redirect the Liquidation of Certain Property (Equipment)  
Recommendation: approve the donation of certain surplus property to Goodwill Industries.
  
- G. Consideration: Lonoak Road Sewer Line Extension and Authorization to Draft Extra-Territorial Service Agreement to Provide Sewer Service to College Ville Property  
Recommendation: 1) appropriate \$80,000 from the Sewer Fund for construction of a sewer line extension under the railroad right-of-way on Lonoak Road; 2) authorize the City Manager to enter into an agreement in a form approved by the Interim City Attorney committing to the Lonoak Road sewer line extension under the railroad right-of-way if the private property owner constructs the remainder of the connection from the College Ville property; 3) authorize the City manager to submit an application to the Local Agency Formation Commission (LAFCO) for approval to provide sewer service to the College Ville property outside the City's current service area; and 4) direct the City Attorney to draft an extra-territorial service agreement and reimbursement agreement for provision of sewer services to the College Ville property outside of the City's limits and to require reimbursement by future connections to the property owner for a portion of the costs of installing the sewer line.
  
- H. Consideration: Resolution Approving a Side Letter of Agreement to the King City Confidential Employees Association Memorandum of Understanding  
Recommendation: adopt a Resolution approving a side letter of agreement to the King City Confidential Employees Association ("KCCEA") Memorandum of Understanding ("MOU") to provide bilingual pay.
  
- I. Consideration: Award of Contract for Consulting Services to Update the Airport Layout Plan (AIP 2016 FAA Grant) for Mesa Del Rey Airport  
Recommendation: 1) approve the award of contract to Kimley-Horn for the Airport Layout Plan Update with ALP Narrative and Aeronautical Survey in the grant amount not to exceed \$162,000, and 2) authorize City Manager to execute all necessary documents.
  
- J. Consideration: Agreement with Hinderliter De Llamas and Associates for Medical Marijuana Management Program  
Recommendation: approve and authorize the City Manager to execute an Agreement with Hinderliter de Llamas Associates (HdL) for a medical marijuana management program.
  
- K. Consideration: List of Local Appointments  
Recommendation: 1) adopt a Resolution approving a list of local appointments and designating the King City Library as the posting place for the Local Appointments List; and 2) direct staff to develop a public outreach effort to solicit interest and applications from additional members of the community to be considered for

appointments when vacancies occur in March.

- L. Consideration: Waiver Agreement or Amendment to Relevant Bond Documents for the Ownership Requirements for the Certificates of Participation Issued by King City on Behalf of Mee Memorial Hospital in 1999 to Allow for an Accredited Investor to Buy the Certificates

Recommendation: 1) approve and authorize the City Manager to execute a Waiver Agreement or Amendment to relevant bond documents for the ownership of Certificates of Participation issued by King City on behalf of Mee Memorial Hospital in 1999 subject to such opinions and representations of the purchaser, seller, and hospital and indemnifications as may be requested by the City Attorney and in forms approved by the City Attorney; and 2) authorize the City Attorney and City Manager to make minor adjustments to the conditions as appropriate.

## **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**



Item No. 8 (A)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF RESOLUTION CANVASSING AND  
DECLARING THE RESULT OF THE CONSOLIDATED  
PRESIDENTIAL GENERAL ELECTION HELD IN THE CITY OF  
KING ON NOVEMBER 8, 2016**

**RECOMMENDATION:**

It is recommended the City Council adopt a Resolution canvassing and declaring the result of the consolidated presidential general election held on November 8, 2016.

**BACKGROUND:**

On November 8, 2016, a General Municipal Election was held in the City for the purpose of electing three City Council members and voting for one ballot measure ("Measure J") asking voters if the City should establish a tax on medical cannabis businesses. The City's election was consolidated with the Statewide General Election and conducted by the Monterey County Election Department. The County Election Department was responsible for canvassing all votes cast and certifying the election results.

**DISCUSSION:**

The number of total ballots cast was 2,226. Results of the election are as follows:

District 3

Carlos DeLeon received 249 (100%) votes.

**CITY COUNCIL  
CONSIDERATION OF RESOLUTION CANVASSING AND DECLARING THE  
RESULT OF THE CONSOLIDATED PRESIDENTIAL GENERAL ELECTION  
HELD IN THE CITY OF KING ON NOVEMBER 8, 2016  
DECEMBER 13, 2016  
PAGE 2 OF 2**

District 4

Carlos Victoria received 260 (71.63%) votes and Abraham Aguayo received 103 (28.37%) votes.

District 5

Robert Cullen received 308 (74.94%) votes and Gabriel Trujillo, Jr. received 103 (25.06%) votes.

Measure J

Measure J received 1,678 (79.26%) "Yes" votes and 439 (20.74%) "No" votes.

**COST ANALYSIS:**

The City has not yet received an invoice from the County for the election. The estimated cost for the County Elections Department to conduct the election was \$15,000, which was included in the FY 2016-17 Annual Budget.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Do not approve staff's recommendation; or
3. Provide other direction.

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

**RESOLUTION NO. 2016-4556**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CANVASSING AND  
DECLARING THE RESULT OF THE CONSOLIDATED PRESIDENTIAL  
GENERAL ELECTION HELD IN THE CITY OF KING ON NOVEMBER 8, 2016**

**WHEREAS**, on Tuesday, the 8<sup>th</sup> day of November, 2016, a presidential general election was held in the City of King in accordance with law, and the votes were received and canvassed, and the results thereof were ascertained, determined and declared in all respects as required by law;

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

1. That the total number of votes cast for election to the City Council was 2,226; and
2. That the following persons received the following votes for the office of City Councilmembers:

Robert Cullen (District 5)	<u>308</u>
Carlos DeLeon (District 3)	<u>249</u>
Carlos Victoria (District 4)	<u>260</u>
Gabriel Trujillo Jr. (District 5)	<u>103</u>
Abraham Aguayo (District 4)	<u>103</u>

3. That the following persons were each elected to serve a term of four years:  
  
Robert Cullen  
Carlos DeLeon  
Carlos Victoria
4. That Measure J appeared on the ballot as follows and received votes for and against as set forth below:

Shall a City of King Ordinance be adopted to tax lawful medical and nonmedical marijuana businesses at \$25.00 per square foot for the first 5,000 square feet and \$10.00 per square foot thereafter for cultivation; not to exceed \$5.00 per square foot for nurseries; \$30,000.00 each for manufacturing and testing facilities; and may be adjusted annually by CPI; which is estimated to generate \$1 million to \$2 million annually to fund City of King services with no termination date?	YES <u>1678</u>
	NO <u>439</u>

5. That the total number of votes cast in the City for Measure J was 2,117; and
6. That a majority of votes was required to enact Measure J as a general tax as placed on the ballot by the City Council; and
7. That a majority of votes cast were in favor of Measure J; and

8. That Measure J sets forth the "Commercial Cannabis Tax" as part of Title 5, Chapter 5.14 of the City of King Municipal Code entitled "Business License and Regulations" and was approved and enacted by the electorate as required by law; and
9. That the number of vote given at each precinct to each person is set forth in page 2 of the Final Official Report hereunto attached, marked "Exhibit A", and by reference made a part hereof; and
10. That the number of vote given at each precinct for and against Measure J set forth in page 4 of the Final Official Report hereunto attached, marked "Exhibit B", and by reference made a part hereof.

**PASSED AND ADOPTED** by the City Council of the City of King at a special meeting duly held on the 13th day of December, 2016, by the following vote:

**AYES**, and in favor thereof, Councilmembers:

**NAYS**, Councilmembers:

**ABSENT**, Councilmembers:

**ABSTAINING**, Councilmembers:

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Robert Cullen, Mayor

**ATTEST:**

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Steven Adams, City Clerk of the City of King

**APPROVED AS TO FORM:**

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Shannon Chaffin, Interim City Attorney

PRESIDENTIAL GENERAL ELECTION

November 3, 2016

EXHIBIT A

Summary Report  
COUNTY OF MONTEREY

Final Official Report

<u>City of Marina, City Council</u>	9/8 100.00%	<u>City of Salinas, City Council, Dist. 3 (cor</u>	12/12 100.00%
- FRANK O'CONNELL	4,808 60.73%	- JYL LUTES	3,638 47.56%
- GAIL MORTON	4,376 49.27%	<b>Total ...</b>	<b>7,647 100.00%</b>
<b>Total ...</b>	<b>8,882 100.00%</b>	<u>City of Seaside, Mayor</u>	10/10 100.00%
<u>City of Monterey, Mayor</u>	11/11 100.00%	- GERTRUDE SMITH	687 8.13%
- CLYDE ROBERSON	5,475 100.00%	- RALPH RUBIO	3,532 41.82%
<b>Total ...</b>	<b>5,475 100.00%</b>	- KAY CLINE	3,124 36.99%
<u>City of Monterey, City Council</u>	11/11 100.00%	- FELIX BACHOFNER	1,103 13.06%
- LIBBY DOWNEY	4,943 30.90%	<b>Total ...</b>	<b>8,446 100.00%</b>
- ALAN HAFFA	5,476 34.24%	<u>City of Seaside, City Council</u>	10/10 100.00%
- DAN ALBERT	5,676 34.86%	- IAN OGLESBY	2,651 22.31%
<b>Total ...</b>	<b>15,995 100.00%</b>	- DAVE PACHECO	4,819 40.56%
<u>City of Pacific Grove, Mayor</u>	7/7 100.00%	- KAYLA JONES	4,412 37.13%
- BILL KAMPE	5,220 89.07%	<b>Total ...</b>	<b>11,882 100.00%</b>
- DAN MILLER	2,338 30.93%	<u>City of Soledad, Mayor</u>	4/4 100.00%
<b>Total ...</b>	<b>7,558 100.00%</b>	- FRED J. LEDESMA	2,872 100.00%
<u>City of Pacific Grove, City Council</u>	7/7 100.00%	<b>Total ...</b>	<b>2,872 100.00%</b>
- ANDREW KUBICA	2,579 14.51%	<u>City of Soledad, City Council</u>	4/4 100.00%
- NICK SMITH	3,345 18.82%	- KEN KLEMME	575 11.24%
- ROBERT HUITT	3,718 20.32%	- ANNA M. VELAZQUEZ	2,195 42.90%
- ALAN COHEN	1,970 11.08%	- CARLA STEWART	1,200 23.45%
- CYNTHIA GARFIELD	3,962 22.29%	- RICHARD J. PEREZ	1,147 22.42%
- JENNY MACADAMS	2,198 12.37%	<b>Total ...</b>	<b>6,117 100.00%</b>
<b>Total ...</b>	<b>17,772 100.00%</b>	<u>City of King, City Council, Dist. 3</u>	1/1 100.00%
<u>City of Salinas, Mayor</u>	50/50 100.00%	- CARLOS MANUEL DELEON	249 100.00%
- AMIT PANDYA	12,067 34.15%	<b>Total ...</b>	<b>249 100.00%</b>
- JOSEPH GUNTER	23,273 85.85%	<u>City of King, City Council, Dist. 4</u>	1/1 100.00%
<b>Total ...</b>	<b>35,340 100.00%</b>	- CARLOS VICTORIA	260 71.33%
<u>City of Salinas, City Council, Dist. 1</u>	7/7 100.00%	- ABRAHAM AGUAYO	103 28.37%
- JUAN G. SANDOVAL	921 21.87%	<b>Total ...</b>	<b>363 100.00%</b>
- SCOTT DAVIS	1,343 31.89%	<u>City of King, City Council, Dist. 5</u>	1/1 100.00%
- BRIAN CONTRERAS	1,298 30.52%	- ROBERT CULLEN	308 74.84%
- JOSE CASTANEDA	650 15.43%	- GABRIEL TRUJILLO, JR.	103 25.06%
<b>Total ...</b>	<b>4,212 100.00%</b>	<b>Total ...</b>	<b>411 100.00%</b>
<u>City of Salinas, City Council, Dist. 4</u>	8/8 100.00%	<u>Salinas Vty. Mem. Healthcare Sys., Z. 2</u>	13/13 100.00%
- GLORIA DE LA ROSA	2,896 61.23%	- VICTOR REY, JR.	2,758 98.18%
- VIRGINIA H. MENDOZA	1,835 38.77%	- CARISSA A. PURNELL	4,261 80.92%
<b>Total ...</b>	<b>4,733 100.00%</b>	<b>Total ...</b>	<b>7,039 100.00%</b>
<u>City of Salinas, City Council, Dist. 3</u>	12/12 100.00%	<u>Proposition 51</u>	195/195 100.00%
- JOHN "TONY" VILLEGAS	4,011 82.45%	YES	83,302 84.67%

**PRESIDENTIAL GENERAL ELECTION**

November 8, 2016

EXHIBIT B

**Summary Report  
COUNTY OF MONTEREY**

**Final Official Report**

<b>Measure K - Shandon JUSD (cont'd...)</b>	1/1 100.00%
BONDS NO	26 38.82%
<b>Total ...</b>	<b>71 100.00%</b>

<b>Measure M - Atlas USD</b>	18/18 100.00%
BONDS YES	8,034 73.22%
BONDS NO	2,939 28.78%
<b>Total ...</b>	<b>10,973 100.00%</b>

<b>Measure N - San Ardo UE&amp;D</b>	1/1 100.00%
BONDS YES	111 74.00%
BONDS NO	39 26.00%
<b>Total ...</b>	<b>150 100.00%</b>

<b>Measure D - San Miguel JUSD</b>	1/1 100.00%
BONDS YES	11 64.71%
BONDS NO	6 35.29%
<b>Total ...</b>	<b>17 100.00%</b>

<b>Measure Y - County of Monterey</b>	195/195 100.00%
YES	98,978 73.88%
NO	34,288 26.32%
<b>Total ...</b>	<b>130,266 100.00%</b>

<b>Measure Z - County of Monterey</b>	185/185 100.00%
YES	73,377 68.07%
NO	57,883 43.93%
<b>Total ...</b>	<b>131,760 100.00%</b>

<b>Measure A - City of Del Rey Oaks</b>	1/1 100.00%
YES	738 80.08%
NO	183 19.91%
<b>Total ...</b>	<b>919 100.00%</b>

<b>Measure B - City of Del Rey Oaks</b>	1/1 100.00%
YES	692 84.84%
NO	321 35.16%
<b>Total ...</b>	<b>913 100.00%</b>

<b>Measure J - City of King</b>	5/5 100.00%
YES	1,876 79.26%
NO	439 20.74%
<b>Total ...</b>	<b>2,117 100.00%</b>

<b>Measure W - City of Gonzales</b>	2/2 100.00%
YES	1,439 72.46%
NO	547 27.54%
<b>Total ...</b>	<b>1,986 100.00%</b>

<b>Measure O - City of Greenfield</b>	3/3 100.00%
YES	1,977 65.89%
NO	1,024 34.12%
<b>Total ...</b>	<b>3,001 100.00%</b>

<b>Measure U - City of Marina</b>	8/8 100.00%
YES	5,885 82.91%
NO	1,213 17.09%
<b>Total ...</b>	<b>7,098 100.00%</b>

<b>Measure V - City of Marina</b>	9/8 100.00%
YES	4,068 58.82%
NO	2,840 41.18%
<b>Total ...</b>	<b>6,896 100.00%</b>

<b>Measure H - City of Monterey</b>	11/11 100.00%
YES	8,202 73.86%
NO	2,803 26.14%
<b>Total ...</b>	<b>11,105 100.00%</b>

<b>Measure I - City of Monterey</b>	11/11 100.00%
YES	8,485 81.38%
NO	4,088 38.62%
<b>Total ...</b>	<b>10,561 100.00%</b>

<b>Measure G - City of Monterey</b>	11/11 100.00%
YES	6,201 68.15%
NO	4,843 43.85%
<b>Total ...</b>	<b>11,044 100.00%</b>

<b>Measure P - City of Pacific Grove</b>	7/7 100.00%
YES	1,845 22.91%
NO	8,209 77.09%
<b>Total ...</b>	<b>9,054 100.00%</b>

<b>Measure L - City of Salinas</b>	59/59 100.00%
YES	27,464 74.15%
NO	9,557 25.82%
<b>Total ...</b>	<b>37,011 100.00%</b>

<b>Measure F - City of Soledad</b>	4/4 100.00%
YES	2,223 81.44%
NO	1,397 38.56%
<b>Total ...</b>	<b>3,623 100.00%</b>

<b>Measure S - Aromas Tri Cnty. Fire PD</b>	4/4 100.00%
YES	652 45.82%

# MONTEREY COUNTY ELECTIONS

PO Box 4400  
Salinas, CA 93912

1370-B South Main Street  
Salinas, CA 93901

831-796-1499 Phone  
831-755-5485 Fax

[www.MontereyCountyElections.us](http://www.MontereyCountyElections.us)

[elections@co.monterey.ca.us](mailto:elections@co.monterey.ca.us)

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters



## HELP AMERICA VOTE ACT OF 2002 CERTIFICATION OF ELECTION OFFICIAL

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) (Pub. L. No. 107-252 (2002) 116 Stat. 1666, 42 U.S.C. § 15483),

I, Claudio Valenzuela, Registrar of Voters for the County of Monterey, State of California, hereby certify that, I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the election held on the 8<sup>th</sup> day of November, 2016 in the County of Monterey, State of California, and all elections consolidated therewith.

I hereby set my hand and official seal this 2<sup>nd</sup> day of December, 2016 in the County of Monterey.



**CLAUDIO VALENZUELA**  
Registrar of Voters  
County of Monterey  
State of California

# MONTEREY COUNTY ELECTIONS

PO Box 4400  
Salinas, CA 93912

1370-B South Main Street  
Salinas, CA 93901

831-798-1499 Phone  
831-755-5486 Fax

[www.MontereyCountyElections.us](http://www.MontereyCountyElections.us)

[elections@co.monterey.ca.us](mailto:elections@co.monterey.ca.us)

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters



## CERTIFICATION OF REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } ss.

I, Claudio Valenzuela, Registrar of Voters of said County, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Presidential General Election held in said County on November 8, 2016, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 2<sup>nd</sup> day of December, 2016 in the County of Monterey.



**CLAUDIO VALENZUELA**  
Registrar of Voters  
County of Monterey  
State of California

# MONTEREY COUNTY ELECTIONS



PO Box 4400  
Salinas, CA 93912

1370-B South Main Street  
Salinas, CA 93901

831-786-1488 Phone  
831-755-5485 Fax

www.MontereyCountyElections.us

elections@co.monterey.ca.us

**Claudio Valenzuela**  
Registrar of Voters

**Gina Martinez**  
Assistant Registrar of Voters

## REPORT OF THE MANUAL TALLY PRESIDENTIAL GENERAL ELECTION NOVEMBER 8, 2016

**1% Manual Tally of Paper Ballots:** The 1% manual tally is defined by Election Codes §336.5 as the public process of manually tallying votes in one percent of the precincts, selected at random by the elections official and in one precinct for each race not included in the randomly selected precincts. This procedure is conducted during the official canvass to verify the accuracy of the automated count. This tally includes paper ballots cast at the polling place or by mail.

On Thursday, November 17, 2016 at 8:00 am, the Department conducted a public random selection of precincts for the 1% manual tally. The Department used four 10-sided dice that were rolled to randomly select precinct numbers. The colors of each die are Red, Blue, Black and White which represents the first, second, third and fourth digit of the consolidated precinct number, respectively.

Precincts 2047 and 9209 were randomly selected to cover 1% of all precincts. To cover all contests, the following additional precincts were randomly selected:

1004	3051	3260	3560	5106	9336	9340	9452
2022	3054	3360	4064	9102	9338	9450	
2035	3059	3460	5091	9335	9339	9451	

**Results of the 1% Manual Tally of paper ballots:** During the 1% manual tally, the Department encountered the following variances:

Precinct	Contest	Variance	Reason	Resolution
2022	Aromas-San Juan USD Shary Greene	1	Faint marking in target area	Added 1 to Shary Greene.
3051	City of Gonzales, Mayor Henry H. Martinez, Sr.	1	Faint marking not counted in tabulation	Added 1 to Henry H. Martinez, Sr..
3051	City of Gonzales, Mayor Maria Orozco	-1	Errant marking counted	Subtracted 1 from Maria Orozco.
3054	City of Soledad, City Council Anna M. Velazquez	1	Voter connected head of arrow to candidate's name; mark not in target area	Added 1 to Anna M. Velazquez .
3054	City of Soledad, Mayor Fred J. Ledesma	1	Voter connected head of arrow to candidate's name; mark not in target area	Added 1 to Fred J. Ledesma.
3054	Measure F Yes	1	Voter check marked Yes selection instead of connecting arrow; mark not in	Added 1 to Yes .

Precinct	Contest	Variance	Reason	Resolution
			target area	
3059	Measure O Yes	-1	Heavy indentation existed in the Yes target area; undervoted contest was counted as 1 for Yes	Subtracted 1 from Yes .
3460	City of King, City Council, Dst 4 Carlos Victoria	1	Voter circled around the arrow for Carlos Victoria missing the target area	Added 1 to Carlos Victoria.
3560	City of King, City Council, Dst 5 Gabriel Trujillo, Jr.	1	Selection is marked in a faint line; mark not in target area	Added 1 to Gabriel Trujillo, Jr..
4064	City of Del Rey Oaks, City Council Layne Buckley	-1	Heavy crease in target area triggered automatic vote tally.	Subtracted 1 from Layne Buckley.
5091	City of Monterey, City Council Alan Haffa	-1	Dark marking in target area	Subtracted 1 from Alan Haffa.
5091	City of Monterey, City Council Alan Haffa	1	Faint marking in target area	Added 1 to Alan Haffa.
5091	City of Monterey, City Council Libby Downey	-1	Dark marking in target area	Subtracted 1 from Libby Downey.
5091	City of Monterey, City Council Libby Downey	1	Faint marking in target area	Added 1 to Libby Downey.
5091	City of Monterey, Mayor Clyde Roberson	-1	Dark marking in target area	Subtracted 1 from Clyde Roberson.
5091	City of Monterey, Mayor Clyde Roberson	1	Faint marking in target area	Added 1 to Clyde Roberson.
5091	Measure H No	1	Selection is marked in a faint line	Added 1 to No.
5106	City of Pacific Grove, City Council Cynthia Garfield	-1	Errant marking counted	Subtracted 1 from Cynthia Garfield.
5106	City of Pacific Grove, City Council Nick Smith	1	Faint marking not counted in tabulation	Added 1 to Nick Smith.
5106	Measure P No	1	Faint mark done outside of target area	Added 1 to No.

Other than the above variances, the results of the 1% manual tally confirmed the accuracy of the results from the Optech 400-C central paper ballot tabulating machines are accurate.

**100% Manual Tally of Electronic Ballots:** Under the Top to Bottom Review and conditions set by the Secretary of State of California to use AVC Edge II touch-screen voting machines in an election, it is required that 100% of the votes be manually tallied and results compared to the machine's results.

**Results of the 100% Manual Tally of electronic ballots:** During the 100% manual tally, the Department encountered no variances. This verified the results of each AVC Edge II (touch-screen) voting machine are accurate.

A handwritten signature in blue ink, appearing to read 'C. Valenzuela', written in a cursive style.

---

Claudio Valenzuela, Registrar of Voters

Certificate of Election and Oath of Office

I, Steven Adams, City Clerk of the City of King, State of California, do hereby certify that at an Election held in this City, on the 8th day of November, 2016,

Robert Cullen

was elected to the office of City Council as it appears by the official results of the election, on file in my office.

Witness my hand and official seal this 13th day of December, 2016

Steven Adams

(City Clerk)

By

\_\_\_\_\_

(City Clerk)

OATH OF OFFICE

STATE OF CALIFORNIA

County of MONTEREY } ss.

I, Rob Cullen, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

CITY COUNCIL

(Name of Office)

\_\_\_\_\_  
(Signature of Electee)

Subscribed and sworn to before me, this 13th day of December, 2016.

\_\_\_\_\_  
(Signature of Person Administering Oath)

City Clerk

Certificate of Election and Oath of Office

I, Steven Adams, City Clerk of the City of King, State of California, do hereby certify that at an Election held in this City, on the 8th day of November, 2016,

Carlos DeLeon

was elected to the office of City Council as it appears by the official results of the election, on file in my office.

Witness my hand and official seal this 13th day of December, 2016

Steven Adams

(City Clerk)

By \_\_\_\_\_

(City Clerk)

OATH OF OFFICE

STATE OF CALIFORNIA

County of MONTEREY } ss.

I, Carlos DeLeon, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

CITY COUNCIL

(Name of Office)

\_\_\_\_\_  
(Signature of Electee)

Subscribed and sworn to before me, this 13th day of December, 2016.

