

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

TUESDAY JULY 11, 2017
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, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre

3. FLAG SALUTE

4. CLOSED SESSION ANNOUNCEMENTS

5. SPECIAL PRESENTATIONS

6. PUBLIC COMMENT

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of June 27, 2017 Council Meeting
Recommendation: approve and file.
- B. Consideration: Award Bid for Street Tree Trimming Contract
Recommendation: award a contract for street tree trimming to Gutierrez Handyman & Tree Service in the amount of \$41,000.00.
- C. Consideration: Security Deposit Fee Increase for Rental of Recreation Center
Recommendation: approve the proposed increase of the Security Deposit Fee to rent the Recreation Center.
- D. Consideration: Appointment to the Parks and Recreation Commission
Recommendation: adopt a resolution appointing TJ Plew to the Parks and Recreation Commission.
- E. Consideration: Wind Sculpture Art in Public Places Plan
Recommendation: approve a Wind Sculpture Art in Public Places Plan.
- F. Consideration: Voting Delegate for the League of California Cities Annual Business Meeting
Recommendation: designate Council Member Acosta as the City's voting delegate for the League of California Cities Annual Business Meeting at the Annual Conference.
- G. Consideration: Amendment to Airport Improvement Project Grant 2016
Recommendation: approve and authorize the City Manager to execute an amendment to the Mesa Del Rey Airport Improvement Project (AIP) Grant Number 3-06-0113-012-2016 to expand the scope of work.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

- A. Consideration: Listing for Sale APN #245-111-034
Recommendation: 1) adopt a Resolution declaring APN #245-111-034 as surplus property; 2) approve a Listing Agreement for Sale with Cushman & Wakefield U.S., Inc. and authorize the City Manager to make non-substantive changes as approved to form by the City Attorney; and 3) approve a listing price for the property at \$30,000 per acre.

12. CITY COUNCIL CLOSED SESSION

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

1. **Liability Claims, by Luis Cuevas**
Claim against City of King
Gov. Code Section: 54956.95

13. ADJOURNMENT

**City Council Meeting
June 27, 2017**

1. CALL TO ORDER:

Regular Meeting was called to order at 6:01pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Attorney Chaffin conducted roll call.

City Council: Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Michael LeBarre,
Mayor Pro Tem Carlos Victoria.

City Staff: Attorney Shannon Chaffin, Admin. Asst./Deputy City Clerk, Erica Sonne

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

Mayor LeBarre presented a proclamation to Dr. Moirao honoring him for all his service.

6. PUBLIC COMMUNICATIONS:

Jo Koester, corner of Broadway and Canal St. feels there needs to be a handy cap access. She feels it is an accident waiting to happen and the City needs to do something.

Margarita Lopez, aerial fireworks that are not legal being shot off in her neighborhood on N. Mildred. She would like district officers checking on them. She is concerned about the vendors that have been moved from the skate park to across the street she feels it is dangerous and a child is going get hit. She would like to have that ordinance revisited.

Jose Luis Quintero started his taco truck business 10 years ago. He does it every Sunday at the Skate park. Eight years ago, he stopped selling and then he came back to pay his fees. They advised him he could sell but not in the park so he was parking outside of the park. Recently he was advised to park where the residential area is. He is concerned that the children running across the street and wants consideration of being able to park at the park again.

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated that the School District Administrative offices have found a new space so they will be moving from the charter school to 104 S Vanderhurst and 401 Broadway.

Council Member Acosta nothing to announce.

Council Member Cullen acknowledged the City Managers absence and let everyone know he is on vacation. He further stated he needed business cards (all Council members need them). He announced that fireworks sales start tomorrow. He also announced that we are in the middle of Beautification week and many items can be accepted at the King City Community Recycling Event, this Saturday from 8a.m-12p.m. He was able to watch a video on some neat equipment that remove the food from the package and disposed of it for recycling.

Mayor Pro Tem Victoria stated that the High school district will have a new superintendent. He is on the El Grito committee and he would like to commend Adriana Granados on her hard work. The City was awarded for saving energy award. Skate Park is in his district and the vendor problem he has spoken to the Mayor about they would like that ordinance brought back to look at.

Mayor LeBarre stated Coast Rail Coordinating Council meeting discussed King City Multi-Modal station. Freedom Gala fundraiser was a great event, very proud of everyone that made this happen. Salinas Valley Mayors and Managers meeting he attended, Supervisor Salinas went over the health services in our area and the 6-million-dollar grant for South County. There is an opportunity to meet with Assembly Member Caballero for young legislators on the 15th, 22nd, 29th from 1-4 here at City Hall. He was asked to participate as a joint panelist to go to the American Public Transit Association conference in Chicago.

8. CITY STAFF REPORTS AND COMMENTS:

Attorney Chaffin nothing to report at this time.

9. CONSENT AGENDA

- A. Meeting Minutes of June 13, 2017 Council Meeting
- B. City Monthly Treasurer's Report- May 2017
- C. Successor Agency Monthly Treasurer's Report- May 2017
- D. Public Financing Authority Monthly Treasurer's Report- May 2017
- E. City Check Register
- F. Consideration: Contribution to the Domestic Violence Coordinating Council of Monterey County
- G. Consideration: Agreement with Hinderliter, De Llamas and Associates for Sales, Use and Transactions Tax Audit and Information Services
- H. Consideration: An Ordinance Amending Chapter 17.03 of Title 17 of the King City Municipal Code Pertaining to Commercial Cannabis Activity; Amending Chapter 17.30 of Title 17 of the King City Municipal Code Pertaining to M-1 Industrial District, Amending Chapter 17.31 of Title 17 of the King City Municipal Code Pertaining to M-2 Industrial District; An Ordinance Amending Section D.3(G) of Chapter 4 (Development Standards) of the East Ranch Business Park Specific Plan for the Purpose of Adding Additional Commercial Cannabis Uses; and findings related to the California Environmental Quality Act
- I. Consideration: Agreement with South County YMCA to Provide Fall Youth Soccer Program
- J. Consideration: FY 2017-18 King City Job Classification Plan

Mayor LeBarre pulled Item I.

City Attorney clarified Item F staff recommendation would include a finding of public purpose as the reduction of Domestic Violence would promote public safety and City public safety and conserve public safety resources and Item H he read the title into the record.

Action: Motion to approve consent agenda item A-H and J with the clarifications stated by the City Attorney by DeLeon and seconded by Acosta.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Mayor LeBarre introduced the South County YMCA employees, Joe Gonzales and Lulu Vargas. The YMCA thanked the Council for the opportunity. They will be attending August 1, 2017 National Night Out here in King City.

Action: Motion to approve consent agenda item I by Victoria and seconded by Cullen.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: Approving a Revised and Restated Franchise Agreement with USA Waste of California (dba Waste Management) for Solid Waste, Recycling, and Organics Collection and Processing Services

Mayor introduced Patrick Mathews and City Attorney introduced the item. Mr. Mathews further introduced this item.

Mayor LeBarre opened the public hearing.

Karen Jernigan appreciates what Waste Management and the City is doing for commercial recycling however she feels that it is not business friendly and doesn't promote recycling. She feels the documents need to be simplified for a regular customer.

Patrick Mathews explained commercial recycling and how it works. He further explained that the Solid Waste Authority would come down to do an audit and teach business' how to lower their bill.

Mayor LeBarre closed the public hearing.

