AGENDA

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

TUESDAY SEPTEMBER 26, 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City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.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 September 12, 2017 Council Meeting
Recommendation: approve and file.

B. City Monthly Treasurer's Report- August 2017
Recommendation: approve and file.

C. Successor Agency Monthly Treasurer's Report- August 2017
Recommendation: approve and file.

D. Public Financing Authority Monthly Treasurer's Report- August 2017
Recommendation: approve and file.

E. City Check Register
Recommendation: approve and file.

F. Successor Agency Register
Recommendation: approve and file.

G. Consideration: Second Readings and Adoptions of Ordinance No. 2017-749 (GPA) and Ordinance No. 2017-748 (Rezone) to Amend the General Plan and Zoning on Portions of Assessor Parcel No. 245-111-029-000 and 245-111-030-000 and Sale of Both Parcels
Recommendation: 1) conduct the second readings, by titles only; 2) adopt Ordinance No. 2017-749, which amends the General Plan from PQ to A; adopt Ordinance No. 2017-748, which amends zoning from M-1 to A; 4) adopt a Resolution declaring APN 245-111-029-000 and APN 245-111-030-000 as surplus property; 5) approve a revised Listing Agreement for Sale with Cushman & Wakefield U.S., Inc. for APN 245-111-029-000, APN 245-111-030 and APN 245-111-034-000, and authorize the City Manager to make no-substantive changes as approved to form by the City Attorney; and 6) approve a listing price for the property at $17,500 per acre for a total estimated selling price of $281,750 for APN 245-111-0290-000 and $122,500 for APN 245-111-030-000.

H. Consideration: Second Reading and Adoption of an Ordinance of the City Council of the City of King Adding Chapter 12.18 to the City of King Municipal Code Setting Forth Procedures for Expediting Permitting Processing for Electronic Vehicle Charging Systems
Recommendation: conduct the second reading by title only and adopt an Ordinance adding Chapter 12.18 to the City of King Municipal Code setting forth procedures for expediting permitting processing for electronic vehicle charging systems.

I. Consideration: Creation of Public Works Supervisor Position
Recommendation: 1) adopt a Resolution approving a Side Letter of Agreement with Service Employees International Union (SEIU) creating a new classification of Public Works Supervisor; and; 2) adopt a Resolution approving the job

description for the new classification of Public Works Supervisor.

J. Consideration: Contract Services Agreement for Operation of the Wastewater Treatment Plant and Wastewater Collection System Emergency Repairs and Response to Spills
Recommendation: 1) approve and authorize the City Manager to execute a Contract Services Agreement with Cypress Water Services (CWS) for operation of the wastewater treatment plant and sewer maintenance; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.

K. Consideration: Contract Services Agreement for Building Plan Review and Inspection Services
Recommendation: 1) approve and authorize the City Manager to execute a Contract Services Agreement with CSG Consultants, Inc. for building plan review and inspection services; and 2) authorize the City manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.

L. Consideration: 2017 Citywide ADA Pedestrian Walkway Assessment Plan and Environmental Review
Recommendation: adopt a Resolution approving the 2017 Citywide ADA Pedestrian Walkway Assessment Plan and making preliminary findings regarding the National Environmental Policy Act ("NEPA") and findings regarding the California Environmental Quality Act ("CEQA").

M. Consideration: Acceptance of Arboleda Phase 3 Subdivision Improvements
Recommendation: adopt Resolution No. 2017-4605 Accepting Certain Subdivision Improvements for the Arboleda Phase 3 Subdivision.

N. Consideration: Bingo License for St. John the Baptist Catholic Church
Recommendation: approve the application submitted by St. John the Baptist Church for issuance of a Bingo License.

O. Consideration: Proposed Project and Award of King City Entry Sign Project
Recommendation: award the King City Entry Sign Bid as proposed by Signs by Van, in the proposed amount of $52,061.04.

P. Consideration: FY 2017-18 SB 1 Funded Street Improvements
Recommendation: adopt a Resolution amending the FY 2017-18/FY 2018-19 Biennial Budget to appropriate revenues from SB 1 – The Road Repair and Accountability Act of 2017.

10. PUBLIC HEARINGS

A. Consideration: An Ordinance Amending Section 17.55 of Chapter 17 of the King City Municipal Code Regulating Signage within the City Limits
Recommendation: 1) Open the Public Hearing, consider public testimony; 2) Introduce and conduct the First Reading, by title only; and 3) Set the Second Reading and Adoption for the next regularly scheduled City Council meeting of

October 10th.

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

City Council Meeting
September 12, 2017

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor Pro Tem Victoria.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

Council Member DeLeon has an excused absence.

City Staff: City Manager Steven Adams; Assistant City Attorney Roy Santos; City Engineer, Octavio Hurtado; Admin. Asst./Deputy City Clerk, Erica Sonne

4. CLOSED SESSION ANNOUNCEMENTS:
None

5. PRESENTATIONS:

A. Council Member Acosta presented the September National Addiction and Recovery Month Proclamation to Sandra Pineda.

B. Dr. Brian Walker, South Monterey County Joint Union High School District's new superintendent was introduced by Board President, Paulette Bumbalough. Dr. Walker handed out some fun facts and a map.

6. PUBLIC COMMUNICATIONS:
Karen Jernigan, feels that really good things are happening downtown and she would like the City to take a look at trash cans downtown to keep them cleaned off monthly.

Sandy Baltarez and she is a product of DACA. She feels that DACA helped her accomplish many things in her life. Ana Torrez was a DACA recipient. They would like to ask the City to become a Dreamer Town.

7. COUNCIL COMMUNICATIONS:
Council Member Acosta she is leaving tomorrow to League of California cities conference and she looks forward to bringing information back.

Council Member Cullen is the chair for the Monterey County Community Foundation and they are excepting applications for grants, deadline September 22nd. Chamber of Commerce is doing a jobs expo on October 12th.

Mayor Pro Tem Victoria his AMBAG meeting was canceled. El Grito celebration is this weekend on the 17th. He is concerned about DACA and the Dreamers of King City. Lots of students from King City he would request the City Council declare King City a Dreamer City. He introduced a new community member Carlo DeLeon.

Mayor LeBarre stated there is a lot going on. Bicycle and Pedestrian Facilities Committee, Rail Policy Committee, He attended West Coast Barrel Racing Association Producers dinner it was awesome, New Officer Swearing in on the 5th, First Police Advisory Committee meeting he welcomed and thanked the members for attending. He mentioned the PGE streetlight ribbon cutting which is 9-15 and El Grito Celebration on 9-17

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams stated that City Hall is in the middle if getting new carpet. First Police Chief's Advisory Committee meeting. Block party will be October 26th. Each sergeant for each district will contact the district council member. We are having staffing changes retirement for Paul

Asst. Attorney Santos had nothing to report.

9. CONSENT AGENDA

A. Meeting Minutes of August 22, 2017 Council Meeting
B. City Check Register
C. Consideration: Additional Appropriation for Citywide Police Security Camera Project
D. Consideration: Agreement with Monterey County Water Resource Agency to Participate in the Salinas River Maintenance Program and the Salinas River Channel Stream Maintenance Program's River Management Unit Association, Inc.
E. Consideration: Annual Fire Inspection Program and Changes to Fire Inspection Fees
F. Consideration: Agreement with Earth Design International for Professional Community Development Services
G. Consideration: Appointment of Alternate Board Member to the Salinas Valley Basin Groundwater Sustainability Agency
H. Consideration: Six Month Extension of the Rental Fee of $250 per Month for the King City Boxing Club

Action: Motion to approve consent agenda by Victoria and seconded by Acosta.

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

10. PUBLIC HEARINGS:

A. Consideration: Modification of the City's Sign Ordinance Title 17, Chapter 17.55 of the King City Municipal Code
Recommendation: 1) Open the Public Hearing, consider public testimony; 2) Introduce and conduct the First Reading, by title only; and 3) Set the Second Reading and Adoption for the next regularly scheduled City Council meeting of September 26th.

Action: Motion to continue this item to the next meeting by Cullen and seconded by Victoria.

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

B. Consideration: Amend the General Plan Land Use Designation of the Remaining Portion of APN NO: 245-111-030-000 and APN 245-111-029-000 From Public Quasi-Public ("PQ") to Agriculture ("AG") and Amend the Zoning of the Same Portion of Land from Light Industrial ("M-1") Zoning District to Agriculture ("A")

Community Development Director Doreen Liberto introduced this item.

Mayor LeBarre opened the public hearing, seeing no one come forward, Mayor LeBarre closed the public hearing.

Action: Motion to Open the Public Hearing, consider public testimony; 2) Introduce and conduct the First Reading, by title only; and 3) Set the Second Reading and Adoption for the next regularly scheduled City Council meeting of September 26th by Cullen and seconded by Victoria.

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

C. Consideration: An Ordinance of the City Council of the City of King Adding Chapter 12.18 to the City of King Municipal Code Setting Forth Procedures for Expediting Permitting Processing for Electronic Vehicle Charging Systems

City Manager Adams introduced this item.

Mayor LeBarre opened the public hearing, seeing no one come forward, Mayor LeBarre closed the public hearing.

Action: Motion to Open the Public Hearing, consider public testimony; 2) Introduce and conduct the First Reading by title only; and 3) Set the Second Reading and Adoption for the next regularly scheduled City Council meeting of September 26th by Acosta and seconded by LeBarre.

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

11. REGULAR BUSINESS:

A. Consideration: Wastewater Collection System Master Plan and Wastewater Treatment Facilities Plan

City Manager Adams introduced this item.
Eric Casares, Carrollo Engineering, further introduced this item with a power point.

Karen Jernigan is concerned with the WWTP being so close to the Salinas River and flooding.

Mr. Casares stated that the building is above flood elevation.
Marc Bloom, Cal Water, recycled rates are completely separate and the single home owner would not notice a difference in rates.

RJ Rivera, clarified that tertiary part of wastewater Cal Water would be paying for.

Action: Motion to 1) approve the proposed Wastewater Collection System Master Plan and Wastewater Treatment Facilities Plan; 2) adopt a Resolution approving a Water Recycling Study Grant Application; 3) approve and authorize the City Manager to execute a Memorandum of Understanding (MOU) with California Water Service to participate in a joint Recycled Water Feasibility Study; and 4) direct staff to solicit proposals for preparation of a wastewater rate study by Council Member Cullen seconded by Council Member LeBarre.

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

B. Consideration: Street Improvement 5-Year Capital Improvement Project

City Manager Adams introduced this item.

Action: Motion to approve the proposed Street Improvement 5-Year Capital Improvement Project (CIP) by Victoria and seconded by Cullen.

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

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 7:44pm to regular closed session meeting with the Mayor reading in the closed session items.

1. Government Code Section 54956.9
   CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

   Initiation of litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (Deciding Whether to Initiate Litigation):

   One Case

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT – AUGUST 2017

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

There is no fiscal impact as a result of this action

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

Exhibits:
1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
August 31, 2017

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	**Investment Type**				
State of California LAIF - City	Pooled	0.92%	2,272,744.53	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	3,291,849.60	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	22,052.80	On Demand	N/R
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			5,679,067.00		
Total Cash and Investments			5,679,067.00		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 09/26/2017. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

KING CITY
CALIFORNIA

Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: CONSIDERATION OF SUCCESSOR AGENCY MONTHLY TREASURER'S REPORT – AUGUST 2017

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King

Investment Report
Schedule of Cash and Investments
August 31, 2017

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	**Investment Type**				
Wells Fargo Bank	SA Checking Account		1,412,723.20	On Demand	N/R
Invested by City Treasurer (Subtotal):			1,412,723.20		
Invested by Trustees (as of August Statements)					
Bond Reserves (1)					
U.S. Bank - 2011 TARB					
US Bank Money Market Ct	Escrow Fund #5050	0.00%	5,628,131.17	8/1/2034	5,628,131.17
U.S. Bank - 2016 A & B TARB					
US Bank Money Market Ct	Debt Service Fund #5000	0.00%	51.52	3/31/2025	51.52
US Bank Money Market Ct	Interest Account #5001	0.10%	9,233.09	3/31/2025	9,233.09
US Bank Money Market Ct	Cost of Issu Acct. #5009	0.10%	0.00	3/31/2025	0.00
U.S. Bank - 2016 TARB					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	213,964.14	3/31/2025	213,964.14
US Bank Money Market Ct	Interest Account #6001	0.00%	520.42	9/30/2016	520.42
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,500.00	3/31/2025	319,500.00
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Escrow Fund #6050	0.39%	0.00	9/30/2016	0.00
Market Value Providedby U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			6,171,400.34		
Total Cash and Investments			7,584,123.54		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 09/26/2017. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Bonds

KING CITY
CALIFORNIA

Item No. 9(D)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: SEPTEMBER 26, 2017

TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY

FROM: STEVEN ADAMS, SECRETARY

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT – AUGUST 2017

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King

Investment Report
Schedule of Cash and Investments
August 31, 2017

Investment Instrument	Investment Type	Yield	Amount	Maturity	Value
Invested by City Treasurer					
Wells Fargo Bank	Fin Auth Checking Account		1,488.59	On Demand	N/R
State of California LAIF- Financing Authority	Pooled	0.92%	8.48	On Demand	N/R
Invested by City Treasurer (Subtotal):			1,497.07		
Total Cash and Investments			1,497.07		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 09/26/2017. Cash flow liquidity is still limited.

SIGNED: _____
Secretary

KING CITY
CALIFORNIA

Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: CONSIDERATION OF CITY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:
1. Check Register Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

Check Register Report

Date: 09/20/2017
Time: 2:07 pm
Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
59535	09/08/2017	Printed		A T T	A T & T	Monthly Internet -	23.33
59536	09/08/2017	Printed		ACOSTAD	DARLENE ACOSTA	Conference - 9/13 - 9/15/17	302.00
59537	09/08/2017	Printed		ADAMSS	STEVEN ADAMS	C M Travel Reimbursement	109.14
59538	09/08/2017	Printed		AGUILARR	RIGOBERTO AGUILAR	Refund-Cancel Program	61.04
59539	09/08/2017	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - July 2017	29,797.39
59540	09/08/2017	Printed		ALLSTAR	ALLSTAR FIRE EQUIPMENT INC.	Adapter	1,072.85
59541	09/08/2017	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Computer Support - Oct 2017	2,932.40
59542	09/08/2017	Printed		ANDRADER	ROSARIO ANDRADE	Rec Center Rental Deposit.	200.00
59543	09/08/2017	Printed		ACCAPS	ASSOCIATION OF CALIFORNIA	2017 Membership Dues	750.00
59544	09/08/2017	Printed		AT & T	AT & T	Sentry Alarm Service -	107.16
59545	09/08/2017	Printed		AT&T - C	AT&T	911 Line -	647.09
59546	09/08/2017	Printed		AVIATION S	AVIATION SPECIALTIES	Filter Replacement	3,591.78
59547	09/08/2017	Printed		BAYSHORE	BAYSHORE CONSULTING GROUP, INC	C M Consulting	1,742.68
59548	09/08/2017	Printed		BEATWEAR	BEATWEAR, INC	New Uniform - Ofc S. B.	430.63
59549	09/08/2017	Printed		BLUECOUR	BLUE COURAGE LLC	Blue Courage Books	151.45
59550	09/08/2017	Printed		BRAINARD	BRAINARD INVESTIGATIONS	Background - Ofc S. B.	915.88
59551	09/08/2017	Printed		CPRSM	CALIFORNIA PARK & RECREATION	Membership -	170.00
59552	09/08/2017	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Monthly Water Service -	29,274.55
59553	09/08/2017	Printed		CEEL	AMERICAN FUTURE SYSTEMS INC	Education Material	124.95
59554	09/08/2017	Printed		CNAUTO	CLARK N. CLEVENGER	Bar Oil	7.50
59555	09/08/2017	Printed		COPWARE, I	COPWARE, INC.	License 11/2017 - 10/2018	615.00
59556	09/08/2017	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Vapor Test	780.00
59557	09/08/2017	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprint Check	160.00
59559	09/08/2017	Printed		EARTH DESI	EARTH DESIGN, INC.	CUP 2016-014 -	28,242.28
59560	09/08/2017	Printed		GARCIAIR	IRMA GARCIA	Rec Deposit Refund	200.00
59561	09/08/2017	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Sprinklers	96.28
59562	09/08/2017	Printed		GUTTREE	GUTIERREZ TREE TRIMMING &	Per Tree Contract	10,000.00
59563	09/08/2017	Printed		HUGHES	SHARLENE HUGHES	Forden Park Grand Opening	689.83
59564	09/08/2017	Printed		HYDRO TURF	HYDRO TURF, INC.	Solenoid	1,952.04
59565	09/08/2017	Printed		JBTIRE	MIGUEL JACOBO	Spotlight Handle, Unit 106	605.79
59566	09/08/2017	Printed		LINCOLN	LINCOLN AQUATICS	Chlorine	2,262.72
59567	09/08/2017	Printed		MO CO EMER	MONTEREY COUNTY EMERGENCY	FY 2017-2018 Q1	2,882.16
59568	09/08/2017	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	180.77
59569	09/08/2017	Printed		PURE WATEF	PENINSULA PURE WATER INC.	Monterey Water-C H	35.95
59570	09/08/2017	Printed		PINN	PINNACLE HEALTHCARE	Pre-employement Physical -	150.00
59571	09/08/2017	Printed		PRINTING	PRINTING SYSTEMS INC.	P/R Checks	353.49
59572	09/08/2017	Printed		PROYOUTH	PROYOUTH	After School Program-Sept 2017	11,458.33
59573	09/08/2017	Printed		QUILL CORP	QUILL CORPORATION	Supplies	117.40
59574	09/08/2017	Printed		RAINBOW	RAINBOW PRINTING	Property List Forms	125.14
59575	09/08/2017	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Monthly Internet	30.90
59576	09/08/2017	Printed		ELREPA	RENE MARTINEZ JR.	(4) Boots	627.00
59577	09/08/2017	Printed		SL POWER	SAN LUIS POWERHOUSE INC.	Police Station Generater	480.00
59578	09/08/2017	Printed		SIRCHIE AC	SIRCHIE ACQUISITION CO., LLC	Printed Evidence Tape Rolls	124.29
59579	09/08/2017	Printed		SMITHE	SMITH & ENRIGHT	Irrigation Controller	1,200.00
59580	09/08/2017	Printed		SPEAK	SPEAKWRITE BILLING DEPT	August 2017 Services	207.16
59581	09/08/2017	Printed		STATE WATE	STATE WATER RESOURCE	Renewal	170.00
59582	09/08/2017	Printed		PURSUIT	STOMMEL INC	Laptop Mounts - New Vehicles	1,103.92
59583	09/08/2017	Printed		VALSA	TAVIT & ARAM KARABETYAN PARTNE	Repair Blower.	455.81
59584	09/08/2017	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services - 7/2017	4,700.00
59585	09/08/2017	Printed		TORO	TORO PETROLEUM CORP.	Oil - Acct #1679	113.55
59586	09/08/2017	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	Services for August 2017	53.90
59587	09/08/2017	Printed		TYLER TECH	TYLER TECHNOLOGIES, INC.	Contract Maint. - P/R, A/R,	5,175.72

Check Register Report

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
59588	09/08/2017	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	1,221.50
59589	09/08/2017	Printed		VALDESM	MAYTE VALDES	Deposit & Setup Fee Refund	275.00
59590	09/08/2017	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phone Service -	802.20
59591	09/08/2017	Printed		WE TIP, IN	WE TIP, INC.	Annual Membership -	1,500.00
59592	09/08/2017	Printed		A & G PUMP	A & G PUMPING, INC	Pump Out of Wash Rack.	500.00
59593	09/08/2017	Printed		LA HEARNE	L.A. HEARNE COMPANY	Rat & Mice Killer	322.65
59594	09/08/2017	Printed		MBAS	MBAS, INC.	Lab Work	10,020.00

Total Checks: 59 **Checks Total (excluding void checks): 162,402.60**

Total Payments: 59 **Bank Total (excluding void checks): 162,402.60**

Total Payments: 59 **Grand Total (excluding void checks): 162,402.60**

KING CITY
CALIFORNIA

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

RE: CONSIDERATION OF 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.

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.