\_\_\_\_\_  
(Signature of Person Administering Oath)

\_\_\_\_\_  
City Clerk

Certificate of Election and Oath of Office

I, Steven Adams, City Clerk of the City of King, State of California, do hereby certify that at an Election held in this City, on the 8th day of November, 2016,

Carlos Victoria

was elected to the office of City Council as it appears by the official results of the election, on file in my office.

Witness my hand and official seal this 13th day of December, 2016

Steven Adams

(City Clerk)

By \_\_\_\_\_

(City Clerk)

OATH OF OFFICE

STATE OF CALIFORNIA

County of MONTEREY } ss.

I, Carlos Victoria, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

CITY COUNCIL

(Name of Office)

\_\_\_\_\_  
(Signature of Electee)

Subscribed and sworn to before me, this 13th day of December, 2016.

\_\_\_\_\_  
(Signature of Person Administering Oath)

\_\_\_\_\_  
City Clerk

**Minutes  
City Council Meeting  
November 22, 2016**

9 (A)

**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 available.

**3. ROLL CALL:**

City Manager Adams conducted roll call.

City Council: Darlene Acosta, Mike LeBarre, Belinda Hendrickson, Mayor Pro Tem Karen Jernigan, Mayor Robert Cullen.

City Staff: City Manager Steven Adams, Interim Attorney Shannon Chaffin

**4. CLOSED SESSION ANNOUNCEMENTS:**

**5. PRESENTATIONS:**

None

**6. PUBLIC COMMUNICATIONS:**

None

**7. COUNCIL COMMUNICATIONS:**

Mayor Cullen stated a week from this Friday is the Christmas Parade and Happy Thanksgiving.

Council Member Acosta stated that October was supposed to be the month that Victim's services moved into the court house however they are still working on the building and wished everyone Happy Thanksgiving.

Council Member LeBarre wished everyone Happy Thanksgiving.

Council Member Hendrickson wished everyone Happy Thanksgiving.

Mayor Pro Tem Jernigan stated that she attended her last AMBAG meeting and she would be willing to attend one of the first meetings with the next representative. She would like to know if the City Council would be willing to do a group photograph for history of City Council.

**8. CITY STAFF REPORTS AND COMMENTS:**

City Manager Adams stated that the HR position has been filled and Sergio Samame will be starting on Monday November 28, 2016. Council member LeBarre asked about an update on Forden Park.

## **9. CONSENT AGENDA**

- A. Meeting Minutes of November 15, 2016 Special Council Meeting
- B. City Monthly Treasurer's Report- November 2016
- C. Successor Agency Monthly Treasurer's Report- November 2016
- D. Public Financing Authority Monthly Treasurer's Report- November 2016
- E. Consideration: Memorandum of Understanding to Sell PG&E Rule 20A Work Credits
- F. Consideration: Resolution Re-Establishing Staggered Terms for the Airport Advisory Committee.
- G. Consideration: Memorandum of Understanding to Support an AGTECH and Healthcare Employment Training Partnership Between the Cities of the Salinas Valley and Hartnell College
- H. Consideration: City Manager Employment Agreement

Mayor Pro Tem Jernigan pulled item G for discussion.

Action: Motion to approve consent A-F and H agenda by LeBarre and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Pro Tem Jernigan gave corrections to the Deputy City Clerk on minutes. She thanked the City Manager Steve Adams for pursuing the sale of the PG&E credits. She appreciates the staggered terms of the Airport Advisory Committee she would like their pictures on the website. She feels that the last year under City Manager Adams leadership has been great.

Mayor Pro Tem Jernigan is concerned with the amount of money that Item G is costing and she would like them to have a way to track jobs. She is also concerned about City Staff and Council having to attend another meeting.

Council Member Acosta is in favor of Item G.

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

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

NOES: Council Members: Mayor Pro Tem Jernigan

ABSENT: Council Members:

ABSTAIN: Council Members:

## **10. PUBLIC HEARINGS:**

- A. Consideration: Revised and Restated Franchise Agreement with USA Waste of California (DBA Waste Management) for Solid Waste, Recycling and Organics Collection Services and Approving New Customer Rates.

Recommendation: approve finalized Revised and Restated Franchise Agreement with a 16.08% rate increase effective January 1, 2017 including a provision to implement street sweeping services at a future date for consideration by the City Council.

Patrick Mathews gave a presentation with his power point going over the rate increase of 16.08% with the street sweeping coming back at a later date.

Mayor Cullen opened the public hearing.

Carlos DeLeon is concerned that the public will not be aware of the rate increase. He feels it should be published better. He said people don't read the notice in the paper and the mailers in their bill.

Mary Hamilton is concerned that Waste Management putting a lean on the property owner through the property tax bills when it is the renters that are not paying the bill.

Mayor Cullen closed the public hearing.

Patrick Mathews explained the process of collecting fees from non-paying customers.

Action: Motion to approve finalized Revised and Restated Franchise Agreement with a 16.08% rate increase effective January 1, 2017 including a provision to implement street sweeping services at a future date for consideration by the City Council, giving the City Manager authority to approve the final route. by Acosta and seconded by LeBarre.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

- B. Consideration: Revision and Re-adoption of the 2015-2023 Housing Element  
Recommendation: 1) review and consider revisions to Chapter 8 (Programs) of the previously Adopted Housing Element; 2) conduct Public Hearing; and 3) adopt the Revised Housing Element as presented.

Scott Bruce, Planner presented this item.

Mayor Cullen opened the public hearing.

Mayor Pro Tem Jernigan would like her letter be put in the document. Council is fine with this being included.

Action: Motion to adopt the Revised Housing Element as presented including Mayor Pro Tem Jernigan's letter in the appendix and adopting Resolution 2016-4550 by Jernigan 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:

- C. Consideration: Adjustments to Development Impact Fees  
Recommendation: adopt a Resolution approving adjustments to the City's Development Impact Fees.

City Manager Adams presented this item.

Mayor Cullen gave a brief interpretation and commended the City Manager.

Mayor Cullen opened the public hearing.

John Baucke spoke on the development impact fees supporting the City Managers decision. City Manager stated that the fees are being deferred and will be revisited in 3 years.

Mayor Pro Tem Jernigan appreciates the attention to trying to attract business. He asked about Mike Nino.

The City Manager explained that Mr. Nino falls under the old fees.

Mayor Cullen closed the public hearing.

Action: Motion adopt a Resolution approving adjustments to the City's Development Impact Fees; 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:

D. Consideration: Adjustments to Master Fee Schedule

Recommendation: adopt a Resolution approving the new Master Fee Schedule.

City Manager Adams introduced this item.

Mayor Cullen opened the public hearing.

Brandon Gesicki' stated that once again King City is above the fold and HdL is the gold standard in the industry and respected by many. He stated that this is another smart move by the City Manager. He feels that fees are more than fair.

Mayor Cullen closed the public hearing.

Council Member LeBarre would like to know how soon will the City be processing licenses.

Scott Bruce, Planner explained that two applications have been received, receiving one more soon. The first two have 10 license and the other is for 4 license all cultivation and one more application for a manufacturing license. Trying to run both tracks at once on the regulatory side as well as the CUP side. HdL has helped making the planning be the administrative effort and the City appreciates the help.

Mayor Cullen asked HdL where do the Cities fees compares to other Cities. David McPherson from HdL stated that King City is low in fees however we have HdL to help fix problems and helps the license move forward faster. Mayor Cullen asked if the way that the City decided to do the tax by permitted square foot will make it move faster and save money. Mr. McPherson stated yes.

Mayor Pro Tem Jernigan ask for clarification on the fees and the tax. City Manager stated that fees only reimburse the Cities cost directly associated with the regulation of the license. The tax means it will generate money for general fund and other City government purposes.

Action: Motion to adopt a Resolution approving the new Master Fee Schedule with adjustments presented 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:

**11. REGULAR BUSINESS:**

A. Consideration: Resolution of Intent to Participate in Governance and Financing Discussions for the Proposed Monterey Bay Community Power Joint Powers Authority

Recommendation: adopt a Resolution of Intent to participate in governance and financing discussions for the proposed Monterey Bay Community Power Joint Powers Authority.

City Manager Adams presented this item introducing Jenny Johnson.

Virginia Johnson, Monterey Bay Community Power, further presented this item.

Patrick Mathews spoke on the projects that Solid Waste Authority is looking at that would produce green energy.

Council Member LeBarre spoke against this item and corrected misinformation. He feels that it is not a choice. It is a method of opting out not opting in. PG&E does not have a voice.

Mayor Pro Tem Jernigan stated that it is complicated information. One option is to wait and participate in a couple of years. She would like to hear both sides of an issue.

Council Member Hendrickson stated that she feels we need to give the choice of opt in or opt out to the citizens and feels the City should move forward.

Council Member Acosta asked if the buy in is minimal then the payout would be minimal also. Ms. Johnson stated that it would lower costs to the customers. Council Member Acosta clarified that if the City waits to join in the City will have to pay a fee if they opt in at a later date.

Mary Hamilton ask about the board of consisting of 10 people and representing 18 municipalities.

John would like to see a choice and currently there is not a choice, it is either PG&E or be in the dark. He uses solar as much as possible.

Jerry Dudek chairperson of the pastoral council of the Catholic church relayed the thoughts of the church. The church strongly encourages signing the letter of intent.

Domingo Uribe feels this is a win win situation. He wants a choice for the citizens. Clean energy is a good thing.

Carlos DeLeon read a letter into the record from he and Carlos Victoria encouraging the council to adopt the Resolution of intent to give the citizens a choice and no put King City behind.

Monique Epps, teacher in King City, doesn't see a down side in a cleaner environment. She is very stingy with her electricity. She feels that they are being honest. She stated that we have the amazing wind blowing through King City and we should be using it. She sees it about taking care of our earth.

Alejandra Ponce student of Hartnell College, she co-founder Sustainable Earth Club at Hartnell College. She is here in support of renewable energy.

A petition was submitted from the church.

Mayor Cullen addressed Mary Hamilton's question.

Mayor Cullen, Council Member Hendrickson is in favor of this.

Mayor Pro Tem Jernigan is not in favor.

Council Member LeBarre is not in favor. He feels that Council should postpone until the next meeting so council elects can have a vote.

Action: Motion adopt a Resolution of Intent to participate in governance and financing discussions for the

proposed Monterey Bay Community Power Joint Powers Authority.  
by Acosta and seconded by Hendrickson.

AYES: Council Members: Mayor Cullen, Acosta, Hendrickson

NOES: Council Members: LeBarre , Mayor Pro Tem Jernigan

ABSENT: Council Members:

ABSTAIN: Council Members:

**12. CLOSED SESSION:**

1. Public Employee Performance Evaluation  
pursuant to Government Code Section 54957:  
Title: City Manager

**ADJOURNMENT:**

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 7:43pm to closed session with the Mayor stating what would be discussed in closed session.

**Approved Signatures:**

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**Mayor, Robert Cullen**  
City of King

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**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: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**BY: PATRICIA GRAINGER, ACCOUNTANT**

**RE: CITY CHECK REGISTER**

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**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  
DECEMBER 13, 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: 12/02/2016

Time: 12:01 pm

Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK Checks</b>							
58364	11/18/2016	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supplies	923.55
58365	11/18/2016	Printed		AT & T	AT & T	Monthly Access Charge	341.05
58366	11/18/2016	Printed		ACME	BILL KORETOFF	Brooms	1,306.36
58367	11/18/2016	Printed		WSCS	LINDA BROWN	WWTP Course.	3,300.00
58368	11/18/2016	Printed		CPRSM	CALIFORNIA PARK & RECREATION	Membership Fees	170.00
58369	11/18/2016	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Monthly Water Service -	16,360.59
58370	11/18/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	King City Newsletter.	1,270.47
58371	11/18/2016	Printed		COASTL	COASTLINE MARKETING GROUP INC	Web Monthly Membership Fee	125.00
58372	11/18/2016	Printed		CRESC	CRESCENT WORK & OUTDOOR	K Wood - Uniform	234.33
58373	11/18/2016	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Coach Fingerprint	64.00
58374	11/18/2016	Printed		DOMAIN	DOMAIN LISTINGS	Annual Membership	228.00
58376	11/18/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	P Layout,BTWN 3rd and	17,004.60
58377	11/18/2016	Printed		ELREPA	EL REPARO BOOTS & MORE	Uniforms	1,594.95
58378	11/18/2016	Printed		EDD	EMPLOYMENT DEVELOPMENT DEPT.	Unemployment Benefits -	4,618.00
58379	11/18/2016	Printed		ENGLESD	DARIUS ENGLS	New door Lock-Bike Shed.	50.74
58380	11/18/2016	Printed		FERRA	ANNA FERREIRA	Security Deposit - Refund	200.00
58381	11/18/2016	Printed		FREDERC	ROGER B. FREDERICKSON, PC	Legal Services -	958.65
58382	11/18/2016	Printed		GLANDON	GARY L. GLANDON	Entry Sign Bid Adm	2,465.00
58383	11/18/2016	Printed		GEORGE L M	GEORGE L MEE MEMORIAL HOSPITAL	Blood Draw Case #16-1232	64.00
58384	11/18/2016	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Glue	275.49
58385	11/18/2016	Printed		GONER	ERICA GONZALEZ	Parent Coach Soccer -	80.00
58386	11/18/2016	Printed		GREEN'S	GREEN'S ACCOUNTING	Monthly Accounting Service	17,689.28
58389	11/18/2016	Printed		HANNA	HANNA & BRUNETTI	K C Cultivation	24,893.25
58390	11/18/2016	Printed		HDLCO	HDL COREN & CONE	Property Tax Contract	1,250.00
58391	11/18/2016	Printed		HYDRO TURF	HYDRO TURF, INC.	Blades for Mower	130.41
58392	11/18/2016	Printed		IGLESIASC	CINDY IGLESIAS	Security Deposit Refund	200.00
58393	11/18/2016	Printed		SCOFIELD	IRMA SCOFIELD	City Hall Front Door	70.53
58394	11/18/2016	Printed		JMAIR	J & MAIRCRAFT SUPPLY, INC.	Light Bulb	406.04
58395	11/18/2016	Printed		JBTIRE	MIGUEL JACOBO	Unit #101 (Brake Pads)	2,013.19
58396	11/18/2016	Printed		ROLAND	JOCELYN E. ROLAND, PH.D., ABPP	Pre-emp psych (B Jaffee)	450.00
58397	11/18/2016	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	V-Belts F.S. Edger	117.09
58398	11/18/2016	Printed		KC TRUE	KING CITY TRUE VALUE	Nuts & Bolts	50.18
58399	11/18/2016	Printed		KING'S WEL	KING'S WELDING	Golf Course Repair to	4,503.27
58400	11/18/2016	Printed		LCAH	LOS COCHES ANIMAL HOSPITAL	Animal Services -	96.75
58401	11/18/2016	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Overage-7/24 - 10/23/16.	545.72
58402	11/18/2016	Printed		MOCO TAX	MONTEREY COUNTY TAX COLLECTOR	1 St. Install Pmt - Prop Tax	12,246.08
58403	11/18/2016	Printed		NAT PEN	NATIONAL PEN HOLDINGS, LLC	KCPD - Thank you gifts.	144.52
58404	11/18/2016	Printed		OFFICE DEP	OFFICE DEPOT	C H Office Supplies	996.91
58405	11/18/2016	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Ground Water Monitoring.	4,950.00
58406	11/18/2016	Printed		PURE WATER	PENINSULA PURE WATER INC.	City Hall Water	65.20
58407	11/18/2016	Printed		PETTY CASH	PETTY CASH-PATRICIA GRAINGER	Replenish Petty Cash	207.06
58408	11/18/2016	Printed		PAC	PG&E	Monthly P G & E Service	39,724.07
58409	11/18/2016	Printed		PGE CFM	PG&E CFM PPC DEPARTMENT	1st Lift Station	1,339.54
58410	11/18/2016	Printed		PBGFS	PITNEY BOWES GLOBAL	Postage Machine Lease -	630.87
58411	11/18/2016	Printed		PNC	PNC EQUIPMENT FINANCE, LLC	Document & Escrow Fee-	600.00
58412	11/18/2016	Printed		POLYG	POLYGRAPH PROFESSIONALS	Pre-Emp Poly - M Velazquez	200.00
58413	11/18/2016	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	244.97
58414	11/18/2016	Printed		RAINBOW	RAINBOW PRINTING	A Row - Business Cards	85.96
58415	11/18/2016	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	K C Downtown Streetscape	22,713.52
58416	11/18/2016	Printed		SALARM	SALINAS ARMATURE AND MOTOR	Golf Course Well	1,093.23
58417	11/18/2016	Printed		SENTRY	SENTRY	Monitoring Alarm - KCPD	150.00

Check Register Report

Date: 12/02/2016

Time: 12:01 pm

Page: 2

KING CITY CITY HALL

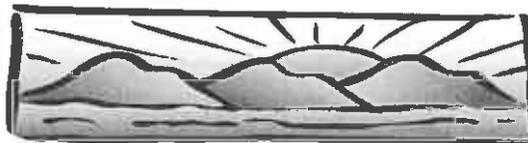
BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK Checks</b>							
58418	11/18/2016	Printed		SIEMENS	SIEMENS INDUSTRY INC.	Signal Light Maint.	97.19
58419	11/18/2016	Printed		T&T PAVE	T & T PAVEMENT MARKINGS	(40) (85) Gallons Paint	2,490.66
58420	11/18/2016	Printed		TAB PRODUC	TAB PRODUCTS CO. LLC	Police Records, 2017 File	1,982.22
58421	11/18/2016	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Name Tag (K Wood)	11.47
58422	11/18/2016	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Oct 2016 Car Washes.	181.00
58423	11/18/2016	Printed		TORO	TORO PETROLEUM CORP.	City Hall Monthly Gasoline.	702.44
58424	11/18/2016	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	October 2016 Services	25.00
58425	11/18/2016	Printed		TULARE	TULARE COUNTY JAIL INDUSTRIES	Plaques for Council	184.70
58426	11/18/2016	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract Service -	278.42
58427	11/18/2016	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	5,081.32
58428	11/18/2016	Printed		UMSTEAD EL	UMSTEAD ELECTRIC	New Circuits - P.D.	2,695.32
58429	11/30/2016	Printed		UHEALTH	UNITED HEALTHCARE PAYMENTS	Insurance Premium for	28,605.01
58430	12/02/2016	Printed		ADAMSS	STEVEN ADAMS	CM Travel Reimbursement	101.52
58431	12/02/2016	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Service - 10/31 - 11/16	1,089.00
58432	12/02/2016	Printed		AT&T - C	AT&T	56K Line 10/20/16 - 11/19/16	685.35
58433	12/02/2016	Printed		BRAINARD	BRAINARD INVESTIGATIONS	Background - M Velazquez	946.09
58434	12/02/2016	Printed		CASEY PRIN	CASEY PRINTING, INC.	Business Cards	85.75
58435	12/02/2016	Printed		COUNTY OF	COUNTY OF MONTEREY	NGEN Operations & Maint.	2,882.00
58436	12/02/2016	Printed		DENIZ	MARIANA DENIZ	Security Deposit Refund	200.00
58437	12/02/2016	Printed		EARTH DESI	EARTH DESIGN, INC.	Always Towing Planning	1,512.80
58438	12/02/2016	Printed		FED EXP	FEDEX	Service - FedEx Mailing	75.32
58439	12/02/2016	Printed		LEYVA'S TO	LEYVA'S TOWING & ROAD SERVICE	Unit #106	80.00
58440	12/02/2016	Printed		LIBERTY	LIBERTY TAX SERVICE	CC, Streetscape Workshop,	552.50
58441	12/02/2016	Printed		GRAFIX	M. J. DONOVAN ENTERPRISES, INC	New vehicle graphics kits.	1,183.58
58442	12/02/2016	Printed		MO CO INFO	MO CO INFORMATION TECHNOLOGY	Network Access 10/2016	676.00
58443	12/02/2016	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	786.58
58444	12/02/2016	Printed		ORTIZE	ESTHER ORTIZ	Security Deposit Refund	200.00
58445	12/02/2016	Printed		PETTY CASH	PETTY CASH-PATRICIA GRAINGER	Replenish Petty Cash	245.71
58446	12/02/2016	Printed		RAINBOW	RAINBOW PRINTING	Detention Certificates -	278.96
58447	12/02/2016	Printed		SO CO NEWS	SO CO NEWSPAPERS	Breast Cancer Awareness	54.00
58448	12/02/2016	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Employee Fidelity Bond.	408.00
58449	12/02/2016	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services Oct 2016	2,010.00
58450	12/02/2016	Printed		TORO	TORO PETROLEUM CORP.	KCPD - Fuel (Acct 6835)	3,437.56
58451	12/02/2016	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract Service -	333.62
58452	12/02/2016	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones & Laptops-KCPD	955.54

**Total Checks: 86** **Checks Total (excluding void checks): 250,557.05**

**Total Payments: 86** **Bank Total (excluding void checks): 250,557.05**

**Total Payments: 86** **Grand Total (excluding void checks): 250,557.05**



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

Item No 9 (C)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 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  
DECEMBER 13, 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: 12/02/2016  
 Time: 12:02 pm  
 Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
--------------	------------	--------	----------------	---------------	-------------	-------------------	--------

**SUCCESSOR AGENCY OF Checks**

199	11/18/2016	Printed		GREEN'S	GREEN'S ACCOUNTING	Accounting Services -	1,200.00
200	11/18/2016	Printed		MOCO TAX	MONTEREY COUNTY TAX COLLECTOR	S A Property Tax -	98.04

**Total Checks: 2** **Checks Total (excluding void checks): 1,298.04**

**Total Payments: 2** **Bank Total (excluding void checks): 1,298.04**

**Total Payments: 2** **Grand Total (excluding void checks): 1,298.04**



Item No 9 (D)

**REPORT TO THE PUBLIC FINANCING AUTHORITY**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY**

**FROM: STEVEN ADAMS, SECRETARY**

**BY: PATRICIA GRAINGER, ACCOUNTANT**

**RE: PUBLIC FINANCING AUTHORITY CHECK REGISTER**

---

**RECOMMENDATION:**

It is recommended City Council receive and file.

**BACKGROUND:**

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

**DISCUSSION:**

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

**COST ANALYSIS:**

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

**ALTERNATIVES:**

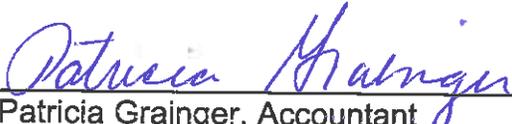
The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY  
PUBLIC FINANCING AUTHORITY CHECK REGISTER  
DECEMBER 13, 2016  
PAGE 2 OF 2**

**Exhibit (s)**

1. Check Register Report

Submitted by:   
Patricia Grainger, Accountant

Approved by:   
Steven Adams, Secretary

Check Register Report

Date: 12/02/2016

Time: 11:59 am

Page: 1

KING CITY CITY HALL

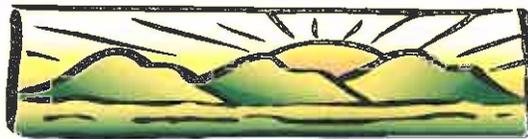
BANK: KING CITY FINANCE AUTHORITY

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>KING CITY FINANCE AUTHORITY Checks</b>							
311	11/18/2016	Printed		HANNA	HANNA & BRUNETTI	Infrastructure-First St, So of	17,537.25
312	12/02/2016	Printed		SPECIALTY	SPECIALTY CONSTRUCTION INC.	Progress Pmt #12 -	234,124.93
313	12/02/2016	Printed		UMPQUA	UMPQUA BANK	Retention Payment -	12,322.37

**Total Checks: 3** **Checks Total (excluding void checks): 263,984.55**

**Total Payments: 3** **Bank Total (excluding void checks): 263,984.55**

**Total Payments: 3** **Grand Total (excluding void checks): 263,984.55**



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

Item No. 9 (E)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEER**

**RE: CONSIDERATION OF ARBOLEDA PHASE THREE FINAL TRACT MAP CONFORMANCE AND ACCEPT THE STREETS AND EASEMENTS**

---

**RECOMMENDATION:**

It is recommended that Council: 1) affirm the action of the Planning Commission of December 6, 2016 determining that Creekbridge Home's Phase Three Final Map is in substantial conformance with the approved Vesting Tentative Map; 2) authorize and direct the Planning Commission Secretary to certify the Final Map as in substantial conformance with the approved Vesting Tentative Map; 3) authorize the City Engineer to execute the Arboleda Phase Three Final Map and 4) accept on behalf of the public, subject to their improvements in accordance with City standards, the streets and easements offered for dedication.