Action: Motion to approve the resolution with the revised and restated Franchise Agreement which includes: 1) the scheduled 2017-18 rate cap adjustments of 6.32% effective July 1, 2017; 2) the addition of commercial recycling and ancillary rate caps omitted from the original agreement; 3) increase of franchise fees in the amount of one and one-half percent; 4) year-two of three for special transportation related rate adjustments; and 5) other minor clean-up language which was provided to council and public at the meeting by Cullen and seconded by LeBarre.

AYES: Council Members: Mayor LeBarre, Acosta, Cullen, DeLeon and Mayor Pro Tem Victoria
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 6:57pm to closed session meeting with the Mayor reading in the one closed session item.

1. Liability Claims, by Kathryn Rice
Claim against City of King
Gov. Code Section: 54956.95

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: SAL MORALES, PUBLIC WORKS SUPERINTENDENT

RE: CONSIDERATION OF AWARD OF TREE TRIMMING CONTRACT

RECOMMENDATION:

It is recommended City Council award a contract for street tree trimming to Gutierrez Handyman & Tree Service in the amount \$41,000.00.

BACKGROUND:

Over the past several years, the City has discontinued street tree trimming work due to budget constraints and transferred the responsibility to the adjacent property owner. However, this has resulted in minimal and inconsistent maintenance of trees in the public right-of-way, which has negatively impacted the appearance of the City's streets and health of the urban forest. Lack or appropriate tree maintenance may also cause hazards. To address this, the City Council recently increased General Fund revenue, to be dedicated for tree trimming.

This is the second phase as the first phase was successfully initiated in January 2017.

DISCUSSION:

The City has not performed any street tree trimming over several years. With a very small crew, the tree work has been placed on hold and trees are in need of maintenance. Dedicating fee and tax revenues to contract for tree trimming service is cost efficient for property owners because the City can obtain less expensive service if a specialized firm is contracted to do a large number of adjacent trees at one time. They can work from tree to tree and accomplish a large amount of trimming within a short period of time. They also have the expertise to utilize appropriate pruning standards to best protect the health of the trees. The goal is to maintain a program where all street trees are trimmed in a four-year cycle. This will be the second year of the program. The southeast

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CONSIDERATION OF AWARD TREE TRIMMING CONTRACT
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quadrant was completed the las fiscal year. The City will continue to use in-house staff and equipment for parks and to respond to requests for special trims that arise due to problems that occur.

Tree trimming service went out to bid for the northeast quadrant of the City. The City plans to go out to bid yearly to trim trees in the remaining quadrants. The following bid was received:

Gutierrez Handyman & Tree Service
1261 Bluff Ave King City 93930 \$41,000.00

Staff has determined the low bidder is a qualified and responsive bidder.

COST ANALYSIS:

Approximately \$70,000 was included in the FY2017-18 General Fund budget tree trimming.

ENVIROMENTAL ANALYSIS: Staff has performed a preliminary environmental assessment of this project and has determined that this project would be categorically exempt pursuant to CEQA Guidelines section 15301, Class 1 (Existing Facilities), as the project would consist of the maintenance of existing trees that would involve negligible or no expansion of use. Further, none of the exceptions under CEQA Guidelines section 15300.2 are applicable.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve the proposed contract;
2. Reject the bid and direct staff to solicit new bids;
3. Direct staff to reduce the costs by negotiating a reduction in the number of trees to be trimmed;
4. Do not approve moving forward with the next phase of the street tree trimming project; or
5. Provide staff other direction.

Exhibits:

1. Gutierrez Handyman & Tree Service bid

Submitted by: _____

Octavio Morales for SAL Morales
Sal Morales, Public Works Superintendent

Approved by: _____

Steven Adams
Steven Adams, City Manager

Gutierrez Tree Trimming & Handyman Services

Your Company Slogan

1261 Bluff Ave
King City, Ca 93930
Phone [831-261-4850]

ESTIMATION

DATE: June 14, 2017
INVOICE # 199
FOR: *Project or service description*

Bill To:
Name
Company Name
Street address
City Of King
Phone

DESCRIPTION	AMOUNT
Tree Trimmings	\$ 41,000.00
TOTAL	\$ 41,000.00

Make all checks payable to **Gutierrez Tree Trimming & Handyman Services**
If you have any questions concerning this invoice, contact Name, Phone Number, E-mail

THANK YOU FOR YOUR BUSINESS!



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ANDREA WASSON, RECREATION COORDINATOR

**RE: CONSIDERATION OF SECURITY DEPOSIT FEE INCREASE
FOR RENTAL OF KING CITY RECREATION CENTER**

RECOMMENDATION:

It is recommended City Council approve by motion the proposed increase of the Security Deposit Fee for rental of the Recreation Center from \$200 to \$500 for events involving food, beverages and/or music.

BACKGROUND:

The King City Recreation Center is located at 401 Division Street and is available to rent for private and public events. In 2016, the building had over 25 weekend events throughout the year. In the first half of 2017, the building has been rented for 16 weekend events.

In the last several months, several rental issues have arisen, including multiple incidents of loud music and noise in violation of the City's noise ordinance, damage to the facility and closing of the pool facility for the day due to damage from partygoers.

DISCUSSION:

Currently, the security deposit to rent the facility is \$200 per event. The rental deposit is fully refundable, as long as the renter sufficiently cleans the facility and abides by the rules in the Rental Agreement. Staff proposes raising it to \$500 to cover potential damage and to serve as incentive for renters to abide by the rules of the rental facility. The security deposit would remain \$200 for activities such as meetings and classes that involve minimal risk of problems.

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CONSIDERATION OF SECURITY DEPOSIT FEE INCREASE FOR RENTAL OF
KING CITY RECREATION CENTER
JULY 11, 2017
PAGE 2 OF 2**

COST ANALYSIS:

The purpose of this item is to prevent future unnecessary city costs.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve the increased security deposit requirement;
2. Do not approve the increased security deposit requirement; or
3. Provide other direction to staff.

Exhibits:

1. King City Recreation Center Rental Agreement

Submitted by:


Andrea Wasson, Department Director

Approved by:


Steven Adams, City Manager



CITY OF KING CITY REC CENTER RENTAL AGREEMENT

Recreation Center 401 Division King City, Ca. 93930 Ph. 831-385-6748
 Recreation Coordinator Ph. 831-262 -5996

PERMIT

Date of Use	Start time	Finish time
Type of Activity/Event		
Name of Organization		
Contact Person:		
Mailing Address		
Cell Phone:		Other Phone:
Email Address:		
ORGANIZATION TYPE: <input type="checkbox"/> City/Government <input type="checkbox"/> Youth <input type="checkbox"/> Community <input type="checkbox"/> Private		
Estimated Attendance:		
Amplified Music/Sound Live _____ DJ _____	Alcohol Provided <input type="checkbox"/> Sold <input type="checkbox"/> or Allowed <input type="checkbox"/>	
King City Police Department Approval:		
Insurance Required Naming City of King as Additional Insured <input type="checkbox"/> Amount \$1,000,000.00 Liability, Property and Damage		
Date Received _____ Received By _____		

Dunk Tank Rental

SPECIAL CONDITIONS:	
FEES AND CHARGES PER HOUR	\$ _____
TABLE RENTAL	\$ _____
CHAIR RENTAL	\$ _____
SECURITY DEPOSIT	\$ _____
TOTAL AMOUNT DUE	\$ _____

PLEASE SIGN HERE

DATE _____

Fee Schedule

	Private	Non-profit
Rec Center	\$51.00/hour	\$15.50/hour
Setup Fee	\$75.00	\$75.00
Security Deposit	\$200/event	\$200/event
Security Guard	\$50.00/hour	\$50.00/hour

**City of King Recreation Department
Recreation Center Rental Application**

401 Division Street, King City, CA 93930

Call (831) 385-6748 or email awasson@kingcity.com for more information

Event Name _____ Today's Date: _____

Hosting Organization: _____

Authorizing Agent/Renter: _____ Phone: _____

Email: _____ Cell Phone: _____

Type of Event: _____

Desired Date(s) of Event: _____

Start Time: _____ End Time: _____ # of people attending: _____

Note: The max occupancy is 200 people

Rental Requirements & Regulations

Please initial to affirm that you received and reviewed the following forms:

- _____ Facility Use Application
- _____ Recreation Center Rules
- _____ Event Agreement Form
- _____ Rental Price Quote

These forms are in the Rental Requirement and Regulations document.