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:
1. Check Register Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

Check Register Report

Date: 09/20/2017
Time: 2:13 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							
218	09/08/2017	Printed		USBANK	US BANK	Bonds 2016 A & B	2,200.00
				Total Checks: 1		**Checks Total (excluding void checks):**	**2,200.00**
				Total Payments: 1		**Bank Total (excluding void checks):**	**2,200.00**
				Total Payments: 1		**Grand Total (excluding void checks):**	**2,200.00**

KING CITY
CALIFORNIA

Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER
DOREEN LIBERTO, AICP, MDR, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF SECOND READINGS AND ADOPTIONS OF ORDINANCE NO. 2017-749 (GPA) AND ORDINANCE NO 2017-748 (REZONE) TO AMEND THE GENERAL PLAN AND ZONING ON PORTIONS OF ASSESSOR PARCEL NO. 245-111-029-000 AND 245-111-030-000 AND SALE OF BOTH PARCELS

RECOMMENDATION:

It is recommended that the City Council: 1) conduct the second readings, by titles only; 2) adopt Ordinance No. 2017-749, which amends the General Plan from PQ to A; 3) adopt Ordinance No 2017-748, which amends the zoning from M-1 to A; 4) adopt a Resolution declaring APN 245-111-029-000 and APN 245-111-030-000 as surplus property; 5) approve a revised Listing Agreement for Sale with Cushman & Wakefield U.S., Inc. for APN 245-111-029-000, APN 245-111-030 and APN 245-111-034-000, and authorize the City Manager to make non-substantive changes as approved to form by the City Attorney; and 6) approve a listing price for the property at $17,500 per acre for a total estimated selling price of $281,750 for APN 245-111-029-000 and $122,500 for APN 245-111-030-000.

BACKGROUND:

On September 12, 2017, the City Council conducted a public hearing and the first reading of Ordinance No. 2017-749 to amend the General Plan from Public Quasi ("PQ") to Agriculture ("PQ") (Case No. GPA2017-002), and the first reading of Ordinance No. 2017-748 to change the zoning from Light Industry ("M-1") to Agriculture ("A") (Case No. RC2017-002) on 23-acres of land situated within the city limits and adjacent to the wastewater treatment plant ("WWTP"). (Portions of APN 245-111-029 and APN 245-111-030.)

Staff proposes the City sell the remaining portions of APN 245-111-030-000 (7.00 acres) and APN 245-111-029-000 (16.10 acres) and APN 245-111-034-000 (57.9 acres) which total 81-acres. Listing and declaration of APN 245-111-034-000 as surplus property was approved by the City Council at the July 11, 2017 meeting. Of the total acreage, 57.91-acres (APN 245-111-034-000) are located within the unincorporated area (County of Monterey), and designated for agriculture. The remaining 23-acres are located within the city limits and subject to the General Plan amendment and rezone.

DISCUSSION:

The City has been in the processing of selling a number of parcels and has already processed the following General Plan Amendments and Zone Changes. Below is a list of General Plan Amendments that have already been processed or are in the process of being reviewed for amendment:

- General Plan Amendment & Zone Change: Portion of APN 245-111-036-000 (76.58 acres within city limits) approved by City Council on February 28, 2017.

- General Plan Amendment & Zone Change: A Sliver of APN 245-111-030-000 (Clean up item) approved by City Council on April 25, 2017.

After listing of APN 245-111-034-000 was approved by City Council, staff identified two adjacent properties that are not currently farmed, but are not used by the City and are appropriate for agriculture. Therefore, it is recommended they be sold for revenue along with APN 245-111-034-000, which is currently leased for farming. The City's real estate consultant has assessed the property and recommended $17,500 per acre as the appropriate listing price, which is lower than the $30,000 per acre for APN 245-111-034-000 because it will require costs and work to prepare the site for farming that are not involved with the other parcel. There are also restrictions on the distance from the spray fields that land can be farmed, which can impact use of a portion of the property and further impacts the projected value. A revised listing agreement is attached.

The Ordinances involve amending the General Plan Land Use Map and the Zoning Map for portions of APN 245-111-029-000 and APN 245-111-030-000. The properties are situated west of the City, adjacent to the WWTP and located within city limits. They are approximately 23-acres. The proposed future use is to farm the subject properties.

On September 5, 2017, the Planning Commission recommended the City Council amend the General Plan and rezone the property as discussed in this staff report. Subsequent to the above recommendation, the Planning Commission made a General Plan Consistency Determination based on the recommended General Plan and rezone recommendations (Agriculture).

These portions of land were originally intended for future expansion of the wastewater treatment plant. However, the plant is now proposed to be upgraded to a secondary or tertiary treatment plant, which requires less land. Therefore, this portion of land is no longer needed.

A public hearing notice was published in the South County Newspaper *The Rustler* on August 23, 2017 and notices were mailed to property owners within 300-foot radius of the site.

COST ANALYSIS:

When combined with APN 245-111-034-000, the revenue from the overall sale could potentially be as high as $2,145,000 depending upon the amount of offer(s) received.

ENVIRONMENTAL REVIEW:

Pursuant to Public Resources Code §15061 (3), and in accordance with the California Environmental Quality Act ***("CEQA"),*** the project is covered by the general CEQA rule which states if it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment, the activity is not subject to CEQA. Staff believes that changing the land use designations from PQ and M-1 to AG and A will not have a significant effect on the environment, and therefore the project is not subject to CEQA.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Adopt the Ordinances, but change the recommended listing price;
3. Do not approve staff's recommendations; or
4. Provide other direction to staff.

Exhibits:

1. Location of property
2. General Plan Land Use Map
3. Zoning Map
4. Ag Zoning District Text
5. Ordinance for the GPA
6. Ordinance for the RZ
7. September 12, 2017 City Council Staff Report
8. Listing Agreement with Cushman & Wakefield U.S., Inc.

Submitted by: _____
Doreen Liberto, AICP, MDR, Community Development Director

Approved by: _____
Steven Adams, City Manager

APN 245-111-034 57.91 ACRES ±
245-111-029 16.10 ACRES ±
245-111-030 (PORTION) 7.00 ACRES ±

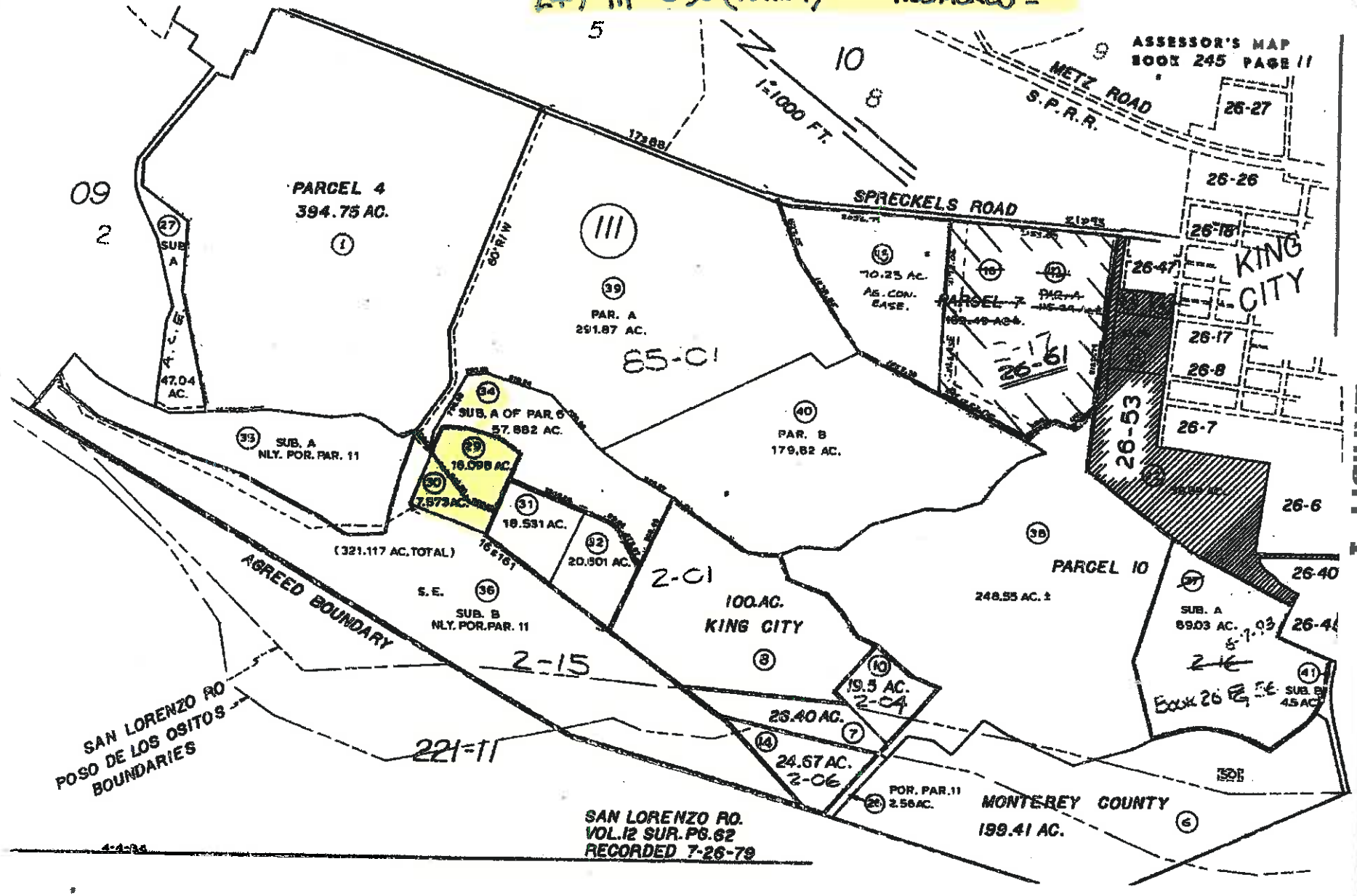

EXHIBIT 1

EXHIBIT 2

GENERAL PLAN LAND USE MAP

PROPOSED GENERAL PLAN LAND USE AMENDMENT

GPA 2017-002

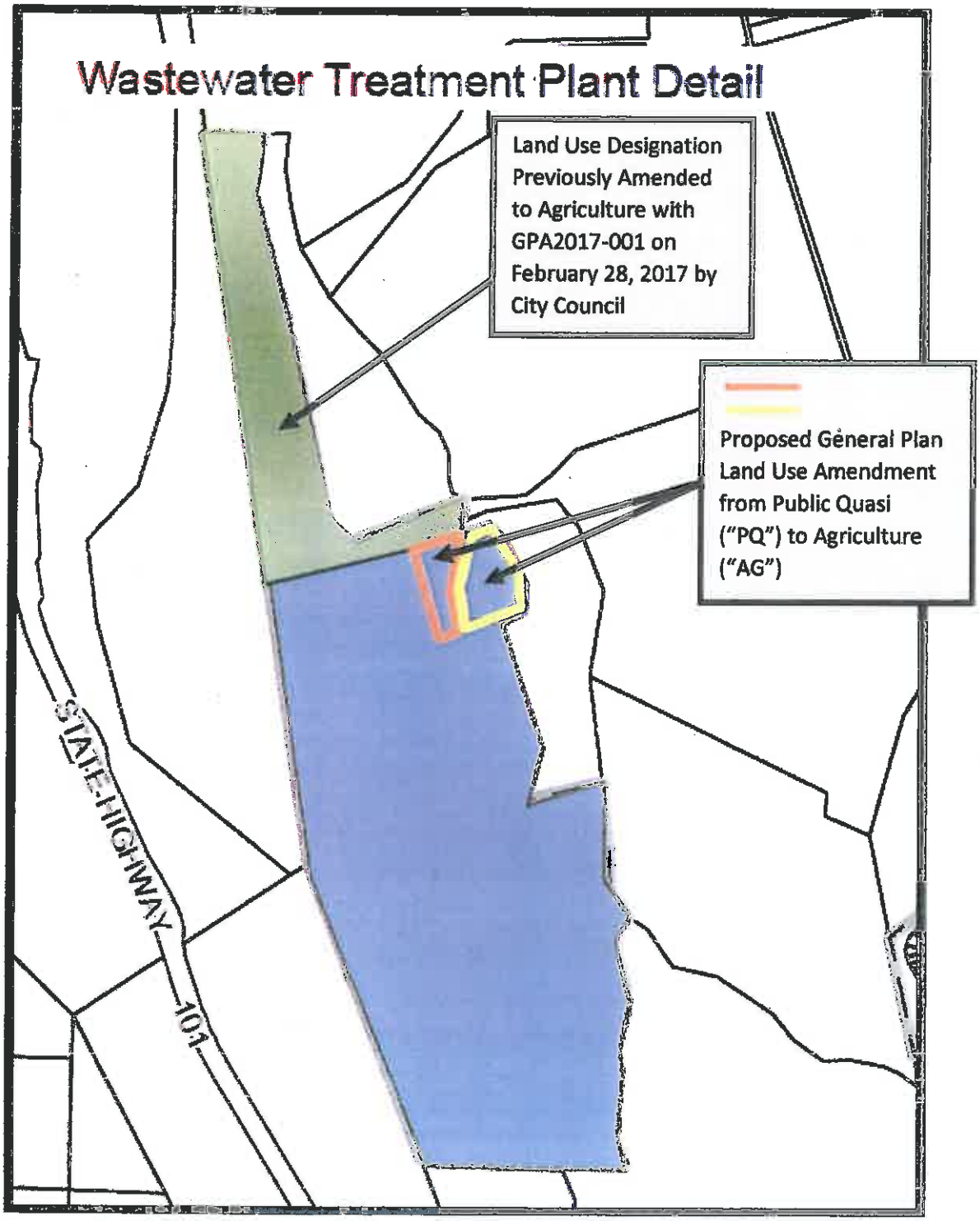

EXHIBIT 3
ZONING MAP

PROPOSED ZONE CHANGES

RZ2017-002

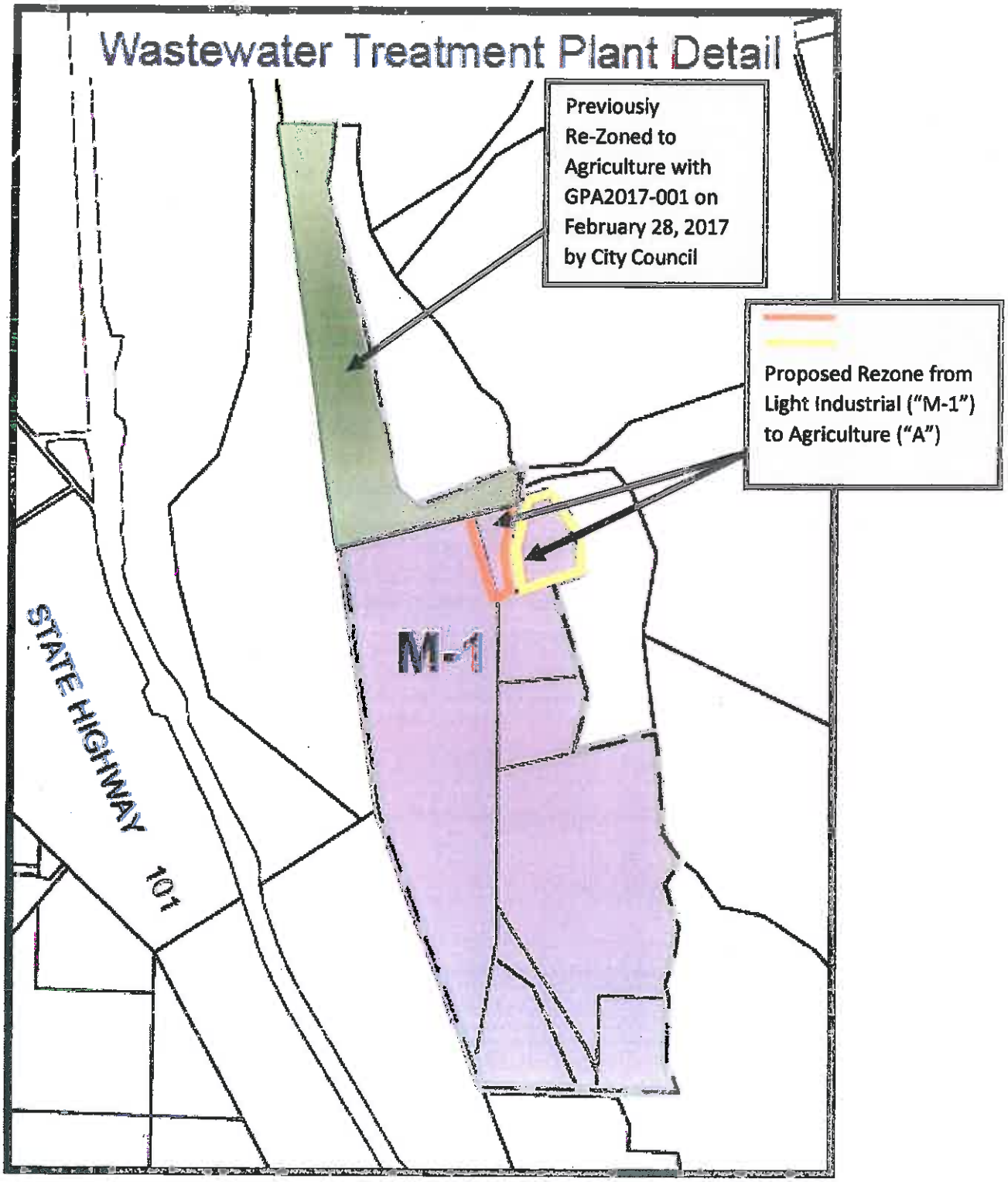

EXHIBIT 4

Chapter 17.10 A—AGRICULTURAL DISTRICT

17.10.010 Purpose.

The purpose of this chapter is to provide an agricultural district to protect and maintain agricultural land for agricultural purposes.

The following regulations shall apply in all A districts and shall be subject to the provisions of Chapters 17.48 through 17.52. (Ord. 354 § 17.4.21, 1973)

17.10.020 Uses permitted.

(1) All agricultural uses, including crop and tree farming, livestock farming, except hog, dairy or poultry farming, except the uses indicated in subsection 2 shall not be established until a use permit is first obtained.

(2) Stands for sale of products grown on premises; home occupations. (Ord. 354 § 4.21.1, 1973)

17.10.030 Uses subject to obtaining permit.

Uses permitted subject to first securing a use permit in each case shall be as follows:

(1) Fish and worm farms;

(2) Cattle feed yards and animal sales yards;

(3) Storage, rental and sales of irrigation equipment;

(4) Labor supply and contract labor camps and quarters; construction or trailer park for farm labor;

(5) Packing and agricultural processing plants and commercial storage of fertilizer, stock auction and stock sales yards;

(6) Public and quasi-public uses including churches, schools accredited to the state school system, parks and play grounds, nonprofit recreation, airports and heliports, landing strips, animal hospital, commercial kennels, boarding kennels, community centers, lodge, club and organization halls and one noncommercial guest house;

(7) Golf course with standard length fairways;

(8) Public utility buildings and uses and service yards. (Ord. 354 § 4.21.2, 1973)

17.10.040 Accessory buildings and uses.

Accessory buildings and uses permitted shall be:

(1) Accessory buildings and accessory uses, including barns, stables and other farm outbuildings, farm labor quarters (structures or trailers) and quarters for servants employed on the premises, one family dwellings, accessory to an agricultural operation on the same building site;

(2) One occupied trailer subject to first obtaining a use permit;

(3) Signs shall be permitted as set out in Article III of Chapter 17.54. (Ord. 354 § 4.21.3, 1973)

17.10.050 Maximum height.

Maximum allowable height shall be thirty feet. (Ord. 354 § 4.21.4, 1973)

17.10.060 Minimum building site.

Minimum building site and lot width required, unless combined with any B district shall be as follows:

(1) Building Site. Single-family dwellings and dwellings for farm labor employed on-premises, twenty thousand square feet; additional building site permitted subject to first obtaining a use permit for each additional twenty thousand square feet of building site. Packing and processing of agricultural products, three acres. Labor camps or labor trailer park, three acres. Schools, three acres. All other uses, twenty thousand square feet or as prescribed in the use permit;

(2) Average building site width shall be one hundred feet. Minimum lot width shall be seventy-five feet. (Ord. 354 § 4.21.5, 1973)

17.10.070 Minimum yard requirements.

Minimum yards required, unless building lines have been established shall be:

(1) Front yard, thirty feet;

(2) Side yard, ten feet;

(3) Rear yard, twenty feet. (Ord. 354 § 4.21.6, 1973)

17.10.080 Development standards.

Development standards are as follows:

Packing houses; processing of agricultural products, commercial processing and storage of fertilizer and mining shall be subject to the provisions of Chapters 17.54 and 17.56 regarding performance standards. (Ord. 354 § 4.21.7, 1973)

17.10.090 Minimum off-street parking.

The provisions of Chapter 17.52 shall apply in determining the amount of space that must be provided for each use. The parking space shall be improved as set forth in said chapter. (Ord. 354 § 4.21.8, 1973)

View the mobile version.

EXHIBIT 5

ORDINANCE NO. 2017-749

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA AMENDING THE GENERAL PLAN LAND USE DESIGNATION FROM PUBLIC QUASI (PQ) TO AGRICULTURE (AG) (CASE NO. GPA2017-002) ON PORTIONS OF ASSESSOR PARCEL NO. 245-111-030-000 AND 245-111-029-000.