**BACKGROUND:**

This is the third phase in the Arboleda Development. Nino Homes has requested to record the final map, which consists of 45 lots. On December 6, 2016, pursuant to Municipal Code Chapter 16, the Planning Commission found that the Final Tract Map ("FTM") is in substantial conformance with the approved Arboleda Specific Plan, Tentative VTM and conditions of approval and mitigation measures and recommended the Council approve the FTM, direct the City Engineer to sign the FTM; and direct the City Clerk to transmit the FTM to the County Recorders of the County of Monterey for filing.

The City Council shall consider the map, the plan of the subdivision, and the offers of dedication.

**CITY COUNCIL  
CONSIDERATION OF ARBOLEDA PHASE THREE FINAL TRACT MAP  
CONFORMANCE  
DECEMBER 13, 2016  
PAGE 2 of 2**

**DISCUSSION:**

Staff has reviewed the parcel map and confirmed that it is in substantial conformance to the approved vesting tentative tract map. Generally, substantial conformance means the number of lots, the lot sizes and dimensions, and lot configurations of the final map are similar to the approved vesting tract map.

**COST ANALYSIS:**

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

**ALTERNATIVES:**

The following alternatives are provided for Commission consideration:

- 1) Approve staff's recommendation;
- 2) Do not approve staff's recommendation;
- 3) Provide other direction.

**Exhibits:**

1. Approved Vesting Tentative Tract Map
2. Final Map

Submitted by: \_\_\_\_\_

  
Octavio Hurtado, Hanna & Brunetti, City Engineer

Approved by: \_\_\_\_\_

  
Steven Adams, City Manager

**RESOLUTION NO. 2016-4557**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE TRACT MAP FOR ARBOLEDA PHASE THREE, BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE 21, CITY OF KING, MONTEREY COUNTY, CALIFORNIA AND ACCEPTING THE STREETS AND EASMENTS**

**WHEREAS**, on July 24, 2004 the City Council ("**Council**") certified an Environmental Impact Report ("**EIR**"), approved the Arboleda Specific Plan, which allowed four-hundred (400) units, parks and other amenities, and approved a tentative Vesting Tentative Tract Map ("**VTM**") allowing development in several phases, with conditions of approval and mitigation measures;

**WHEREAS**, on July 26, 2005, the City Council amended the Arboleda Specific Plan conditions of approval;

**WHEREAS**, Phases 1 and 2 have been previously recorded and housing units constructed;

**WHEREAS**, the applicant ("**Nino Homes**") has requested the City record the Final Tract Map ("**FTM**") for Phase 3;

**WHEREAS**, the City has determined that the FTM is statutorily exempt from the California Environmental Quality Act ("**CEQA**") Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps;

**WHEREAS**, on December 6, 2016, and pursuant to Municipal Code Chapter 16, the Planning Commission ("**Commission**") found that the FTM is in substantial conformance with the approved Arboleda Specific Plan, Tentative VTM and conditions of approval and mitigation measures, and recommended the Council approve the FTM, direct the City Engineer to sign the FTM; and direct the City Clerk to transmit the FTM to the County Recorder of the County of Monterey for filing.

**WHEREAS**, on December 6, 2016, the Planning Commission of King City duly recommended the City Council approve the FTM, direct the City Engineer to sign the FTM; and direct the City Clerk to transmit the FTM to the County Recorder of the County of Monterey for filing.

**NOW, THEREFORE IT BE RESOLVED**, that the City Council of King City duly approve the FTM, direct the City Engineer to sign the FTM, accept on behalf of the public, subject to their improvement in accordance with City standards, the streets and easements offered for dedication for public use in conformance with the terms of the offer of dedication; and direct the City Clerk to transmit the FTM to the County Recorder of the County of Monterey for filing.

**PASSED AND ADOPTED** by the City Council of the City of King at a special meeting duly held on the 13th day of December, 2016, by the following vote:

**AYES**, and in favor thereof, Councilmembers:

**NAYS, Councilmembers:**

**ABSENT, Councilmembers:**

**ABSTAINING, Councilmembers:**

---

Mayor

**ATTEST:**

---

Steven Adams, City Clerk of the City of King

**APPROVED AS TO FORM:**

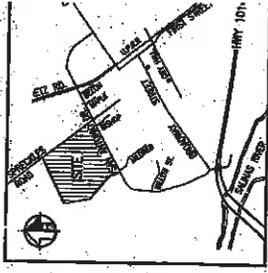
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Shannon Chaffin, Interim City Attorney

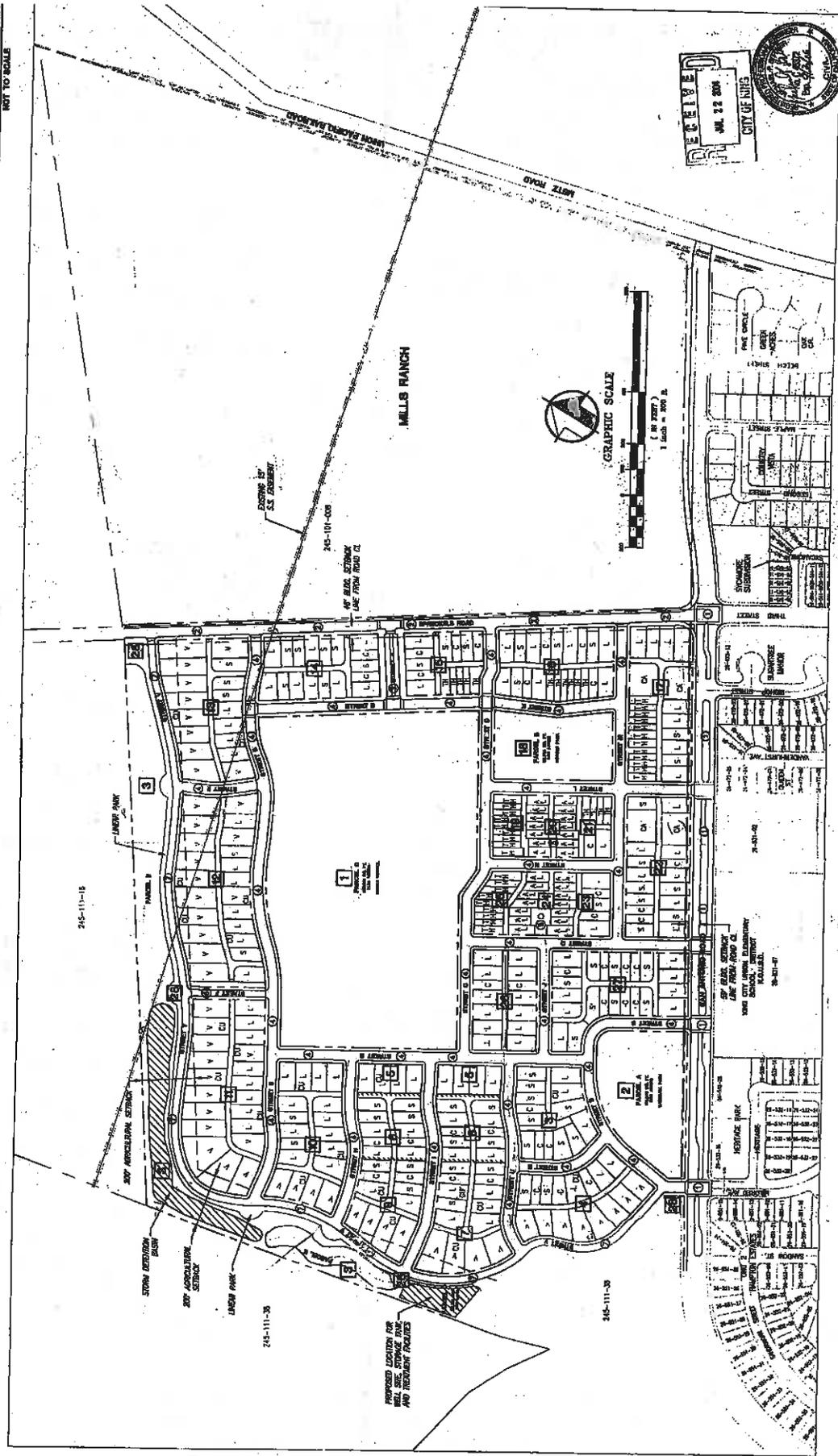
# ARBOLEDA

## VESTING TENTATIVE MAP

CITY OF KING MONTEREY COUNTY  
CREEKBRIDGE HOMES, L.P.



VICINITY MAP-CITY OF KING  
NOT TO SCALE



City of King  
City Engineer  
JUL 22 2004  
RECEIVED

**SHEET INDEX**

SHEET 1	GENERAL NOTES
SHEET 2	WATER UTILITIES
SHEET 3	WASTE WATER UTILITIES
SHEET 4	STRENGTHENING & CONFORMANCE DETAILS
SHEET 5	LOTTS AND PARCELS
SHEET 6	OFF SITE UTILITIES LIGHTING SYSTEM
SHEET 7	ACCESS PLAN & STREET LIGHTING PLAN

**OWNER'S STATEMENT**  
 I, the undersigned, as the owner of the above described property, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

and Patricia J. Meyer  
 of the 1027 Major Avenue Road 4/07  
 are the owners of the above described property.  
 My City ID: 03230

DATE: 06-24-11-016  
 APPROVED: Lee Shady  
 City Engineer



# TRACT NO.

ARBOLEDA PHASE THREE BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE 21, CITY OF KING, MONTEREY COUNTY, CALIFORNIA

PREPARED FOR NINO DEVELOPMENT, INC.  
CREEGAN & D'ANGELO CONSULTING ENGINEERING  
MERCED, CALIFORNIA  
SEPTEMBER 2016



## BASIS OF BEARINGS

THE BEARINGS OF N 12° 07' 37" W ALONG THE WESTERLY LINE OF PARCEL L-8 BROWN 2 FOUND IRON PIPES AS SHOWN ON THE PARCEL MAP FILED IN VOLUME 21 OF PARCEL MAPS, AT PAGE 115, MONTEREY COUNTY RECORDS WAS TAKEN AS BASIS OF BEARINGS FOR THIS MAP.

### NOTES:

- A LEAD AND TRACK (LS 5301) SHALL BE SET IN THE ALLEYS AT EACH INTERIOR LOT CORNER, AND IN THE SIDEWALK MEASURED 12 INCHES FROM THE FRONT CORNER ON THE PROLONGATION OF THE INTERIOR SIDE LOT LINES OF EACH LOT.
- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- NO MONUMENTS WILL BE SET AROUND THE EXTERIOR OF PARCEL B. MONUMENTS WILL BE SET ONLY AS SHOWN ON THIS MAP.
- UNLESS NOTED OTHERWISE, ALL DIMENSIONS INCLUDING THE EXTERIOR OF THE SUBDIVISION BOUNDARY ARE MEASURED AND RECORD PER REFERENCES 1 - 4.

### LEGEND

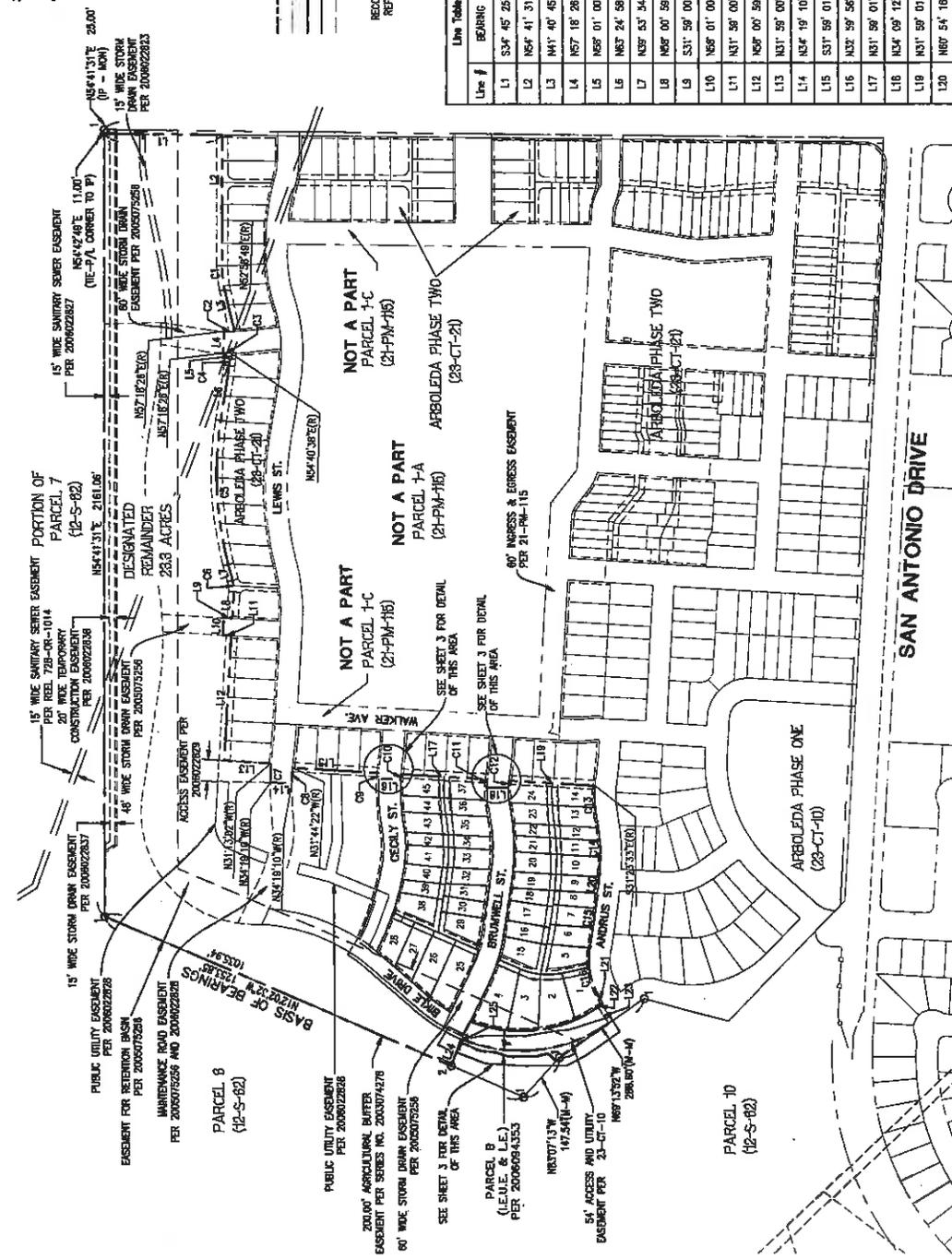
- ⊙ MONUMENT NOT FOUND AS NOTED
- ⊙ FOUND STD. CITY MONUMENT AS NOTED
- ⊙ SET STD. CITY MONUMENT LS 5321
- ( ) RECORD DATA AS NOTED
- FOUND 1" IRON PIPE (AS NOTED)
- SET 1" IP LS 5321
- MONUMENT TO MONUMENT
- TOTAL DISTANCE
- PUBLIC SERVICE EASEMENT
- IMPRESS, EGRESS, AND UTILITY EASEMENT
- EDE
- LE
- LANDSCAPE EASEMENT
- RADIAL BEARING
- DISTINCTIVE BORDER LINE
- MONUMENT LINE/CENTRLINE
- RIGHT OF WAY LINE
- LOT OR PARCEL LINE
- EASEMENT LINE

- |   |             |
|---|-------------|
| 1 | RECORD DATA |
| 2 | REFERENCE   |
| 3 |             |
| 4 |             |

Curve #	Delta	Length	Radius
C1	13°00'18"	88.13	300.00
C2	4°10'37"	28.38	376.00
C3	2°37'46"	20.01	438.00
C4	5°22'58"	18.85	200.00
C5	2°31'04"	400.20	975.00
C6	18°07'05"	31.62	100.00
C7	3°05'09"	53.30	864.28
C8	2°34'48"	41.82	824.28
C9	1°20'42"	16.06	884.28
C10	1°22'38"	15.00	624.28
C11	4°07'01"	22.27	310.00
C12	4°35'04"	20.00	290.00
C13	14°47'36"	99.15	384.00
C14	17°03'35"	146.16	480.00
C15	4°12'27"	142.46	1940.00
C16	38°13'10"	136.60	200.00

Line #	Bearing	Length
L1	N 51° 53' 32"E	20.22
L2	S 89° 13' 52"E	16.20
L3	N 87° 40' 45"E	54.00
L4	N 76° 18' 28"E	88.04
L5	N 68° 01' 00"E	14.74
L6	N 63° 24' 58"E	153.84
L7	N 59° 53' 54"E	46.14
L8	N 58° 00' 58"E	73.38
L9	S 31° 58' 00"E	23.00
L10	N 68° 01' 00"E	46.00
L11	N 31° 58' 00"W	23.00
L12	N 58° 00' 58"E	345.00
L13	N 31° 58' 00"W	128.02
L14	N 34° 19' 10"W	60.00
L15	S 31° 58' 01"E	240.00
L16	N 32° 59' 56"W	60.00
L17	N 31° 58' 01"W	238.08
L18	N 34° 09' 12"W	60.00
L19	N 31° 58' 01"W	240.00
L20	N 60° 54' 16"E	57.45

Line #	Bearing	Length
L1	S 34° 45' 25"E	320.01
L2	N 64° 41' 31"E	380.57
L3	N 41° 40' 45"E	118.15
L4	N 67° 18' 28"E	80.00
L5	N 68° 01' 00"E	14.74
L6	N 63° 24' 58"E	153.84
L7	N 59° 53' 54"E	46.14
L8	N 58° 00' 58"E	73.38
L9	S 31° 58' 00"E	23.00
L10	N 68° 01' 00"E	46.00
L11	N 31° 58' 00"W	23.00
L12	N 58° 00' 58"E	345.00
L13	N 31° 58' 00"W	128.02
L14	N 34° 19' 10"W	60.00
L15	S 31° 58' 01"E	240.00
L16	N 32° 59' 56"W	60.00
L17	N 31° 58' 01"W	238.08
L18	N 34° 09' 12"W	60.00
L19	N 31° 58' 01"W	240.00
L20	N 60° 54' 16"E	57.45



# TRACT NO.

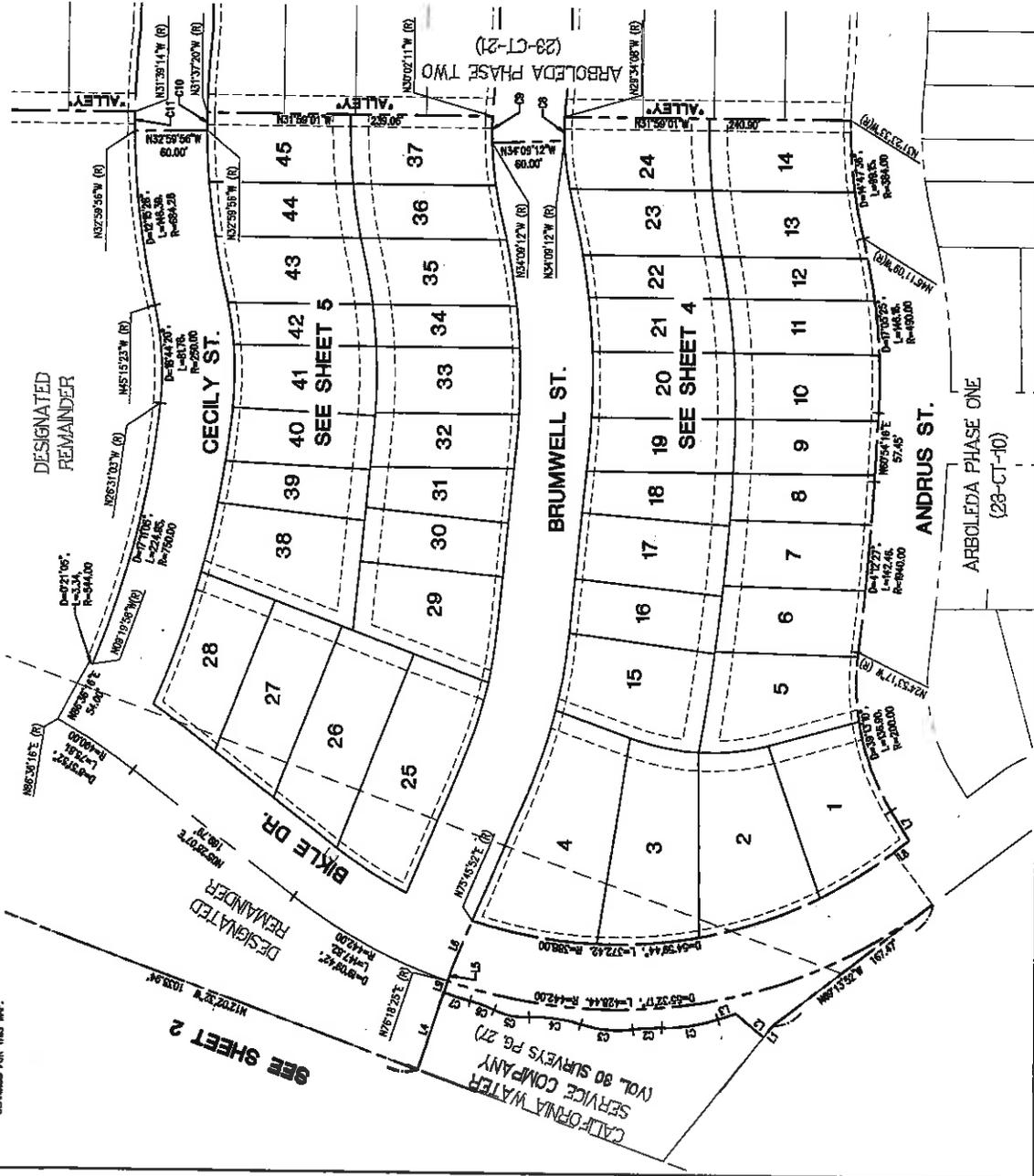
ARBOLEDA PHASE THREE  
BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP  
OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE  
21, CITY OF KING, MONTEREY COUNTY, CALIFORNIA

PREPARED FOR NINO DEVELOPMENT, INC  
CREEGAN & D'ANGELO CONSULTING ENGINEERING  
MONTEREY, CALIFORNIA  
SEPTEMBER 2016

GRAPHIC SCALE  
( IN FEET )  
1 Inch = 60' ft.



**BASIS OF BEARINGS**  
THE BEARING OF N 12° 00' 30" W ALONG THE WESTERLY LINE  
OF PARCELS 1-9 BETWEEN 2 FOUND IRON PILES AS SHOWN ON  
THE PARCEL MAP FILED IN VOLUME 21 OF PARCEL MAPS, AT  
PAGE 15, MONTEREY COUNTY RECORDS WAS TAKEN AS BASIS OF  
BEARINGS FOR THIS MAP.



Line #	BEARING	Length
L1	N83°07'13"W	13.14
L2	S01°52'47"W	30.38
L3	S49°31'08"E	15.84
L4	N76°18'25"E	68.04
L5	N76°18'25"E	8.50
L6	N81°01'28"E	44.87
L7	N25°23'32"E	28.22
L8	S88°13'52"E	18.20
L9	N76°18'25"E	10.00

Curve #	Delta	Length	Radius
C1	17°21'3"	48.04	180.00
C2	7°00'55"	74.44	200.00
C3	2°56'25"	43.53	100.00
C4	28°50'38"	43.85	120.00
C5	28°37'17"	28.87	80.00
C6	10°03'36"	21.07	120.00
C7	2°57'56"	21.39	452.00
C8	4°35'04"	20.09	250.00
C9	4°07'04"	22.27	310.00
C10	1°22'36"	15.00	824.28
C11	1°28'42"	18.85	584.28

### LEGEND

- MONUMENT NOT FOUND AS NOTED
- FOUND STD. CITY MONUMENT AS NOTED
- RECORD DATA AS NOTED
- FOUND "P" IRON PIPE (AS NOTED)
- SET "P" IRON PIPE
- MONUMENT TO MONUMENT
- TOTAL DISTANCE
- PUBLIC SERVICE EASEMENT
- ADDRESS, EGRESS, AND UTILITY EASEMENT
- LANDSCAPE EASEMENT
- ROAD BEARING
- DISTINCTIVE BORDER LINE
- MONUMENT LINE/CENTERLINE
- RIGHT OF WAY LINE
- LOT OR PARCEL LINE
- EASEMENT LINE
- LS 3860, PER 21-P-85
- LS 3862, PER 23-CT-10
- LS 3866, PER 21-P-115
- LS 3862, PER 23-CT-21

- NOTES:**
- ALL LOTS AND TRICK (LS 3862) SHALL BE SET IN THE ALLEYS AT EACH INTERIOR LOT CORNER. MONUMENTS SHALL BE SET AT EACH INTERIOR CORNER AND 12 INCHES FROM THE FRONT CORNER ON THE PROLONGATION OF THE INTERIOR SIDE LOT LINES OF EACH LOT.
  - ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - NO MONUMENTS WILL BE SET AROUND THE EXTERIOR OF PARCEL B. MONUMENTS WILL BE SET ONLY AS SHOWN ON THIS MAP.
  - UNLESS NOTED OTHERWISE, ALL DIMENSIONS AROUND THE EXTERIOR OF THE SUBDIVISION BOUNDARY ARE MEASURED AND RECORD PER REFERENCES 1 - 4.