Required Insurance Information and Certificates

You must indemnify and hold harmless the City of King. Prior to renting the Recreation Center, you must supply a Certificate of Insurance in the amount of \$1,000,000 which meets the following requirements, before renting the Recreation Center.

1. The insured name must be the same as the renting individual or organization.
2. The current policy dates must encompass the dates you plan to use the facility, including set-up and clean up.
3. The certificate must name the City of King as additional insured.

IMPORTANT: Permit holders/Renters are responsible for enforcing rules set forth in the Rules and Regulations.

Insurance Carrier Name: _____
Policy # _____
Name of Agent _____
Phone Number of Agent: _____

_____ I have read and agree to abide with the terms of this Rental Application, including the Rental Requirements & Regulations document that details the total scope of the agreement.

RECREATION CENTER RENTAL RULES

1. **ALL RENTAL FEES** including security deposit are due two (2) weeks before event.
2. **DEPOSIT** – Within two weeks following the event, the full deposit will be returned to the Authorizing Agent (“renter”), provided, however, that the Recreation Coordinator or designee have inspected the building and determined that there is not damage to building or any excessive cleanup is required. There will be NO DEPOSIT REFUND for any cancelled event within seven (7) business days of the event.
3. **INSURANCE** – To ensure the safety of your guests and to protect the City, the City of King requires renters to carry liability insurance. The renter will provide Broad Form Comprehensive Liability Insurance in the amount of not less than \$1,000,000 for each occurrence, combined single limit, personal injury and property damage, naming the City of King, its officers, elected officials, agents and the employees as additional insured. A policy may be purchased through homeowner’s insurance or through an independent insurance agent.
4. **DECORATING** - Lessee will be allowed to decorate PRIOR TO EVENT, if set up fee is paid and insurance covers setup time. Tables & chairs will be in building for you to arrange as you would like. Decorations may not be nailed, tacked, stapled or pinned to the walls, ceiling or floor.
5. **KITCHEN USE - ALL DAY COOKING IS PROHIBITED.** The kitchen facility is primarily a prep and warming kitchen. A licensed catering company is preferred. The barbecue pit located on the patio may be used, but please notify city staff when completing your contract. Any improper use of equipment of facilities by a caterer or renter will be the responsibility of the Renter, if damaged. All personally-owned food, supplies and cookware must be removed from the site immediately after the event.
6. **SECURITY**- The need for security will be determined at the time of reservation. The City will make the arrangements for security and the cost will be included in the rental fee. If there is any type of problem and security feels that it is necessary to stop the event for safety reasons they will do so and there will be no refund to you.
7. **ALCOHOL RULES** - There are to be no beverages (alcoholic or otherwise) served in glass bottles. You must have your event signed off at the Police Department two weeks prior to your event. If your event will be selling alcohol, you must have liquor liability insurance as well as the proper license from Alcohol Beverage Control (“ABC”). License and insurance are due in City Hall seven days before event.
8. **NOISE** - The City of King has established rules governing noise levels in order to maintain good neighbor relations. It is your responsibility that your Music, Band and/or DJ provides appropriate equipment to ensure that sound levels are maintained. Failure to comply with standards will result in loss of your deposit and may risk termination of music. To ensure an enjoyable event, please give the information to your band or DJ prior to the event.
9. **WHEN THE PARTY IS OVER**, - you must leave the facility as you found it. This includes wiping down counters, mopping floors, emptying the refrigerator, taking down decorations, picking up and bagging garbage and cleaning bathroom. You must put trash in trash cans and place outside on patio. Take whatever belongs to you. Tables and chairs must be picked up and put away. If the City has to pickup garbage off of floor, clean excessive spillage on floor, excessive grease in kitchen, sinks plugged from something being poured down them, or any other excessive cleanup, you will be charged \$25/hour/person for cleanup. The City will not be responsible for any lost or damaged items you leave behind.
10. **Key** – Keys will be given to the authorized representative at a pre-arranged time prior to the event.
11. **Portable toilets** – **NO portable toilets** will be allowed at the event.

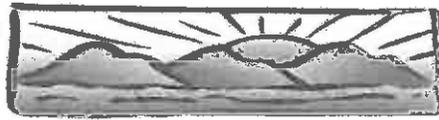
Please be sure that everyone involved in organizing the event are aware of all of these rules.

LESSEE SIGNATURE

DATE

RECREATION DEPARTMENT

DATE



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

City of King Rental Event Agreement Form

Authorizing Agent/Renter: _____ Event: _____

Event Date: _____

Contact Person on Day of Event: _____ Phone: _____

By signing my initial, I understand and agree to the following:

- _____ I have read, understand and agree to abide by the City of King Rental Rules
- _____ I understand that I am responsible for this event. Any damages incurred at this event are my responsibility.
- _____ I understand that the Rental Deposit of \$200.00 will be forfeited if any of the rental rules are violated.
- _____ I understand that the Rental Deposit of \$200.00 is non-refundable.
- _____ I understand that I must complete the rental contract and review the rules for this event.
- _____ I understand that I will provide the City of King with a \$1,000,000 Certificate of Liability Insurance and payment in full 14 days prior to my event. The City reserves the right to cancel the event and renter forfeits the deposit if not paid in full and insurance provided within 14 days.
- _____ I understand that security guards may be required at my event and that the City of King will arrange for security at my expense.

Client Signature: _____ Date: _____

City of King Staff Signature: _____ Date: _____



King City Recreation Center Rental Information Frequently Asked Questions

When can I set up? Clean up?

You can set up the day of your event. Set up fee is \$75 per event. This does not include your hourly fees for the event.

How can I reserve the date?

\$200 Security deposit is due to secure the date. We do not 'hold' dates without security deposit.

How do I know if I have to have security guards?

The Police Department or Rec Department will advise you. If you have alcohol, you will be required to have security. The City of King will contract with a security company for your event. The cost is \$25 per hour, per guard, with a two guard minimum.

When do I pay the rental fees and turn in insurance?

The balance of rental fees and liability insurance is due NO LATER than two weeks prior to event. Your insurance must include Liquor Liability Insurance. If you do not pay the balance by two weeks prior to the event, you will forfeit your deposit and your event will be cancelled.

When will my deposit be returned?

Please allow TWO weeks for refund of cleaning deposits. If you violate any of the rules of the Rental agreement, it will not be returned.

Can I get a bounce house?

Yes, but it must be on the patio in back of the Rec Center.

Can I get portable toilets?

They are NOT ALLOWED.

Can I play music?

Yes, however you must abide by City noise ordinances. The doors to the Recreation Center MUST be closed at 9:00 p.m. After 10:00 p.m., music must NOT be heard once the doors are closed.

Other important information:

All reservations where alcohol will be served must be signed off by the King City Police Department before your reservation will be accepted by City Hall.

Security guards are contracted by the City and paid by the City. The fee for security is built into your event cost.

You may pick up the key at City Hall the day before your event (or Friday) for weekend events.