WHEREAS, the Community Development Department ("Department") of the City of King reviewed an application to amend the General Plan land use designation from Public-Quasi ("PQ") to Agriculture ("AG") (Case No. GPA2017-002) and amend the zoning district from Industrial ("I") to Agriculture ("AG") (Case No. RC2017-002) on portions of Assessor Parcel No. 245-111-030-000 and Assessor Parcel No. 245-111-029-000, and consisting of approximately 81-acres, as shown on **Exhibit 1**; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), and pursuant to CEQA Guideline section15061(3), this activity is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on September 5, 2017, the City of King Planning Commission ("Commission") conducted a public hearing to consider the applications and after considering public testimony, the staff report and all submitted evidence to support the applications, the Commission recommended the City Council ("Council") approve Case No. GPA2017-002 and Case No. RC2017-002; and

WHEREAS, on September 12, 2017, the Council conducted a public hearing to consider the Commission's recommendation, and after considering public testimony, the staff report and all submitted evidence, desires to approved Case No. GPA2017-002.

NOW THEREFORE, the people of the chartered City of King City do ordain as follows:

SECTION 1. The City Council finds and determines that the enactment of this Ordinance is statutorily exempt from environmental review pursuant to the State CEQA Guideline §15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this includes that the activity does not have a significant effect on the environment as the property is currently being used for agricultural purposes, and the general plan amendment and rezone merely recognize the existing use.

SECTION 2. The City Council of the City of King, does hereby make the following findings of fact:

1. The proposed General Plan amendment from Public Quasi ("PQ") to Agriculture ("AG") is compatible with adjacent uses and densities. The Agricultural land use designation is consistent with the character of the area, which is predominately agriculture.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 4. All other ordinances of the City of King or provisions of the King City Municipal Code which are in conflict with this Ordinance are hereby superseded to the extent of such conflict.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation by the City Clerk.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 12th day of September 2017, and adopted the Ordinance after the second reading at a regular meeting held on the 26th day of September 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

APN 245-111-034 57.91 ACRES ±
245-111-029 16.10 ACRES ±
245-111-030 (PORTION) 7.00 ACRES ±

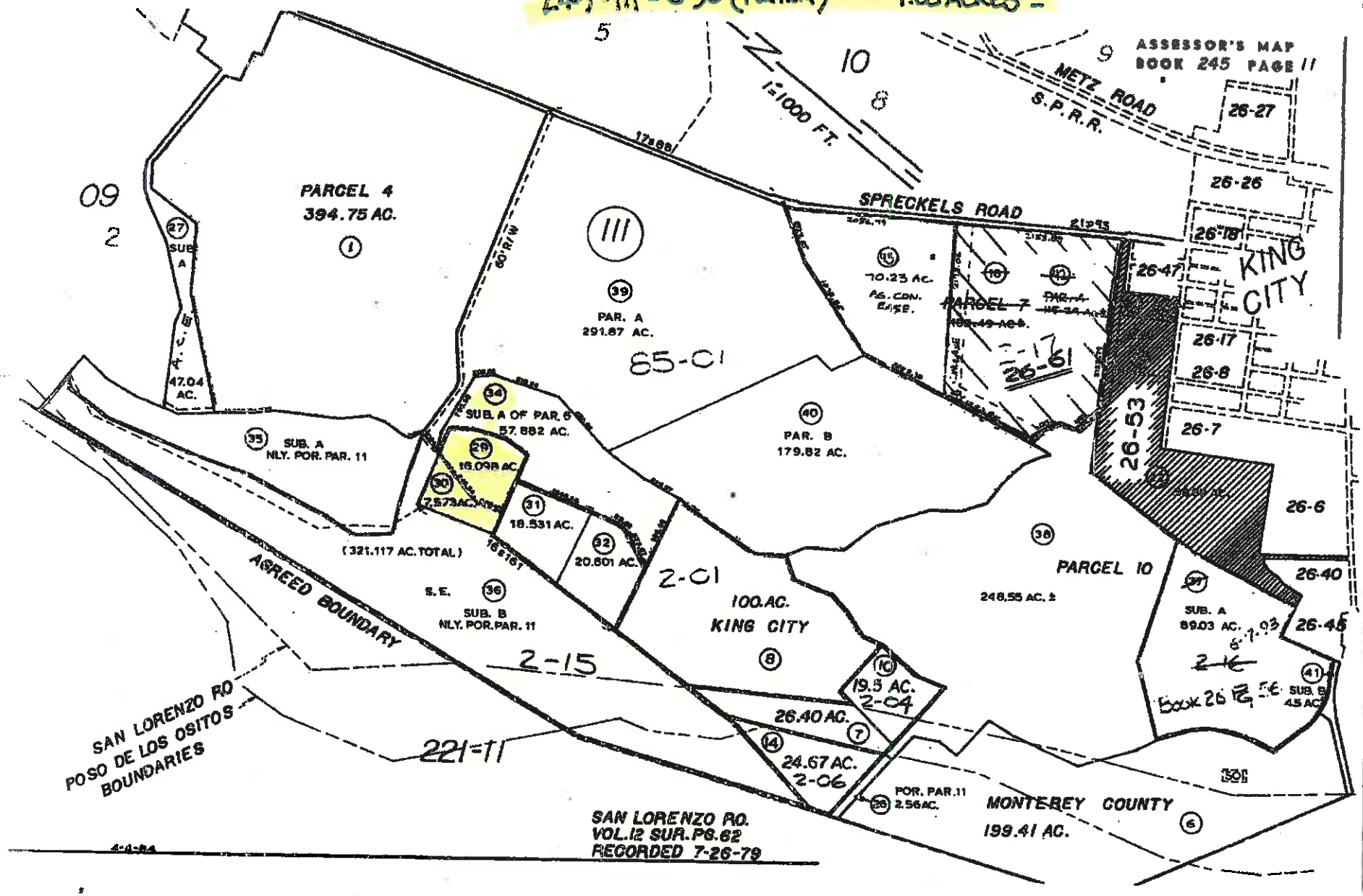

EXHIBIT 1

EXHIBIT 6

ORDINANCE NO. 2017-748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA APPROVING A ZONING DISTRICT CHANGE FROM INDUSTRIAL (M-1) TO AGRICULTURE (AG) (CASE NO. ZC2017-002) ON PORTIONS OF ASSESSOR PARCEL NO. 245-111-030-000 AND ASSESSOR PARCEL NO. 245-111-029-000.

WHEREAS, the Community Development Department ("Department") of the City of King reviewed applications to amend the General Plan land use designation from Public-Quasi ("PQ") to Agriculture ("AG") (Case No. GPA2017-002) and amend the zoning district from Industrial ("I") to Agriculture (AG) (Case No. RC2017-002) on portions of Assessor Parcel No. 245-111-030-000 and Assessor Parcel No. 245-111-029-000, and consisting of approximately 81-acres, as shown on **Exhibit 1**; and

WHEREAS, on September 5, 2017, the Planning Commission ("Commission") adopted Resolution No.2017- 188 recommending the City Council ("Council") amend the General Plan designation from Public Quasi ("PQ") to Agriculture ("A") and amend the zoning district from Industrial ("M-1") to Agriculture ("A"); and

WHEREAS, the proposed zoning district change to Agriculture is consistent with the General Plan land use designation amendment to Agriculture, as concurrently being considered and adopted immediately prior to this zoned district change; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), and pursuant to CEQA Guideline Section 15061(3), this activity is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on September 5, 2017, the City of King Planning Commission ("Commission") conducted a public hearing to consider both the proposed General Plan amendment and the zoning district amendment, and after considering public testimony, the staff report and all submitted evidence to support the applications, the Commission recommended the City Council ("Council") approve both Case No. GPA2017-002 and Case No. RZ2017-002; and

WHEREAS, on September 12, 2017, the Council conducted a public hearing to consider the Commission's recommendation, and after considering public testimony, the staff report and all submitted evidence, the Council now desires to approve Case No. RZ2017-002.

NOW THEREFORE, the people of the chartered City of King City do ordain as follows:

SECTION 1. The City Council finds and determines that the enactment of this Ordinance is statutorily exempt from environmental review pursuant to the State CEQA Guideline §15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect

on the environment, the activity is not subject to CEQA. Here, this includes that the activity does not have a significant effect on the environment as the property is currently being used for agricultural purposes, and the general plan amendment and rezone merely recognize the existing use.

SECTION 2. The City Council of the City of King, does hereby make the following findings of fact:

1. The zone change is consistent with the revised General Plan designation. The zoning district change is from Industrial to Agricultural.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 4. All other ordinances of the City of King or provisions of the King City Municipal Code which are in conflict with this Ordinance are hereby superseded to the extent of such conflict.

SECTION 5. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation by the City Clerk.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 12th day of September 2017, and adopted the Ordinance after the second reading at a regular meeting held on the 26th day of September 2017, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
SHANNON L. CHAFFIN, City Attorney

Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

APN 245-111-034 57.91 ACRES ±
245-111-029 16.10 ACRES ±
245-111-030 (PORTION) 7.00 ACRES ±

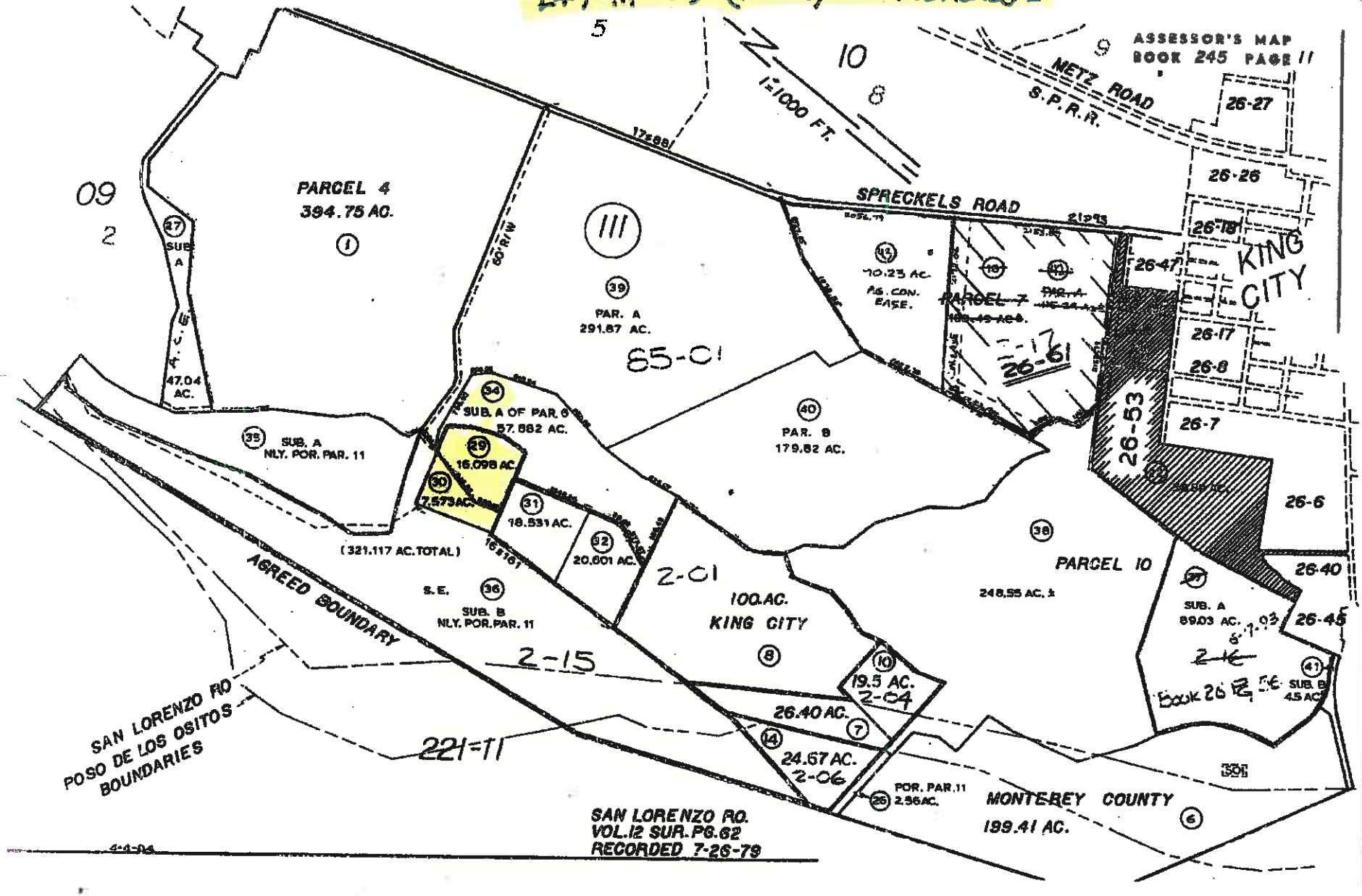

EXHIBIT 1

EXHIBIT 7

KING CITY
CALIFORNIA

Item No. 10 (B)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 12, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, MDR, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF AMENDING THE GENERAL PLAN (CASE NO. GPA2017-002) AND APPROVING ZONE CHANGE (CASE NO. ZC2017-002) ON THE REMAINING PORTION OF APN 245-111-030-000 AND APN 245-111-029-000

RECOMMENDATION:

It is recommended that the City Council open the public hearing, consider public testimony, introduce and conduct the first reading of the Ordinances, by titles only, and set the second readings and adoptions for the next regularly scheduled Council meeting of September 26, 2017.

BACKGROUND:

At the July 11, 2017 meeting, the City Council declared APN 245-111-034-000 surplus property and directed staff to list it for sale. Staff has identified two other adjacent properties that are not currently used by the City and do not have projected future uses, which would be appropriate for agricultural use. Therefore, they will also be recommended to be declared surplus property and listed for sale at the next Council meeting. The Planning Commission approved a consistency finding at their September 5, 2017 meeting.

APN 245-111-030-000 (7.00 acres), APN 245-111-029-000 (16.10 acres) and APN 245-111-034-000 (57.9 acres) total 81-acres. Of this property, approximately 57.91 acres are APN245-111-034, which is situated on County of Monterey unincorporated boundary and has a Monterey County Land Use Designation of Farmlands/Bureau of Land Management and Zoned F/40 Farmland. The approximate 23 acres are situated within city limits and zoned Light Industrial ***("M-1")*** and within the Public Quasi ***("PQ")*** Land Use Designation. The proposed amendment and rezone are only for property within the city limits, which includes APN 245-111-030 and APN 245-111-029. The properties are located adjacent to the wastewater treatment plant.

DISCUSSION:

The proposal involves amending the General Plan Land Use Map and the Zoning Map for APN 245-111-030-000 and APN 245-111-029-000 that are located within city limits. The properties are situated west of the City and adjacent to the wastewater treatment plant ***("WWTP")*** and both APNs located within city limits total an approximate 23.1 acres. APN 245-111-034-000 (unincorporated area) is already being farmed and the proposed future use is to farm all of the area combined.

On September 5, 2017, the Planning Commission recommended the City Council amend the General Plan and rezone the property as discussed in this staff report. Subsequent to the above recommendation, the Planning Commission made a General Plan Consistency Determination based on the recommended General Plan and rezone recommendations (Agriculture).

Analysis

The City has been in the processing of selling a number of parcels and has already processed the following General Plan Amendments and Zone Changes. Below is a list of General Plan Amendments that have already been processed or are in the process of being reviewed for amendment:

- General Plan Amendment & Zone Change: Portion of APN 245-111-036-000 (76.58 acres within city limits) approved by City Council on February 28, 2017.
- General Plan Amendment & Zone Change: A Sliver of APN 245-111-030-000 (Clean up item) approved by City Council on April 25, 2017.

These portions of land were intended for future expansion of the Wastewater Treatment Plant. However, the plant is now proposed to upgrade to a secondary or tertiary treatment plant, and the portion of land is no longer needed.

The General Plan provides the following goals for Open Space/Agricultural lands, and for Public Service and Facilities properties:

5. OPEN SPACE AND AGRICULTURAL LANDS GOALS AND POLICIES

GOAL: TO PROTECT AND PROVIDE OPEN SPACE LANDS TO SATISFY THE NEEDS OF THE COMMUNITY; TO CONSERVE NATURAL RESOURCES FOR FUTURE GENERATIONS; AND TO PRESERVE VIABLE, PRIME AGRICULTURAL LANDS WITHIN THE PLANNING AREA WHICH ARE NOT DESIGNATED FOR FUTURE URBAN GROWTH.

7. PUBLIC SERVICES AND FACILITIES GOALS AND POLICIES

GOAL: TO PROVIDE ADEQUATE LAND AREAS FOR PUBLIC AND QUASI-PUBLIC LAND USES; TO PLAN AND PROVIDE FOR ADEQUATE AND EFFICIENT GOVERNMENT OFFICES AND COMMUNITY FACILITIES TO ACCOMMODATE THE EXISTING AND FUTURE NEEDS OF THE CITY; TO PROVIDE POLICE AND FIRE PROTECTION SERVICES AT LEVELS ADEQUATE FOR THE PROTECTION OF LIFE AND PROPERTY; TO ENSURE AN EFFICIENT SYSTEM OF PUBLIC UTILITIES; TO IMPROVE THE AVAILABILITY AND ACCESSIBILITY OF HEALTH AND MEDICAL SERVICES TO ALL RESIDENTS OF THE PLANNING AREA; AND TO PROVIDE ADEQUATE PARK AND RECREATIONAL FACILITIES TO SERVE THE RECREATIONAL NEEDS OF THE CITY.

To be consistent with the proposed General Plan designation, a zoning change from M-1 to A is also being processed. (Reference **Exhibit 4** for permitted uses in the agricultural district.)

The property use is clearly consistent in preserving agricultural land. There are no plans to expand urban growth in this area. As mentioned above, the surrounding county land is designated for agricultural uses.

Advantages

Surplus property will be sold for a use which is consistent with surrounding uses, the land will be preserved for agricultural purposes, the designated land use will be consistent with current and future planned used, and it will enable the City to generate revenue for unused land.

Disadvantages

There is less land for future use by the City.

Public Notification and Input

A public hearing notice was published in the South County Newspaper The Rustler on August 23, 2017 and notices were mailed to property owners within 300ft radius of the site.

COST ANALYSIS:

The properties are proposed to be listed for sale.

ENVIRONMENTAL REVIEW

Pursuant to Public Resources Code §15061 (3), and in accordance with the California Environmental Quality Act ***("CEQA"),*** the project is covered by the general CEQA rule which states if it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment, the activity is not subject to CEQA. Staff believes that changing the land use designations from PQ and M-1 to AG and A will not have a significant effect on the environment, and therefore the project is not subject to CEQA.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Conduct the first reading of the Ordinances;
2. Direct staff to modify the Ordinances for re-introduction at the next meeting;
3. Do not conduct the first reading of the Ordinances; or
4. Provide other direction to staff.

Exhibits:

1. Location of property
2. General Plan Land Use Map
3. Zoning Map
4. Ag Zoning District Text
5. Ordinance for the GPA
6. Ordinance for the RZ

Submitted by: AA For Doreen Liberto
Doreen Liberto, AICP, MDR, Community Development Director

Approved by, _____
Steven Adams, City Manager

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 245-111-029/ 030/ 034** (the "Property") as shown in Exhibit A, as provided below.

1. Term. The term of this Agreement will commence on **October 1, 2017** and will expire on **March 31, 2018**.

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 within 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.

CITY OF KING

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

CUSHMAN & WAKEFIELD U.S., INC.

By: _____
Name: Michael Schoeder
Title: Managing Principal
Date:_____
BRE #: 00989268

By: _____
Name: Michael Bassetti
Title: Director
Date: _____
BRE #: 01422049

By: _____
Name: Leticia Bugarin
Title: Associate
Date: _____
BRE #: 01978668

[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: _____

Printed Name: _____

CITY OF KING

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

CUSHMAN & WAKEFIELD U.S., INC.

By:_____
Name: Michael Schoeder
Title: Managing Principal
Date: 9.18.17
BRE #: 00989268

By: _____
Name: Michael Bassetti
Title: Director
Date: 9/18/17
BRE #: 01422049

By: _____
Name: Leticia Bugarin
Title: Associate
Date: 9/18/17
BRE #: 01978668

[Schedule of Commissions Follows]

KING CITY
CALIFORNIA

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING CHAPTER 12.18 TO THE CITY OF KING MUNICIPAL CODE SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRONIC VEHICLE CHARGING SYSTEMS

RECOMMENDATION:

It is recommended the City Council conduct the second reading by title only and adopt an Ordinance adding Chapter 12.18 to the City of King Municipal Code setting forth procedures for expediting permitting processing for electronic vehicle charging systems.