**BASIS OF BEARINGS**

THE BEARING OF N 12° 02' 32" W ALONG THE WESTERLY LINE OF PARCEL 1-B BETWEEN 2 FOUND IRON PIPES, AS SHOWN ON THE PARCEL MAP FILED IN VOLUME 21 OF PARCEL MAPS, AT THE TIME THE SAN JOAQUIN COUNTY RECORDS WAS TAKEN AS BASIS OF BEARINGS FOR THIS MAP.

GRAPHIC SCALE  
(30 FEET)  
1 inch = 40 ft.



**TRACT NO.**

ARBOLEDA PHASE THREE  
BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE 211, CITY OF KING, MONTEREY COUNTY, CALIFORNIA

PREPARED FOR NINO DEVELOPMENT, INC  
CREEGAN & D'ANGELO CONSULTING ENGINEERING  
MONTEREY, CALIFORNIA  
SEPTEMBER 2016

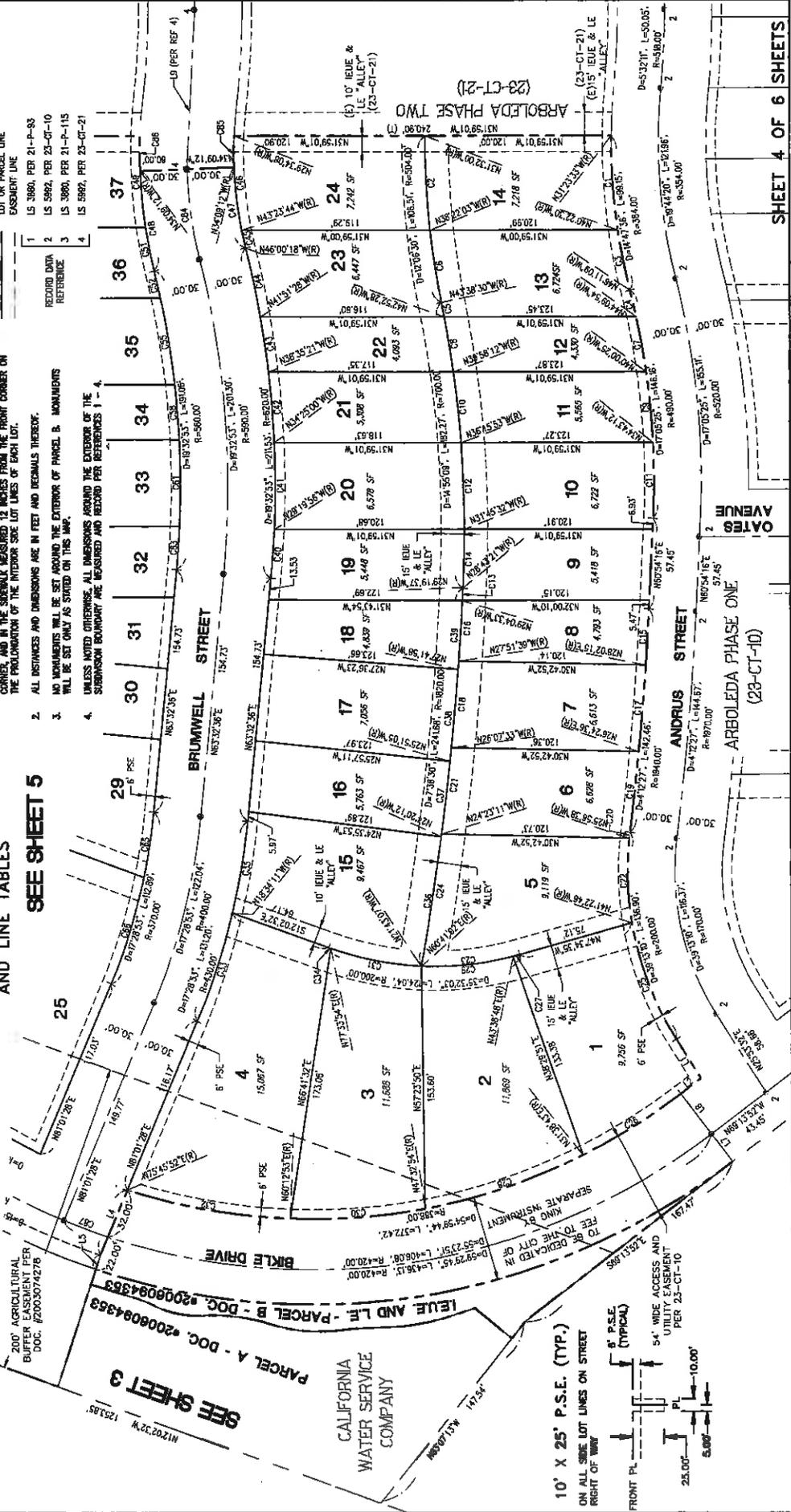
**LEGEND**

- MONUMENT NOT FOUND AS NOTED
- FOUND STD. CITY MONUMENT AS NOTED
- SET STD. CITY MONUMENT LS 5321
- RECORD DATA AS NOTED
- FOUND 1" IRON PIPE (AS NOTED)
- SET 1" P. LS 5321
- MONUMENT TO MONUMENT
- TOTAL DISTANCE
- PUBLIC SERVICE EASEMENT
- INGRESS, EGRESS, AND UTILITY EASEMENT
- REDEVELOPMENT EASEMENT
- LANDSCAPE EASEMENT
- ROAD BEARING
- DISTINCTIVE BORDER LINE
- MONUMENT LINE/DESCRIPTION
- RIGHT OF WAY LINE
- LOT OR PARCEL LINE
- EASEMENT LINE

- NOTES:**
- A LEAD AND TACK (LS EXCET) SHALL BE SET IN THE ALLEYS AT EACH INTERIOR LOT CORNER, AND IN THE SIDEWALK MEASURED 1.2 INCHES FROM THE FRONT CORNER ON THE PROMULGATION OF THE INTERIOR SIDE LOT LINES OF EACH LOT.
  - ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  - NO MONUMENTS WILL BE SET AROUND THE EXTERIOR OF PARCEL B. MONUMENTS WILL BE SET ONLY AS NOTED ON THIS MAP.
  - UNLESS NOTED OTHERWISE, ALL DIMENSIONS AROUND THE EXTERIOR OF THE SUBDIVISION BOUNDARY ARE MEASURED AND RECORDED PER REFERENCES 1 - 4.

SEE SHEET 6 FOR CURVE AND LINE TABLES  
SEE SHEET 5

1	RECORD DATA
2	REFERENCE
3	LS 3880, PER 21-P-93
4	LS 3882, PER 23-CT-10
	LS 3880, PER 21-P-115
	LS 3882, PER 23-CT-21





GRAPHIC SCALE  
1" = 40' (PER REF. 4)

### TRACT NO.

ARBOLEDA PHASE THREE  
BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP  
OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE  
21, CITY OF KING, MONTEREY COUNTY, CALIFORNIA

PREPARED FOR NINO DEVELOPMENT, INC  
CREEGAN & D'ANGELO CONSULTING ENGINEERING  
MONTEREY, CALIFORNIA  
SEPTEMBER 2016

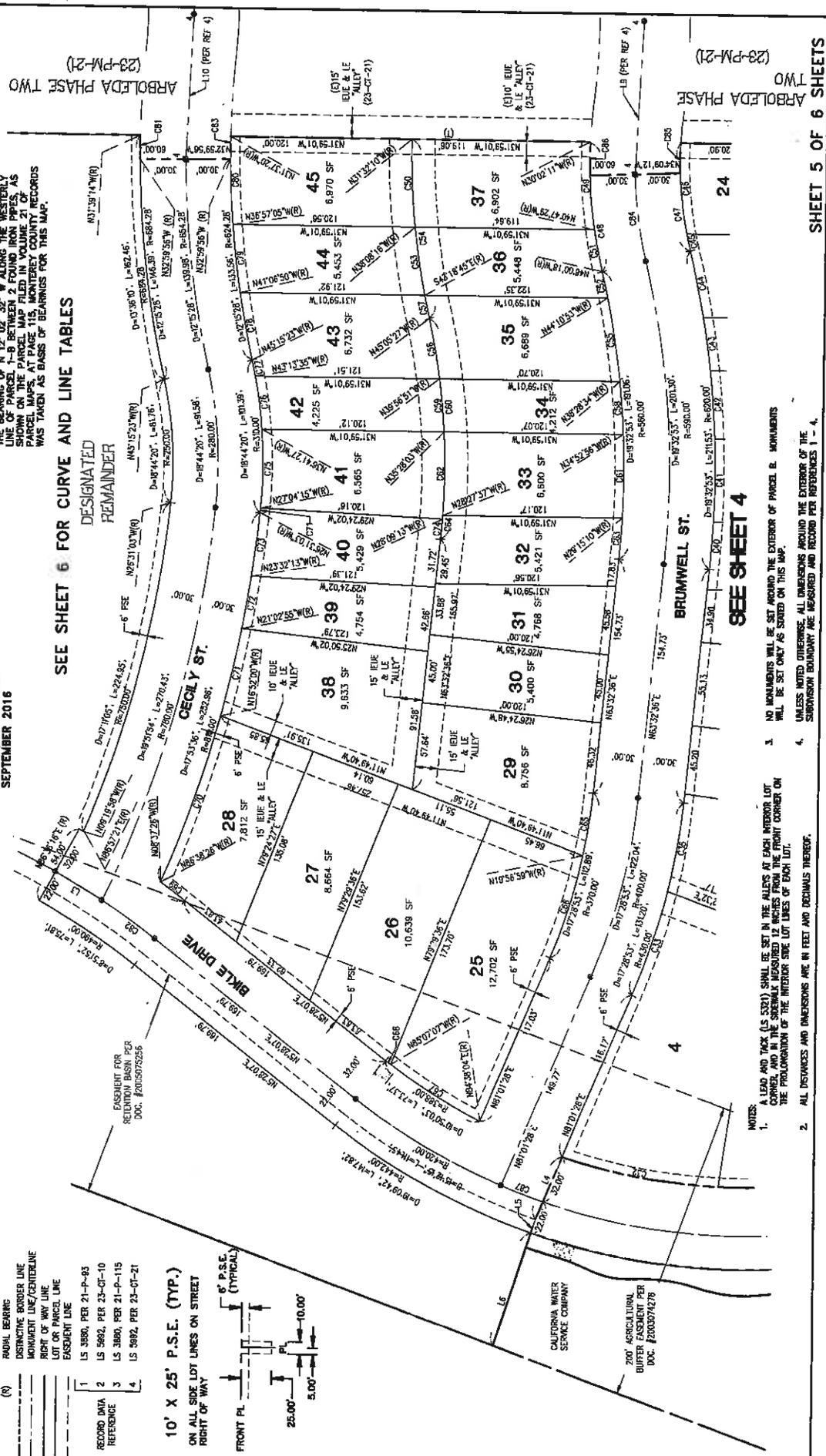
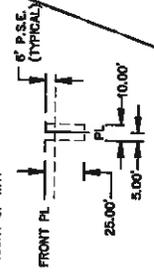
**BASIS OF BEARINGS**  
THE BEARING OF N 17° 00' 00" E ALONG THE WESTERLY  
LINE OF PARCEL 1-B REFERRED TO AS BEING THE BASIS  
SHOWN ON THE PARCEL MAP FILED IN VOLUME 21 OF  
PARCEL MAPS, AT PAGE 115, MONTEREY COUNTY RECORDS  
WAS TAKEN AS BASIS OF BEARINGS FOR THIS MAP.

SEE SHEET 6 FOR CURVE AND LINE TABLES

DESIGNATED  
REMAINDER

- LEGEND**
- MONUMENT NOT FOUND AS NOTED
  - SET STD. CITY MONUMENT LS 5321
  - RECORD DATA AS NOTED
  - FOUND 1" IRON PPE (AS NOTED)
  - SET 1" IP LS 5321
  - MONUMENT TO MONUMENT
  - TOTAL DISTANCE
  - PUBLIC SERVICE EASEMENT
  - INGRESS, EGRESS, AND UTILITY EASEMENT
  - LANDSCAPE EASEMENT
  - RADIAL BEARING
  - DISTINCTIVE BORDER LINE
  - MONUMENT LINE/CENTERLINE
  - RIGHT OF WAY LINE
  - LOT OR PARCEL LINE
  - EASEMENT LINE
- |   |                       |
|---|-----------------------|
| 1 | LS 3890, PER 21-P-83  |
| 2 | LS 5882, PER 23-07-10 |
| 3 | LS 3890, PER 21-P-115 |
| 4 | LS 5882, PER 23-07-21 |

**10' X 25' P.S.E. (TYP.)**  
ON ALL SIDE LOT LINES ON STREET  
RIGHT OF WAY



SEE SHEET 4

- NOTES**
1. A LEAD AND TACK (LS 5321) SHALL BE SET IN THE ALIENS AT EACH INTERIOR LOT CORNER AND THE PROLONGATION OF THE INTERIOR SIDE LOT LINES OF EACH LOT.
  2. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
  3. NO MONUMENTS WILL BE SET AROUND THE EXTERIOR OF PARCEL B. MONUMENTS WILL BE SET ONLY AS SHOWN ON THIS MAP.
  4. UNLESS NOTED OTHERWISE, ALL DIMENSIONS AROUND THE EXTERIOR OF THE SUBDIVISION BOUNDARY ARE MEASURED AND RECORD PER REFERENCES 1 - 4.

ARBOLEDA PHASE TWO  
(23-PM-2)

**TRACT NO.**

ARBOLEDA PHASE THREE  
BEING A SUBDIVISION OF THE REMAINDER PARCEL AS SHOWN ON THE MAP  
OF TRACT NO. 1457, FILED IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE  
21, CITY OF KING, MONTEREY COUNTY, CALIFORNIA

PREPARED FOR NINO DEVELOPMENT, INC  
CREEGAN & D'ANGELO CONSULTING ENGINEERING  
MONTEREY, CALIFORNIA  
SEPTEMBER 2016

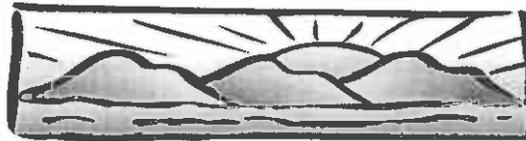
**CURVE AND LINE TABLES FOR SHEETS 4 AND 5 ONLY**

Curve #	Delta	Length	Radius
C1	6°59'37"	60.20	364.00
C2	6°50'03"	60.12	364.00
C3	5°42'30"	38.94	364.00
C4	2°01'15"	17.28	490.00
C5	0°46'03"	9.38	760.00
C6	5°16'28"	46.40	504.00
C7	4°09'29"	35.56	490.00
C8	2°54'16"	35.49	760.00
C9	5°17'13"	45.22	490.00
C10	3°42'18"	45.27	760.00
C11	5°37'28"	48.10	490.00
C12	4°38'21"	35.05	760.00
C13	0°15'04"	7.88	760.00
C14	3°02'11"	37.10	760.00
C15	1°03'29"	35.82	1940.00
C17	1°37'39"	55.10	1940.00
C19	1°31'19"	51.53	1940.00
C20	1°03'21"	3.69	200.00
C22	1°28'08"	53.68	200.00
C25	2°24'12"	70.34	200.00
C28	1°52'35"	73.85	200.00
C27	1°13'24"	4.27	200.00
C28	1°54'11"	107.68	200.00
C29	1°02'14"	59.47	200.00
C30	1°23'39"	85.78	200.00
C31	1°52'32"	36.93	200.00
C32	1°52'39"	105.30	200.00
C33	5°35'40"	72.00	430.00
C34	0°23'34"	1.37	200.00
C35	7°53'13"	59.19	430.00

Curve #	Delta	Length	Radius
C36	2°37'05"	83.16	1820.00
C40	2°52'32"	31.12	620.00
C41	5°03'04"	55.02	620.00
C42	4°10'21"	45.15	620.00
C43	3°16'07"	35.37	620.00
C44	4°08'30"	44.88	620.00
C45	2°35'34"	11.39	250.00
C46	1°34'56"	60.33	250.00
C49	1°04'51"	38.19	310.00
C50	6°38'06"	58.10	504.28
C51	5°12'49"	28.21	310.00
C52	1°49'25"	17.82	560.00
C53	5°10'29"	45.54	504.28
C55	5°42'19"	55.76	560.00
C56	5°08'38"	40.40	450.00
C57	1°46'42"	15.85	504.28
C58	3°33'37"	35.12	560.00
C59	4°28'47"	35.18	450.00
C61	5°37'46"	55.02	560.00
C62	7°00'36"	55.03	450.00
C63	2°47'46"	27.33	560.00
C65	6°30'25"	42.02	370.00
C66	1°53'28"	70.87	370.00
C67	1°04'46"	68.39	368.00
C68	0°35'15"	3.89	368.00
C69	2°06'33"	20.03	540.00
C70	8°14'33"	116.53	810.00
C71	0°33'12"	2.99	310.00
C71	4°10'56"	58.12	810.00
C72	2°29'17"	35.18	810.00

Curve #	Delta	Length	Radius
C73	2°29'50"	42.14	810.00
C74	1°41'49"	13.33	450.00
C75	9°37'12"	53.05	310.00
C76	5°32'08"	35.36	310.00
C77	2°01'18"	10.88	310.00
C78	4°06'33"	45.14	624.28
C79	4°09'45"	45.35	624.28
C80	5°19'46"	58.07	624.28
C81	1°37'36'10"	182.46	694.28
C82	4°09'16"	43.08	512.00
C83	1°22'36"	15.00	624.28
C84	1°31'06"	57.82	280.00
C85	4°35'04"	20.00	250.00
C86	4°07'01"	22.27	310.00
C87	4°05'24"	30.04	420.00

Line #	Bearing	Length
L1	N65°51'32"E	28.22
L2	N89°15'52"W	16.20
L3	N87°27'27"W	38.12
L4	S81°01'20"W	44.67
L5	N76°18'25"E	9.50
L6	S78°18'23"W	76.04
L7	S59°46'08"W	22.00
L8	N80°49'33"E	101.43
L10	N80°27'14"E	95.29



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

Item No. 9 (F)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: ROBERT MASTERSON, CHIEF OF POLICE**

**BY: DARIUS ENGLER, INTERIM POLICE CAPTAIN**

**RE: REDIRECT THE LIQUIDATION OF CERTAIN PROPERTY**

**RECOMMENDATION:**

Approve the donation of certain surplus property (see attached list) to Goodwill Industries.

**BACKGROUND:**

On March 23, 2016, City Council approved of the liquidation of surplus City owned vehicles and other obsolescent city equipment by auctioning the property to the highest bidder via a service entitled PROPERTYROOM.COM.

**DISCUSSION:**

The performance of PROPERTYROOM.COM has been disappointing and has caused staff to reconsider its options to liquidate the remaining items that were previously presented to Council. All of the old and no longer in-service police vehicles have been sold, but because of the poor performance of the auction, the cameras (see attached list) were not placed with PROPERTYROOM.COM.

The remaining items to be liquidated represent a relatively small amount of revenue, (less than \$1,000.00 total). It is staff's recommendation to donate the remaining items to Goodwill Industries.

**COST ANALYSIS:**

There will be no additional cost to the City. According to comparable values on "eBay", the total dollar amount of the remaining stated items is less than \$1,000.00.

**CITY COUNCIL  
REDIRECT THE LIQUIDATION OF CERTAIN PROPERTY  
DECEMBER 13, 2016  
PAGE 2 OF 2**

**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Direct staff to liquidate stated items in another manner;
3. Don't approve staff's recommendation;
4. Provide staff other direction.

**Attachments:**

1. Photographs and descriptions of items to be donated

Submitted by:

  
\_\_\_\_\_  
Robert Masterson, Chief of Police

Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

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



1C



2C



3C



4C



5C



6C



Item No. 9 (G)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF LONOAK ROAD SEWER LINE EXTENSION AND AUTHORIZATION TO DRAFT EXTRA-TERRITORIAL SERVICE AGREEMENT TO PROVIDE SEWER SERVICE TO COLLEGE VILLE PROPERTY**

**RECOMMENDATION:**

It is recommended the City Council: 1) appropriate \$80,000 from the Sewer Fund for construction of a sewer line extension under the railroad right-of-way on Lonoak Road; 2) authorize the City Manager to enter into an agreement in a form approved by the Interim City Attorney committing to the Lonoak Road sewer line extension under the railroad right-of-way if the private property owner constructs the remainder of the connection from the College Ville property; 3) authorize the City Manager to submit an application to the Local Agency Formation Commission (LAFCO) for approval to provide sewer service to the College Ville property outside the City's current service area; and 4) direct the City Attorney to draft an extra-territorial service agreement and reimbursement agreement for the provision of sewer services to the College Ville property outside of the City's limits and to require reimbursement by future connections to the property owner for a portion of the costs of installing the sewer line.

**BACKGROUND:**

The 2014 Sanitary Sewer Infrastructure Project recently installed a 12 inch Sewer main along South First Street and provided a manhole at the intersection of South First Street and Lonoak Road. The City Council also recently approved a contract for repaving of Lonoak Road as part of the grant funded street, shoulder and bike lane improvements on a portion of First Street.

Meanwhile, the City has been involved in discussions with a number of agencies and potential developers over the past several years regarding a desire to

## **CITY COUNCIL**

### **CONSIDERATION OF LONOAK ROAD SEWER LINE EXTENSION AND AUTHORIZATION TO DRAFT EXTRA-TERRITORIAL SERVICE AGREEMENT TO PROVIDE SEWER SERVICE TO COLLEGE VILLE PROPERTY**

**DECEMBER 13, 2016**

**PAGE 2 OF 3**

improve the conditions of the College Ville complex on Lonoak Road, which lies in the County adjacent to the City's boundary. In particular, the property has been identified as an ideal location for expansion of agricultural employee housing. The City Council also approved initiating the process of adding the property to the City's Sphere of Influence and ultimately annexing it. However, that effort was delayed due to the condition of the property and code enforcement actions under way by the County.

Discussions are now under way with a potential buyer regarding extension of sewer service to the College Ville property. Staff is providing recommendations at this time in an attempt to facilitate the improvements prior to the paving project that has already been approved.

#### **DISCUSSION:**

Staff proposes the City agree to install the sewer line from the existing termination at First Street to the other side of the railroad right-of-way, which will require approval of a Southern Pacific Railroad encroachment permit. This includes digging the required bore pits to bore the pipe and make connections to the existing sewer lines. Since this work will be constructed by boring under the railroad track, it can be completed after the paving work is complete. However, it is recommended the remainder of the line be the responsibility of the property owner, and they will want an agreement with the City to provide the railroad underpass prior to constructing the line in the street before the paving work begins.

Since the City Council will not meet again until January 10, 2017, staff recommends providing authority to the City Manager to enter into an agreement so the necessary arrangements can be finalized prior to the street improvements if the property owner decides to proceed. Staff would then to submit a request to LAFCO to approve providing sewer service outside the City's boundary until the property could be annexed.

It is recommended an outside sewer service fee be established, which would be set forth in an extra-territorial service agreement at the same rates charged to residents within the City's boundaries. No property outside of the City's jurisdiction will be allowed to connect and discharge into the City's system until an extra-territorial services agreement is approved. That agreement would be presented to the City Council at a future meeting for consideration. It is also recommended a reimbursement agreement be established that would require future parties connecting to the line to reimburse a portion of the costs to the developer for the original cost of installing the sewer line.

**CITY COUNCIL  
CONSIDERATION OF LONOAK ROAD SEWER LINE EXTENSION AND  
AUTHORIZATION TO DRAFT EXTRA-TERRITORIAL SERVICE AGREEMENT  
TO PROVIDE SEWER SERVICE TO COLLEGE VILLE PROPERTY  
DECEMBER 13, 2016  
PAGE 3 OF 3**

Staff believes the project would be an important and beneficial investment for the City. Even though the College Ville property is technically outside the City limits at this time, improving the property has been a long-term goal and would alleviate a major blighted and substandard property. In addition, it has the potential to address a portion of agricultural employee housing needs. Providing sewer service to Lonoak Road could also assist in the development of agricultural employee housing at other adjacent properties, further meeting this need.