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made and entered into ____ (“Agreement Date”) between the CITY OF KING, a municipal corporation (“City”) and _____ (“Authorized User”), pursuant to the following recitals, which are a substantive part of this Agreement. City and Authorized User are sometimes individually referred to as a (“Party”) and jointly as the (“Parties”).

RECITALS

A. The City owns real property located at 401 Division Street in the City of King, as more particularly described and depicted in **Exhibit A** (“Premises”).

B. Authorized User wishes to use the Premises owned by the City.

C. The City and Authorized User desire to enter into a use agreement granting Authorized User access to the Premises in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, City and Authorized User agree as follows:

AGREEMENT

1. Access. The City hereby grants to Authorized User access to the Premises beginning on _____ and expiring on _____.

2. Use of Premises AS IS. Authorized User acknowledges it has and shall accept the Premises from City in its “AS IS” condition without representation or warranty. Authorized User acknowledges it has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, Authorized User is advised that the Premises have not undergone an inspection by a Certified Access Specialist, and, therefore, the City is not aware if the Premises comply with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

3. Access Fee. Authorized User, as consideration for the use and occupancy of the Premises, shall pay an access fee to the City in the amount of _____ dollars (\$0.00). Authorized User shall tender payment-in-full of the access fee by personally delivering or mailing it to the City at 212 S. Vanderhurst Avenue, King City, CA 93930 or any other place or places that the City may designate by written notice to Authorized User. Authorized User shall tender payment in full of the access fee to the City prior to utilizing the Premises.

4. Use of Premises.

a. Purpose. Authorized User shall have access to use the Premises as established within **Exhibit B** (“Permitted Uses”). The Premises shall not be used for any other purpose other than the Permitted Uses without the prior written consent of the City, which may be granted or withheld in the City’s sole discretion.

b. City Use of Premises. Authorized User acknowledges and agrees that the City shall have the right to utilize the Premises at any time when not in use by Authorized User.

c. No Alterations or Improvements. No alterations or improvements shall be made to the Premises without the advance and express written consent of the City, and upon such terms and conditions as the City may require.

d. Removal. Upon termination of this Agreement, unless otherwise agreed, Authorized User shall remove Authorized User owned structures and/or improvements and restore the Premises to substantially the same condition at the time Authorized User took possession of the Premises. Upon Authorized User’s failure to remove structures and/or improvements, the property shall, at the option of the City, become the sole property of the City; or, at the expense of Authorized User, the City may remove said structures and/or improvements to restore the Premises to substantially the same condition in which it existed at the time Authorized User took possession of the Premises.

e. Compliance with Laws. Authorized User shall comply with all state and federal statutes, ordinances, regulations, and requirements of all governmental entities (including the City of King), relating to

Authorized User's use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Authorized User shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, California Disabled Persons Act and the California Building Code. Further, Authorized User, its successors, heirs, executors, administrators and assigns, and all persons claiming under or through the Authorized User, shall not discriminate against or segregate any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the Premises.

f. Permits. Authorized User shall procure and maintain all required permits governing the use of the Premises.

g. Waste and Nuisance. Authorized User shall not use the Premises, or allow the Premises to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Premises. The Premises shall not be used for displaying signs and notices other than those connected with the Program. Such notices and signs shall be neat and properly maintained, and shall be in compliance with the King City Municipal Code and all applicable laws and regulations.

h. Maintenance. Authorized User, at its sole cost and expense, shall keep and maintain the Premises in good order and condition, and free from rubbish, to the satisfaction of the City. Upon notice from Authorized User, the City shall be responsible for the operational maintenance of the Premises, including but not limited to, plumbing, electrical, exterior painting and repairs, roofing, HVAC, interior, and alarm systems (if any). Additionally, the City shall maintain the Premises landscaping and parking lot.

i. Live Music and Noise. Authorized User and/or individuals attending the event shall comply with Chapter 7.25 of the King City Municipal Code regarding prohibited noise making conduct. Additionally, neither Authorized User and/or individuals attending the event shall install, use or operate sound-amplifying equipment, or perform, or allow to be performed, live music which is used or operated to reach persons out of doors between the hours of ten p.m. and nine a.m. The use or operation of sound amplifying equipment between the hours of nine a.m. and ten p.m. shall be subject to the limitations and regulations set forth in King City Municipal Code Section 7.24.030 and Section 7.25.020 (Prohibited Conduct), including:

(i) The volume of sound from sound amplifying equipment shall be controlled so that said volume is not unreasonably loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility.

(ii) Sound amplifying equipment shall not be used or operated out of doors or indoors when used or operated to reach persons out of doors except between the hours of nine a.m. and ten p.m.

(iii) Sound amplifying equipment shall not be used or operated within five hundred feet of the City Hall when the city council is in session or within five hundred feet of the King City Superior Court when court is in session.

(iv) Sound amplifying equipment shall not be used at any location where such use or operation would impede the flow of pedestrian or vehicular traffic to such an extent that it would create a dangerous traffic situation or would constitute a detriment to traffic safety.

Subject to these restrictions, live music and/or recorded music may be allowed inside the Premises; however, after 9:00 p.m., all windows and doors of the Premises must be closed while music is being played.

j. Use of Alcohol. Authorized User shall obtain a permit from the King City Police Department prior to serving or permitting to be served any beverage or food containing alcohol upon the Premises or any adjacent property, parking facility or walkway utilized by the Premises. Authorized User shall not provide or permit to be provided any alcoholic beverage or food to individuals under twenty-one (21) years of age.

k. Use of Narcotics. Authorized User and/or individuals attending the event upon the Premises shall not ingest, including but not limited to smoking, eating, vaping or injecting, any illegal narcotics as defined by the California Penal Code and the Federal Controlled Substance Act. The ingesting, including but

not limited to smoking, eating or vaping, of medical or recreational cannabis shall be prohibited upon the Premises, including any adjacent property, parking facility or walkway utilized by the Premises.

1. Security Personnel. Security personnel shall be required at any event upon the Premises where alcoholic beverages is being served. Authorized User shall pay the City a fee in the amount of _____ (\$0.00) for the cost of the security personnel, the number of required security guards will be based upon the size of the event, to protect the welfare and safety of the individuals attending the event and the Premises. Further, security personnel shall have the authority to shut down the event if based upon their sole discretion the event poses a danger to the health and safety of the individuals attending the event, the Premises, or for violating any of the terms of this Agreement. In addition, the security personnel shall have the authority to shut down the event if the Authorized User and/or any individual attending the event ingests illegal narcotics or medical or recreational cannabis upon the Premises, including the parking areas, walkways or any connecting property.

5. Utilities. The City shall make all arrangements for and pay for any applicable utilities and services furnished to or used by Authorized User, including but not limited to water and electric services.

6. Indemnification. Authorized User shall indemnify, protect, defend and hold harmless the Premises, the City and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the use or occupancy of the Premises by Authorized User and use of the parking lot and access way, the conduct of Authorized User's event or program, any act, omission or neglect of Authorized User, its officers, directors, members, employees, agents, contractors or guests; (2) out of any breach by Authorized User in the performance in a timely manner of any obligation on Authorized User's part to be performed under this Agreement; (3) any acts, omissions or negligence of Authorized User or any person or entity claiming through or under Authorized User, or Authorized User's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against City) litigated and/or reduced to judgment. In case any action or proceeding is brought against City by reason of any of the foregoing matters, Authorized User upon notice from the City shall defend the same at Authorized User's expense by counsel reasonably satisfactory to the City and the City shall cooperate with Authorized User in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require Authorized User to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Authorized User or its counsel.