BACKGROUND:

In 2015, the State of California adopted Assembly Bill (AB) 1236 (2015, Chiu, Codified as Government Code Section 65850.7), which requires local jurisdictions with a population of less than 200,000 residents to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. As a result, the attached Ordinance is presented for City Council consideration, which has been prepared by City Attorney Shannon Chaffin and Planning Assistant Maricruz Aguilar. The Ordinance was introduced by the City Council at the September 12, 2017 meeting.

DISCUSSION:

The Ordinance must establish a checklist of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review, including objective requirements for the installation of an electric vehicle

charging station and a process for electronic submittal of permit applications. The application process requires the permit applicant to check the features of the existing electrical service such as rating in amperes, system voltage, connected or calculated load, spare capacity in amperes, voltage and ampere rating of the electric vehicle supply equipment, circuit rating of the electric vehicle supply equipment, location of the electric vehicle supply equipment, and clearances of the charging equipment to comply with all applicable building and fire safety laws. The checklist also assists the applicant in confirming that the location of the electric. vehicle supply equipment will comply with any vehicle clearance requirements in the City's Zoning Ordinance. Section 65850.7 requires that the City's checklist be based on the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" of the Governor's Office of Planning and Research.

Concurrent with the adoption of the ordinance, staff is taking the measures to satisfy all the requirements of Assembly Bill 1236 (2015) by September 30, 2017. This includes finalizing the application checklist in conjunction with the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook", measures for electrical compliance, and fire prevention safety standards. The Building Department is developing procedures for expedited inspections of electric vehicle charging stations.

COST ANALYSIS

There is no financial impact as a result of the recommended action.

ENVIRONMENTAL REVIEW

This ordinance is exempt from having to comply with the requirements of CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) which states: "CEQA only applies to project which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." There is no possibility the City's activity in adopting this ordinance, as mandated by the State, will have a significant, adverse, effect on the environment.

Exhibits:

1. An Ordinance of the City of King Adding Chapter 12.18 to the City of King Municipal Code Setting Forth Procedures For Expediting Permitting Processing For Electric Vehicle Charging Systems

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

ORDINANCE NUMBER 2017-750

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING CHAPTER 12.18 TO THE CITY OF KING MUNICIPAL CODE SETTING FORTH PROCEDURES FOR EXPEDITING PERMITTING PROCESSING FOR ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, the State of California and the City of King has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California recent adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on fossil fuels; and

WHEREAS, the City Council desire to adopt an ordinance to comply with the requirements of California Government Code section 65850.7.

NOW, THEREFORE, the City Council of the City of King does ordain as follows:

SECTION 1. The City Council find that the adoption of this ordinance is exempt from having to comply with the requirements of CEQA, pursuant to CEQA Guidelines Section 15061(b)(3) which states: "CEQA only applies to project which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." There is no possibility the City's activity in adopting this oridinance, as mandated by the State, will have a significant, adverse, effect on the environment.

SECTION 2. Chapter 12.18 of the City of King Municipal Code is hereby added to read as follows:

Chapter 12.18

ELECTRIC VEHICLE CHARGING STATION PERMITS

Section 12.18.010 Purpose and Intent

This ordinance shall be known as the "electric vehicle charging station permit expediting ordinance." The purpose of this ordinance is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while

promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This ordinance is also purposed to comply with California Government Code Section 65850.7.

Section 12.18.020 Words and Phrases

A. "Building official" shall have the same meaning as that designated by Section 12.04.020.

B. "Electronic submittal" means the utilization of one or more of the following:

1. Electronic mail or email.

2. The internet.

3. Facsimile.

C. "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Electric vehicle charging stations and electric vehicle charging supply equipment shall refer to equipment including, but not be limited to, the following: conductors including ungrounded, grounded, and equipment grounding conductors, electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

D. A "feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

E. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

Section 12.18.030 Expedited Electric Vehicle Charging Station Permitting

Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the procedures set forth in this ordinance.

Section 12.18.040 Expedited Review Process

Consistent with Government Code Section 65850.7, the building official shall implement an expedited permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The city's adopted checklist shall be published on the city's website.

Section 12.18.050 Application Processing

A. Prior to submitting an application for processing, the applicant shall verify that the installation of an electric vehicle charging station will not have specific, adverse impact to public health and safety and building occupants. Verification by the applicant includes but is not limited to: electrical system capacity and loads; electrical system wiring, bonding and overcurrent protection; building infrastructure affected by charging station equipment and associated conduits; areas of charging station equipment and vehicle parking.

B. Upon payment of any required fee for processing, an application that satisfies the information requirements in the city's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meets the requirements of the city's adopted checklist, is consistent with all applicable laws, and has passed technical review, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the city and the utility provider. If the building official determines that the application is incomplete, the building official shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit

issuance.

C. Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this ordinance and associated supporting documentations. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

Section 12.18.060 Technical Review

A. All electric vehicle charging stations shall be subject to the following standards:

1. An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. Electric vehicle charging station systems and equipment shall also conform to all applicable provisions and requirements of the City of King Building Code.

2. The installation of electric vehicle charging station systems and equipment shall be in accordance with the city's adopted electric vehicle charging station checklist established by the department of community development.

3. All electric vehicle charging stations shall be installed only after approval by the building official and only after issuance of the necessary building permit and any and all other permits required by the city relating to the plumbing, electrical, and mechanical characteristics of the system.

4. Upon installation of an electric vehicle charging station, the applicant shall be responsible for obtaining authorization and approval to connect the electric vehicle charging station to the local utility provider's electricity grid. In the event the city owns or operates an electric utility into which connection is proposed by the applicant, the application shall demonstrate compliance with the city's utility interconnection policies prior to approval.

B. This ordinance does not supersede the building official's authority to address higher priority life-safety situations. If the building official makes a written finding based on substantial evidence that the

electric vehicle charging station could have a specific, adverse impact upon the public health or safety, as defined in Government Code 65850.7, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, the application shall be denied and the city may require the applicant to apply for a use permit. The determination of the building official may be appealed to the city council consistent with the requirements of Section 12.06.040, except that review by the city council shall be limited to the findings required by this ordinance.

C. Consistent with Government Code Section 65850.7, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

Section 12.18.070 Precedent Over Other Requirements

This ordinance shall take precedence over any inconsistent requirement of the City of King Municipal Code, to the extent of such inconsistency and no further.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every Section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The provisions of these Sections shall be liberally construed as necessary to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety and convenience.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, section 36933.

SECTION 6. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the _____ day of September, 2017, and adopted the Ordinance after the second reading at a regular meeting held on the _____ day of September, 2017, by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN: _____

ABSENT: _____

ATTEST

_____

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____

MICHAEL LeBARRE, Mayor

APPROVED AS TO FORM:

By: _____

SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

KING CITY
CALIFORNIA

Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CREATION OF PUBLIC WORKS SUPERVISOR POSITION

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution approving a Side Letter of Agreement with Service Employees International Union Local 521 (SEIU) creating a new classification of Public Works Supervisor; and 2) adopt a Resolution approving the job description for the new classification of Public Works Supervisor.

BACKGROUND:

Due to the retirement of the Public Works Superintendent, the position will be vacant after September 29th. Therefore, a temporary staffing plan is necessary until the position can be filled or the City Manager has time to assess the needs of the Public Works Department and recommend structural changes. The City Manager has recommended temporary contract services for operation of the treatment plant. This leaves the operation of the streets, parks and facilities operations.

DISCUSSION:

It is recommended these functions be assigned to an existing employee on an acting assignment on a temporary basis until decisions are made on how best to structure the Public Works Department in the future. However, the Public Works Superintendent position includes the operation of the wastewater treatment plant and requires a Grade I Certification. Since that work will be contracted out and no existing staff meet that requirement, it is recommended to create a new classification that would be commensurate to the responsibilities of the position. Therefore, it is recommended to create and fill the position at this time with a classification of Public Works Supervisor. There is an existing unused classification of Senior Maintenance Worker that could be

utilized, but an evaluation of the job responsibilities determined that the needs of the Public Works Department require a wider range of responsibilities.

The change would require a new job description be approved by the City Council and a side letter of agreement be approved with SEIU to establish the position and salary range. The salary range is proposed to be 10% above the Senior Maintenance Worker. The change has been proposed to representatives of SEIU, but they have not yet formally responded with an approval. However, it is recommended Council proceed with approval so it can be executed prior to the Public Works Superintendent's retirement if agreed to by SEIU.

COST ANALYSIS:

One Maintenance Worker position will remain vacant at this time so the overall impact will be a savings during this transitional period.

ENVIROMENTAL REVIEW:

The Resolutions are not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

The Council has the following alternatives to consider:

1. Approve staff's recommendations;
2. Approve the Resolutions, but direct staff to immediately proceed with recruitment to fill the position or make other changes to proposed strategy;
3. Do not approve the Resolutions; or
4. Provide other direction to staff.

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 SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 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 Service Employees International Union Local 521 ("SEIU") current Memorandum of Understanding, which includes modifications to salaries and classifications as hereinafter provided.

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 SEIU 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 October 1, 2017.

This resolution was passed and adopted this **26th** day of **September, 2017** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

_____
Michael LeBarre, Mayor

ATTEST:

_____
Steven Adams, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

EXHIBIT A

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 Service Employees International Union Local 521 ("SEIU") hereby agree to modify the current Memorandum of Understanding ("MOU") between the City and SEIU as follows:

1. The positions affected by the Memorandum of Understanding as set forth in Appendix A of the MOU shall be replaced with the list attached hereto as Attachment 1.

2. The salary schedule set forth in Appendix D shall be replaced with the salary schedules attached hereto as Attachment 2.

For City of King:

_____ _____
Steven Adams, City Manager Date

For the Union:

_____ _____
Mark Weirick, Lead Internal Organizer Date

_____ _____
Patricia Grainger, Steward Date

_____ _____
Sal Morales, Steward Date

Attachment 1

APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

ACCOUNTANT
ACCOUNTING TECHNICIAN
ADMINISTRATIVE ASSISTANT
ADMINISTRATIVE SERVICES SUPERVISOR
ASSISTANT PLANNER
BUILDING INSPECTOR
COUNTER TECHNICIAN
CODE ENFORCEMENT OFFICER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER I/ WASTEWATER SERVICES
MAINTENANCE WORKER II/WASTEWATER SERVICES
POLICE CLERK I
POLICE CLERK SUPERVISOR
PUBLIC WORKS SUPERINTENDENT
PUBLIC WORKS SUPERVISOR
SENIOR ACCOUNTANT
SENIOR MAINTENANCE WORKER
STREET SWEEPER OPERATOR
TRANSIT OPERATOR

APPENDIX D

SALARY SCHEDULE
EFFECTIVE 7/1/17

Title	A	B	C	D	E	F
Accountant	$45,414.83	$47,686.61	$50,070.94	$52,575.47	$55,204.57	$57,964.80
Accounting Technician	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
Administrative Assistant	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
Administrative Assistant Supervisor	$51,914.37	$54,510.69	$57,237.04	$60,098.89	$63,103.89	$66,259.69
Assistant Planner	$65,564.71	$68,843.99	$72,287.17	$75,901.91	$79,698.04	$83,683.22
Building Inspector	$57,785.59	$60,675.85	$63,710.36	$66,896.75	$70,241.58	$73,754.70
Code Enforcement Officer	$42,310.39	$44,425.91	$46,647.42	$48,980.40	$51,430.29	$54,002.57
Counter Technician	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
Maintenance Worker I	$31,160.20	$32,718.43	$34,355.34	$36,073.10	$37,877.20	$39,771.98
Maintenance Worker II	$36,081.85	$37,885.94	$39,780.73	$41,770.58	$43,859.88	$46,052.98
Maintenance Worker I/Wastewater Services	$34,276.22	$35,990.28	$37,790.88	$39,680.41	$41,664.92	$43,749.19
Maintenance Worker II/Wastewater Services	$39,690.03	$41,674.53	$43,758.79	$45,947.64	$48,245.86	$50,658.28
Police Clerk I	$30,611.65	$32,142.56	$33,749.97	$35,438.23	$37,210.63	$39,071.55
Police Clerk Supervisor	$39,723.90	$41,710.48	$43,796.50	$45,986.32	$48,286.51	$50,701.44
Public Works Superintendent	$54,391.58	$57,111.38	$59,967.77	$62,966.21	$66,115.45	$69,422.04
Public Works Supervisor	$45,918.80	$48,214.74	$50,625.48	$53,156.75	$55,814.59	$58,605.32
Senior Accountant	$47,685.57	$50,070.94	$52,574.48	$55,204.24	$57,964.80	$60,863.03
Senior Maintenance Worker	$41,744.36	$43,832.56	$46,024.57	$48,325.85	$50,742.96	$53,280.28
Steet Sweeper Operator	$36,081.85	$37,885.94	$39,780.72	$41,770.58	$43,859.88	$46,052.98
Transit Operator	$33,708.44	$35,394.52	$37,164.74	$39,023.47	$40,975.08	$43,023.94

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AMENDING THE CLASSIFICATION PLAN FOR FY 2017-18

WHEREAS, the City of King maintains a Classification Plan that sets forth all existing job classifications and salary steps; and

WHEREAS, the City Council desires to create a new classification of Public Works Supervisor and the associated salary range that will impact the existing Classification Plan;

WHEREAS, a job description has been prepared to reflect the job responsibilities and requirements of the new classification; and

WHEREAS, the new classification is needed in order to address current work needs of the organization.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves amendments to the FY 2017-18 Classification Plan as set forth in Exhibit A; and

BE IT FURTHER RESOLVED that the City Council of the City of King approves the job description for the classification of Public Works Supervisor as set forth in Exhibit B.

This resolution was passed and adopted this **26th** day of **January, 2017** by the following vote:

AYES, Council Members:
NAYS, Council Members:
ABSENT, Council Members:
ABSTAIN, Council Members:

APPROVED:

_____
Michael LeBarre, Mayor

ATTEST:

_____
Steven Adams, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

EXHIBIT A

CITY OF KING
JOB CLASSIFICATION PLAN
FISCAL YEAR 2017-2018

REVISED October 1, 2017

CLASSIFICATION	FIVE-PERCENT STEP ADVANCEMENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXECUTIVE MANAGEMENT STAFF						
CITY MANAGER	$156,560.04 ANNUAL (SALARY INDEPENDENT OF STEP SCHEDULE)					
CHIEF OF POLICE	$113,883.00	$119,566.00	$125,545.00	$131,822.00	$138,413.00	$145,334.00
DIRECTOR OF FINANCE	$92,880.00	$97,526.00	$102,402.00	$107,522.00	$112,900.00	$118,545.00
MID-MANAGEMENT STAFF						
POLICE CAPTAIN	$101,210.00	$106,537.00	$112,144.00	$118,047.00	$124,260.00	$130,800.00
CHIEF BUILDING OFFICIAL	$73,877.00	$77,572.00	$81,450.00	$85,523.00	$89,800.00	$94,290.00
CITY CLERK	$50,854.00	$53,397.00	$56,067.00	$58,872.00	$61,816.00	$64,906.00
RECREATION COORDINATOR	$55,839.00	$58,630.00	$61,562.00	$64,640.00	$67,872.00	$71,266.00
SUPERVISORY STAFF						
POLICE SERGEANT	$75,008.00	$78,759.00	$82,697.00	$86,831.00	$91,174.00	$95,732.00
POLICE CLERK SUPERVISOR	$39,723.90	$41,710.48	$43,796.50	$45,986.32	$48,286.51	$50,701.44
PUBLIC WORKS SUPERINTENDENT	$54,391.58	$57,111.38	$59,967.77	$62,966.21	$66,115.45	$69,422.04
PUBLIC WORKS SUPERVISOR	$45,918.80	$48,214.74	$50,625.48	$53,156.75	$55,814.59	$58,605.32
BUILDING/MAINTENANCE STAFF						
BUILDING INSPECTOR	$57,785.59	$60,675.85	$63,710.36	$66,896.75	$70,241.58	$73,754.70
MAINTENANCE WORKER I	$31,160.20	$32,718.43	$34,355.34	$36,073.10	$37,877.20	$39,771.98
MAINTENANCE WORKER II	$36,081.85	$37,885.94	$39,780.73	$41,770.58	$43,859.88	$46,052.98
MAINTENANCE WORKER I/ WASTEWATER SERVICES	$34,276.22	$35,990.28	$37,790.88	$39,680.41	$41,664.92	$43,749.19
MAINTENANCE WORKER II/ WASTEWATER SERVICES	$39,690.03	$41,674.53	$43,758.79	$45,947.64	$48,245.86	$50,658.28
SENIOR MAINTENANCE WORKIER	$41,744.36	$43,832.56	$46,024.57	$48,325.85	$50,742.96	$53,280.28
STREET SWEEPER OPERATOR	$36,081.85	$37,885.94	$39,780.72	$41,770.58	$43,859.88	$46,052.98
PUBLIC SAFETY STAFF						
POLICE OFFICER	$55,971.00	$58,769.00	$61,709.00	$64,794.00	$68,034.00	$71,437.00
CODE ENFORCEMENT OFFICER	$42,310.39	$44,425.91	$46,647.42	$48,980.40	$51,430.29	$54,002.57
COMMUNITY SERVICES OFFICER	$41,078.05	$43,131.95	$45,288.76	$47,553.78	$49,932.32	$52,429.68
FIRE CHIEF	$7,527.60					
FIRE CHIEF 1ST ASSISTANT	$3,690.00					
FIRE CHIEF 2ND ASSISTANT	$3,690.00					
FIRE CHIEF ENGINEER	$3,690.00					
FIRE DEPARTMENT SECRETARY/TREASURER	$2,583.00					
FIRE ENGINEER	$2,755.20					
VOLUNTEER FIREFIGHTER	$12.00					
PROFESSIONAL/SUPPPORT STAFF						
SENIOR ACOUNTANT	$47,685.50	$50,070.94	$52,574.48	$55,204.24	$57,964.80	$60,863.03
ACOUNTANT	$45,414.83	$47,686.61	$50,070.94	$52,575.47	$55,204.57	$56,276.50
ACCOUNTING TECHNICIAN	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
ADMIN ASSISTANT TO POLICE CHIEF	$38,186.00	$40,096.00	$42,101.00	$44,207.00	$46,417.00	$48,738.00
ADMINISTRATIVE ASSISTANT	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
ADMINISTRATIVE SERVICE SUPERVISOR	$51,914.37	$54,510.69	$57,237.04	$60,098.89	$63,103.89	$66,259.69
ASSISTANT PLANNER	$65,564.71	$68,843.99	$72,287.17	$75,901.91	$79,698.04	$83,683.22
COUNTER TECHNICIAN	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
POLICE CLERK I	$30,611.65	$32,142.56	$33,749.97	$35,438.23	$37,210.63	$39,071.55
TRANSIT OPERATOR	$33,708.44	$35,394.52	$37,164.74	$39,023.47	$40,975.08	$43,023.94
SEASONAL/PART-TIME (HOURLY RATE)						
HUMAN RESOURCES COORDINATOR	$32.00	$33.60	$35.28	$37.04	$38.90	$40.84
POOL MANAGER	$15.00	$15.75	$16.54	$17.36	$18.23	$19.14
ASSISTANT POOL MANAGER	$14.30	$15.00	$15.75	$16.54	$17.37	$18.24
AQUATIC AIDE	$10.50	$11.03	$11.58	$12.16	$12.76	$13.40
POOL CASHIER	$10.50	$11.03	$11.58	$12.16	$12.76	$13.40
LIFE GUARD	$12.00	$12.60	$13.23	$13.89	$14.59	$15.32
RECREATION AIDE	$10.50	$11.03	$11.58	$12.16	$12.76	$13.40
SUMMER DAYCAMP COORDINATOR	$15.00	$16.00	$17.00	$18.00	$19.00	$20.00
PART TIME FRONT COUNTER	$11.00	$11.55	$12.13	$12.73	$13.37	$14.04
MAINTENANCE AID	$12.00					
CITY COUNCIL & MAYOR (Effective 1/1/17)						
MAYOR	$5,400.00					
CITY COUNCIL	$4,200.00					

EXHIBIT B

KING CITY
CALIFORNIA

JOB DESCRIPTION
PUBLIC WORKS SUPERVISOR

Job Title:	Public Works Supervisor
Department:	Public Works
Reports To:	City Manager
Employee Type:	Full Time
FLSA Status:	Non-Exempt
Salary:	$45,918 - $58,605 DOQ

DEFINITION

Under general direction, supervises, evaluates and participates in the work of crews responsible for construction, repair, maintenance and operational work in Public Works maintenance units such as streets and sewers, parks, building and grounds; ensure safe work practices, work quality and accuracy; maintains appropriate work records which may include time cards and work orders; serves as technical resource for assigned work crews and the City Manager; and performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Position reports directly to the City Manager. Position directly and indirectly oversees Street Sweeper Operator, Maintenance Workers I and II, and other assigned staff.