**COST ANALYSIS:**

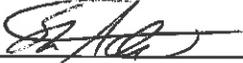
The cost of the City's portion of the work is projected to be up to a maximum of \$80,000, which would be funded from the City's Wastewater Fund. Therefore, an appropriation would be necessary.

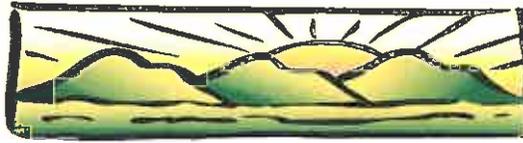
**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Delay action until a specific proposal is made, which would likely result in excavation of the street after resurfacing work is complete;
3. Modify the commitment involved by the City
4. Do not approve any funding for the sewer extension; or
5. Provide other direction to staff.

Approved by: \_\_\_\_\_

  
Steven Adams, City Manager



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

Item No. 9 (H)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF RESOLUTION APPROVING A SIDE LETTER OF AGREEMENT TO THE KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION MEMORANDUM OF UNDERSTANDING**

---

**RECOMMENDATION:**

It is recommended that the City Council adopt a Resolution approving a side letter of agreement to the King City Confidential Employees Association ("KCCEA") Memorandum of Understanding ("MOU") to provide bilingual pay.

**BACKGROUND:**

The City has been expending its provision of bilingual services and materials. In addition, during the last labor negotiations, modifications were made to provide consistency in benefits for KCCEA employees with the SEIU MOU. The purpose of doing this is to avoid the loss of benefits for employees that are promoted to management and confidential positions represented by KCCEA. It was recently identified that KCCEA does not receive the same bilingual pay benefit provided to SEIU.

**DISCUSSION:**

One of the positions recently hired to a KCCEA position is frequently requested to provide bilingual assistance to both the public and in-house staff. As a result, staff recommends this benefit be provided to KCCEA to increase fairness and to recognize the importance of this skill to the City's operations.

**CITY COUNCIL  
CONSIDERATION OF RESOLUTION APPROVING A SIDE LETTER OF  
AGREEMENT TO THE KING CITY CONFIDENTIAL EMPLOYEES  
ASSOCIATION MEMORANDUM OF UNDERSTANDING  
DECEMBER 13, 2016  
PAGE 2 OF 2**

**COST ANALYSIS:**

The total cost of this recommendation for this fiscal year will be \$900. No additional appropriation is necessary.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations;
2. Modify the benefit and adopt the Resolution;
3. Do not approve the additional benefit; or
4. Provide staff other direction.

Prepared and Approved by:



\_\_\_\_\_  
Steven Adams, City Manager

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
APPROVING A SIDE LETTER OF AGREEMENT TO THE KING CITY  
CONFIDENTIAL EMPLOYEES ASSOCIATION  
FY 2015/16 - FY 2017/18 MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the City Council of the City of King ("City") deems it in the best interest of the City to approve a Side Letter of Agreement amending the King City Confidential Employees Association ("KCCEA") current Memorandum of Understanding, which includes modifications to compensation; and

**WHEREAS**, the City Council has determined the City can best serve the public by providing incentives to employees to utilize bilingual skills.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of King that:

1. An amendment to the Memorandum of Understanding ("MOU") with the KCCEA is hereby approved, a copy of said amendment entitled "Side Letter of Agreement, Modification to Memorandum of Understanding" is attached hereto, marked Exhibit "A", and incorporated herein by this reference.
2. This Resolution shall become effective December 14, 2016.

This resolution was passed and adopted this 13<sup>th</sup> day of **December, 2016** by the following vote:

**AYES**, Council Members:

**NAYS**, Council Members:

**ABSENT**, Council Members:

**ABSTAIN**, Council Members:

**APPROVED:**

\_\_\_\_\_  
Robert Cullen, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Shannon Chaffin, Interim City Attorney

**SIDE LETTER OF AGREEMENT  
MODIFICATON TO MEMORANDUM OF UNDERSTANDING**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of King ("City") and the King City Confidential Employees Association ("KCCEA") hereby agree to modify the current Memorandum of Understanding ("MOU") between the City and SEIU as follows:

**ARTICLE II COMPENSATION** shall be amended to add the following provision:

**SECTION 12 - BILINGUAL PAY**

- 12.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
  
- 12.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification for use with public interaction as part of their regular duties.

For City of King:

\_\_\_\_\_  
Steven Adams, City Manager

\_\_\_\_\_  
Date

For the Association:

\_\_\_\_\_  
Paul Hodges, Chief Building Official

\_\_\_\_\_  
Date



Item No. 9 (1)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**  
**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**  
**FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEER**  
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING SERVICES TO UPDATE THE AIRPORT LAYOUT PLAN (AIP 2016 FAA GRANT) FOR MESA DEL REY AIRPORT**

**RECOMMENDATION:**

It is recommended that the City Council: 1) approve the award of contract to Kimley-Horn for the Airport Layout Plan Update with ALP Narrative and Aeronautical Survey in the amount not to exceed \$162,000, and 2) authorize City Manager to execute all necessary documents.

**BACKGROUND:**

On August 30, 2016, Federal Aviation Administration ("**FAA**") offered the City of King a grant to Update to the Airport Layout Plan AIP Grant Number 3-06-0113-012-2016 ("**Project**") for Mesa Del Rey Airport. On September 13, 2016, the City Council accepted the offer and executed the grant agreement. On November 7, 2016, the City released a Request for Qualifications ("**RFQ**"). Only one firm responded to the RFQ.

**DISCUSSION:**

A review panel of two office staff members evaluated the submitted RFQ based on the following evaluation criteria:

- a. Qualifications of the firm and Key Personnel assigned to the project (Worth 40% Scored 35%)
- b. Experience and understanding of the FAA and Airport Improvement Program (AIP) funded projects (Worth 40% Scored 40%)
- c. Current workload and demonstrated ability to meet schedule (Worth 10% Scored 7%)
- d. Project Understanding (Worth 10% Scored 9%)

The RFQ will be presented to the Airport Advisory Committee on Monday December 12, 2016. Staff will provide City Council with an update of the Airport Advisory Committee recommendation prior to the Council meeting.

**CITY COUNCIL  
CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING SERVICES TO  
UPDATE THE AIRPORT LAYOUT PLAN (AIP 2016 FAA GRANT) FOR MESA DEL  
REY AIRPORT  
DECEMBER 13, 2016  
PAGE 2 OF 2**

**ALTERNATIVES**

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Reject the Statement of Qualification and Re-advertise; or
3. Provide staff with other direction.

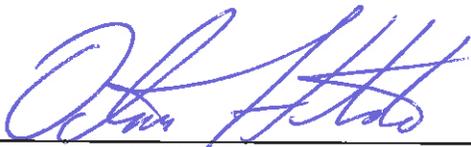
**COST ANALYSIS**

The grant approved by the FAA is a total of \$162,000. Under the FAA guidelines, eligible projects are funded 90%. The City is required to commit matching funds of 5%, which is \$9,000. The other 5% (\$9,000) is funded from the State of California. A separate grant application will be needed to be filed with the State of California for the five (5%) match.

**Exhibits:**

1. Statement of Qualifications from Kimley-Horn

Prepared by:

  
\_\_\_\_\_  
Octavio Hurtado, Harina & Brunetti, City Engineer

Approved by:

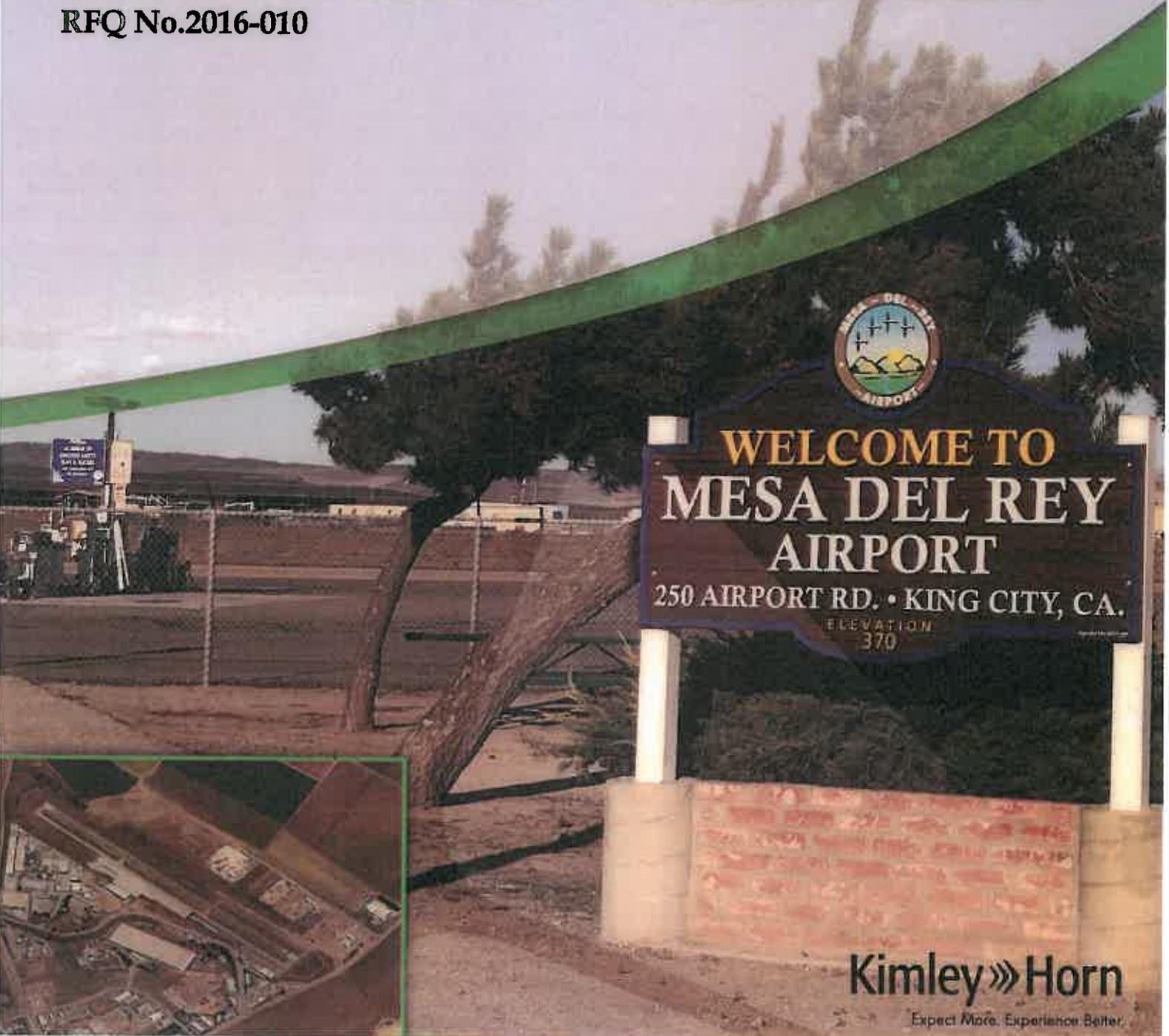
\_\_\_\_\_  
Steven Adams, City Manager



*Qualifications for*

# AIRPORT CONSULTING SERVICES

RFQ No.2016-010



**Kimley»Horn**

Expect More. Experience Better.

# Qualifications for AIRPORT CONSULTING SERVICES

## Cover Letter

November 28, 2016

Mr. Steven Adams  
City Manager/Airport Manager  
City of King  
212 S. Vanderhurst Avenue  
King City, CA 93930

100 W San Fernando Street  
Suite 250  
San Jose, California  
95113  
TEL 669 800 4130

### Re: Request for Qualifications for Airport Consulting Services, RFQ2016-010

Dear Mr. Adams and Members of the Selection Committee:

King City, (City) is looking for the most qualified airport consulting firm to assist in the performance of Federal Aviation Administration (FAA) related planning services, and an update to the Airport Layout Plan at Mesa Del Rey Airport. **Kimley-Horn** is excited about the opportunity to work with the City again. We are confident that you will find that Kimley-Horn is the most qualified airport consultant, and have outlined the following benefits our team brings to this project.

**Local Consulting Experience.** Kimley-Horn's aviation teams in our **San Jose, Salinas, Sacramento, and Orange** offices will be performing the work required for this proposal. Our team has successfully completed projects similar in scope and size at other General Aviation (GA) airports in Northern California and across the country. Our project manager, **Erin Sheelen, AICP, ACE, PMP** is based in our San Jose office. Her support staff includes Principal-in-Charge, **Kevin Flynn**, Technical Advisor, **Pam Keidel-Adams**, Airside Engineer, **Bob Hamilton, P.E.**, and Landside Engineer, **Sean Houck, P.E.** These main players are supported by a talented and strong aviation team, including additional key staff, **Christa Redd**, Environmental and **Praxis Consolidated International, Inc.** (DVBE- and SDVOSB-certified) who will be providing FAA survey services. Our portfolio of completed airport projects range from planning, design, and pavement management to drainage, and environmental-specific projects. Our past experience has enabled us to develop project teams that have consistent track records of exceeding client expectations.

**Dedication to Responsiveness.** We know that a strong commitment to client satisfaction must continue to be the foundation of our external service to you. We accommodate quick turn-arounds, providing you with a schedule and fee immediately upon selection, and will begin as soon as authorized. We are extremely responsive and committed to meeting your deadlines and milestones.

**Providing Exceptional Client Service.** Our key team members have an established relationship with the City. Sean recently assisted the City in a grant application and award for a much-needed interchange study with Caltrans; and Kevin has a history of providing on-call services to the airport. **We have proven local experience and in-house resources to successfully manage the anticipated challenges in your proposed projects.** Our team has substantial experience working with Mesa Del Rey and comparable airports, providing us with the understanding and depth of relationships necessary to coordinate effectively. Our team's blend of national experience, significant regional presence, and dedication to providing the highest level of customer service will make sure projects are completed to your satisfaction, in compliance with FAA requirements, and with the necessary skill and interaction critical to success.

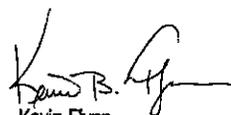


**Familiarity with FAA Guidelines.** Kimley-Horn has over 40 years of airport experience on projects similar in scope and size to Mesa Del Rey Airport. Accordingly, our team has unmatched familiarity with the unique challenges and opportunities you may face related to FAA regulations. We work with FAA staff and guidance on a daily basis and have worked closely with FAA staff to secure approvals on many airport projects with the San Francisco ADO, the Western Pacific Region, and FAA Headquarters.

We genuinely want to continue our relationship as a trusted airport consultant to King City, and pledge to provide prompt, responsive, deadline-driven, and personalized customer service. We thank you for the opportunity to submit this statement of qualifications. If you have any questions or require additional information, please contact me at (669) 800-1985 or [erin.rowett@kimley-horn.com](mailto:erin.rowett@kimley-horn.com).

Sincerely,  
**Kimley-Horn and Associates, Inc.**

  
Erin Sheelen (Rowett), AICP  
Project Manager

  
Kevin Flynn  
Principal-in-Charge

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Qualifications for

# AIRPORT CONSULTING SERVICES

## Firm Description

### Kimley-Horn

**Kimley-Horn** was founded in 1967 by specialists in civil and transportation engineering. Today, Kimley-Horn is a full-service consulting firm offering comprehensive and innovative civil engineering, planning, and environmental engineering services. Nationwide, Kimley-Horn employs 2,800 professional, technical, and support personnel, and serves a wide range of public and private clients in many disciplines. Across all of our practice areas, Kimley-Horn is known for our ability to provide prompt, responsive service and practical, cost-effective solutions. We have a long track record of helping airport sponsors obtain federal and state funding to help finance their airport improvement projects. Since our founding 49 years ago, we have cultivated a primary practice and specialization in the aviation industry.

By listening to our clients and adapting our aviation services to meet the needs of airport owners and operators, we have grown steadily, currently ranking 6th among the top aviation firms in the nation, according to Engineering News-Record.

**We employ more than 100 aviation specialists firmwide,** including project managers, airport planners, designers and system analysts, pavement specialists, drainage engineers, electrical engineers, structural engineers, engineers with expertise in specification development and compilation, environmental scientists, GIS specialists, CADD designers, construction estimators, and construction services administrators. This range of expertise throughout the firm allows the majority of projects to be completed with qualified staff in-house, resulting in streamlined schedules and budgets—which we use to help deliver timely, quality, and cost-effective projects. Our proposed project manager is located in our San Jose/Salinas offices, with additional aviation team resources in California and Arizona.

### Praxis Consolidated International, Inc. – Airports Geographic Information Systems (AGIS) and Survey

Our subconsultant, Praxis Consolidated International, Inc. (Praxis), a privately-owned California corporation with 35 employees, is made up of professional surveyors and engineers with demonstrated competence. They strive to have a well-educated staff with ongoing training, professional licensure, community and professional involvement, wide experience, and current equipment and resources. They are a certified Disabled Veteran Business Enterprise (DVBE, State of California) and a certified Service Disabled Veteran Owned Small Business (SDVOSB, US Small Business Admin).

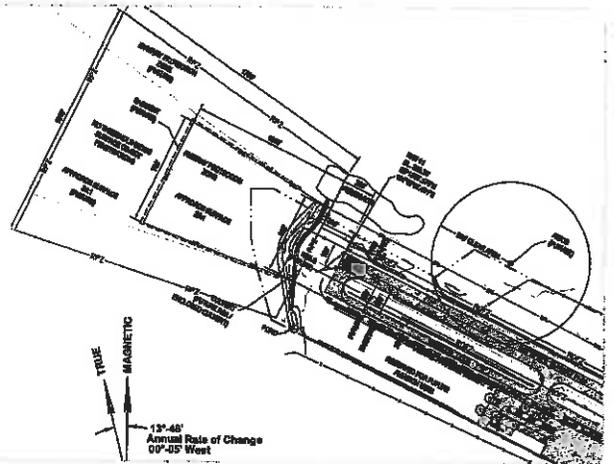
The Praxis office is located in San Luis Obispo and possesses personnel, vehicles, and equipment capable of operating multiple crews

simultaneously. They are equipped with Trimble total stations, data collectors, and GNSS receivers. They prepare mapping and DTM data in AutoCAD Civil 3D. Praxis has successfully performed AGIS surveys throughout California complying with FAA requirements, and their project list includes private development, public facilities, green energy production facilities, public utility projects, pipeline safety enhancement programs, and transportation projects for local and state agencies.

## King City Experience

### Mesa Del Rey (KIC) Airport On-Call Airport Consulting, King City, CA

Kimley-Horn previously provided on-call services to Mesa Del Rey airport under an on-call contract. Responsibilities included coordinating with the FAA, Airport Advisory Committee, and King City to update the forecasts and complete the 2010 Airport Layout Plan (ALP). The approach was two-phased with the first phase including meetings and coordination, update of the forecast, review of the draft ALP, meeting with the FAA, and compiling what needed to be accomplished for final Master Plan Acceptance. Phase II included combining all the pieces into the Final ALP.



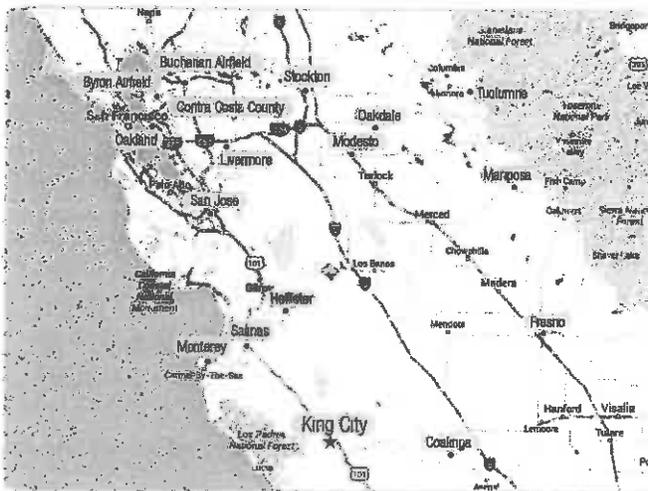
### Transportation Agency for Monterey County (TAMC), Regional Roundabout/ICE Study, Multiple Jurisdictions in Monterey County

Kimley-Horn staff performed a Regional Intersection Control Evaluation (ICE) in Monterey County. The study determined the financial feasibility of constructing roundabouts or traditional intersection controls (stop or signal) using a Life Cycle Benefit/Cost analysis framework. The report evaluated 26 intersections in 11 jurisdictions. Intersections ranged from urban downtown cores in Salinas and Monterey, to rural two lane roads in Carmel Valley. The study considered implementation of mini-roundabouts, high-speed rural roundabouts, high capacity multi-lane arterial roundabouts, to highway interchanges with ramp terminal roundabouts.

# AIRPORT CONSULTING SERVICES

## Local Experience

The map below emphasizes Kimley-Horn's extensive aviation services to nearly 20 airports around the central and bay areas of California, including regional airports, reliever airports, general aviation (GA) airports, major commercial and international airports, and U.S. military bases. Our team members have developed considerable airport design experience for over 40 years in California, Arizona, Nevada, and across the country.



## Recent Experience with Comparable Airport Projects

### Mojave Air and Space Port, FAA Airspace Analysis, Mojave, CA

Kimley-Horn performed an AGIS analysis and an airport airspace analysis survey for vertically-guided operations including FAR Part 77 surface obstruction data on existing Runway 4-22. This data was time-critical to make sure the existing instrument approaches were not decommissioned. Kimley-Horn confirmed that the project met the FAA deadline and maintained strong communication between Kimley-Horn staff, airport staff, and the FAA.

### Norman Y. Mineta San Jose International Airport (SJC) Runway Incursion Mitigation (RIM) Design Standards Analysis, San Jose, CA

Kimley-Horn is preparing the RIM and Design Standards Analysis for SJC. This includes identification of discrepancies and conformity issues, analysis of design options and alternatives, stakeholder outreach, simulation modeling, aeronautical survey and AGIS systems, multiple rounds of FAA submittals, an ALP amendment, and implementation analysis.

### Fresno Yosemite International Airport (FAT) Master Plan Update, Fresno, CA

Kimley-Horn is working closely with the City and the FAA to update the Airport Master Plan as well as an updated ALP drawing set integrating new aeronautical surveying that meets the FAA's requirements for AGIS. The airport has a unique operational environment of GA, corporate, commercial, cargo, forest fire services, police, helicopter, and multiple military branches along with an expanding regional population that must be taken into account for the future development plan.



### Memorial Airfield (34AZ), 2016 Airport Analysis, Gila River, AZ

Kimley-Horn was retained to perform a feasibility study and business analysis for Memorial Airfield to determine the viability of redeveloping the property as an operational airport. The study reviewed the existing on-site aviation infrastructure, as well as aviation facilities within a 45-minute drive time, which included 10 active airports. The region was analyzed for roles within the national and state aviation systems, runway lengths, airspace, services, amenities, development projects, funding levels, and available capacity for based aircraft and operations. The study discussed the different types of management styles that are typically used at airports today, as well as the potential for funding and environmental compliance requirements for property on an Indian Nation. The analysis also reviewed the associated costs to successfully operate a general aviation airport. These costs included Capital Improvement Projects (CIP), management, operations, maintenance, and environmental compliance, as well as the potential impact to nearby residential communities, if airport operations were to resume.

While preservation of existing infrastructure was stressed, a Return on Investment (ROI) analysis on the infrastructure determined that it would not be cost effective for the Indian Community to resume operation of the property as an active airfield.

## **Gainesville Municipal Airport (GLE), Runway Length Analysis, Gainesville, TX**

Kimley-Horn conducted a Runway Length Analysis for GLE based on the recent aircraft activity. The analysis reviewed the length necessary under several operating conditions (wet/dry, hot day/average day, etc), and the aircraft manuals to determine specific runway lengths necessary for the actual aircraft operating at the airport regularly. The analysis also reviewed other facilities and services that may be necessary to handle these aircraft such as hangars, fuel capacity, approaches, FBOs, and pavement strength. The results of the analysis was used by the City to retain and attract users to the airport.

## **Chandler Municipal Airport (CHD) Economic Impact and Financial Analysis, Chandler, AZ**

Kimley-Horn is serving as prime consultant for an Economic Impact and Financial Analysis for CHD. Arizona State University provided technical assistance in the economic modeling for the project. This project calculated the economic benefit of the airport to the city and region. The impact reflects the on-airport contributions, as well as spin-off impacts that result from the airport's operation. Also included was the qualitative impacts of the airport, such as the origins and destinations of significant users, identification of quality of life, and other supporting benefits from the airport. The financial analysis evaluated the ability of the airport to be financially self-sustaining and support the City's economic development goals. The economic impact analysis was presented to a City Council work session to provide data in considering the airport's budgetary needs and the value of the airport as a city and regional asset.