The City shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of Authorized User, Authorized User's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the City or the City's employees, contractors or agents.

The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance Requirements.

a. General Liability Insurance. Authorized User shall obtain, pay for and maintain in effect during the life of this Agreement, a policy of commercial general liability insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California with combined single limits of liability of not less than \$1,000,000.00 per occurrence. The policy shall contain an endorsement naming the City as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the City at least 10 days prior to cancellation or material change in the form of the policy or reduction in coverage.

b. General Provisions. All of the policies of insurance required to be procured by Authorized User pursuant to this Section shall be primary insurance and shall name the City, its employees and agents as additional insureds. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Authorized User's insurance and shall not contribute with it. All policies shall waive all rights of subrogation and provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. Within ten (10) business days of execution of this Agreement by the last Party to sign, and at least thirty (30) days prior to the expiration of any insurance policy, Authorized User shall provide the City with certificates of insurance and full copies of the insurance policies evidencing the mandatory insurance coverages written by insurance companies acceptable to the City, licensed to do business in California and rated A:VII or better by Best's Insurance Guide.

8. Liens and Claims. Authorized User shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Premises for any work done or materials furnished at Authorized User's request. Should Authorized User fail, neglect, or refuse to remove said lien, the City shall have the right to pay any amount required to release any such liens, or to defend any action brought thereon, and to pay any judgment entered therein; and Authorized User shall be liable to the City for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor.

9. Encumbrances. Authorized User shall not encumber by deed of trust, mortgage or other security instrument, all or a part of Authorized User's interest under this Agreement without the advance and express written consent of the City, and upon such terms and conditions as the City may require.

10. Condemnation. In the event of the taking or condemnation of all or any part of the Premises, Authorized User may receive compensation only for any taking of or damage to Authorized User-owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to the City. Authorized User shall **not** receive any value related to the leasehold value of the property which shall be paid solely to the City. In the event a condemnation or transfer in lieu thereof results in a taking of any substantial and/or material portion of the Premises, the City or Authorized User may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Agreement

11. Default.

a. Authorized User's Default. The occurrence of any of the following shall constitute a default by Authorized User: (1) failure to pay in full the access fee, insurance premiums or taxes, or any other sums due hereunder as a result of Authorized User's use of the Premises; (2) abandonment of the Premises; and (3) failure to perform any other provision of this Agreement.

b. Termination. The City may terminate this Agreement immediately upon notice to Authorized User if Authorized User defaults on any obligation under this Agreement. Upon termination of this Agreement, Authorized User shall immediately vacate the Premises, including removing any and all items or materials brought to the Premises by Authorized User and/or any individual attending the event. If Authorized User fails to immediately vacate the Premises after notice of termination, the City may regain possession of the Premises in the manner provided by the laws of the State of California. At the City's option, if Authorized User has breached this Agreement, the City may enforce all rights and remedies under this Agreement, including the right to recover the costs the City incurred to terminate this Agreement. Further, the City shall be entitled to recover from Authorized User damages, attorney's fees and to exercise such other rights and remedies as provided to the City under the laws of the State of California.

12. Waiver. No delay or omission in the exercise of any right or remedy of the City on any default by Authorized User shall impair such right or remedy or be construed as a waiver. Any waiver by the City of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

13. Entry and Inspection of Premises. The City and its authorized representatives shall have the right to enter and inspect the Premises at any time to determine whether the Premises are in good condition and whether Authorized User is complying with its obligations under this Agreement.

14. Relationship of Parties. The City is not, nor shall it become or be deemed to be, a partner or a joint venturer with Authorized User by reason of the provisions of this Agreement nor shall this Agreement be construed to authorize either party to act as the agent for the other.

15. Effect of Termination of Agreement. Termination of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Agreement it is provided that anything shall or may be done after termination or expiration hereof.

16. Amendments. This Agreement shall not be modified or amended in any way except in writing signed by the parties hereto.

17. Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

18. Entire Agreement. This Agreement contains all the agreements of the parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement.

19. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

20. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

21. Voluntary Agreement; Authority to Execute. Authorized User and the City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

22. Binding Effect; Choice of Law. This Agreement shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

CITY:

AUTHORIZED USER:

CITY OF KING CITY,
a municipal corporation

NAME

By: _____
Steven Adams, City Manager

By: _____

_____, 2017

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

EXHIBIT A
DESCRIPTION OF THE "PREMISES"

EXHIBIT B
PERMITTED USES



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF APPOINTMENT TO THE PARKS AND RECREATION COMMISSION

RECOMMENDATION:

It is recommended the City Council adopt a Resolution appointing TJ Plew to the Parks and Recreation Commission.

BACKGROUND:

According to the Municipal Code, the Mayor, City Manager and Commission or Committee Chair shall recommend appointments. All appointments shall then be made by the City Council by resolution.

DISCUSSION:

There is currently a vacancy on the Parks and Recreation Commission, which was advertised. An application was received from TJ Plew, which is attached. The Mayor, City Manager and Chair reviewed the application and recommend her appointment. Ms. Plew meets the requirements of the Parks and Recreation Commission membership.

COST ANALYSIS:

There is no cost impact from the recommended action.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

**CITY COUNCIL
CONSIDERATION OF APPPOINTMENT TO THE PARKS AND RECREATION
COMMISSION
JULY 11, 2017
PAGE 2 OF 2**

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve the appointment;
2. Request the vacancy be re-advertised; or
3. Provide other direction to staff.

Exhibits:

1. Application

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF CITY COUNCIL OF CITY OF KING, CALIFORNIA APPOINTING
TJ PLEW TO THE PARKS AND RECREATION COMMISSION**

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

WHEREAS, due to the expiration of the term of one of the members, there is currently a vacancy on the Parks and Recreation Commission; and

WHEREAS, the vacancy was duly publicized to the community; and

WHEREAS, an application was received from TJ Plew, which was reviewed per the process set forth in the King City Municipal Code for appointment of Commission vacancies; and

WHEREAS, appointment of TJ Plew to the Parks and Recreation Commission was recommended by the Mayor, City Manager and Committee Chair.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of King, California that TJ Plew is hereby appointed to the City of King Airport Parks and Recreation Commission.

PASSED AND ADOPTED at a regular meeting of the City Council on the 11th day of July, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

City Commissions, Committees, and Boards Volunteer Application



Commission/Committee/Board Applying For: Recreation Board

Contact Information

Name	TJ Flew
Street Address	51640 Pine Canyon Road
City ST ZIP Code	King City, CA 93930
Home Phone	916-251-2502
Work Phone	831-385-3243
E-Mail Address	TJ@SalinasValleyFair.com

Availability

During which hours are you available for volunteer assignments?

- Weekday mornings Weekend mornings
 Weekday afternoons Weekend afternoons
 Weekday evenings Weekend evenings

Describe your interest in becoming a member of this Commission/Committee/Board

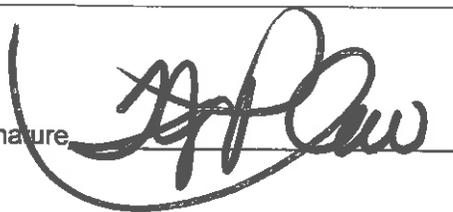
I believe a thriving, connected community is one with a healthy, vibrant recreation program. I would like to utilize my talents to ensure our community has a recreation program that serves all ages, genders and cultures.

Special Skills or Qualifications

Please summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities.

Grant Writing
 Event Organization, clean-up, etc.
 Public Speaking
 Team Building, working on a committee
 Diversity Training (gender, accessibility, culture, sexual orientation)

Applicant's Signature

A handwritten signature in black ink, appearing to read "J. Law", written over a horizontal line.