ESSENTIAL FUNCTIONS STATEMENT

Essential responsibilities and duties may include, but are not limited to the following:

- Plans, coordinates, prioritizes, monitors and participates in the work of crews responsible for construction, maintenance, repair and/or operation of streets, sewers, equipment maintenance, parks, buildings, and grounds; provides day to day leadership to assigned crews; and coordinates the work of the unit with other City departments and divisions, outside agencies, community groups and the public.
- Street, Sewers and Equipment Maintenance: Supervises and participates in the construction, maintenance and repair of City streets, sewer collection system, storm drains and ditches, road markings, striping and delineators, street lights and signs, and City vehicles and powered equipment.
- Parks, Buildings and Grounds: Supervises and participates in the construction, maintenance and repair of City parks, playgrounds, athletic fields, pools, racquetball and tennis courts, buildings, ground and related facilities; oversees and inspects street trees; coordinates and participates in the application of pesticides and herbicides; and oversees and participates in the preparation of required regulatory reports.
- Performs difficult and complex maintenance and construction duties of the work unit, including reading and interpreting construction plans and specifications; provides technical assistance to field crews; coordinates with contractors providing services to the City; performs inspections of construction and maintenance work in assigned areas of responsibility; inspects assigned areas for unsafe conditions on a routine basis; and responds to afterhours call-outs as assigned.

- Participates in the development of policies and procedures; recommends programs, projects and works assignments to the City Manager; assigns work to existing crews; monitors work activities to ensure safe work practices, work quality and accuracy; coordinates and provides ongoing safety training programs; and ensures compliance with applicable rules, policies and procedures.
- Establishes performance goals for crews and individual employees; participates in the selection, training and evaluation of maintenance personnel; assumes the responsibility for motivating and evaluating assigned personnel; provides necessary training; initiates disciplinary procedures as is appropriate.
- Develops and maintains short and long range maintenance schedules for assigned areas; assists in the development of cost estimates for implementation of maintenance programs; and maintains tracking systems for all work.
- Develops schedules and methods for performing assigned duties; maintains appropriate work records and documents which may include time sheets, work orders and inventories; prepares statistical and/or analytical reports on operations as necessary; plans, assigns and directs field construction; participates in budget preparation and monitors approved budgets; prepares project cost estimates; order supplies, tools and materials; participates in the equipment procurement process; and monitors and controls supplies and equipment.
- Responds to questions and concerns from the general public, contractors, vendors and outside agencies; provides information as appropriate and resolves public service or operational complaints; and establishes and maintains a customer service oriented unit.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, squatting, stooping, grasping and repetitive hand movement in the performance of daily activities. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighting 25 pounds or more is also required. Additionally, the incumbent in this outdoors position works in all weather conditions including wet, hot, and cold. The incumbent may use cleaning and lubricating chemicals which may expose the employee to fumes, dust and air contaminants, and the incumbent may be exposed to mechanical hazards. The nature of work also requires the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment; work in heavy vehicle traffic conditions and often work with constant interruptions. The incumbent may be required to respond to emergency calls above the normal hours of operation.

Some of these requirements may be accommodated for otherwise qualified individuals requesting such accommodations.

QUALIFICATIONS

The following are minimal qualifications necessary for entry into the classification:

Education and/or Experience

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a **Public Works Supervisor.** A typical way of obtaining the required qualifications is to possess four years of increasingly responsible experience in public works and experience related to the areas of assignment, including one year as a lead or supervisor of a work crew, and a high school diploma; or equivalent combination. An associate's degree from a two-year college or technical school is highly desirable. Bilingual, fluent in Spanish preferable.

License/Certificate

Possession of, or ability to obtain a valid Class C California Driver's License and a California Qualified Pesticide Applicator Certificate.

KNOWLEDGE/ABILITIES/SKILLS

The following are a representative sample of the knowledge, abilities and skills necessary to perform essential duties of the position.

Knowledge

Practices, techniques and materials used in maintenance, construction, repair or operation of streets, sewers, equipment maintenance, parks, recreation facilities, buildings and grounds; operating characteristics and safety requirements for operation of trucks, construction vehicles and other heavy and light equipment; principles and practices of administering a budget; basic principles in mathematics; applicable federal, state, and local laws, codes and regulations; methods and techniques of scheduling work assignments; methods and techniques for record keeping and report preparation; modern office equipment including a computer and applicable software; proper English spelling and grammar; and occupational hazards and standard safety practices.

Abilities

Supervise and direct operations and activities of a variety of Public Works maintenance units; estimate time, materials and equipment needed to complete projects; read and understand plans and specifications; coordinate and conduct training programs for staff; respond to issues and concerns from the community; respond to afterhours call-outs and live within a fifteen minutes response time of the downtown City area within three months of employment; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely both orally and in writing; and establish and maintain effective working relationships.

Skills

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of maintenance and construction equipment, tools and materials.

The City of King is an Equal Employment Opportunity Employer

KING CITY
CALIFORNIA

Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR OPERATION OF THE WASTEWATER TREATMENT PLANT AND WASTEWATER COLLECTION SYSTEM EMERGENCY REPAIRS AND RESPONSE TO SPILLS

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Contract Services Agreement with Cypress Water Services (CWS) for operation of the wastewater treatment plant and sewer maintenance; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.

BACKGROUND:

State regulations enforced by the Regional Water Quality Control Board require the City to designate a wastewater treatment operator, who must possess a Grade I Wastewater Certificate for the type of plant operated by the City of King. Operation requires daily water testing, ongoing maintenance, and on-call service to trouble shoot any potential problems that occur. The City's Public Works Superintendent is the only City employee with a Grade I Wastewater Certification, who recently announced his retirement will become effective on September 29th. Therefore, a replacement operator must be designated by that time. The Public Works Maintenance Worker I/ Wastewater Services is in the process of obtaining the Grade I Wastewater Certification, but has not yet completed the requirements.

DISCUSSION:

After researching available options, staff recommends contracting for operation of the wastewater treatment plant on a temporary basis until a permanent strategy can be developed. CWS has been recommended and determined to be the closest firm

available to provide this service at this time. They will coordinate with and assign as much work as possible to the Public Works Maintenance Worker I/ Wastewater Services in order to minimize the time they need to be on site.

Contract services are also needed for sewer maintenance functions. Most of that work can be done by the Public Works Maintenance Workers. However, consultation on spills and repairs is necessary on a periodic basis to ensure all appropriate steps are taken to protect the system and meet all legal requirements.

Staff's initial intent is to contract for a period of six months. During that time, the City Manager will assess options and projected workload, develop a strategy for addressing the City's Public Works Department needs in the future, and move forward with steps to implement the strategy.

COST ANALYSIS:

CWS proposes compensation for services outlined in the Scope of Services shall be billed at an hourly rate of $85 per hour. There will also be a Standby Operator Fee of $300.00 per month to serve as compensation for operator "On Call" status. It is difficult to estimate the number of hours that will be needed until the Consultants can be on site for a few weeks. The preliminary projected cost of the contract will be approximately $35,000 to $50,000.

ENVIROMENTAL REVIEW:

The Contract for Services Agreement is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

The Council has the following alternatives to consider:

1. Approve the Contract Services Agreement;
2. Approve the Contract Services Agreement, but direct staff to modify the hours, term or overall strategy for proceeding as presented in the staff report;
3. Approve the Contract Services Agreement, but direct staff to immediately proceed with recruitment to fill the position;
4. Do not approve the Contract Services Agreement; or
5. Provide other direction to staff.

Exhibits:

1. Contract Services Agreement
2. CWS Proposal

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2017, by and between the CITY OF KING, a California municipal corporation ("City") and CYPRESS WATER SERVICES (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within

forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.2 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding three (3) months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. MILES FARMER is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. STEVEN ADAMS [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or

damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $500,000.00 per occurrence or (ii) combined single limit liability of $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above 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 officers, employees and agents and their respective insurers. 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. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the 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 the City. City reserves the right to inspect complete, certified copies of and endorsement 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.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, and letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, and request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (60) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party 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.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s) he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF KING, a municipal corporation

_____
Steven Adams, City Manager

ATTEST:

_____
Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Shannon L. Chaffin, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

_____

_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Wastewater System – All wastewater and disposal facilities will be operated in a manner consistent with design criteria. Our goal, whenever possible, we will be to optimize existing systems to achieve the highest quality effluent economically. Additionally, CWS shall:

i. Provided full and complete operation and maintenance of facility
ii. Serve as Certified Operator of Record for all aspects of the Wastewater Treatment System and Effluent disposal
iii. Serve as point of contact for all operational and regulatory considerations
iv. Provided routine inspections of all system components, including but not limited to:
    1. Daily Wastewater Plant Observations (weekends possibly omitted if OK with regulators)
    2. Daily In-house pH & SS readings (weekends possibly omitted if OK with regulators)
    3. Daily Free board (weekends possibly omitted if OK with regulators)
    4. Weekly liftstation(s) inspections by CWS Staff to perform the following:
        a. Pump amp draws
        b. Liquid level check
        c. Float/level controller function check
        d. Motor control operation check
    5. All compliance sampling (Linda Brown currently sampler – would like to continue with her services)
    6. Special emergency coverage
v. Coordinate and/or perform all compliance and in-house sampling required
vi. Coordinate and/or perform all routine maintenance and repairs on all wastewater treatment plant components
vii. Coordinate and/or perform all routine maintenance and repairs on all spray field components
viii. Provided 24hr emergency response as needed
ix. Work with City Staff as required to insure smooth operation and maintenance of the City's Collection System, Wastewater Treatment Plant and Disposal Areas
x. Work with Facility's existing Operator In Training (OIT) to provide all guidance and training required to achieve his Grade 1 Wastewater Certification
xi. Provide Operator Certification Prep as needed to OIT
xii. Generate all documentation required for compliance or other needs

xiii. Develop action plans for compliance related issues as they arise
xiv. Facilitate any maintenance or emergency repairs that cannot be performed by CWS (3rd party vendor activities if applicable)
xv. Develop a budget annually to present to the Board.
xvi. Maintain all required certifications to operate facility (including all continuing education)
xvii. Provide operations reports to the Board on a routine basis (monthly or quarterly)
xviii. Attend board meetings routinely

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- Compensation for services outlined in the Scope of Services shall be billed at an hourly rate of $85.00 per hour.
- There will also be a Standby Operator Fee of $300.00 per month to serve as compensation for operator "On Call" status.
- Monthly mileage accumulated shall be billed at $0.54 per mile

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall begin work on September 30, 2017.

Consultant shall be accessible to provide 24-hour emergency services as needed.

Consultant shall perform or arrange to be performed all readings, samplings, testing and reporting on a daily basis in compliance with the Regional Water Quality Control Board Permit.

All other tasks shall be completed in times set forth and required by the Regional Water Quality Control Board or other local, State or Federal Regulations, as well as necessary to ensure the public health and safety of the community.

EXHIBIT 2

Cypress Water Services
831.920.6796 Office
PO Box 615
Castroville, CA 95012
info@cypresswaterservices.com

September 20th, 2017

Steven Adams, City Manager
City of King City
sadams@kingcity.com

City of King City – Wastewater System Operator Services

Dear Mr. Adams,

On behalf of Cypress Water Services (CWS), I would like to thank you for your consideration for the management of the City of King City Wastewater Treatment Plant. Further, I would like you to know that choosing CWS as your Contract Operator brings the benefit of a Full Service Utility Company. With four (4) State Certified Operators, the support of our centralized office staff and dedicated maintenance personnel, CWS will provide the coverage and peace of mind your City deserves.

Following I have prepared a contract for your review which outlines the services we will provide and other important information. If you have any questions or need any specific language included please advise and I will update as needed.

Sincerely,

Miles Farmer
Cypress Water Services
831.594.2620
miles@cypresswaterservices.com

City of King City
Wastewater Systems

Operations & Maintenance
Contract Proposal

Prepared for:

Steven Adams, City Manager
City of King City California

September 20, 2017

Cypress Water Services
831.920.6796 Office
PO Box 615
Castroville, CA 95012
info@cypresswaterservices.com

1. Contract Terms

During our initial meeting Mr. Adams indicated the initial contract operations period would be on an interim basis with the possibility of a long-term contract in the future. As such, CWS proposes a month to month contract until the City of King City has had time to consider a long-term contract. Assuming satisfaction from both parties involved, CWS asks that the City of King City sets goals to decide on long-term contract operations by January 1st, 2018. **CWS will provide a discounted hourly rate if a long-term contract is negotiated.** Early termination of the interim contract requires advanced notice of 60 days by either party.

2. Scope of Services

Wastewater System – All wastewater and disposal facilities will be operated in a manner consistent with design criteria. Our goal, whenever possible, we will be to optimize existing systems to achieve the highest quality effluent economically. Additionally, CWS shall:

i. Provided full and complete operation and maintenance of facility
ii. Serve as Certified Operator of Record for all aspects of the Wastewater Treatment System and Effluent disposal
iii. Serve as point of contact for all operational and regulatory considerations
iv. Provided routine inspections of all system components, including but not limited to:
    1. Daily Wastewater Plant Observations (weekends possibly omitted if OK with regulators)
    2. Daily In-house pH & SS readings (weekends possibly omitted if OK with regulators)
    3. Daily Free board (weekends possibly omitted if OK with regulators)
    4. Weekly liftstation(s) inspections by CWS Staff to perform the following:
        a. Pump amp draws
        b. Liquid level check
        c. Float/level controller function check
        d. Motor control operation check
    5. All compliance sampling (Linda Brown currently sampler – would like to continue with her services)
    6. Special emergency coverage
v. Coordinate and/or perform all compliance and in-house sampling required
vi. Coordinate and/or perform all routine maintenance and repairs on all wastewater treatment plant components
vii. Coordinate and/or perform all routine maintenance and repairs on all spray field components
viii. Provided 24hr emergency response as needed
ix. Work with City Staff as required to insure smooth operation and maintenance of the City's Collection System, Wastewater Treatment Plant and Disposal Areas
x. Work with Facility's existing Operator In Training (OIT) to provide all guidance and training required to achieve his Grade 1 Wastewater Certification
xi. Provide Operator Certification Prep as needed to OIT
xii. Generate all documentation required for compliance or other needs
xiii. Develop action plans for compliance related issues as they arise

xiv. Facilitate any maintenance or emergency repairs that cannot be performed by CWS (3rd party vendor activities if applicable)
xv. Develop a budget annually to present to the Board.
xvi. Maintain all required certifications to operate facility (including all continuing education)
xvii. Provide operations reports to the Board on a routine basis (monthly or quarterly)
xviii. Attend board meetings routinely

3. Compensation

- Compensation for services outlined in the Scope of Services shall be billed at an hourly rate of $85.00 per hour.
- There will also be a Standby Operator Fee of $300.00 per month to serve as compensation for operator "On Call" status.
- Monthly mileage accumulated shall be billed at $0.54 per mile.

4. Summary

CWS appreciates your consideration to provide Operator Services. If given the opportunity to be your Operator, CWS will work closely with City Staff to find ways to mitigate contract operator expenses wherever possible. We will also provide support for other events or activities not directly associated with the Wastewater Facilities if desired (special projects, etc.). We look forward to working with you.

KING CITY
CALIFORNIA

Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Contract Services Agreement with CSG Consultants, Inc. for building plan review and inspection services; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.

BACKGROUND:

In July 2016, the City Council approved a contract with CSG Consultants, Inc. to provide building inspection services to the City on an as needed basis in order to have staffing available when the Chief Building Official is on vacation or experiences an excessive workload in order to avoid delays. In June 2017, the City Council also approved a contract with CSG Consultants, Inc. to provide plan review and inspections of cannabis projects on an as needed basis since staff anticipated that these projects would exceed staffing availability. In response to the retirement of the former Chief Building Official, which was effective on September 21st, staff is now recommending expanding the contract with CSG Consultants, Inc. to include ongoing plan review and inspection services on a temporary basis.

DISCUSSION:

A representative from CSG Consultants, Inc. has filled in for the Chief Building Official on a couple of occasions when he has been on vacation since the contract was approved in 2016. Staff believes the service has been good. As a result, staff is now recommending CSG Consultants, Inc. initially provide an inspector on site Monday, Tuesday, Wednesday and Friday from 8:00 a.m. to 12:00 p.m. He will also provide plan review services during those times for small projects. Plans for larger projects will be

sent to their main office for review. The contract for inspection and plan review for cannabis projects will remain in effect. After the first month, staff and the consultants will assess and adjust the hours as needed.

Staff's initial intent is to contract for a period of six months. During that time, the City Manager will assess options and projected workload, develop a strategy for addressing the City's building related needs in the future, and move forward with steps to implement the strategy.

COST ANALYSIS:

Building Official and plan review services will be billed at a rate of $125 per hour. Inspection services will be billed at a rate of $85 per hour. The estimated cost of the contract for the initial six-month period is projected to be approximately $75,000, which will be paid from funds budgeted for the full-time position.

ENVIROMENTAL REVIEW:

The Contract for Services Agreement is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

ALTERNATIVES:

The Council has the following alternatives to consider:

1. Approve the Contract Services Agreement;
2. Approve the Contract Services Agreement, but direct staff to modify the hours, term or overall strategy for proceeding as presented in the staff report;
3. Approve the Contract Services Agreement, but direct staff to immediately proceed with recruitment to fill the position;
4. Do not approve the Contract Services Agreement; or
5. Provide other direction to staff.

Exhibits:

1. Contract Services Agreement
2. CSG Proposal

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2017, by and between the CITY OF KING, a California municipal corporation ("City") and CSG Consultants Inc.(herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however,

Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.2 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. John LaTorra is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. STEVEN ADAMS [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or

shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $500,000.00 per occurrence or (ii) combined single limit liability of $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above 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 officers, employees and agents and their respective insurers. 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. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the 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 the City. City reserves the right to inspect complete, certified copies of and endorsement 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.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, and letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, and request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 . Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King 212 S. Vanderhurst Avenue, King City, CA 93930 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party 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.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 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.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s) he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

_____

Steven Adams, City Manager

ATTEST:

_____

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Shannon L. Chaffin, City Attorney

CONSULTANT:

_____

_____

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

_____

_____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

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☐ OTHER_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

A. On-site plan review services

B. Inspection services

C. Off-site plan review services

D. Building related code enforcement assistance

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Processing of plans and building, electrical, plumbing and HVAC comments

B. Issuance of building permits

C. Inspection reports

D. Final inspection documents

E. Other documents related to administration and enforcement of the California Building Code

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. Daily Inspection Logs of all Projects

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Mr. Joe Strasser, CBO will provide on-site plan review and inspection services.

B. Mr. Joe Strasser, CBG and Mr. John LaTorra will serve the capacity of Interim Building Official on an as-needed basis.

C. Other ICC Certified Plans Examiners and ICC Certified Building Inspectors as needed.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

FEE SCHEDULE

Review Type / Role	All Inclusive Fee / Hourly Rate
Certified Combination Building Inspector	**$85**
Building Official	**$125**
On-Site Plan Review	**$125**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultants shall provide on-site inspection and plan review services to the City of King beginning Monday, September 25, 2017 on Mondays, Tuesdays, Wednesdays and Fridays from 8:00 a.m. to 12:00 p.m. Days of service may be adjusted in writing by City at any time during the term of the contract.

Standard Plan Review Turnaround Times

The following are CSG's proposed plan review turnaround times.

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS)	RE-CHECK (BUSIENSS DAYS)
Commercial New Construction or Addition*	**10**	**5**
Tenant Infill/Remodel	**10**	**5**
Residential New Construction	**10**	**5**
Residential Addition/Remodel	**10**	**5**

***Turnaround time may vary with complexity and magnitude of the projects. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the City's representative and negotiate additional with required to ensure an appropriate level of review. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.**

EXHIBIT 2

550 Pilgrim Drive
Foster City, CA 94404
phone 650.522.2500
fax 650.522.2599

www.csgengr.com

September 7, 2017

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

Re: Building Plan Review, Inspection & Building Official Services

Dear Mr. Adams:

CSG Consultants, Inc. (CSG) is pleased to present this proposal for on-site building plan review, inspection and building official services to the City of King City (City). We understand the City is seeking a consulting firm to provide these services on an as-needed basis. Our firm brings specialized expertise, proximity, and knowledgeable and highly experienced personnel. We are also familiar with the City and its processes, having performed building department services for the City.

Staffing

CSG proposes **Joe Strasser, CBO** to provide on-site plan review and inspection services to the City. Mr. Strasser has over 27 years of experience in the field including extensive experience working directly for public agencies. His resume has been included herein for the City's review.