## **Florida Department of Transportation (FDOT) Master Plan Guidebook Update, Florida**

Kimley-Horn updated the FDOT Guidebook for Airport Master Planning for GA and commercial airports, as a result of changes to various FAA rules and regulations and other regulatory guidance. Another goal was to improve the guidebook's overall function and usability and to clearly



describe the current requirements while still allowing for flexibility in addressing those requirements. The Guidebook's purpose is to provide guidance to airport sponsors, operators, and consultants in the development, preparation, and use of airport master plans and ALP Updates in Florida, and is the standard by which all airport master plans are produced.

## **Denton Enterprise Airport (DTO) Master Plan and Environmental Assessment, Denton, TX**

Through a contract from the Texas DOT Aviation Division, Kimley-Horn was selected to lead the development of the Master Plan and several related supplemental tasks for DTO. An evolving reliever airport to Dallas Fort Worth International Airport, DTO is located north of Dallas, in a fast-growing suburb. The primary issue for the Master Plan was justification of a parallel runway to support the increasing flight training needs, as well as the large amount of corporate activity occurring due to the airport's location in the Metroplex. In addition to traditional master planning tasks, the project included separate plans for drainage, transportation, and water/wastewater, specifically focused on the impacts that would result from the new runway.

Kimley-Horn conducted an Environmental Assessment (EA) for the new runway. The EA was conducted concurrently with the master plan once the recommendations were finalized. The primary issues addressed in the EA included the floodplain and related water issues, as well as noise, air quality, and land use compatibility.



## **Mena Intermountain Municipal Airport (MEZ) Master Plan, Mena, AR**

The plan's primary objective is to produce a comprehensive planning guide for the continued development of a safe, efficient, and environmentally compatible aviation facility that meets the needs and objectives of the City of Mena, airport users and tenants, and the surrounding airport service area. The airport is home to 18 businesses that employ more than 300 people in the maintenance and repair of aircraft. These tenants are the majority of the activity at the airport, with limited operations and based aircraft due to the nature of the businesses.

The primary FAA concern is design standards, due to the crossing runways and the location of buildings in the Runway Visibility Zone (RVZ), creating potential line of sight issues. An airport tenant meeting and online pilot survey were conducted to ascertain data on airfield and landside facility needs and issues. The project was phased to obtain FAA review and input of the identified facility requirements and evaluation of the design standards prior to finalizing the alternatives analysis and recommended development plan.

# Qualifications for AIRPORT CONSULTING SERVICES

Kimley-Horn examined the current two-runway system and the RVZ, then analyzed alternatives to resolve the RVZ issue with FAA. Kimley-Horn also evaluated potential Modification of Standards (MOS) for the runway to taxiway separation and assisted in their development and coordination with the FAA for approval.

This project included aerial photogrammetry to meet FAA's AC 150/5300-16, 17, and 18 standards. The photogrammetry was used to establish baseline information for the ALP set and airspace obstruction analyses. Kimley-Horn provided primary assistance with development of the ALP set, including use of Obstacle Surface Planner software to evaluate potential obstructions.

## **Tombstone Municipal Airport (P29) Layout Plan Update with Narrative, Tombstone, AZ**

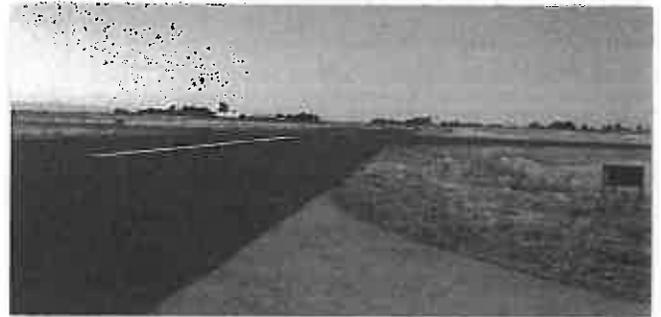
Kimley-Horn is preparing an ALP Update with Narrative for the Tombstone Municipal Airport. While not a full Master Plan, the ALP Update with Narrative describes a detailed inventory of existing conditions at the Airport, identifies 5, 10, and 20-year forecasts of aviation demand, details existing and future facility needs and development alternatives for those facilities, culminating in an update of the ALP drawings. The airport is unique in that it is located in a rural setting, yet serves a community that receives a significant amount of tourism. While the Airport currently experiences a relatively low level of activity, the ALP Update with Narrative identifies improvements and facilities that would potentially increase the use of the airport by both existing users and transient aircraft operators.

## **Nampa Municipal Airport (MAN) Master Plan Update Services, Nampa, ID**

Kimley-Horn completed the Master Plan Update for MAN. Our services included inventory, forecasting, facilities requirements, concept alternatives, CIP development, environmental review, and financial services. Additionally, this plan focused on capacity issues at the airport and the landside issues involved with the roads and intersections confining the airport site. Extensive public involvement was initiated during the plan so that the community was made aware of the potential airport development. The plan included a two-day strategic workshop performed immediately prior to the Master Plan initiation aimed at re-establishing an airport vision and mission statement that assisted to create the plan's goals and objectives.

## **Rio Vista Municipal Airport, Preparation of Airport Pavement Management Plan (PMP), Drainage and Electrical Plan, Rio Vista, CA**

Kimley-Horn was selected to provide services for Rio Vista Municipal Airport. Services included a drainage study; development of a pavement maintenance system and plan; electrical and navigation aid plan, as well as grant administration. Kimley-Horn has helped secure FAA and Caltrans grants as well as managed the Airport CIP (ACIP).



## **Hollister Municipal Airport (CVH) Planning, Design, and Construction Management Services for Airport Improvements, Hollister, CA**

Kimley-Horn is providing on-call services for CVH. Task orders have involved enhancing the runway safety area by modifying the drainage channel and associated head walls and inlets adjacent to the runway and reconstructing 3,690 feet of Runway 13/31. Kimley-Horn is also handling their grant administration including grant applications, environmental documentation, and ACIP planning.

## **Salinas Municipal Airport (SNS) On-Call, Salinas, CA**

Kimley-Horn was selected by SNS to provide multi-year on-call services. These services include updating the ALP, airfield and landside design, and the subsequent construction phase services. Two of the recent projects consisted of the realignment of the parallel taxiway



# Qualifications for AIRPORT CONSULTING SERVICES

(Taxiway B – Phase 1 and Phase 2) with the associated reconstruction of several connecting taxiways. The Phase 1 project was designed and constructed with an expedited design schedule to avail of ARRA funding. Kimley-Horn is now assisting with CM services following the design of the Electrical Improvements for the Precision Approach Path Indicator (PAPI), Runway End Identifier Lights (REILs), signage, and LED lighting.

## **Monterey Peninsula Airport (MRY) Runway Safety Area (RSA) Project, Monterey, CA**

Kimley-Horn completed the initial planning study and subsequent preliminary and final design for the \$50M RSA project at MRY. For the environmental phase Kimley-Horn teamed on the preparation of the NEPA/CEQA documents for the project. Construction bids were received early 2014, with construction scheduled to be completed by the congressionally mandated completion date of Dec 31, 2015. Kimley-Horn was tasked with providing the construction administration for the almost two-year construction window. A delivery strategy, developed by Kimley-Horn, included performing the site clearing as an up-front, stand alone, and separately bid project which enabled the heavy civil work needed to alleviate impacts from environmental constraints.



The main work items for the project included: grading and drainage; a Caltrans highway modification; shifting the runway to the east to take advantage of reusing the existing Medium-Intensity Approach Lighting System (MALSF) towers while limiting the reduction to the overall runway length; relocating FAA Navigational Aids (NAVAIDs) including the glide slope and PAPI's; installing a counterpoise platform to the 10R Landing System Locator (LOC) to mitigate signal adjustments that were applied to the LOC to counter non-standard RSA and grading; installing Engineered Materials Arrestor System (EMAS) to both Runways 10R and 28L; SWPPP measures which incorporated interim and final landscaping and irrigation, meeting the strict environmental restrictions from the EA/EIR process of using only native landscaping cultivated from taken species; mitigating

cultural resources found within the project footprint; and a significant amount of cut/fill using a combination of Soil Nailing and Mechanically Stabilized Earth (MSE) retaining walls. In spite of numerous obstacles, the project was successfully completed on time and within budget, and is a signature project for both the airport and all line-of-business of the FAA. An added benefit was the Instrument Landing System (ILS) signal broadcast area improvements resulting from the RSA grading corrections. Because of these improvements the airport now has the possibility of taking the next step in reducing minimums and attaining CAT II Approach Operations on Type I ILS (CAT II Special). An improvement that the Board of Supervisors, as well as airport staff are eager to utilize.

## **Modesto City-County Airport (MOD) On-Call, Modesto, CA**

In 2015, Kimley-Horn was re-selected by the City of Modesto to continue providing multi-year on-call services for MOD. As part of the on-call services Kimley-Horn has designed two apron rehabilitation projects the Northwest Apron Rehabilitation project and the West Apron Reconstruction, Runway Shoulder Rehabilitation, and Perimeter Fence project.



The West Apron Reconstruction, Runway Shoulder Rehabilitation, and Perimeter Fence project entails the reconstruction of approximately 11,500 square yards of GA asphalt ramp, rehabilitation of the primary runway shoulders, and the replacement of over 8,000 linear feet of perimeter fence. A cost benefit analysis performed for the west apron portion lead to a design incorporating full-depth reconstruction verses a partial rehabilitation (mill & overlay). Other items for the project included one panel width of Portland Cement Concrete pavement directly adjacent to the hangers to facilitate effective surface runoff drainage directed away from the buildings; cement-treatment of the subgrade to provide for a stable platform for the remaining pavement section; the replacement of the existing slot-drains with an aircraft rated trench drain system that is easier to maintain; and milling of the existing asphalt pavement as the method stipulated for asphalt

# Qualifications for AIRPORT CONSULTING SERVICES

pavement removal to take advantage of incorporating the millings into airport maintenance and avoid exporting off-site. All of this work was phased to minimize disruption to the tenants and other airports.

## San Jose International Airport (SJC) Pavement Management System, San Jose, CA

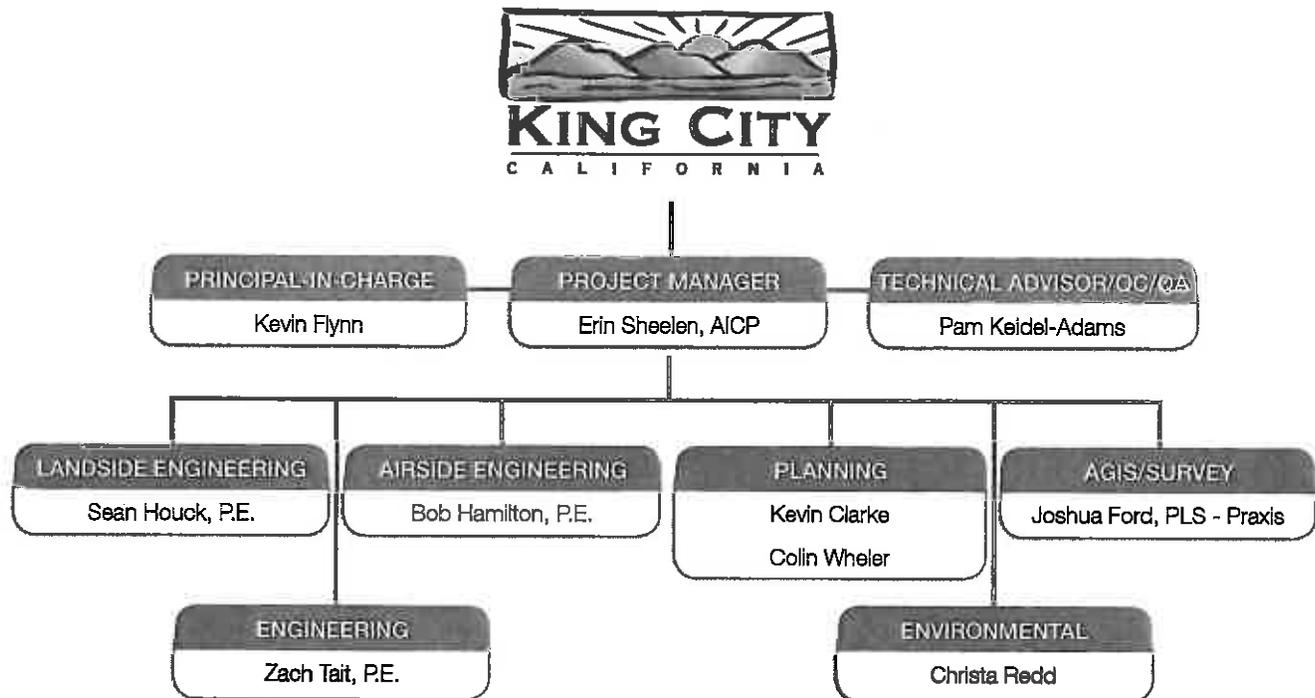
Kimley-Horn developed a pavement management system for SJC's airside pavements in 2011 and was recently selected in 2016 to complete the updates to the Airfield Pavement Maintenance Plan. Development of the pavement management system was divided into two phases. Phase I of the project included records research, development of the airside network definition, conducting Pavement Condition Index (PCI) surveys, development of the MicroPAVER database, determination of current and predicted PCI values, and a summary report. Specific objectives of Phase II included customization of the MicroPAVER database, MicroPAVER data analysis, development of a usable five-year

CIP including maintenance recommendations, GIS integration, final report, executive summary, and a presentation of findings and recommendations to the staff and management of the Airport. Kimley-Horn also provided training to the airport staff on this system.



## Key Personnel

When you choose a consultant, you are choosing the people who offer you the technical expertise, hands-on experience with similar projects, and commitment to a high standard of quality and client service that will make your projects as successful as you have envisioned. We have given careful consideration to the composition of our team. The organization chart below highlights our proposed team member's responsibilities. **Erin Sheelen, AICP**, will be the Project Manager and the primary contact for the City. **Kevin Flynn** will serve as Principal-in-Charge, and **Pam Keidel-Adams** will serve as Technical Advisor and Quality Control/Quality Assurance (QC/QA) Lead. Our subconsultant **Praxis** will provide both land and air survey. Find out more about our team on the following pages.



# Qualifications for AIRPORT CONSULTING SERVICES



## **Erin Sheelen, AICP - Project Manager**

Erin has more than a decade of experience in the aviation industry. As an airport planner and program manager, she has been involved in the planning of airports, including master/system plans, business planning, sustainability, adherence to FAA design standards, cost estimations, environmental requirements, FAA AGIS, and the coordination/management of design and construction inspection projects. Erin has completed grant administration for planning, design, and construction projects, including the development of ACIP.

### **Relevant Experience**

- Mojave Air and Space Port, FAA Airspace Analysis, Mojave, CA
- San Jose International Airport Runway Incursion Mitigation (RIM) Study, San Jose, CA
- Fresno Yosemite International Airport Master Plan Update, Fresno, CA
- Memorial Airfield 2016 Airport Analysis, Gila River, AZ
- Chandler Municipal Airport Feasibility Study, Chandler, AZ
- Florida DOT Master Plan Guidebook Update, Florida
- City of Rio Vista, Preparation of PMMP, Rio Vista, CA
- San Jose International Airport, Preparation of Pavement Management System, San Jose, CA

### **PROFESSIONAL CREDENTIALS**

*Bachelor of Science, Aviation Business Administration, Embry-Riddle Aeronautical University*

*American Institute of Certified Planners (AICP) #266873*

*Airport Certified Employee (ACE)*

*Project Management Professional (PMP) #1878837*

*American Association of Airport Executives (AAAE), Certified Member*



## **Kevin Flynn - Principal-in-Charge**

Kevin has 24 years of experience in the aviation industry, including 10 years with the FAA, Airports Division, where as a supervisor he directed all activities for a section of the FAA engineers managing Airport Improvement and Passenger Facility Charge Programs and the associated capital improvements for 59 airports, giving him significant experience with airport compliance, land use, eligibility, and creative funding strategies, as well as analyzing and processing airspace evaluations in accordance with FAR, Part 77. Kevin served as the regional FAA lead for the National RSA Program and maintains an excellent working relationship with the FAA and numerous state aeronautics departments. He is also very experienced with FAA/state aeronautics grant application coordination and administration.

### **Relevant Experience**

- King City On-Call Airport Consulting for Mesa Del Rey Airport, King City, CA
- Hollister Municipal Airport Planning, Design, and CM Services for Airport Improvements, Hollister, CA
- Salinas Municipal Airport On-Call, Salinas, CA
- Monterey Peninsula Airport RSA Project, Monterey, CA
- Dunsmuir Municipal Airport Five-Year Engineering, Dunsmuir, CA
- Gustine Municipal Airport Five Year On-Call Consulting, Gustine, CA
- Livermore On-Call Consulting Services, Livermore, CA
- Modesto City-County Airport, On-Call Design/CM Services, Modesto, CA

### **PROFESSIONAL CREDENTIALS**

*Bachelor of Science, Civil Engineering, University of Massachusetts, Amherst*

# Qualifications for AIRPORT CONSULTING SERVICES



## **Pam Keidel-Adams – Technical Advisor/QC/QA**

With 26 years of aviation experience, Pam's areas of expertise include master planning, activity forecasting, public and stakeholder outreach, airport development, database management tools, aviation system planning, economic impact analysis, air service evaluations, and project management. She has led more than 40 airport or system planning assignments across the U.S., as well as several international aviation planning assignments. Pam also serves the aviation industry directly through her participation in the Transportation Research Board (TRB) and Airport Cooperative Research Program (ACRP).

### **PROFESSIONAL CREDENTIALS**

*Bachelor of Science, Urban Administration, University of Cincinnati*

*Airport Consultants Council (ACC)*

*Transportation Research Board (TRB)*

### **Relevant Experience**

- Fresno Yosemite International Airport Master Plan Update, Fresno, CA
- Gainesville Municipal Airport, 2016 Airport Analysis, Gainesville, TX
- Chandler Municipal Airport Economic Impact and Financial Analysis, Chandler, AZ
- Florida DOT Master Plan Guidebook Update, Florida
- Arizona DOT, Airport Pavement Management System (APMS), Statewide, AZ
- Denton Enterprise Airport Master Planning - TxDOT Aviation, Denton, TX
- Mena Intermountain Municipal Airport Master Plan, Mena, AZ
- Tombstone Airport ALP Update with Narrative, Tombstone, AZ
- Flagstaff Airport Sustainability Master Plan, Flagstaff, AZ



## **Sean Houck, P.E. – Landside Engineering**

Sean is a principal engineer with 20 years of experience in the development and delivery of transportation projects for state and local agencies throughout California. His experience includes the preparation of feasibility studies, intersection control evaluations, project initiation documents, project assessment and environmental documents, construction documents, and construction administration and support. Project experience includes the planning and design of urban highway interchanges, urban arterials and collectors, road diet and complete street projects, conventional highways, as well as rail and transit facilities. In addition to traditional civil roadway design, Sean has over 13 years of experience in the planning and design of mini, single lane, and multilane roundabouts in Caltrans Districts 3, 4, 5, and 6.

### **PROFESSIONAL CREDENTIALS**

*Master of Science, Civil Engineering, CSU Long Beach*

*Bachelor of Science, Civil Engineering, CSU Long Beach*

*Professional Engineer in California #C59500*

### **Relevant Experience**

- TAMC Regional Roundabout/ICE Study, Multiple jurisdictions in Monterey County
- San Luis Obispo Council of Governments, SR-227 Corridor Study
- Holman Highway SR-68/Highway 1 Feasibility Study and ICE 2\*
- SR-68 Corridor Scenic Highway Study\*
- Beach Road at Del Monte Boulevard, Marina, CA \*
- ICE and roundabout design Caltrans, 26 locations throughout California, including Monterey County\*

\*Projects prior to joining Kimley-Horn

# Qualifications for AIRPORT CONSULTING SERVICES



## **Bob Hamilton, P.E. – Airside Engineering**

Bob is a professional engineer with 10 years of experience exclusively in the aviation field. He regularly handles both aviation design and on-site construction administration for a myriad of aviation projects. Bob has design experience in runway and taxiway extension projects, pavement rehabilitation projects, and EMAS runway safety area projects. His role in construction administration duties includes close coordination with the airport and contractor regarding quality of construction, specification and plan adherence, and payment and quantity tracking.

### **Relevant Experience**

- Mesa Del Rey Airport On-Call Airport Consulting, King City, CA
- San Jose International Airport Runway Incursion Mitigation (RIM) Study, San Jose, CA
- Hollister Municipal Airport Planning, Design, and CM Services for Airport Improvements, Hollister, CA
- Salinas Municipal Airport On-Call, Salinas, CA
- City of Rio Vista, Preparation of PMMP, Rio Vista, CA
- San Jose International Airport, Preparation of Pavement Management System, San Jose, CA
- Monterey Peninsula Airport, Consulting Services (CIP and RSA of Runway 10R/28L), Monterey, CA

### **PROFESSIONAL CREDENTIALS**

*Bachelor of Science, Civil Engineering, Northeastern University*

*Professional Engineer in California #76981 and Nevada #021199*



## **Christa Redd – Environmental**

Christa has more than 17 years of experience providing environmental documentation for transportation projects involving Caltrans and the Federal Highway Administration (FHWA). Her work has included both CEQA and NEPA analysis for highways, interchanges, bridges, local arterials, and bicycle and pedestrian facilities. She is well versed in the Local Assistance Procedures Manual, as well as the Caltrans Standard Environmental Reference for the most recent guidance on CEQA/NEPA projects. Her experience on joint documents, for both local assistance and for Caltrans lead projects, has included Caltrans Districts 1, 3, 4, 5, 6, 8, 10, and 12.

### **Relevant Experience**

- City of Rio Vista, Preparation of PMMP, and Drainage and Electrical Improvements, Rio Vista, CA
- I-15/SR-79 Southern Interchange Environmental Re-Validation Improvement Project, Temecula, CA
- Grapevine Specific and Community Plan EIR, Kern County, CA
- Regional Transportation System Enhancements Project (RTSEP), San Rafael, CA
- SR-57/Lambert Road Interchange Improvement Project aka CEQA/NEPA Analysis, Brea, CA
- Truckee River Watershed CEQA Consult, Middle Truckee and Upper Little Truckee Watersheds Restoration Project, Truckee, CA

### **PROFESSIONAL CREDENTIALS**

*Master of Science, Environmental and Natural Resource Sciences, University of Nevada, Reno*

*Bachelor of Science, Environmental Science, Minor in Geosciences, Oregon State University*

*Certificate, Land Use and Environmental Planning, University of California, Davis Extension*

*National Association of Environmental Professionals, Member*

# Qualifications for AIRPORT CONSULTING SERVICES



## **Kevin Clarke – Senior Planner**

Kevin brings 24 years of airport and transportation planning experience for both the public and private sectors. While having worked with GA and commercial service airports both domestically and in South America, he also has experience planning facilities surrounding the airport environs including transportation corridors and campus developments. He has a solid working knowledge of the planning and design criteria mandated by the FAA and current industry practices. His project experience includes airport master plans, feasibility studies, space planning, airspace analysis, site selection, land acquisition, NEPA documentation and more.

### **PROFESSIONAL CREDENTIALS**

*Bachelor of Science, Aviation Management, Florida Institute of Technology*

### **Relevant Experience**

- Fresno Yosemite International Airport Master Plan Update, Fresno, CA
- Florida DOT Master Plan Guidebook Update, Florida
- Bentonville Municipal Airport, Master Plan Update, Bentonville, AK
- Mena Intermountain Municipal Airport Master Plan Update, Mena, AZ
- Tombstone Airport Master Plan, Tombstone, AZ
- Washington State DOT Aviation System Plan Update, Washington
- Mar de Cortes International Airport, Air Travel Market Study, Perto Penasco, Mexico



## **Colin Wheeler – Planner**

Colin has eight years of professional planning experience, including five years as an aviation planner. He has worked on several commercial and general aviation airport master plans, aviation-related studies, airside and landside improvement projects, as well as environmental documents adhering to NEPA guidelines. Colin's specific areas of expertise include statistical analysis, forecasts of aviation demand, and air service improvements.