Date: 6.19.17

Thank you for your interest in volunteering your time!



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017
TO: CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF WIND SCULPTURE ART IN PUBLIC PLACES PLAN

RECOMMENDATION:

It is recommended the City Council approve a Wind Sculpture Art in Public Places Plan.

BACKGROUND:

The City Council recently approved a Downtown Streetscape Conceptual Plan prepared by RRM Design Group. One of the recommendations developed by the consultants was to install wind sculptures in the Broadway Street medians. The recommendation represented a way to provide more substantive aesthetic features in the medians since trees cannot be planted due to the sewer line and to capitalize on the City's winds that are normally viewed as a detriment. Meanwhile, expansion of public art efforts has been proposed as part of the City's recent community beautification efforts.

DISCUSSION:

A number of communities have developed themes to their public art programs, which is effective in increasing interest in the art features, particularly to attract visitors. Staff believes the wind sculpture concept could be especially effective in doing this because this style of sculpture adds movement to the art. As a result, staff recommends a plan of encouraging, facilitating and funding art pieces on private and public property featuring wind sculptures at strategic locations throughout the City over time. Once a number of the sculptures are in place, it will encourage people to visit and travel throughout the community because it will create an experience.

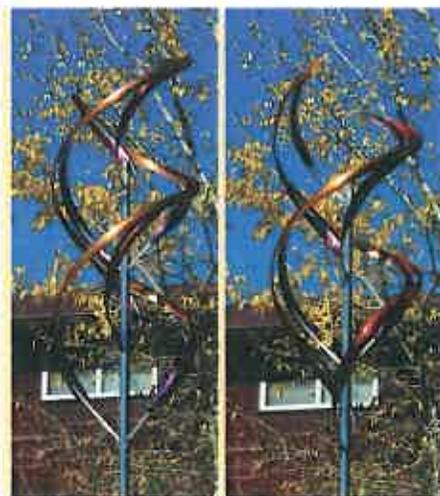
**CITY COUNCIL
CONSIDERATION OF WIND SCULPTURE ART IN PUBLIC PLACES PLAN
JULY 11, 2017
PAGE 2 OF 4**

The following potential locations are recommended:

- Southeast corner of Broadway Street and Mildred Avenue (O'Reilly's site – potential replacement of planned public kiosk)
- Broadway Street medians
- Northeast corner of Broadway Street and Vanderhurst Avenue (Proposed Downtown Plaza)
- Southeast corner of Broadway Street and 2nd Street (vacant lot – future project)
- Broadway Street and San Antonio Drive (new City entrance sign)
- City Hall
- First Street entrance sign
- Canal Street landscaped area
- Broadway Circle landscaped area
- San Antonio Park
- City Park
- Salinas Valley Fairgrounds
- San Antonio Drive medians

Other locations could be added that are identified as appropriate in the future. The plan would be to begin with installation of reasonably priced commercially available pieces and then advance to raising funds for original and more unique pieces in the future. The program would compliment rather than replace other efforts to also install murals at key locations.

Below are examples of commercially available wind sculptures:



**CITY COUNCIL
CONSIDERATION OF WIND SCULPTURE ART IN PUBLIC PLACES PLAN
JULY 11, 2017
PAGE 3 OF 4**

The following are examples of original pieces:



COST ANALYSIS:

Art pieces range in price from \$2,000 to \$20,000 for commercial pieces to \$40,000 to \$200,000 for original pieces. The objective would be to fund the program over time through a combination of City, grant, private business, and community funds.

ENVIRONMENTAL REVIEW:

The approval of the wind sculpture plan is not a “project” for the purposes of CEQA under CEQA Guidelines section 15378, as it is conceptual in nature, does not involve a commitment or authorization for specific sculpture(s), and would not

**CITY COUNCIL
CONSIDERATION OF WIND SCULPTURE ART IN PUBLIC PLACES PLAN
JULY 11, 2017
PAGE 4 OF 4**

have a reasonably foreseeable direct or indirect adverse physical change to the environment.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify the art locations or other aspects of the plan;
3. Approve the plan, but only to include original pieces rather than commercially available pieces;
4. Do not approve a plan encouraging installation of wind sculptures; or
5. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

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

RECOMMENDATION:

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

BACKGROUND:

The League of California Cities Annual Conference is scheduled for September 13th through the 15th in Sacramento. An important part of the Annual Conference is the Annual Business Meeting during the General Assembly, which is scheduled at noon on Friday, September 15th. At that meeting, delegates take action on resolutions that establish League policies. In order to participate, cities are requested to formally appoint a voting delegate.

DISCUSSION:

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

COST ANALYSIS:

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

**CITY COUNCIL
CONSIDERATION OF VOTING DELEGATE FOR THE LEAGUE OF
CALIFORNIA CITIES ANNUAL BUSINESS MEETING
JULY 11, 2017
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

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

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017
TO: CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF AMENDMENT TO AIRPORT IMPROVEMENT PROJECT GRANT 2016

RECOMMENDATION:

It is recommended the City Council approve and authorize the City Manager to execute an amendment to the Mesa Del Rey Airport Improvement Project (AIP) Grant Number 3-06-0113-012-2016 to expand the scope of work.

BACKGROUND:

The City is beginning work on the Airport Layout Plan, which will be prepared by consultant firm Kimley-Horn. Staff recently became aware of unexpended 2014 entitlement funds. As a result, staff is working with FAA representatives to determine if the funds can be allocated to the Kimley-Horn contract in order to expand the Airport Layout Plan to be a more comprehensive master plan in order to address additional needs staff has identified at the Mesa Del Rey Airport.

DISCUSSION:

Staff has requested the consultant to provide a revised scope of work and is waiting for a response from the FAA whether they will consider the proposal at the time of the agenda preparation. Given the timing of the funding, the City will be under substantial time constraints if approval is received. Therefore, staff will distribute additional information to City Council prior to the meeting on the status of the FAA response and recommended action.

COST ANALYSIS:

The maximum amount of funding available could be up to \$138,000. The City may be responsible for matching funds in the amount of \$7,000 to \$14,000.

**CITY COUNCIL
CONSIDERATION OF AMENDMENT TO AIRPORT IMPROVEMENT
PROJECT GRANT 2016
JULY 11, 2017
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

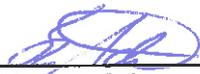
Any environmental review required will be part of the scope of work.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Modify as necessary from information that will be provided prior to the meeting and approve;
3. Do not approve any changes to the grant scope of work; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: JULY 11, 2017
TO: CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
RE: CONSIDERATION OF LISTING FOR SALE APN #245-111-034

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution declaring APN #245-111-034 as surplus property; 2) approve a Listing Agreement for Sale with Cushman & Wakefield U.S., Inc. and authorize the City Manager to make non-substantive changes as approved to form by the City Attorney; and 3) approve a listing price for the property at \$30,000 per acre.

BACKGROUND:

As part of the City's strategy to address budget goals and reduce the General Fund negative fund balance, staff has identified properties for sale owned by the City with no planned use. This included two agricultural properties adjacent to the City's wastewater treatment plant. The properties were previously leased, but maintained for future expansion of the wastewater treatment plant. However, in order to comply with existing regulations, it has been determined that any expansion will require upgrade of the wastewater treatment level. As a result, the plant will actually use less land in the future and this property is no longer needed for expansion of spray ponds.

The first property was sold last fiscal year. Sale of the second property was delayed pending the results of the wastewater treatment plant master plan in order to ensure it was not needed. Initial findings of the master plan process have been completed and have confirmed that this property can be sold.