Schedule

CSG is proposing for Mr. Strasser to commence on-site plan review and inspection services on September 22, 2017. He will be initially utilized on Monday, Wednesday, and Friday mornings for an estimated 12 hours per a week. Furthermore, CSG is proposing for Mr. Strasser and Mr. LaTorra to serve the capacity of interim Building Official on an as-needed basis until the vacant position is filled.

Cost

The services described herein will be billed in accordance with the following hourly rates:

SERVICE	HOURLY RATE
Certified Combination Building Inspector	$85
Building Official	$125
On-Site Plan Review	$125

John LaTorra will serve as the primary contact for this contract. His contact information is as follows:

John LaTorra, CBO, *Project Manager*
phone (650) 522-2500 | cell (650) 208-4268 | johnl@csgengr.com

Please feel free to contact Mr. LaTorra with any questions or comments you may have regarding our proposal. We look forward to servicing the City of King City.

Sincerely,

Doug Rider, CBO
Building Division Manager, CSG Consultants, Inc.

Joseph **Strasser** CBO

Certified Building Official
Building Inspector
Combination Inspector
Building Plans Reviewer

LICENSES and CERTIFICATES

Certified Building Official
| 1046420

Building Inspector
| 1046420

Combination Inspector
| 1046420

Plans Examiner
| 1046420

EDUCATION

Cabrillo College | Construction Management
Associates of Science Degree
Business Administration

US Navy
Quality Control Aircraft Inspector

State University of New York at Fredonia
Studies in Business Administration

Mr. Strasser serves as a building official, building inspector and plans examiner for CSG. He has over 27 years of experience in the field including extensive experience working directly for public agencies. Mr. Strasser has provided building inspection services to the Cities of Scotts Valley, Seaside, Cupertino, Sunnyvale, and Counties of San Benito and Monterey.

RELEVANT EXPERIENCE

Building Official | County of San Benito
Mr. Strasser is providing inspection services to the County of San Benito.

Building Official | City of Seaside
Mr. Strasser is providing inspection services to the City of Seaside.

Building Official | City of Scotts Valley
Mr. Strasser's responsibilities included plan checking, inspections, code enforcement, permit processing, and preparing and presenting staff reports for city council related to fee schedules and ADA compliance enforcement. Mr. Strasser's inspection work included a focused effort to inspect commercial properties for ADA compliance, and to enforce ADA regulations.

Combination Building Inspector | City of Cupertino
Mr. Strasser's responsibilities included plan checking, permit issuance, and field inspections of residential and commercial structures.

Building Inspector | City of Sunnyvale
Mr. Strasser worked with the City's Building Division for over 9 years serving as a plans examiner and inspector. His duties included heavy counter work and reviewing residential and commercial plans for code compliance with structural, electrical, plumbing, and ADA regulations.

Building Inspector II | Monterey County
Mr. Strasser's duties included combination inspections and enforcement of electrical, mechanical, plumbing, and building codes. In addition, Mr. Strasser held the position of Engineering Aide II/Surveys. His duties included land surveying, performing technical engineering calculations and drafting of construction plans.

KING CITY
CALIFORNIA

Item No. 9(L)

REPORT TO THE CITY COUNCIL

DATE: SEPTEMBER 26, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF 2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN AND ENVIRONMENTAL REVIEW

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving the 2017 Citywide ADA Pedestrian Walkway Assessment Plan and making preliminary findings regarding the National Environmental Policy Act ("NEPA") and findings regarding the California Environmental Quality Act ("CEQA").

BACKGROUND:

The City has been unable to fund sidewalk improvements and maintenance for a number of years due to fiscal constraints. This has resulted in a deteriorated system with extensive damaged areas. There are also a number of missing segments, which require pedestrians to traverse the roadway. These areas create a hazardous condition, particularly for children, the elderly and those with disabilities. Finally, there are corners that do not provide adequate accessibility or meet the standards set forth by the Americans with Disabilities Act (ADA).

In 2016, staff prepared and the City Council approved a Citywide ADA Pedestrian Walkway Assessment Plan. The objective of the plan is to address these deficiencies in order to support community-wide efforts to enhance pedestrian access and safety. The project was proposed to be accomplished in three phases. Phase i included the highest priority improvements that could be funded from an application that was submitted for Community Development Block Grant (CDBG) funds. These are focused on low-moderate income census block groups, which are areas where 51% or more of existing households qualify as low or moderate income based upon County-wide criteria for household income and family size. Phase II also included improvements that were CDBG eligible, but could not be completed with funding from the original grant

application. Phase III included improvements in other areas outside the eligible census block groups.

Unfortunately, the City's CDBG grant application narrowly missed the cutoff score to be awarded. At the August 22, 2017 meeting, the Council approved preparation of another CDBG grant application for 2018 funding. This year, the California Department of Housing and Community Development (HCD) approved changes to the CDBG program, which included an increase in the maximum amount of the grant application. Therefore, staff has recommended an update to the ADA Pedestrian Walkway Assessment Plan. Phases I and II have now combined into Phase I. In addition, staff reassessed deficiencies and updated the recommendations.

DISCUSSION:

The plan has been prepared by the City Engineer. The project will correct all existing deficiencies to allow for an uninterrupted path of travel along sidewalks in King City. It is an important priority for the City to create connectivity through better pedestrian and bicycle accessibility. This will enhance mobility, particularly for transit dependent, disabled and disadvantaged individuals without convenient vehicle access.

It is particularly important to improve safety and eliminate dangers. A primary goal will be to improve access to public service, public transportation, "Safe Routes to Schools", parks and recreation opportunities. Improvements and new sidewalk construction are proposed in areas that include or connect residential areas to three elementary schools and middle school, a high school campus, a community college campus, a number of public parks, the City Recreation Center, sports fields, the public pool, skateboard park, a variety of social services facilities, government facilities, commercial shopping areas, and a number of transit stops. A key goal implementation of the plan will address are requests that have been received for improvements to sidewalks that link the Mee Memorial Hospital to a nearby commercial center. The route currently includes barriers that make pedestrian travel difficult, particularly for a number of people that require wheel chairs.

The plan identifies the following citywide improvements:

- Missing Curb Ramps
- Non-compliant Curb Ramps
- Existing Curb Ramps Missing Appropriated Truncated Domes
- Missing Sidewalk Segments
- Replacement of Curb and Gutter
- Replacement of Sidewalk

The project generally consists of saw cutting, removal and offsite disposal of existing concrete; preparation of the subgrade for the installation of proposed sidewalks, curb ramps and curb and gutter; and installation of new sidewalks, curb ramps and curb and gutters to meet ADA requirements. All work shall be within the City right-of-way.

COST ANALYSIS:

The Engineer's estimate for construction costs for Phase I is $3,374,808, which is intended to be funded from the CDBG grant. Phase II costs will be determined after completion of Phase I. They will be funded through an annual sidewalk maintenance program included in the Capital Improvement Project budget from General Fund monies in the future.

ENVIRONMENTAL REVIEW:

The recommended Resolution makes preliminary findings regarding NEPA and findings regarding the CEQA.

ALTERNATIVES:

The Council has the following alternatives to consider:

1. Adopt a Resolution approving the 2017 Citywide ADA Pedestrian Walkway Assessment Plan and National Environmental Policy Act (NEPA) Environmental Review;
2. Modify improvements identified in the plan and adopt the Resolution;
3. Do not approve the plan; or
4. Provide other direction to staff.

Prepared and Approved by: _____
Steven Adams, City Manager

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING THE 2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN, A PUBLIC WORKS PROJECT THAT IS PART OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REQUEST TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD), WHICH IS FUNDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE PURPOSE OF REMOVAL OF BARRIERS FOR HANDICAPED AND DISABLED PERSONS AND IMPROVING PEDESTRIAN ACCESS, ESPECIALLY FOR SCHOOL CHILDREN WITHIN THE CITY AND MAKING FINDINGS REGARDING THE NATIONAL ENVIRONMENTAL POLICY ACT ("NEPA") AND THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

WHEREAS, the City of King ("City") has agreed to participate in a project with the intent of funding a portion of the project from the use of CDBG funds for the purpose of improving handicap access and access for children within the City ("Project"); and

WHEREAS, the City Council ("Council") has determined that the project would benefit accessibility throughout the City; and

WHEREAS, it is the goal of the City to provide sidewalks and handicap ramps for the safety of all pedestrians; and

WHEREAS, the City Engineer has conducted an analysis of existing City sidewalks and handicap ramps and has determined that there are conditions that warrant improvement, including the lack of handicap ramps at numerous intersections and the lack of connecting sidewalks and other barriers to pedestrians as well as disabled persons; and

WHEREAS, Phase I of the project will make improvements to pedestrian facilities within Census Tract 113.02 in the City of King, which will correct existing ADA deficiencies to allow for uninterrupted path of travel along sidewalks in the City and improve parkway strips along the edges of existing streets providing missing sidewalks and improve areas of sidewalks that are in disrepair; and

WHEREAS, the project generally consists of saw cutting, removal and offsite disposal of existing concrete. Preparation of the subgrade for the installation of proposed sidewalks, curb ramps and curb and gutter. Installation of new sidewalks, curb ramps and curb and gutters to meet ADA requirements. All work shall be within existing City right-of-way throughout the project area; and

WHEREAS, the project is consistent with the City's General Plan; and

WHEREAS, on August 9, 2017, a public hearing was conducted in order to discuss possible applications for funding under the 2017/2018 funding cycle; and

WHEREAS, out of an abundance of caution, the City has conducted an environmental evaluation of the project to ensure compliance with government requirements for protecting the environment, the City has conducted an evaluation of National Environmental Policy Act ("NEPA") and California Environmental Quality Act

("CEQA") and the City understands that The City understands that HUD may require additional NEPA assessment, if deemed necessary.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of King as Follows:

1. The City Council finds that this project is subject to a Categorical Exclusion pursuant to 24 C.F.R. Part 58.35 as this project is for acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size, or capacity of more than 20 percent. Here, the project is to improve the existing pedestrian walkways and sidewalks and make connections where missing. Such improvements are estimated to be approximately ten (10%) percent increase in length in order to make connections and complete links in areas where sidewalks are missing. The project will provide improvements for accessibility, especially for school children and handicapped and disabled persons by removing barriers and correcting safety problems throughout the City and therefore can be considered Categorically Excluded Activities Subject to 58.5. Additionally, the Categorical Exclusion is applicable as it is a special project directed toward the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and disabled persons. The project will remove barriers to handicapped and disabled persons by constructing new handicap ramps at intersections and other appropriate locations. The project will also reduce vehicle trips by encouraging people to walk to work, schools and shopping thereby reducing traffic on the streets and ultimately reducing greenhouse gases. There are no applicable exceptions to the Categorical Exclusion.

2. The Council finds that this project is subject to Categorical Exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 as the project is for the operation, repair, maintenance, or minor alteration of an existing public infrastructure system, and will involve negligible or no expansion of use beyond that existing at the time of the City's determination. This project will improve sections of existing sidewalks and walkways within the existing City right-of-way by constructing handicap ramps at numerous existing sidewalk locations, as well as connect the existing sidewalk and pedestrian infrastructure system were certain dirt paths are currently being used. The City's project will remove barriers for handicapped and disabled persons and provide sidewalks in City rights-of-way where needed for pedestrian access, especially for school children and their parents, throughout the City. The project will also reduce vehicle trips by encouraging people to walk to work, schools and shopping thereby reducing traffic on the streets and ultimately reducing greenhouse gases. No exceptions to this Categorical Exemption is applicable pursuant to CEQA Guidelines section 15300.2.

3. On September 26, 2017, the Council approved the 2017 Citywide ADA Pedestrian Walkway Assessment Plan and Environmental Review, attached hereto as **Exhibit 1**.

4. The City Council authorizes the City Manager to apply for CDBG or other grant funding for this project and to take all other steps needed to complete the application process, including entry into any required agreements and execution of any documents, subject to approval as to legal form by the City Attorney, on behalf of the City as may be required by the funding source. The City Manager is further authorized to accept said funds on behalf of the City, and is directed to construct the project consistent with the requirements of the funding source as appropriate.

PASSED, APPROVED AND ADOPTED this 26TH day of September, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

_____

STEVEN ADAMS, City Clerk

CITY OF KING:

By: _____

MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____

SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

I, _____, City Clerk of the City of King, California, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of the Resolution passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

EXHIBIT 1

KING CITY

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

for

CITY OF KING CITY
MONTEREY COUNTY, CALIFORNIA

Prepared By:

Hanna & Brunetti
7651 Eigleberry St
Gilroy CA 95020

September 2017

KING CITY
2017 CITYWIDE ADA PEDESTRIAN WALKWAY
ASSESSMENT PLAN

Background

The City of King is located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,221and the area is 3.85 square miles. The City has approximately 26 miles of paved streets, which includes an extensive sidewalk system. This purpose of this plan is to inventory all sidewalks in the public right-of-way, assess all deficiencies, and identify mitigation measures for each deficiency.

Statement of Needs

The City has been unable to fund sidewalk improvements and maintenance for a number of years due to fiscal constraints. This has resulted in a deteriorated system with extensive damaged areas. There are also a number of missing segments, which require pedestrians to traverse the roadway. These areas create a hazardous condition, particularly for children, the elderly and those with disabilities. Finally, there are corners that do not provide adequate accessibility or meet the standards set forth by the Americans with Disabilities Act (ADA).

The objective of the plan is to address these deficiencies in order to support community-wide efforts to enhance pedestrian access. The project will correct all existing deficiencies to allow for an uninterrupted path of travel along sidewalks in King City. It is an important priority for the City to create connectivity through better pedestrian and bicycle accessibility. This will enhance mobility, particularly for transit dependent, disabled and disadvantaged individuals without convenient vehicle access.

It is particularly important to improve safety and eliminate dangers. A primary goal will be to improve access to public service, public transportation, "Safe Routes to Schools", parks and recreation opportunities. Improvements and new sidewalk construction are proposed in areas that include or connect residential areas to three elementary schools and middle school, a high school campus, a community college campus, a number of public parks, the City Recreation Center, sports fields, the public pool, skateboard park, a variety of social services facilities, government facilities, commercial shopping areas, and a number of transit stops. A key goal implementation of the plan will address are requests that have been received for improvements to sidewalks that link the Mee Memorial Hospital to a nearby commercial center. The route currently includes barriers that make pedestrian travel difficult, particularly for a number of people that require wheel chairs.

The following are examples of the typical sidewalk condition on several segments of the sidewalk system:

Recommendations

The plan is proposed to be accomplished in two phases. Phase I consists of all low-moderate income census block groups within Census Tract 113.02. These are areas where 51% or more of existing households qualify as low or moderate income based upon County-wide criteria for household income and family size, which is published by the U.S. Housing and Urban Development on an annual basis.

It is the intent of the City to pursue grant funding for Phase I. Phase II includes all areas outside these block groups, which will be funded on a gradual basis by an annual sidewalk improvement program, proposed to be initiated once Phase I is completed.

A summary of the Engineer's estimate for construction costs is provided for Phase I, which is a total of $3,374,808. The overall boundaries of Phase I are shown on the aerial map provided on Sheet No. A1. Specific improvements proposed for both Phases I and II are then identified in detail on Sheets A3 through A16. Phase I improvements include all those identified within areas identified with the pink borders.

Symbols mark specific locations and type of improvement. They are classified as follows:

- Missing Curb Ramps
- Non-compliant Curb Ramps
- Existing Curb Ramps Missing Appropriated Truncated Domes
- Missing Sidewalk Segments
- Replacement of Curb and Gutter
- Replacement of Sidewalk

The project generally consists of saw cutting, removal and offsite disposal of existing concrete; preparation of the subgrade for the installation of proposed sidewalks, curb ramps and curb and gutter; and installation of new sidewalks, curb ramps and curb and gutters to meet ADA requirements. All work shall be within the City right-of-way.

Project Schedule

It is proposed to begin design and construction as soon as funding is secured. It is estimated the full project can be completed within one year of funding availability. The following schedule is proposed:

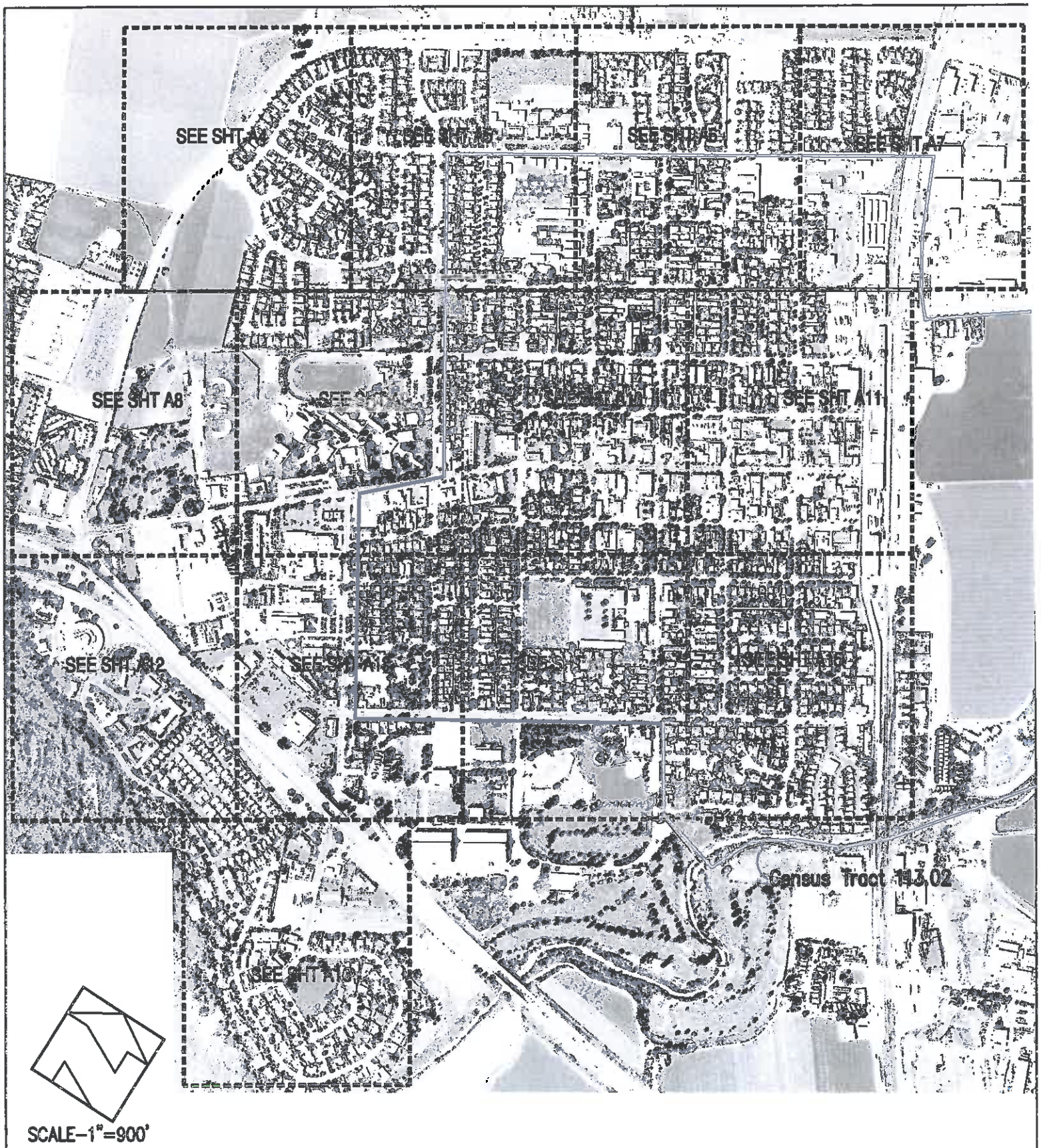
Grant Award	March 2018
Plans and Specifications Complete	May 2018
Advertise Project	June 2018
Award Project	August 2018
Project Completion	February 2018