### **Relevant Experience**

- Gainesville Municipal Airport, 2016 Airport Analysis, Gainesville, TX
- Chandler Municipal Airport Economic Impact and Financial Analysis, Chandler, AZ
- Florida DOT Master Plan Guidebook Update, Florida
- San Diego Department of Aviation, McClellan-Palomar Airport Master Plan, Carlsbad, CA
- Mena Intermountain Municipal Airport Master Plan Update, Mena, AZ
- Tombstone Airport Master Plan, Tombstone, AZ
- Washington State DOT Aviation System Plan Update, Statewide, WA
- Flagstaff Airport Sustainability Master Plan, Flagstaff, AZ
- Washington State DOT Aviation System Plan Update, Washington

### **PROFESSIONAL CREDENTIALS**

*Master, Urban and Regional Planning, University of Minnesota-Twin Cities*

*Bachelor of Arts, History, University of St. Thomas*

# Qualifications for AIRPORT CONSULTING SERVICES



## Zach Tait, P.E. – Engineering

Zach's experience includes more than 10 years of airside design and planning, landside design, automated people mover experience, pavement design, utility design and coordination, and airport security projects. His airside design experience includes aprons, runways, taxiways, pavement design, grading and drainage, hangar site development, and fencing and security projects. His landside design experience includes roadway and parking lot design, bus path design, and site development for electrical and utility facilities. Additionally, he's provided CM and resident engineering services on numerous projects.

### PROFESSIONAL CREDENTIALS

*Bachelor of Science, Civil Engineering, Northern Arizona University*

*Professional Engineer in California (#C82940) and Arizona (#50473)*

*American Society of Civil Engineers, Member*

### Relevant Experience

- Sacramento County Department of Airports, Consulting Engineering Services, Sacramento, CA
- Sacramento International Airport Taxiway G and West Apron Rehabilitation, Sacramento, CA
- Oakland International Airport, RSA Design North Field, Oakland, CA
- Flagstaff Airport, Taxiway A Construction Administration, Flagstaff, AZ
- Grand Canyon Airport On-Call, Tusayan, AZ
- Mesa Falcon Field Airport Design, Mesa, AZ
- Eloy Municipal Airport Runway Obstructions, Eloy, AZ
- Telluride Regional Airport, Run-up Apron and Deicing Pad, Telluride, CO



## Joshua Ford, PLS (Praxis) – AGIS/Survey

Joshua has more than 10 years of experience in the surveying and mapping industry in both private, public, and military sectors. He has managed a variety of small and large topographic, boundary, control and GIS projects throughout California. He has extensive experience in FAA regulated surveys and GIS projects.

### Relevant Experience

- San Luis Obispo Regional Airport FAA Airport Property Map
- Twenty-nine Palm Airport FAA Airspace/Obstruction Survey
- Truckee-Tahoe Airport Boundary Survey and Land Record Research
- San Luis Obispo Regional Airport FAA Airports GIS Survey
- City of Morro Bay Control Network

### PROFESSIONAL CREDENTIALS

*Bachelor of Science, Geomatics Engineering, CSU, Fresno*

*Professional Land Surveyor #9078, California and #23390, Nevada*

*California Land Surveyors Association, Member*

# Qualifications for AIRPORT CONSULTING SERVICES

## Project Approach

Kimley-Horn's overall approach to projects is based on the following important principles:

1. **Act as an Extension of the City's Staff.** Our team will approach the project as an extension of City staff. We can anticipate and address questions from the FAA, Caltrans, the City Council, and the local airport community, in order to minimize constraints on staff's time and resources. We will approach the project from the perspective of making sure targeted and efficient design solutions will be beneficial to the Airport, FAA, and the airport users alike.
2. **Think Big Picture.** We look beyond just one project towards the ultimate goal the City has for the Airport. Our planning will provide a CIP that is realistic and implementable. Proposed development will incorporate economical design with strategic phasing to make full use of the available funding.
3. **Be Creative.** We will look for creative alternatives and present them to the City. We will come up with feasible design options and think creatively to discover solutions that may not be obvious.
4. **Provide Outreach Support.** Outreach to the airport users, community, Caltrans, the FAA, and Council can be just as important as the plan of a project. We will tailor our work product so that staff feels comfortable presenting and supporting the project under the review of the City, the FAA, and/or the airport community.

## Airport Layout Plan Update

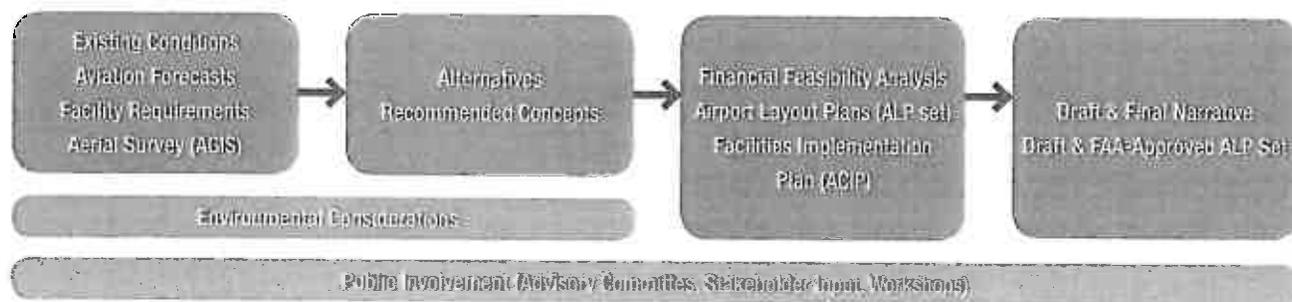
The below graphic outlines the basic process for an Airport Layout Plan (ALP), which would be fully developed and refined with King City through a formal scoping process by Kimley-Horn, upon selection, to make certain that all City concerns and opportunities are addressed.

In order to **maximize available funds**, the ALP effort will focus on providing updates to the previous plan where necessary, with a primary focus on determining a realistic future for Mesa Del Rey Airport. There have been changes to the industry, such as activity levels and types of aircraft that should be addressed to determine the path of the Airport. Desired projects will be reviewed to determine feasibility, including funding availability, and shown on the ALP drawing set. The information from the update could be utilized by Monterey County in their current effort to update the Airport Compatible Land Use Plan (CLUP).

The **initial steps of an ALP** include reviewing the existing conditions and environmental setting, completing the Aerial Survey as part of AGIS, and developing aviation activity forecasts. The existing airport conditions will then be compared to the forecasted demand, State and Federal design standards, and the needs and desires of the City and airport users. This analysis will provide a set of facility requirements, from which alternative development options are crafted. Following an evaluation of these alternatives, a Recommended Development Plan (RDP) is drafted. This plan is then further evaluated to certify that it is financially feasible and reviewed by the FAA. Once final approval is given, it is represented on the ALP, which is formally reviewed by the FAA.

**Stakeholder involvement** is key throughout the ALP process to gain valuable insight from the users and community, as well as to make sure the final development plan is supported. This effort would also include coordination with the FAA and Caltrans at the start of the project to establish consensus on the general plan for the Airport. The specifics of the stakeholder involvement program will be refined during the scoping of the project, but may include an advisory committee and public informational workshops.

## Airport Layout Plan Update Process



# AIRPORT CONSULTING SERVICES

**Based on discussions with the City and our team's industry experience, a few key topics are expected to be addressed as part of the ALP Update at Mesa Del Rey:**

## Design Standards

The airport's **Airport Reference Code (ARC)** is currently B-II, which impacts a variety of design standards at the Airport such as runway length and width and separation distances between features. The forecasting effort would review the existing aircraft regularly operating at Mesa Del Rey and determine if a B-II classification is still appropriate for the activity and desire of the airport's future. This effort would also help provide guidance on the type of services and amenities the Airport would offer to attract the appropriate pilots and users.



A-I - Piper Cherokee (PA28)

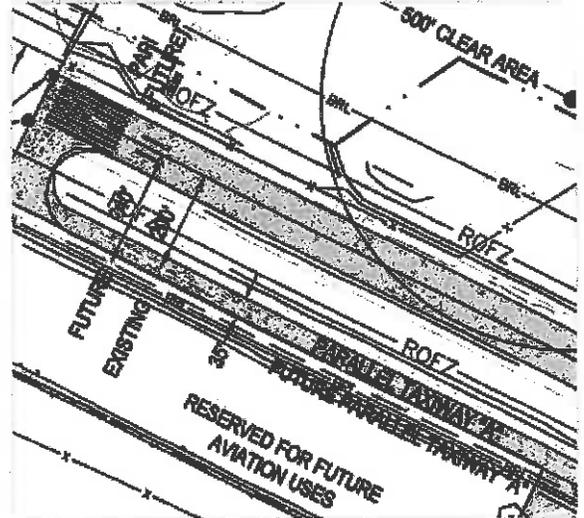


B-I - Cessna 182 Skylane

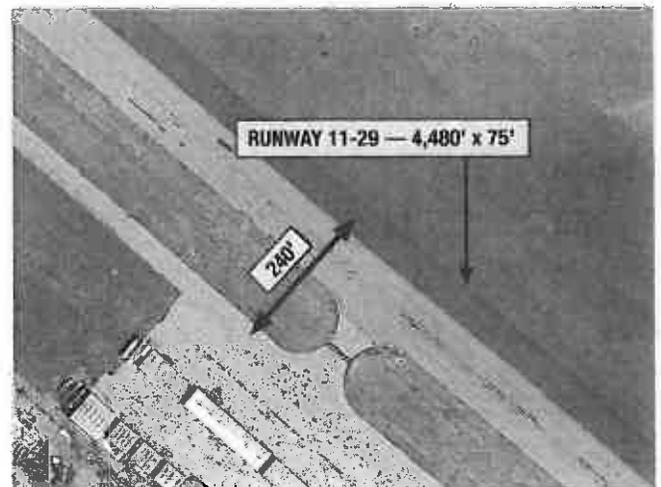


B-II - Cessna Citation CJ2

**Pavement**, while the heart of an airfield, is the costliest piece of infrastructure to construct and maintain at an airport. The existing **runway width** is 100-feet, while the FAA design standards only recommend 75-feet for a B-II airport with visual approach capabilities. The ALP Update will address the implications to operational safety and maintenance costs of either maintaining the existing width or reducing it to FAA standards.



Currently the 200 foot **separation distance** between the runway and Taxiway A does not meet the FAA standards for ARC B-I aircraft of 225 feet, nor B-II aircraft for 240 feet. The ALP Update will review potential alternatives that will allow for proper separation. One such alternative may include reducing the runway width and shifting the runway centerline to the east during a future runway reconstruction project. This could allow for adequate separation that would not impact the existing hangars on the west side of the airfield.



## FAA Advisory Circular 150/5300-13A

The changes to the FAA Advisory Circular 150/5300-13A, implemented in 2012, created the new taxiway design classifications and established new criteria on **taxiway geometry** to improve safety and reduce the potential of runway incursions. One such concern for Mesa Del Rey is the direct access between the runway and apron areas which is now discouraged. Kimley-Horn will work with the City and FAA to identify reasonable mitigation measures which may include physical modification, enhanced marking, additional lighting, or some combination thereof.



Additionally, the currently listed **pavement strength** of 12,500 pounds and **pavement conditions** will be reviewed. The City has had requests from slightly heavier aircraft to operate occasionally at the airport, but are not able to accommodate due to the listed maximum pavement

strength. Kimley-Horn will work with the City to investigate through a document search why 12,500 pounds is listed, which may have an impact on future activity levels. As Mesa Del Rey is included in the upcoming Caltrans Pavement Maintenance Management Plan (PMMP), this ALP effort would not include a formal pavement condition investigation and development of Pavement Condition Indexes (PCIs).

## FAA Standard Operating Procedures (SOPs)

The FAA's SOP 2.00 Airport Layout Plans and SOP 3.00 Exhibit A Property Inventory Maps (2013), are now being used as checklists in reviewing the planning products. Kimley-Horn will use these SOPs in the scoping process to make sure that the FAA is in agreement with what is and what is not included in the final ALP Update products.

## Instrument Approach

**NextGEN** Our staff understands there may be airport needs and opportunities beyond FAA and State standards. While King City typically has clear weather, airport users have expressed the desire to pursue an **Instrument Approach Procedure (IAP)**. A GPS approach would provide enhanced navigation to pilots in all weather conditions without the extensive and costly infrastructure requirements of other traditional approaches. With the advent of new technology and GPS based approach procedures, the

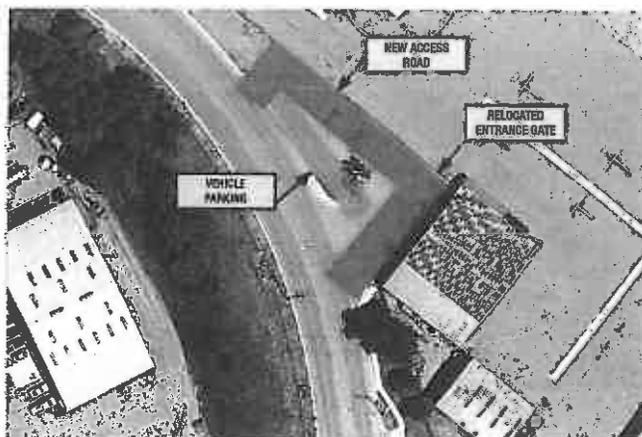
ability of implementing a non-precision GPS approach into the airport will be evaluated. Establishing an instrument approach procedure will have implications to several FAA separation and airspace protection standards which will also need to be evaluated. One concern is compatible land use within the Runway Protection Zone (RPZ) which may increase in size. Kimley-Horn would work with the City, airport users, and FAA to determine the best approach and visibility minimums based on the conditions at the Airport.

## Other Development Projects

As part of the ALP Update and additional potential development projects, based on the current needs and safety of the users, may be reviewed, such as lighting and vehicle entrances. Airport staff and users have noted that there is no lighting surrounding the aircraft hangars and entrance gate. During the ALP Update, a review of the existing **security features** compared to 2004 TSA Security Recommendations for General Aviation Airports will be conducted. One recommendation would be to provide flood lighting in these areas. This not only increases the ability for airport tenants to operate safely at night, it also increases the overall security of the airfield.

The need and potential location of future aviation development, such as **helipads or additional hangars**, can be reviewed as part of the ALP Update in relation to the best use of the existing property and other facility needs.

Additionally, the **airfield access** for tenants is a padlocked chain link gate off Airport Road. The driveway only allows for one vehicle to be staged while manually opening the gate. This requires additional vehicles waiting to enter to sit on Airport Road, blocking traffic. The ALP will review potential locations and configurations for an automated gate with adequate vehicle staging area and parking spaces. A potential configuration is shown in the figure below.



# Qualifications for AIRPORT CONSULTING SERVICES



While the PAPIs and REILs were recently upgraded, the runway lighting is in need of new **transformers and cabling**, as they are at the end of their useful life. By documenting and providing justification for this project in the ALP, the City can seek FAA and Caltrans funding for a future development project.

## Airports Geographic Information Systems (AGIS)

The FAA will require a certain level of AGIS effort, which would be completed as part of an ALP Update. This aerial survey will provide the base mapping for the ALP drawing set, the data for the airspace obstruction evaluation, and provide the FAA safety critical data. This AGIS data can also be used in the City's GIS program to assist the City and public in visualizing data. Our subconsultant, **Praxis Consolidated International, Inc.**, will be completing the aerial survey and geodetic control, as required.

Mesa Del Rey does not currently have Primary or Secondary Airport Control Stations (PACS/SACS). Based on our similar experience, the FAA will not fund the establishment of permanent PACS/SACS at airports such as Mesa Del Rey due to the high cost involved. As such, the Kimley-Horn Team will work with the FAA to approve the setting of Temporary Geodetic Controls through FAA AC 5300-16A for the required AGIS effort.



## Financial Feasibility Analysis

The ALP Update will review the **current funding sources and airports fees** to determine if the City is maximizing its available resources. Mesa Del Rey is eligible for Non-Primary Entitlements (NPE) from the FAA, Caltrans State Matching Grants, Annual Credits, and Acquisition and Development Grants, and possibly other alternative funding sources such as Historic Preservation Grants for the World War II hangars. A multi-year project schedule and funding strategy must be reviewed and implemented in order to make best use of these funding sources over the next few years while still being able to provide the local match.

The ALP may also include an informal review of **current market rates** for tiedowns, fuel, and hangars at other airports within the service area as well as research procedures for collecting tiedown fees from transient pilots at unsupervised airports through discussions with other local airport managers.

## Knowledge of FAA Regulations, Policies, and Procedures

A significant number of projects completed by our aviation group are funded by FAA Airport Improvement Program Grants; a large percentage of those have been within the Western-Pacific Region.

Our breadth of experience with the FAA comes from not only working with them, but from having staff participate and lead the development and implementation of various policies and processes which are in effect today. Our team possesses extensive knowledge and expertise with funding, policies, processes, and personnel. Our substantial knowledge and experience includes, but is not limited to:

- How the FAA funding process works, the types of funds available, timing, and how to best compete for available limited funding
- Interpretation and application of airport design standards
- The Runway Safety Area and Runway Incursion Mitigation (RIM) Programs
- The evaluation, siting, procurement, and installation of navigational aids such as the Reimbursable Agreement process, which requires an understanding of Terminal Instrument Procedures (TERPs) and a working relationship with the Flight Procedures Office
- The Advisory Circular system and associated requirements as they relate to airport design and construction standards
- Operational issues associated with airfield safety, and runway incursions
- Maintaining airfield security working with the Transportation Security Administration

## Qualifications for

# AIRPORT CONSULTING SERVICES

- FAR Part 77, the airspace evaluation process, particularly as it relates to the construction of new facilities including runway extensions
- Grant management including preparing ACIP, grant applications, pay requests, etc.
- NEPA and other environmental issues related to airport development and project implementation

### Environmental Services (NEPA/CEQA)

Our environmental compliance managers have worked on numerous complex, multidisciplinary projects requiring technical expertise, creative solutions for design modifications or mitigation, and a thorough understanding of local, state, and federal regulations. As part of providing comprehensive on-call environmental services to public clients, we have developed a "formula for success" for the preparation of CEQA and NEPA environmental documents. Kimley-Horn's strategy for the environmental review process begins with reviewing available project documentation, considering changes that have occurred since its preparation, and reviewing any technical studies that may have been prepared for each project. Building on this, our project team prepares technical environmental analyses to create a thorough, complete administrative record upon which new environmental conclusions will be based. Many projects will consider a complex set of environmental issues and concerns, while balancing community, business, and public agency interests within the boundaries of the regulatory review process and procedures. Such complexities will require creativity, extensive hands-on experience, and a commitment to carry the environmental document through to completion. While this ALP effort will not result in formal environmental documentation, Kimley-Horn will apply our team approach that will result in a successful NEPA/CEQA process when the City is at that stage.



### Aviation Planning

Since 2009, the planning component of Kimley-Horn's Aviation Practice has grown steadily. This growth was driven by our desire to support our other aviation disciplines and provide full-service capabilities to our airport clients throughout the U.S. Kimley-Horn's aviation planners have executed local, state, and federally funded projects for all types of airports from GA and reliever airports such as Mesa Del Rey/King City, Modesto, Hollister, Mojave, Salinas, Merced, Tuolumne, to commercial airports such as Monterey, Fresno Yosemite, San Diego, Santa Barbara, San Jose, Stockton, McClellan-Palomar, and more. In addition, our team's aviation planning expertise includes system-wide analyses of air service, airport roles and functions, economic impact evaluations, and policy-level analyses. Kimley-Horn's aviation planning group provides the expertise and experience to lead or support any airport planning project.



Through our staff member's experience, we have provided aviation planning services to more than 100 airports and have worked in more than 35 states. The Kimley-Horn team has a strong record of success providing ALP services such as those identified in your request for qualifications (RFQ) for GA airports across the country. Our experience has taught us that every airport is unique; each airport has their own issues, concerns, opportunities, and constraints; and should be evaluated according to those individual characteristics. Overall, our commitment is to work collaboratively with our clients and designated stakeholders to develop the best solutions to the challenges and requirements they face.

Kimley-Horn provides not only aviation specific planning, but we are equipped to look beyond the airport into the surrounding community. Developing sustainable, livable, and multimodal communities doesn't

# Qualifications for AIRPORT CONSULTING SERVICES

just happen—it requires visionary area master planning. We will apply our extensive experience to make sure that the Airport's plan are in line with the City's goals. When we develop plans, we pay particular attention to the critical relationships between land use, the various modal transportation networks, aesthetics, required infrastructure, and available funding to create a functional plan that creates the desired sense of place for an area. Public and stakeholder input often play a critical role in the development of area plans.



## QC/QA Management

Kimley-Horn operates a client-centered style of management oriented toward maintaining the high levels of quality and communication that our clients expect. Since our founding, we have aggressively pursued a commitment to quality for every task, deliverable, and service provided. We are confident that our procedures will continue to provide high quality services that satisfy your needs.

Project quality is “built-in,” not added on. Kimley-Horn's quality assurance/quality control plan is based on the philosophy that quality is achieved through adequate planning, coordination, supervision, and technical direction; proper definition of job requirements and procedures; understanding the scope of services; the use of appropriately skilled personnel; and by individuals performing work functions carefully, including paying strict attention to avoidance of errors and omissions. With each of these activities, we add a new “set of eyes” to review and back check documents and perform a constructability review.

### ***Our program is based on the philosophy that:***

**QUALITY IS ACHIEVED** by adequate planning, coordination, supervision, and technical direction; proper definition of the project requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully.

**QUALITY IS ASSURED** through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts.

**QUALITY IS CONTROLLED** by assigning a manager to evaluate that all work and procedures are followed while providing the services.

**QUALITY IS VERIFIED** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development.

## Workload Management

Besides the key individuals shown in the organization chart, the Kimley-Horn team can provide additional qualified resources for the task assigned, as required. Our team “bench strength” includes entry-level planners and engineers to aviation professionals with many years of experience, who are specialized in their fields and recognized nationally for their work.

Internally, our workload is controlled by a reliable forecasting process we call “cast-aheads.” Every month, project managers determine the manpower requirements needed (by task) for all jobs in the upcoming week, month, and six months, with emphasis on detailed plans for each month ahead. These resource demands are allocated to the support personnel assigned to the project. Projects ahead of schedule, behind schedule, and needing additional resources (along with personnel needing additional assignments) are identified. These needs are reported to the division manager by each project manager. The division managers from across the region conduct a weekly manpower plan as well as a monthly cast-ahead call. They compare notes and allocate resources, as needed, to keep each project on schedule.



Qualifications for

# AIRPORT CONSULTING SERVICES

Our team has analyzed the current workload and determined that the proposed staff can be readily available for the upcoming projects for the Mesa Del Rey Airport.

## **Ability to Meet Project Budgets and Schedules**

A significant number of our projects require a quick turnaround with a tightly-scheduled, Airport Improvement Program (AIP)-funded, hard budget limit, generally for smaller, fiscally challenged municipalities. We understand that projects and funding are high visibility, often politically charged priorities in smaller communities. We tailor our approach and build in schedule and budgetary contingencies in order to meet the necessary deadlines, maximize the construction dollars from the grant, and remain on budget. Our team has been very successful in building the credibility of the FAA in various airport sponsors resulting in increased funding year after year.

Kimley-Horn project schedule control begins with preparation of a realistic, consensus-driven, and detailed schedule that includes milestone completion dates for specific tasks and the overall project,

developed to begin upon Notice to Proceed. Our project managers manage by milestones. We will develop, as we do for every major project, a work plan for your project that allocates commitments of individuals for each task. Our primary tool for developing engineering project schedules is Microsoft Project. Kimley-Horn project managers use Microsoft Project to prepare project schedules, track the critical path, input and track labor and cost, budget per activity, and to generate project status reports.

## **Availability**

Based on a review of our staff's current and projected workloads, our core staff will be readily available to serve King City and the Mesa Del Rey Airport. Should there be a need for additional experienced professionals to meet a critical deadline, we have the ability to quickly share resources throughout the firm. We have the knowledge, skill, and determination to take your projects from concept to finished product.







Item No. 9 (J)

REPORT TO THE CITY COUNCIL

**DATE:** DECEMBER 13, 2016

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** STEVEN ADAMS, CITY MANAGER

**RE:** CONSIDERATION OF AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES FOR MEDICAL MARIJUANA MANAGEMENT PROGRAM

**RECOMMENDATION:**

It is recommended the City Council approve and authorize the City Manager to execute an Agreement with Hinderliter de Llamas Associates (HdL) for a medical marijuana management program.

**BACKGROUND:**

At the January 26, 2016 meeting, the City Council adopted an ordinance allowing cultivation of medical cannabis in the M-1 and M-2 zoning districts and the East Ranch Business Park Specific Plan area. At the September 27, 2016 meeting, the Ordinance was amended to include nurseries, testing and manufacturing. At that meeting, the Council also adopted a regulatory ordinance, which included requirements for an annual medical cannabis license.

The City has now received Conditional Use Permit applications for medical cannabis facilities and businesses. Staff is developing the process and application for issuing licenses. Both processes require assistance to ensure compliance with the regulations established by the City and those under development by the State of California.