DISCUSSION:

The property is approximately 58 acres in size and lies within the County unincorporated area. It is zoned agriculture so no zone change is needed. Per the requirements of Section 65402(a) of the California Government Code, the

**CITY COUNCIL
CONSIDERATION OF LISTING FOR SALE APN #245-111-034
JULY 11, 2017
PAGE 2 OF 2**

Planning Commission adopted a Resolution at their June 6, 2017 meeting finding that disposal of the property is consistent with the General Plan.

It is recommended to contract with Cushman & Wakefield U.S., Inc. to represent the City in the sale of the property. They represented the City in the other purchase, which was successful and staff felt their services were very good. They have particularly good knowledge of the sale of agricultural property in the Salinas Valley. The proposed sale price is based upon their recommendation. The property will be listed for a minimum of three weeks to provide all interested parties an opportunity to submit offers to ensure that it is sold for the maximum price.

COST ANALYSIS:

New revenue from the sale is estimated to be approximately \$1,675,000.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of sale of the Property. The sale of the Property is not a "project" for the purposes of CEQA as defined by CEQA Guidelines section 15378, as the sale of excess property is a fiscal activity and exchange of title does not have the potential for resulting in either a direct adverse physical change, or a reasonably foreseeable indirect adverse physical change, in the environment. Additionally, even if the exchange of title were a "project" for the purposes of CEQA, the sale of surplus property is categorically exempt from review under the CEQA Guidelines section 15312, Class 12 (Surplus Government Property Sales). No exceptions to the exemptions are applicable under CEQA Guidelines section 15300.2.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendations;
2. Approve the sale price, but direct staff to solicit proposals for real estate services;
3. Approve the Listing Agreement, but establish a different listing price; or
4. Provide other direction to staff.

Exhibits:

1. Listing Agreement for Sale

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING CERTAIN PROPERTY SURPLUS AND PROVIDING FOR THE DISPOSITION OF SAID PROPERTY

WHEREAS, the City of King ("City") is the owner of Assessor Parcel No. 245-111-034, as outlined in **Exhibit 1**;

WHEREAS, the City has found that there is no present or prospective reasonable use of the property;

WHEREAS, the City desires to dispose of the said property for the common benefit of the community; and

WHEREAS, the City derives the right to dispose of said property through Government Code Section 37350.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of King declares the property listed in Exhibit 1 as surplus and authorizes the City Manager to dispose of said property.

PASSED AND ADOPTED at a regular meeting of the City Council on the 11th day of July, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

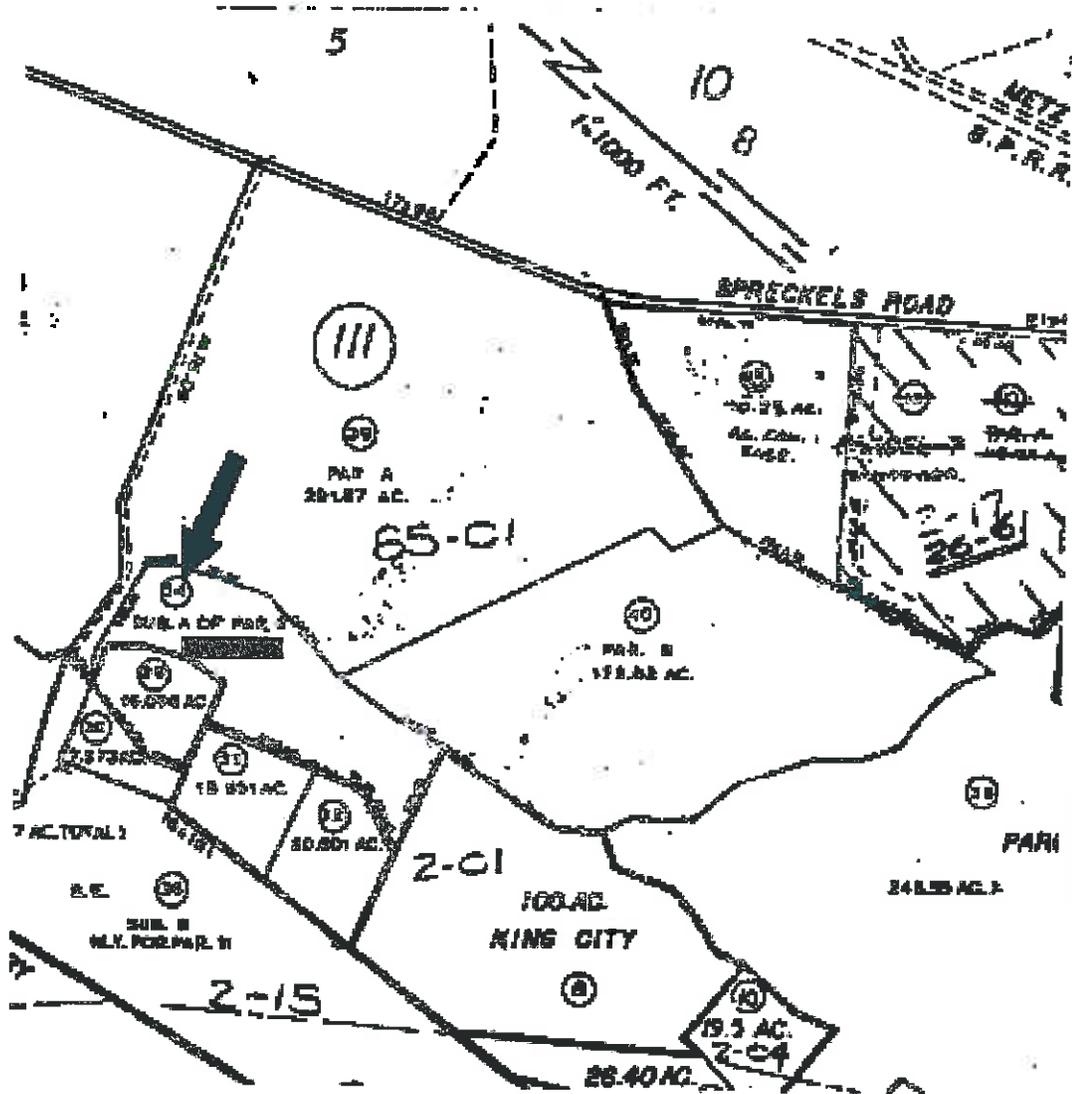
APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

Exhibit 1

Location of Assessor Parcel No. 245-111-034

EXHIBIT 1



LISTING AGREEMENT FOR SALE

LISTING AGREEMENT
FOR SALE

City of King ("Owner") appoints Cushman & Wakefield U.S, Inc. ("C&W") as its sole agent and grants to C&W the exclusive right to sell the real property located at Near King City, CA- APN #'s 245-111-034 (the "Property") as shown in Exhibit A, as provided below.