	Engineer's Estimate of Probable Costs				
Project:	CDBG - ADA Sidewalk Improvements for King City				Job/File No.:
Date:	14-Sep-17				162100
Item	Description	Quantity		Unit Price	Est. Amount
	Sheet A2				
1	City Std PCC Sidewalk in Locations Missing SW (5' wide)	2,700	SF	$18.00	
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	925	SF	$20.00	
3	Remove & Replace Curb and Gutter with AC repair	0	LF	$110.00	
4	PCC Handicap Ramps with Truncated Domes	0	EA	$5,000.00	
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	
6	Grind Trip Hazard Locations	3	EA	$500.00	
7	Add Truncated Domes to Ex. Curb Ramps	2	EA	$600.00	
	Subtotal:				$0.00
	Sheet A3				
1	City Std PCC Sidewalk in Locations Missing SW	730	SF	$18.00	$13,140.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	955	SF	$20.00	$19,100.00
3	Remove & Replace Curb and Gutter	0	LF	$110.00	$0.00
4	PCC Handicap Ramps with Truncated Domes	6	EA	$5,000.00	$30,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	2	EA	$600.00	$1,200.00
	Subtotal:				$65,440.00
	Sheet A4				
1	City Std PCC Sidewalk in Locations Missing SW	2,425	SF	$18.00	$43,650.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	4,195	SF	$20.00	$83,900.00
3	Remove & Replace Curb and Gutter	0	LF	$110.00	$0.00
4	PCC Handicap Ramps with Truncated Domes	4	EA	$5,000.00	$20,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	3	EA	$7,000.00	$21,000.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	13	EA	$600.00	$7,800.00
	Subtotal:				$178,350.00
	Sheet A5				
1	City Std PCC Sidewalk in Locations Missing SW	1,465	SF	$18.00	$26,370.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	0	SF	$20.00	$0.00
3	Remove & Replace Curb and Gutter	34	LF	$110.00	$3,740.00
4	PCC Handicap Ramps with Truncated Domes	1	EA	$5,000.00	$5,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	2	EA	$600.00	$1,200.00
	Subtotal:				$38,310.00
	Sheet A6				
1	City Std PCC Sidewalk in Locations Missing SW	0	SF	$18.00	
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	1,330	SF	$20.00	
3	Remove & Replace Curb and Gutter	0	LF	$110.00	
4	PCC Handicap Ramps with Truncated Domes	1	EA	$5,000.00	
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	
6	Grind Trip Hazard Locations	4	EA	$500.00	
7	Add Truncated Domes to Ex. Curb Ramps	8	EA	$600.00	
	Subtotal:				$0.00
	Sheet A7				
1	City Std PCC Sidewalk in Locations Missing SW	0	SF	$18.00	$0.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	7,255	SF	$20.00	$145,100.00
3	Remove & Replace Curb and Gutter	400	LF	$110.00	$44,000.00
4	PCC Handicap Ramps with Truncated Domes	0	EA	$5,000.00	$0.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	6	EA	$600.00	$3,600.00
	Subtotal:				$194,700.00

Hanna Brunetti
7651 Eigleberry S.
Phone: (408) 842-21

	Sheet A8				
1	City Std PCC Sidewalk in Locations Missing SW	4,635	SF	$18.00	$83,430.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	11,965	SF	$20.00	$239,300.00
3	Remove & Replace Curb and Gutter	0	LF	$110.00	$0.00
4	PCC Handicap Ramps with Truncated Domes	2	EA	$5,000.00	$10,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	1	EA	$7,000.00	$7,000.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	19	EA	$600.00	$11,400.00
	Subtotal:				**$353,130.00**
	Sheet A9				
1	City Std PCC Sidewalk in Locations Missing SW	7,470	SF	$18.00	$134,460.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	9,840	SF	$20.00	$196,800.00
3	Remove & Replace Curb and Gutter	1,734	LF	$110.00	$190,740.00
4	PCC Handicap Ramps with Truncated Domes	10	EA	$5,000.00	$50,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	26	EA	$600.00	$15,600.00
	Subtotal:				**$589,600.00**
	Sheet A10				
1	City Std PCC Sidewalk in Locations Missing SW	0	SF	$18.00	
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	0	SF	$20.00	
3	Remove & Replace Curb and Gutter	0	LF	$110.00	
4	PCC Handicap Ramps with Truncated Domes	2	EA	$5,000.00	
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	
6	Grind Trip Hazard Locations	4	EA	$500.00	
7	Add Truncated Domes to Ex. Curb Ramps	0	EA	$600.00	
	Subtotal:				**$0.00**
	Sheet A11				
1	City Std PCC Sidewalk in Locations Missing SW	19,125	SF	$18.00	$344,250.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	2,295	SF	$20.00	$45,900.00
3	Remove & Replace Curb and Gutter	0	LF	$110.00	$0.00
4	PCC Handicap Ramps with Truncated Domes	13	EA	$5,000.00	$65,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	0	EA	$600.00	$0.00
	Subtotal:				**$457,150.00**
	Sheet A12				
1	City Std PCC Sidewalk in Locations Missing SW	4,215	SF	$18.00	$75,870.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	9,970	SF	$20.00	$199,400.00
3	Remove & Replace Curb and Gutter	0	LF	$110.00	$0.00
4	PCC Handicap Ramps with Truncated Domes	15	EA	$5,000.00	$75,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	2	EA	$600.00	$1,200.00
	Subtotal:				**$353,470.00**
	Sheet A13				
1	City Std PCC Sidewalk in Locations Missing SW	20,330	SF	$18.00	$365,940.00
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	7,065	SF	$20.00	$141,300.00
3	Remove & Replace Curb and Gutter	85	LF	$110.00	$9,350.00
4	PCC Handicap Ramps with Truncated Domes	12	EA	$5,000.00	$60,000.00
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	$0.00
6	Grind Trip Hazard Locations	4	EA	$500.00	$2,000.00
7	Add Truncated Domes to Ex. Curb Ramps	6	EA	$600.00	$3,600.00
	Subtotal:				**$582,190.00**
	Sheet A14				
1	City Std PCC Sidewalk in Locations Missing SW	2,380	SF	$18.00	
2	Remove & Replace Ex. City PCC Sidewalk (5' wide)	930	SF	$20.00	
3	Remove & Replace Curb and Gutter	0	LF	$110.00	
4	PCC Handicap Ramps with Truncated Domes	2	EA	$5,000.00	
5	Replace Non-Compliant Ramps with new PCC Handicap Ramps	0	EA	$7,000.00	
6	Grind Trip Hazard Locations	3	EA	$500.00	
7	Add Truncated Domes to Ex. Curb Ramps	0	EA	$600.00	
	Subtotal:				**$0.00**
	TOTAL				**$2,812,340.00**
	20% contingency				$562,468.00
	PROJECT TOTAL				**$3,374,808.00**
Notes					
1	All Improvements shall be furnished and installed according to City Standards and Specifications				
2	Quanities are based on Exhibits submitted July 2017				

Hanna Brunet
7651 Eigleberry Ct
Phone: (408) 842-217

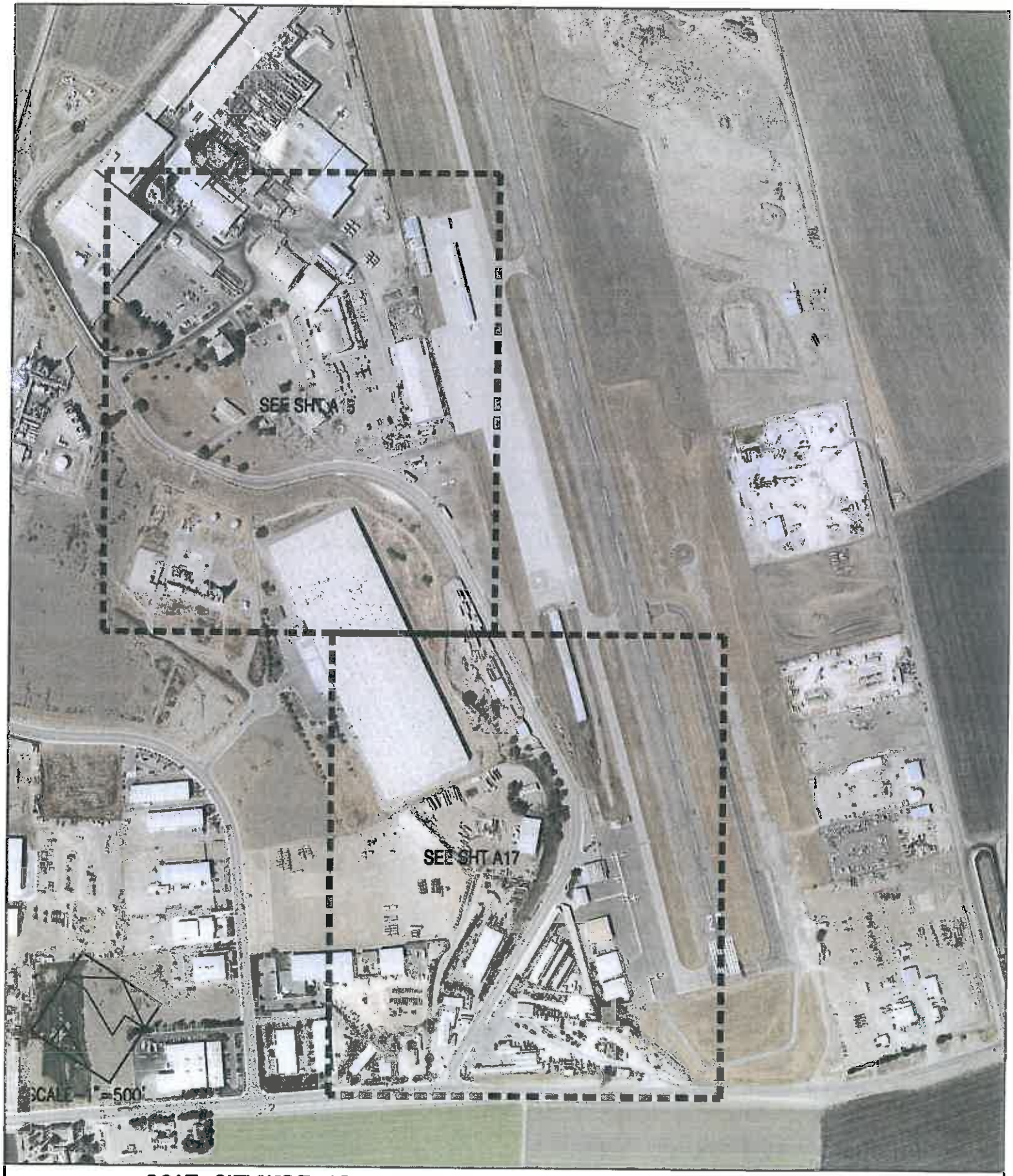


2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

VICINITY MAP
CITY OF KING CITY
MONTEREY COUNTY, CALIFORNIA

SHEET NO.
A1

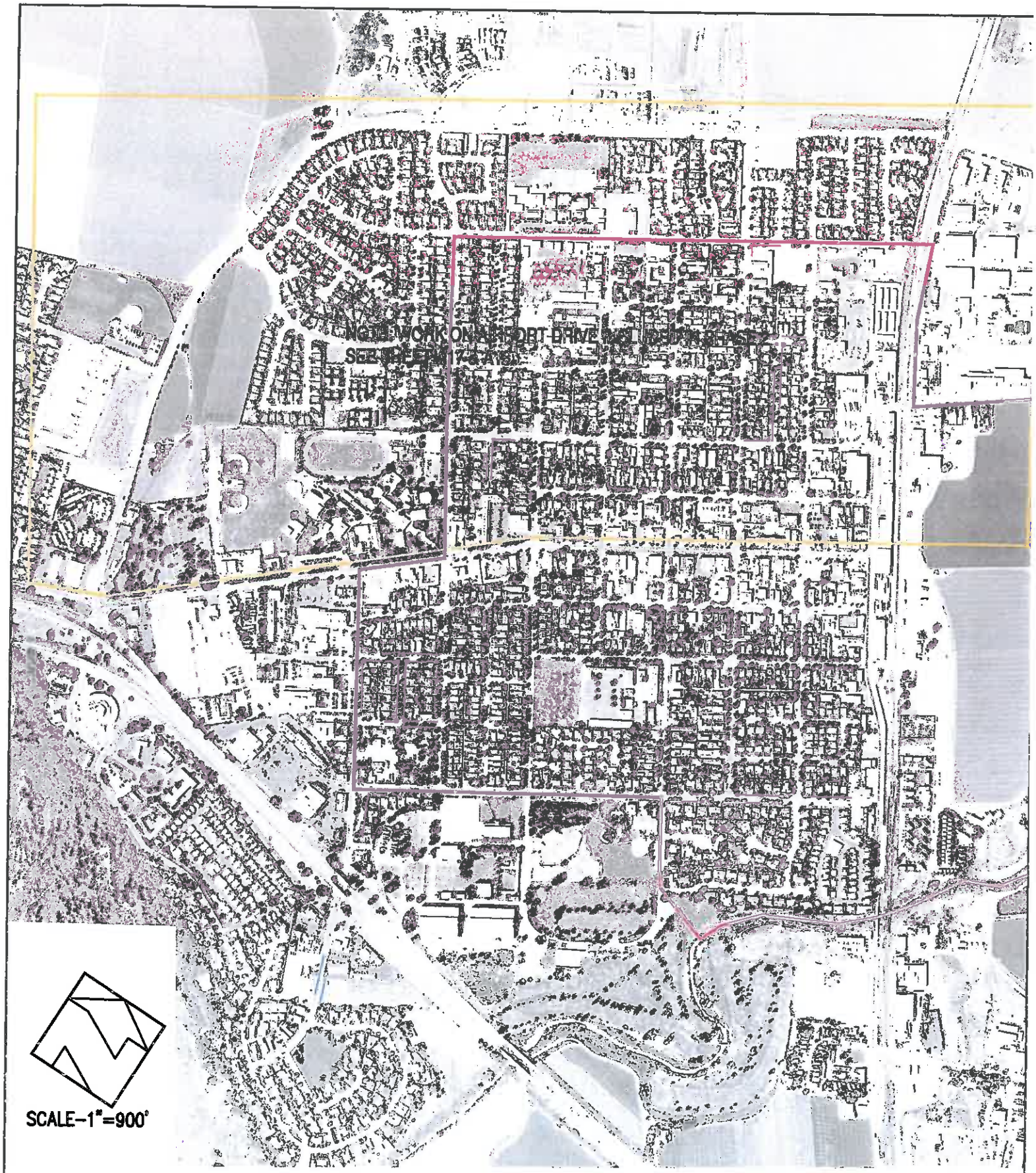


2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

VICINITY MAP – AIRPORT DRIVE
CITY OF KING CITY
MONTEREY COUNTY, CALIFORNIA

SHEET NO.
A2



2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

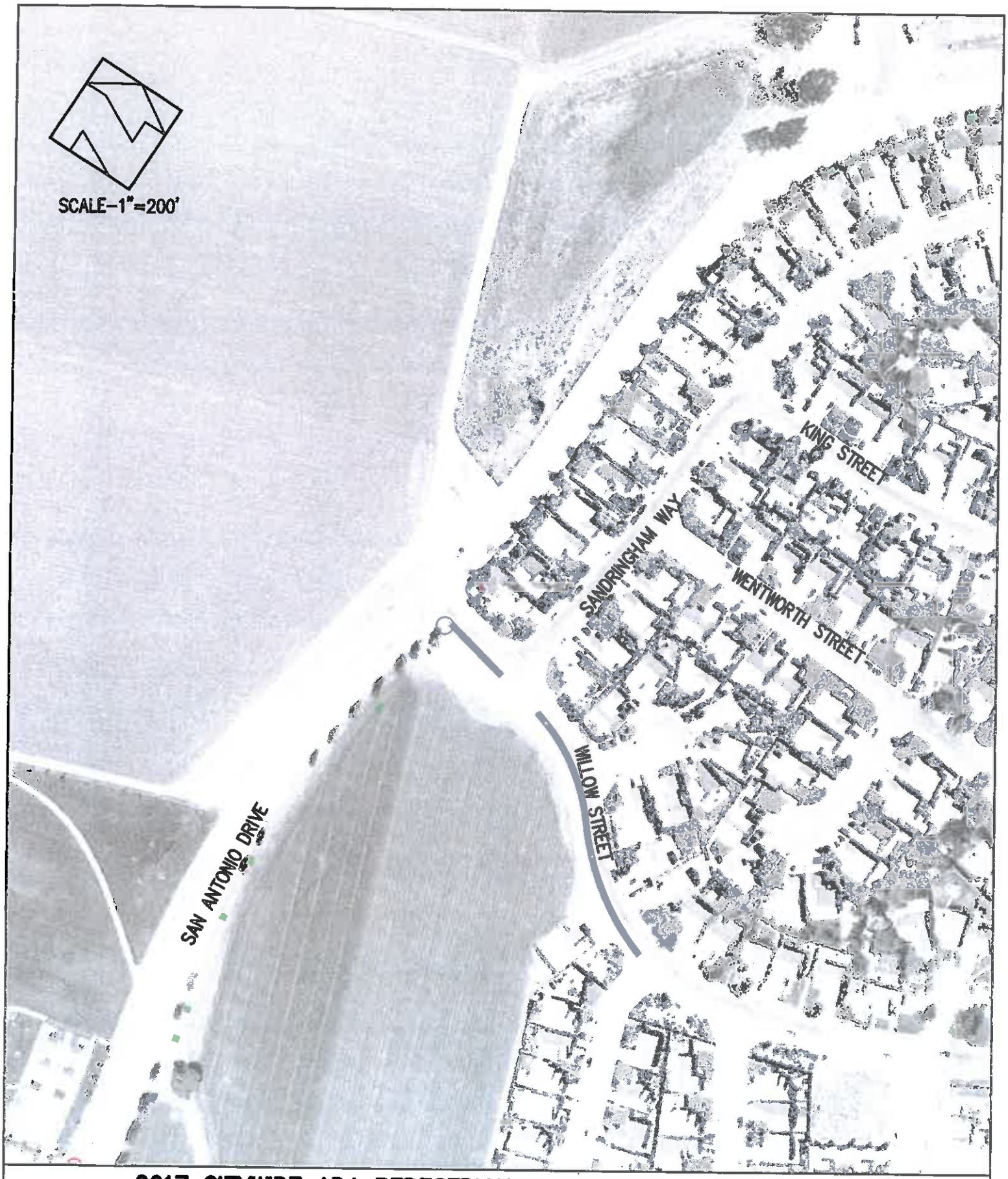
HANNA-BRUNETTI
EST. 1910

CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

PHASING MAP LEGEND

SIDEWALK IMPROVEMENTS PHASE 1
SIDEWALK IMPROVEMENTS PHASE 2

SHEET NO.
A3



2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

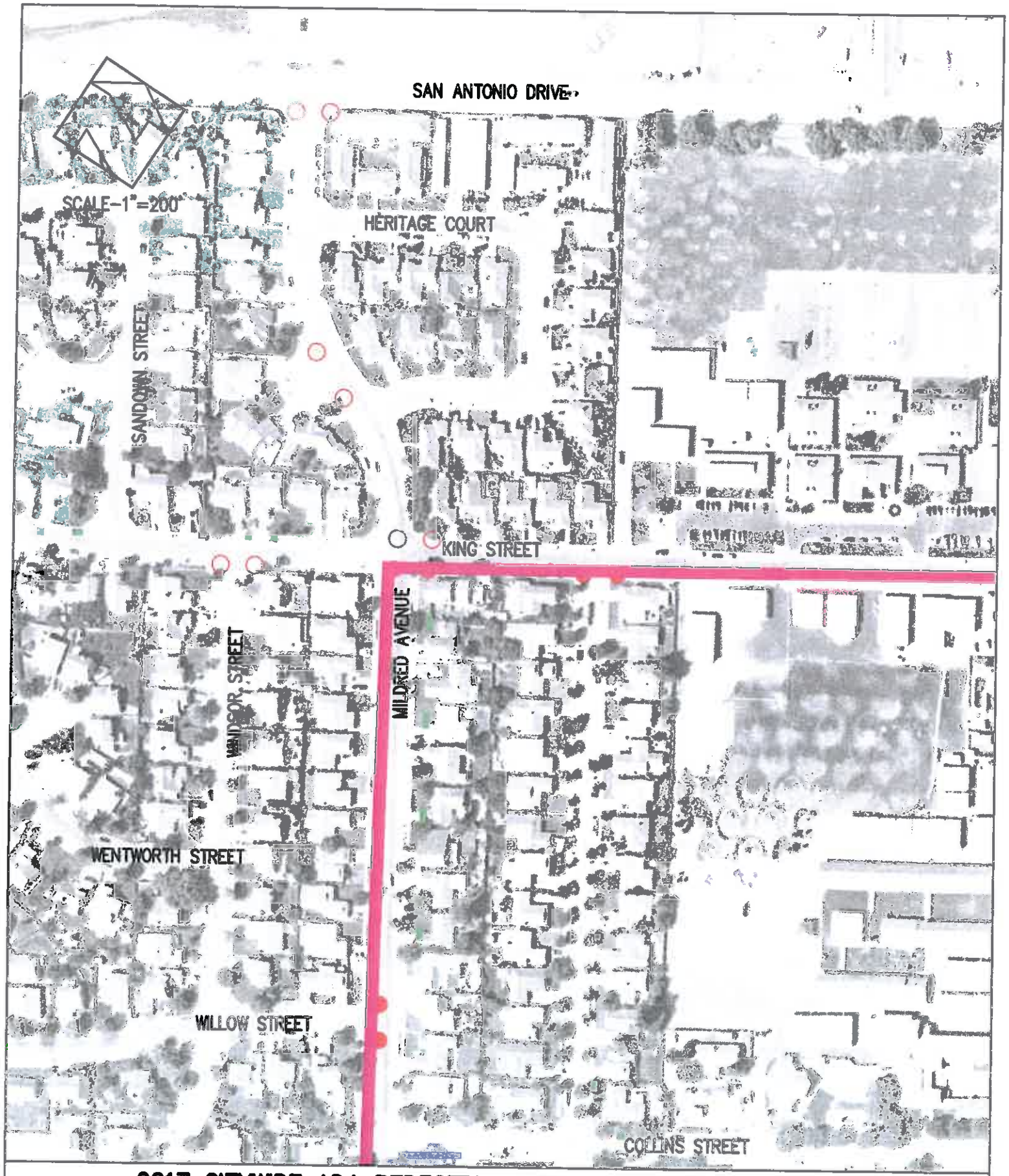
HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

LEGEND

- PHASE 1 BORDER
- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK

SHEET NO.