At the March 22, 2016 meeting, the City Council approved a contract with HdL to provide assistance to the City in drafting the medical cannabis tax measure, which was approved at the November 8, 2016 election. They are the leading firm at this time providing technical expertise in medical cannabis regulations in California. They have been contracted by numerous jurisdictions in the State, including several in Monterey County. They have submitted a proposal to King

**CITY COUNCIL  
CONSIDERATION OF AGREEMENT WITH HINDERLITER DE LLAMAS AND  
ASSOCIATES FOR MEDICAL MARIJUANA MANAGEMENT PROGRAM  
DECEMBER 13, 2016  
PAGE 2 OF 2**

City to assist in the development and implementation of the City's medical cannabis regulatory process. The proposal was presented to the City Council at the last meeting, which was utilized as the basis for establishing the medical cannabis application and license fee.

**DISCUSSION:**

A copy of the proposed agreement is attached. The program would be divided into two phases. The first phase would include assistance provided to the City in processing applications. This would include a number of tasks in reviewing and assessing items requiring technical assistance, including review of proposed security measures. HdL has retained services of an individual with a specialization in this area. This feature would provide valuable assistance to the Police Department, which we have determined does not have available staff or the background necessary to perform this function.

The second phase will include ongoing oversight of the license activity and technical assistance to the City, compliance reviews, and financial audits set forth in the City's Ordinance. The City will utilize this assistance to confirm ongoing compliance, to address issues that arise, to ensure the City and its businesses comply with State regulations, and to provide the information necessary to determine whether to renew each license on an annual basis.

**COST ANALYSIS:**

The total cost of each phase will be \$6,000 per license. The costs will be paid entirely by the applicant through the fees that have been adopted by the City Council.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations;
2. Request modifications to the Scope of Work;
3. Request staff to solicit other proposals; or
4. Provide staff other direction.

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

**AGREEMENT  
KING CITY, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between KING CITY, a California municipal corporation (hereinafter referred to as "CITY"), and HINDERLITER DE LLAMAS AND ASSOCIATES, a California Corporation, (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional services to administer a Medical Marijuana Management Program to assist in reviewing, issuing and monitoring medical cannabis licenses, hereinafter referred to as the "Program;" and

WHEREAS, CONSULTANT is a professional firm with extensive experience in medical cannabis licensing and regulation; and

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

**AGREEMENT**

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

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

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

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be six thousand dollars (\$6,000.00) per medical marijuana license for the services described in the Scope of Work Objective A and six thousand dollars (\$6,000.00) per medical marijuana license for the services described in Scope of Work Objectives 2, 3, 4 and 5.

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

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

#### 4. Termination, Remedies and Force Majeure.

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

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

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

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience. Notwithstanding any other provision herein, CONSULTANT shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

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

(f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

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

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

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

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

Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents

and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reimbursement of reasonable attorney's fees and litigation expenses) that to the extent that such claims arise out of, pertain to, or relate to the work of the CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this paragraph. However, both parties recognize that the Federal Controlled Substances Act, 21 U.S.C. section 841, prohibits the possession, sale, and distribution of marijuana. Both parties therefore understand and agree that nothing in this Agreement constitutes advice by Consultant to City regarding any existing law and, accordingly, this section does not obligate Consultant to the extent that federal or state law may now, or subsequently, prohibit the actions recommended by Consultant pursuant to the Agreement.

This section shall survive termination or expiration of this Agreement.

8. Insurance. Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect insurance as required by State law and as set forth in this Agreement per the limits and provisions set forth below:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

(d) Technology Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(e) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and

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

(f) All of the policies of insurance shall be primary insurance and shall name the CITY, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by CITY or its officers, employees or agents may apply in excess of, and not contribute with CONSULTANT'S insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the CITY, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

(g) No work or services under this Agreement shall commence until the CONSULTANT has provided CITY with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by CITY. CITY reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to CITY."

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

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

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

9. Conflict of Interest and Non-Solicitation.

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

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

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

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

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

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

10. General Terms.

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

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

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

(d) CONSULTANT promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, CONSULTANT acknowledges that CONSULTANT, and all subcontractors hired by CONSULTANT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CONSULTANT is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CONSULTANT to perform services under this Agreement are in compliance with the IRCA. Further, should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

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

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded

from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

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

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

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

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

## 12. Independent Contractor.

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

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

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

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

14. Assignment.

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

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

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

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in

accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Monterey, California.

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

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

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

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

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

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

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

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

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

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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

KING CITY

HINDERLITER DE LLAMAS AND  
ASSOCIATES

\_\_\_\_\_  
Steven Adams, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Erica Soune, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Shannon Chaffin, City Attorney

## **EXHIBIT A. SCOPE OF WORK**

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

1. Represent City Administration as requested for meetings with City staff, cannabis permittees, and State Agencies as requested when available
2. Conduct application security plan reviews, track n trace software evaluations, business plans reviews, standard operation procedures inspections, product and employee safety verification, regulation compliance for both State and local law;
3. Provide subject matter expertise and technical support for King City Police Department and City staff as requested;
4. Provide law enforcement training curriculum annually on criminal investigations and escalated compliance issues;
5. Work closely with cannabis permittees by providing compliance education and outreach to mitigate non-compliance issues;
6. Monitor all Marijuana retail sale trends in California, regionally and locally to determine how they impact King City.
7. Monitor all the state agencies that oversee the regulations of medical marijuana businesses and advise the City of any regulations or audits which might impact King City revenues or regulation requirements.

### **Objective 1: Technical Support for Application Process and Review**

1. Ensure principal background information meets State and local requirements;
2. Proper reporting of owners and financial interest;
3. Validation of articles of incorporation, organization, operating agreement, statements of partnership authority, verification of good standing
4. Review application security plan for quality and completeness to address all ingress and egress areas as well as other safety issues for diversion/inversion of product;
5. Conduct site inspection with applicant to review security operations and site plan to ensure appropriateness of security layout;
6. Validate track n trace software to ensure that it will meet the state requirements and will provide the appropriate reports and data for compliance and auditing standards;
7. Review business plan to examine appropriateness of company operations and that it will meet the expectations of the City;
8. Examine standard operation procedures to ensure product and employee safety regulations follow State and local law;
9. Respond to inquiries and questions from applicants and city staff to resolve technical issues which might arise in the permitting process.

### **Objective 2: Marijuana Program Management Oversight**

1. Provide on-going subject matter expertise and technical support for King City Police Department and City staff as requested;
2. Develop regulatory permit requirements and conditions to be posted at the facility;

3. Provide law enforcement training curriculum annually on criminal investigations and escalated compliance issues;
4. Work closely with cannabis permittees by providing compliance education and outreach to mitigate non-compliance issues;
5. Monitor all Marijuana retail sale trends in California, regionally and locally to determine how they impact King City;
6. Monitor all the state agencies that oversee the regulations of marijuana businesses and advise the City of any regulations or audits which might impact King City revenues or regulation requirements;
7. Represent City Administration at meetings with City staff, cannabis permittees, and State Agencies as requested when available;
8. Provide recommendations to the City of its policies, procedures and compliance requirements to ensure the most effective and efficient collection of business tax, sales tax and other revenues associated with Commercial Cannabis businesses in the City are being followed;
9. Provide recommendations and changes to city ordinance, policy and procedures;
10. Coordinate the background processing and renewals of facility employees to ensure permittees hiring of staff comply with State and local law.

### **Objective 3: Conduct Compliance Reviews**

Consultant will conduct quarterly compliance inspections to ensure that they comply with the following:

1. Proper Inventory Management of product
2. Correct use of RFID tags or plant identification tags
3. Proper documentation and certification of use of extraction machines
4. Occupational badge requirements
5. Complete and accurate documentation of pesticides and other solvents
6. Business records retention
7. Tax information records
8. Lock standards and protocols
9. Alarm system maintenance and safety standards
10. Breach of limited access areas
11. Video surveillance
12. Camera map
13. Video footage retention requirements
14. Camera location and maintenance of surveillance equipment
15. Transportation Manifest
16. Retail Marijuana Production Management
17. Waste Disposal
18. Marijuana Infused products reasonable measures and precautions
19. Ensure packaging and labeling requirements meet State requirements
20. Other information as deemed necessary to ensure compliance with State and local law

### **Objective 4: Conduct Financial Audits**

The financial audit will be conducted annually. The first phase of the financial audit will be a desk audit in which the tax returns and external reports are analyzed to verify the gross receipts

reported and/or validate the correct square footage, which shall be subject to the Commercial Cannabis Tax.

The second phase is a field audit where point of sale systems, accounting software and inventory reports are sampled to verify the information contained in the external reports.

Included in Phase 2 of the field audit is a detailed check list of each of the key areas noted below, which is deemed essential to conducting a thorough financial audit. Consultant will also be conducting a financial and compliance forensic audit of the cannabis business with the use of proprietary software to ensure there is no diversion of product or cash as part of this process.

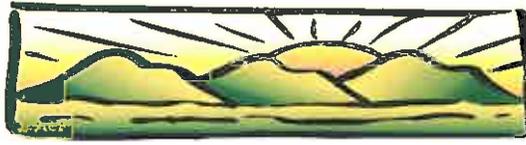
1. Notification letters will be sent to the Cannabis Business containing the pertinent information;
2. List of initial financial information requested in the notification letter will be used for a desk audit for the periods under review;
3. Results from the desk audit will direct the emphasis of the field process;
4. Inventory Audit;
5. Point of Sale Audit;
6. Software Systems Audit; and
7. Facility Audit

#### **Objective 5: Deliverables**

It is the goal of Consultant to provide the City with all the technical and subject matter expertise during the initial application process and on-going through the year to ensure proper oversight and management of the Commercial Cannabis Businesses. Consultant wishes to create "best practices" for the City and the permittee to make sure they are following State and local law. As part of this objective this proposal incorporates outreach and education for the King City Police Department, City Staff and the permittee.

As part of the quarterly compliance inspection Consultant will determine if the violation is an infraction subject to a fine, suspension or revocation of the license. Consultant will provide a recommendation to the City and how the problem can be mitigated to ensure compliance and that the appropriate action is taken on the permittee.

As part of the annual financial audit Consultant will provide an initial audit finding letter to the Commercial Cannabis Business. The taxpayer will be given the appropriate time to respond or appeal the Final Determination Letter in accordance with the City ordinance. If a tax assessment needs to be adjusted then a modified invoice will be sent out and the taxpayer will be given the appropriate time to pay the tax liability in accordance to the City ordinance.



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

Item No. 9 (K)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF LIST OF LOCAL APPOINTMENTS**

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**RECOMMENDATION:**

It is recommended the City Council: 1) adopt a Resolution approving a list of local appointments and designating the King City Library as the posting place for the Local Appointments List; and 2) direct staff to develop a public outreach effort to solicit interest and applications from additional members of the community to be considered for appointments when vacancies occur in March.

**BACKGROUND:**

Pursuant to the State of California Maddy Act, the City Council is required to prepare a Local Appointments List on or before December 31 of each year, which lists all regular and ongoing boards, commissions, and committees that are appointed by the City Council. The Local Appointments List must contain all of the appointive terms that will expire during next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position. It will also include a list of all boards, commissions, and committees whose members serve at the pleasure of the City Council, and the necessary qualifications for each position. The Local Appointments List shall be made available to members of the public and the City Council must designate the public library with the largest service population within its jurisdiction to receive a copy of the Local Appointments List.

**DISCUSSION:**

Staff has been working on correcting a number of deficiencies in the City's process of appointing members to boards, commissions and committees. Over time, several seats on these advisory bodies were not replaced or reappointed on a regular schedule. Many terms were no longer defined and in many cases

**CITY COUNCIL  
CONSIDERATION OF LIST OF LOCAL APPOINTMENTS  
DECEMBER 13, 2016  
PAGE 2 OF 2**

not staggered. As a result, new terms were recently approved by the City Council for the Recreation Commission, Planning Commission and Airport Advisory Committee.

Staff is now proposing the Council adopt a Resolution in order to comply with State law and would like direction to begin working on soliciting interest from the community to serve on potential boards, commissions and committees. This will be part of establishing a more standard process for making appointments on a regular basis. Staff believes seeking participation of additional individuals on advisory boards is an important part of the City's overall community outreach efforts and goal of increasing community involvement.

**COST ANALYSIS:**

There is no cost impact from this item.

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Modify the Resolution
3. Adopt the Resolution, but direct staff to limit or more specifically target public outreach; or
4. Provide other direction.

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

**RESOLUTION NO. 2016-4559**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING LIST OF LOCAL APPOINTMENTS AND DESIGNATING THE KING CITY LIBRARY AS THE POSTING PLACE FOR LOCAL APPOINTMENTS LIST**

**WHEREAS**, pursuant to the Maddy Act, California Government Code Section 54970 et seq., requires the City Council to prepare a Local Appointments List, which lists of all regular and ongoing boards, commissions, and committees which are appointed by the City Council;

**WHEREAS**, the Local Appointments List is required to be made available to members of the public;

**WHEREAS**, as part of this process, the Maddy Act requires the City Council to designate the public library with the largest service population within its jurisdiction to receive a copy of the Local Appointments List;

**WHEREAS**, the King City Library is the public library with the largest service population within the City of King;

**WHEREAS**, the City Council of the City of King City desires to designate the King City Library as the public library within the City of King to receive a copy of the Local Appointments List; and

**WHEREAS**, the City Council of the City of King City desires to adopt the 2017 Local Appointments List.

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

1. The City Council has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the Local Appointments List, which is attached as Exhibit "A." The City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the designated public library as designated below.
2. The City Council of the City of King City designates the King City Library as the public library within the City of King to receive a copy of the Local Appointments List.

**PASSED AND ADOPTED** by the City Council of the City of King at a special meeting duly held on the 13th day of December, 2016, by the following vote:

**AYES**, and in favor thereof, Councilmembers:

**NAYS**, Councilmembers:

**ABSENT**, Councilmembers:

**ABSTAINING**, Councilmembers:

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Robert Cullen, Mayor

**ATTEST:**

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Steven Adams, City Clerk

**APPROVED AS TO FORM:**

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Shannon Chaffin, Interim City Attorney

## Local Appointments List

### Planning Commission

### Term

David Mendez	Dec. 2011 - March 31, 2017
Margaret Raschella	Dec. 2011 - March 31, 2017
Michael Barbree	Dec. 2011 - March 31, 2017

The city planning commission shall consist of five members, none of whom shall be an employee of the city, or be a member of any other board or commission of the city. The members of the commission shall be appointed by the city council. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.

### Airport Advisory Committee

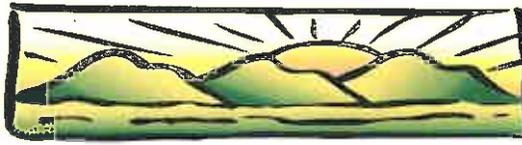
Jeff Francis	Dec. 2011 - March 31, 2017
Mark La Mascus	Dec. 2011 - March 31, 2017

There is established an airport advisory committee which shall consist of five members. The committee shall review all aspects of the operations, maintenance and capital project of the airport and make recommendations on same to the city council. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.

### Recreation Commission

Ken Kline	Feb. 2012 - March 31, 2017
Victor Cortez	Feb. 2012 - March 31, 2017

The city parks and recreation commission shall consist of five members. Persons who are residents of the city or who are employed within the city, or who reside in unincorporated areas of Monterey County within ten miles of the city boundaries, shall be eligible for appointment as members of the commission, except a majority of the commission shall at all times be composed of residents of the city. In the event that as a result of resignation or terming out, more than half of the commission is composed of nonresidents of the city, the commission shall suspend its meetings until through appointment at least half of the commission members are residents of the city. At the first meeting of each calendar year, the committee shall elect a chairperson and a vice chairperson within its membership, who shall serve until the first meeting of the following year. A chairperson and vice chairperson may be elected for successive terms, without restriction as to number.



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

Item No. 9 (L)

**REPORT TO THE CITY COUNCIL**

**DATE: DECEMBER 13, 2016**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF WAIVER AGREEMENT OR AMENDMENT TO RELEVANT BOND DOCUMENTS FOR THE OWNERSHIP REQUIREMENTS FOR THE CERTIFICATES OF PARTICIPATION ISSUED BY KING CITY ON BEHALF OF MEE MEMORIAL HOSPITAL IN 1999 TO ALLOW FOR AN ACCREDITED INVESTOR TO BUY THE CERTIFICATES**

**RECOMMENDATION:**

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Waiver Agreement or Amendment to relevant bond documents for the ownership of Certificates of Participation issued by King City on behalf of Mee Memorial Hospital in 1999 subject to such opinions and representations of the purchaser, seller, and hospital and indemnifications as may be requested by the City Attorney and in forms approved by the City Attorney; and 2) authorize the City Attorney and City Manager to make minor adjustments to the conditions as appropriate.

**BACKGROUND:**

In 1998 and 1999, the City issued bonds on behalf of Mee Memorial Hospital in the form of Certificates of Deposit. The original certificates were issued to fund reimbursement and construction of the second floor of the Hospital, a basement mechanical room, a new surgical suite, additional hospital beds, an imaging department, emergency room and improvements to the main hospital entrance, admitting and dining room. All of the funds, plus an additional construction loan from Rabobank went toward this work, which was completed. Since that time, the Hospital has experienced financial challenges and is pursuing ways in which to reduce debt and expenses. They are now proposing to have the current owner sell the bonds to a private party who will work with the Hospital on much

**CITY COUNCIL  
CONSIDERATION OF WAIVER AGREEMENT OR AMENDMENT TO  
RELEVANT BOND DOCUMENTS FOR THE OWNERSHIP REQUIREMENTS  
FOR THE CERTIFICATES OF PARTICIPATION ISSUED BY KING CITY ON  
BEHALF OF MEE MEMORIAL HOSPITAL IN 1999 TO ALLOW FOR AN  
ACCREDITED INVESTOR TO BUY THE CERTIFICATES  
DECEMBER 13, 2016  
PAGE 2 OF 3**

more favorable terms with respect to payment of the debt, but the City's approval is required.

**DISCUSSION:**

Mee Memorial Hospital, its primary lender and owner of the Certificates of Participation, and the Trustee have agreed to the sale of the Certificates to a private party in the community who is willing to purchase the debt at more favorable terms. The sale is of tremendous benefit to the Hospital since it will reduce their ongoing debt service costs. However, it was just agreed last week and has to be completed by the end of the calendar year.

The Trust Agreement states that the Certificates are to be held by a bank or banking institution. They were originally held by the Bank of Salinas, but are now owned by Rabobank and Union Bank, with U.S. Trust Bank serving as trustee. They are willing to enter into a waiver agreement to the language requiring that the Certificate be owned by a bank or banking institution. Since the City is the issuer of the Certificates, it also must consent to the waiver. It will not result in any increased liability to the City.

Staff is recommending approval under the following items provided that the following conditions (or similar conditions approved by the City Attorney) are satisfied prior to or concurrently with the effectiveness of the waiver:

1. An opinion of the counsel indicating this waiver/amendment is permitted under the Installment Purchase/Sale Contract and/or Trust Agreement, as applicable, and that this action will not affect the tax-exemption of the Certificates, which would also constitute authorization to hire counsel if necessary to provide the opinion;
2. A letter addressed to the City from the new purchaser identifying they are purchasing it for their own account and not for a view to resale, that any resale will only be to a bank pursuant to the agreement, and that they understand what they are purchasing;
3. The letter of the bank required for an amendment indicating that the new purchaser understands what they are purchasing;
4. This waiver shall only be for this transaction;
5. Such other indemnifications or representations as may be requested by the City Attorney; and
6. The hospital shall pay for any costs to the City, including counsel costs.

**CITY COUNCIL  
CONSIDERATION OF WAIVER AGREEMENT OR AMENDMENT TO  
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DECEMBER 13, 2016  
PAGE 3 OF 3**

**COST ANALYSIS:**

There is no cost impact from this item to the City.

**Exhibits:**

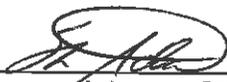
1. Request from Mee Memorial Hospital

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Do not approve the waiver, which would prevent the Hospital from achieving this savings; or
3. Provide other direction.

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

MEMO

To: King City  
 From: George L. Mee Memorial Hospital  
 Date: December 8, 2016  
 Re: Request for Waiver Agreement for Ownership of Certificates of Participation Issued by King City on Behalf of Mee Memorial Hospital  
 Referenced: Series A and B Certificate Documents and Trust Agreement

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Introduction

The Hospital is seeking King City's agreement, through staff of counsel, to waive the Certificate of Participation requirement stating that the Series A and B Certificates of Participation, issued by the City in 1998 and 1999, only be assignable to a bank or banking institution. The request is made in association with a proposed transaction whereby a private accredited investor and benefactor of the Hospital has agreed to purchase the current Hospital debt held by Rabobank, including the Certificates of Participation held by Rabobank. The other parties to the assignment of the Certificates, including the Rabobank, Union Bank (a participatory bank) and the Trustee, U.S. Bank and Trust, together with the potential purchaser all have agreed to the waiver, having concluded the ownership waiver does not require an amendment to the Certificates and can be waived by the participating parties.

Background

George L. Mee Memorial Hospital is a not-for-profit hospital licensed for 94 beds (84 staffed) in King City, California. Mee is the only hospital for 50 miles and the largest employer in King City with nearly 400 full-time equivalent employees. Originally founded in 1941, the Hospital's longevity is attributed to the loyal support of the local community along with the dedication of its staff and Board of Trustees.

The Hospital has experienced substantially economic setbacks since 2006 for a variety of reasons. Since 2008, Mee Memorial has been under a series of forbearance agreements with Rabobank, its primary lender, and has been unable to refinance or access capital needed for operational and physical plant upgrades. The outstanding balance owed Rabobank is just over \$21,000,000.

The Hospital has been working with its creditors, including Rabobank, on a long term solution including the sale of the debt to an accredited investor who is willing to forbear on terms not possible by Rabobank.

Certificate Terms

King City's involvement is required because approximately \$9,000,000 million of the \$21,000,000 in debt is in the form of the Certificates of Participation issued by the City as follows:

1. 1998 Series A Health Facilities Revenue Certificates of Participation [Loan No. 2637560-1] evidenced by a *Trust Agreement* dated as of December 1, 1998 between (i) THE CITY OF KING, CALIFORNIA; (ii) Mee Memorial; and (iii) U.S. BANK TRUST NATIONAL ASSOCIATION, as Trustee, through which the Trustee issued *The City of King, California, Health Facilities Revenue Certificates of Participation, (George L. Mee Memorial Hospital), 1998 Series A*, which matured and were due and payable in full on July 1, 2015. Rabobank is the Holder of all the 1998 Certificates outstanding.

2. 1999 Series B Health Facilities Revenue Certificates of Participation [Loan No. 2645571-1] evidence by a *First Supplemental Trust Agreement* dated as of April 1, 1999; and the 1998 Trust

Agreement as supplemented by the 1999 Trust Agreement Supplement, between City, Mee Memorial, and Trustee, through which the Trustee issued *The City of King, California, Health Facilities Revenue Certificates of Participation, (George L. Mee Memorial Hospital), 1999 Series B*. Rabobank is the Holder of all the 1999 Certificates, which matured and become fully payable on November 1, 2015. In connection with the 1999 Trust Agreement Supplement, City, as seller, and Mee Memorial, as purchaser, entered into the *First Supplement to Installment Sale Agreement* dated as of April 1, 1999.

The Certificates date back to 1998 and 1999. The original certificates were issued to fund reimbursement and construction of the hospital's Greenfield Rural Health Clinic and the construction of the second floor of the Hospital, a basement mechanical room, a new surgical suite, additional hospital beds, an imaging department, emergency room and improvements to the main hospital entrance, admitting and dining room. All of the funds, plus an additional construction loan from Rabobank went toward this work, which was completed.

The Trust Agreement governing the Certificates contains Transfer Restrictions stating the Certificates may only be transferred to:

“a bank or banking institution who agrees to purchase Certificates in a minimum denomination of \$4,500,000, plus integral multiples of \$5,000 in excess thereof, and until the Original Purchaser has provided to the Trustee and the City a written certification, satisfactory to the City and Special Counsel, to the effect that the new purchaser of the Certificates has performed its own analysis of the risks of investment therein and is competent to analyze the same.”<sup>1</sup>

#### Waiver Request

As noted, all the other parties to the Certificates are willing to enter into a waiver or amendment agreement allowing the Certificates to be assigned on a one time basis to the accredited investor purchaser. We are requesting that the City authorize staff to execute the waiver, or amendment, drafted by counsel for the Bank, in consultation with Certificate Trustee and counsel for the Hospital, as conditioned by counsel of the City advising staff.

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<sup>1</sup> The City has a copy of the Series A and B Certificates of Participation, together with the Trust Agreement, which is the primary governing document and the one providing for ownership restrictions of the Certificates. The ancillary documents can be amended in accordance with the Trust Agreement. The restriction on ownership is set forth in the Trust Agreement.