1. Term. The term of this Agreement will commence on June 26, 2017 and will expire on December 25, 2017.
2. Services. C&W will use its efforts to obtain a satisfactory purchaser for the Property at a sale price to be determined by Owner and on such other terms as are acceptable to Owner. C&W will negotiate the business terms of any purchase and sale agreement on behalf of Owner and in Owner's best interest, subject to Owner's review and final approval, except as otherwise directed by Owner. C&W will cooperate with other licensed real estate brokers.
3. Marketing. Owner authorizes C&W to advertise and place signage on the Property, subject to Owner's approval of any advertisements and signage. C&W, at its own expense, will place its standard sign on the Property and will prepare and distribute a standard brokerage flyer. All advertising whether prepared or issued by C&W or by Owner will identify C&W as Owner's exclusive agent for the Property.
4. Referrals. During the term of this Agreement, Owner will refer to C&W all inquiries and offers received by Owner with respect to the Property, regardless of the source of such inquiries or offers.
5. Commission. If, during the term hereof, Owner sells any interest in the Property, Owner will pay to C&W a commission in accordance with the attached Schedule of Commissions. Within 10 days after the end of the term, C&W will provide to Owner a list of prospective purchasers to whom the Property was submitted by any party during the term. If a prospective purchaser, appearing on the list, enters into a purchase and sale agreement during the term or within 90 days after the end of the term, and thereafter the sale is closed, Owner will pay a commission to C&W as provided above. Owner agrees that such 90-day period will be extended for so long as negotiations with a prospective purchaser are continuing.
6. Outside brokers. If C&W recognizes an outside broker authorized to represent the purchaser in a transaction for which a commission is payable hereunder, C&W will request such broker to agree to accept the outside broker portion of the commission computed and payable in accordance with the annexed Schedule, and if such other broker agrees, Owner will pay C&W the commission computed and payable in accordance with the Schedule out of which C&W will pay to such other broker its agreed upon commission and retain the balance of the commission as C&W's compensation. If the other broker does not so agree, then negotiations will be suspended until such agreement is obtained. The term "outside broker" means a broker other than **Michael Bassetti of C&W and Leticia Bugarin of C&W**. Notwithstanding the foregoing, if a gross receipts tax will be imposed on the commission payable to both C&W and the outside broker, then and in that event Owner agrees to pay the outside broker directly its agreed upon share of the commission.
7. Representation of Purchasers. Owner acknowledges and agrees that C&W may represent potential purchasers and consents to such dual representation, provided C&W timely discloses any such dual representation to Owner.

8. Fees and Expenses. If either party commences litigation against the other party to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) incurred.

9. Authority. Owner represents that it is in fact the owner of the Property and has the right to sell the Property. The individuals signing below represent that they are authorized to sign this Agreement on behalf of the entity indicated.

10. Professional Advice. C&W recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

11. OFAC. Each party represents and warrants to the other party that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this Agreement without the express written consent of each of the parties. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or prohibit any other or further exercise of any right hereunder. This Agreement shall benefit and be binding upon the parties and their respective successors and assigns. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13. Agency Disclosure. Owner acknowledges that it has received a copy of C&W's Disclosure Regarding Real Estate Agency Relationship and that Owner has returned a signed copy thereof to C&W.

LISTING AGREEMENT FOR SALE

CITY OF KING

By: _____
Name: _____
Title: _____
Date: _____

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Schedule of Commissions Follows]

SCHEDULE OF COMMISSIONS FOR SALE

The total commission shall be 4%, 2% to the Buyer's agent and 2% to the Seller's agent, if John Romans is represented by a Broker other than Michael Bassetti and Leticia Bugarin, or

Total commission shall be 3% of total sales price if John Romans, or any of his business entities purchases the Property, and is not represented by another broker.

For any other purchasers, the total commission shall be 6% of the total sales price.

Time of Payment: The commission shall be paid in full at the time of the closing or transfer of title to the Property, except in the case of an installment purchase contract, in which case the commission shall be paid in full at the time of the execution and delivery of the installment purchase contract between Owner and purchaser.

Computation of Sales Price: The commission shall be computed in accordance with the above rate(s) based upon the total sales price, which shall include any mortgages, loans or other obligations of Owner which may be assumed by the purchaser or which the purchaser takes title "subject to," any purchase money loans or mortgages taken back by Owner, the sales price of any fixtures or other personal property sold by separate agreement between Owner and purchaser as part of the overall sales of the real property, and the current market value of any other real or personal property transferred from the purchaser to Owner.

Purchase Option: If Owner grants a purchase option, C&W will be paid a commission at the above rate(s) as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

Deposit: In the event title does not close and the deposit is retained by Owner, the commission to be paid C&W shall be either 1/2 of the amount of the deposit, or the regular commission computed as set forth above, whichever is less.

**NOTICE TO OWNERS, BUYERS AND TENANTS REGARDING
ENVIRONMENTAL MATTERS,
AMERICANS WITH DISABILITIES ACT AND RELATED LAWS,
FLOOD DISCLOSURE, ZONING/USE DISCLOSURE AND
ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT**

ENVIRONMENTAL MATTERS

It is essential that all parties to real estate transactions be aware of the health, liability and economic impact of environmental factors on real estate. Cushman & Wakefield does not conduct investigations or analyses of environmental matters and, accordingly, urges the parties to a real estate transaction to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCBs and other contaminants or petro-chemical products stored in underground tanks) or other undesirable materials or conditions are present at the property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the property.

Various laws and regulations have been enacted at the federal, state and local levels dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances. Depending upon past, current and proposed uses of the property, it may be prudent to retain an environmental expert to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the property, special governmental approvals or permits may be required. In addition, the cost of removal and disposal of such materials may be substantial. Consequently, legal counsel and technical experts should be consulted where these substances are or may be present.

AMERICANS WITH DISABILITIES ACT AND RELATED LAWS

As an owner or tenant of real property, you may be subject to the Americans with Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

We recommend that you and your attorney review the ADA and the regulations, and, if appropriate, your proposed lease or purchase agreement, to determine if this law would apply to you, and the nature of the requirements. These are legal issues. Cushman & Wakefield cannot give you legal advice on these issues.

Furthermore, all California commercial leases regardless of size executed on or after July 1, 2013 must contain a provision disclosing whether the premises have been inspected by a government-approved Certified Access Specialist (CASp) and if so, whether the premises have been determined

to be in compliance with all applicable construction-related disability accessibility standards. The law (California *Civil Code* §1938) does not require a landlord to conduct a CASp inspection of the property; however, it does require that the landlord disclose whether or not an inspection has been completed and if so, whether the property meets the applicable accessibility standards.

FLOOD DISCLOSURE

If the premises is located in a Federally Designated Flood Zone, the Tenant's real and personal property situated on or in the premises is not protected by the hazard insurance policy for the property carried by the Landlord. The Tenant is responsible for investigating the Flood Zone status of the premises and obtaining insurance to cover the Tenant's property if it so desires.

ZONING/USE DISCLOSURE

Prior to executing a lease, the Tenant is responsible for determining that the zoning applicable to the property allows the Tenant to use the premises for the Tenant's intended use, and that all building codes, parking requirements, and other governmental requirements, improvements required, and permits necessary have been met or are available to Tenant. Cushman & Wakefield has made no representations, except in writing, if any, concerning the zoning and allowable use of the premises and any requirements that may be imposed upon the Tenant by any governmental agency. If the Tenant's use of the premises requires a Use Permit or other permits from a governmental authority it could take several months to obtain same, and Tenant may still be responsible for the payment of rent and other charges whether or not such permits are ultimately obtained.

ALQUIST-PRIOLO SPECIAL EARTHQUAKE FAULT ZONING ACT

The property may be situated in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act, Sections 2621-2630 inclusive, of the California *Public Resources Code*; and, as such the construction of development on the property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered with the State of California, unless such report is waived by the city or county under the terms of that Act. No representations on this subject are made by Cushman & Wakefield or its agents or employees, and the Tenant/Purchaser is advised to make its own inquiry into this situation prior to entering into a lease or sale agreement.

By your signature below, you acknowledge that you have read and understand this disclosure and have received a copy:

Received on _____, 20__

Signature: _____

LISTING AGREEMENT FOR SALE

Printed Name: _____