A4

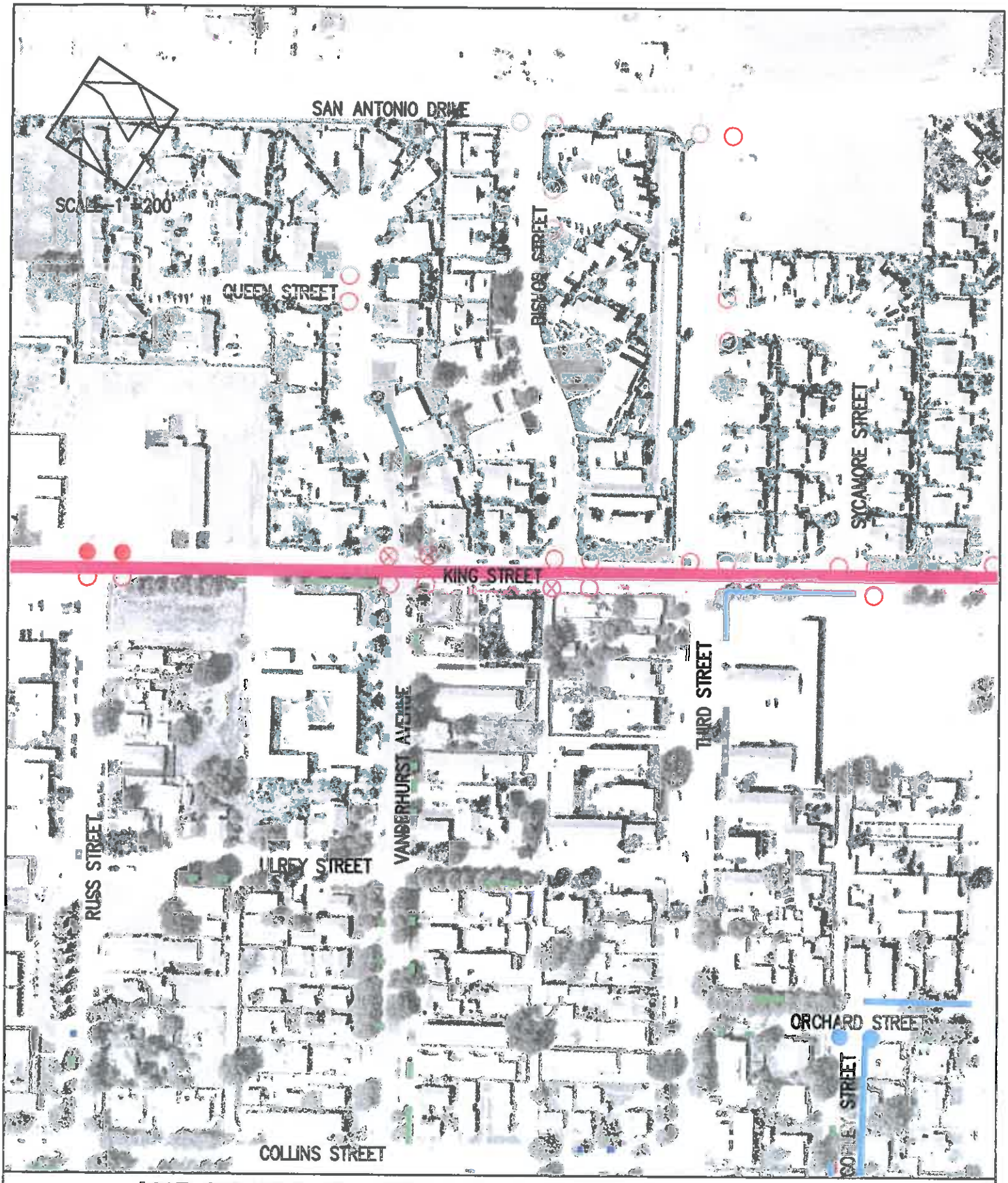


2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

LEGEND
- PHASE 1 BORDER
- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.
A5



2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910
CIVIL ENGINEERS · LAND SURVEYORS
CONSTRUCTION MANAGERS

LEGEND
- PHASE 1 BORDER
- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.
A6

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910

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LEGEND

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- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A7

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910

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CONSTRUCTION MANAGERS

LEGEND

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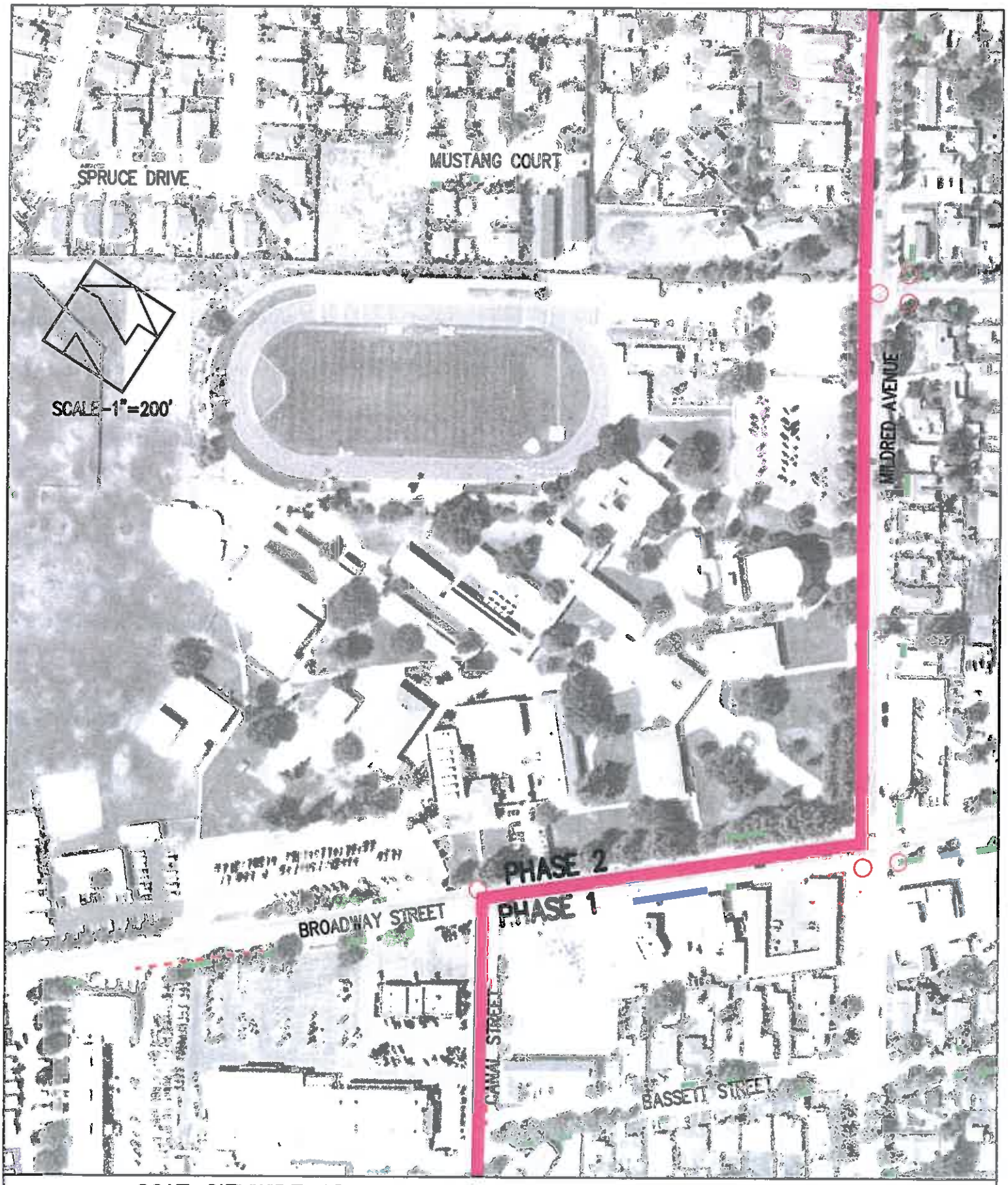
- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A8



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LEGEND

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- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A9

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

HANNA-BRUNETTI
EST. 1910

CIVIL ENGINEERS · LAND SURVEYORS
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LEGEND

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- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A10

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

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LEGEND
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- MISSING CURB RAMP
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.
A11

2017 CITYWIDE ADA PEDESTRIAN WALKWAY ASSESSMENT PLAN

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LEGEND
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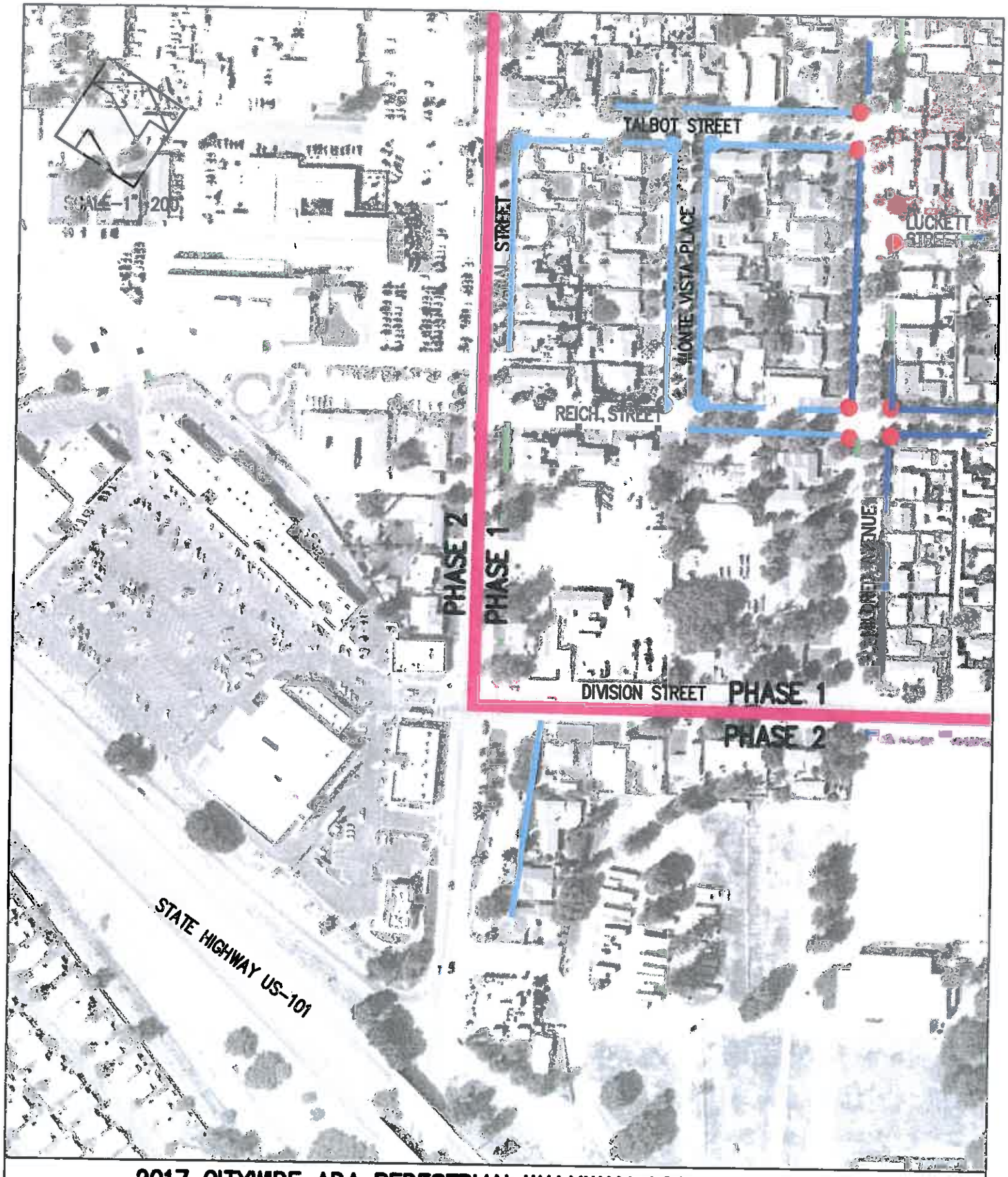
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.
A12



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LEGEND

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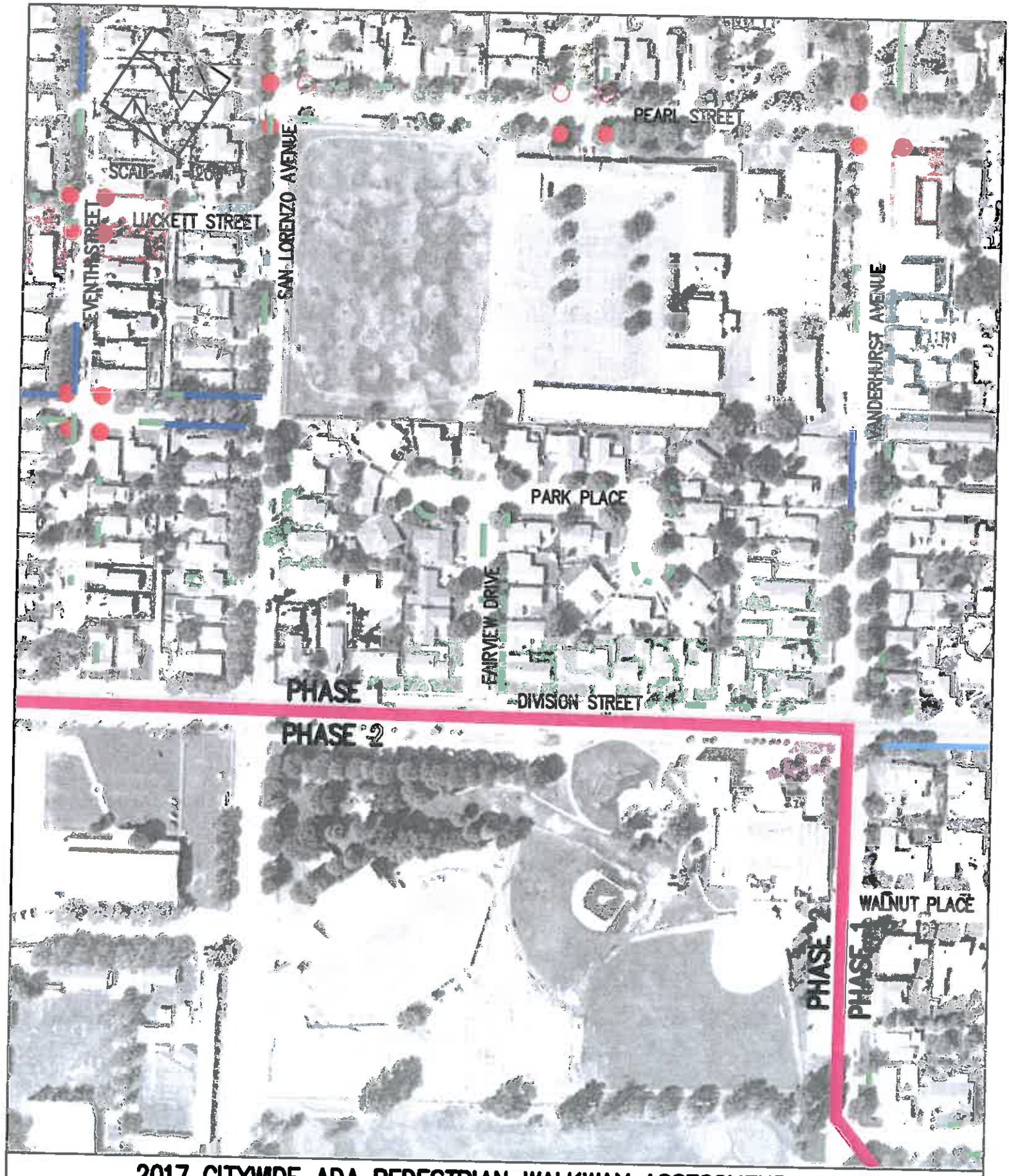
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A13



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LEGEND

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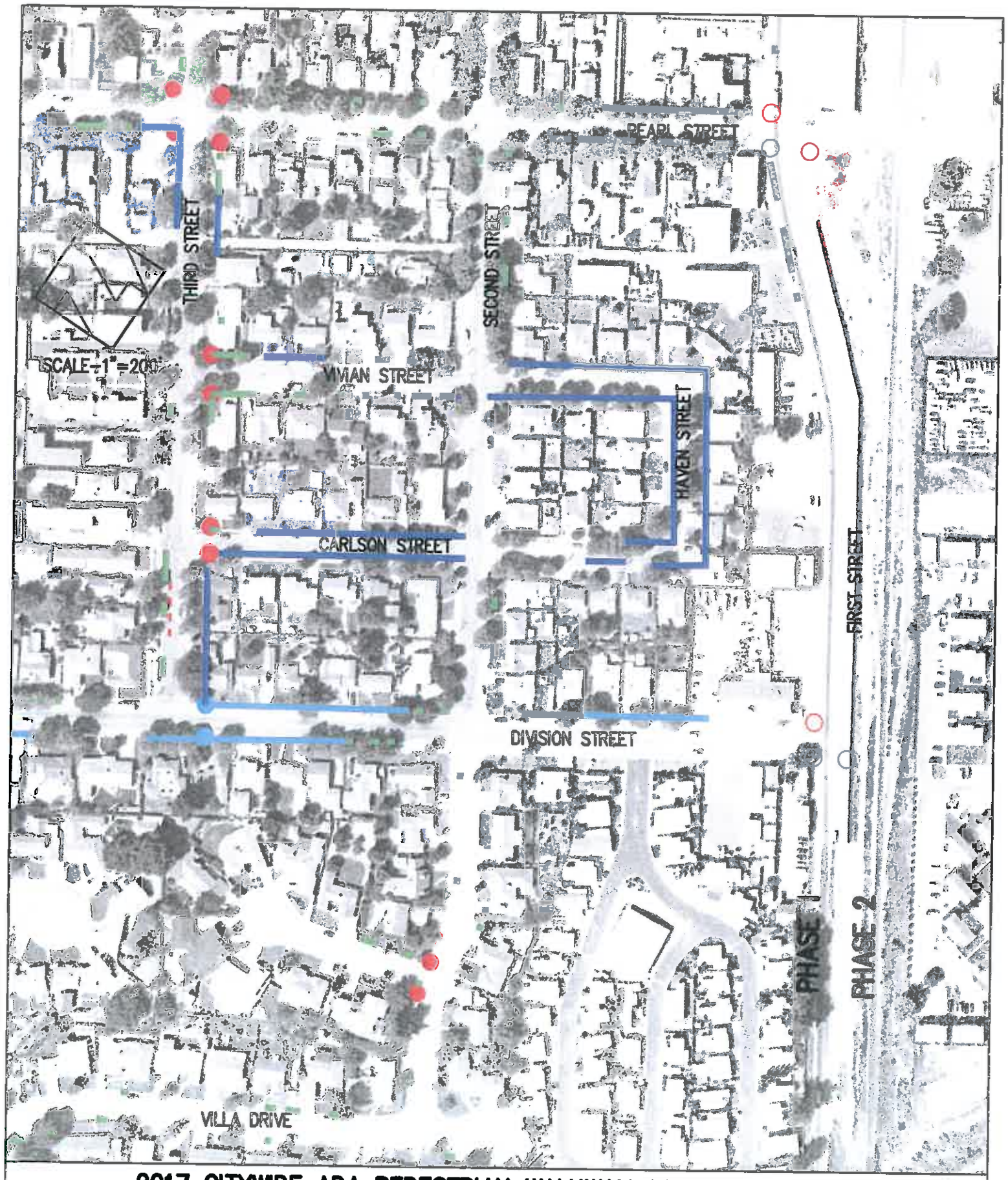
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A14



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LEGEND
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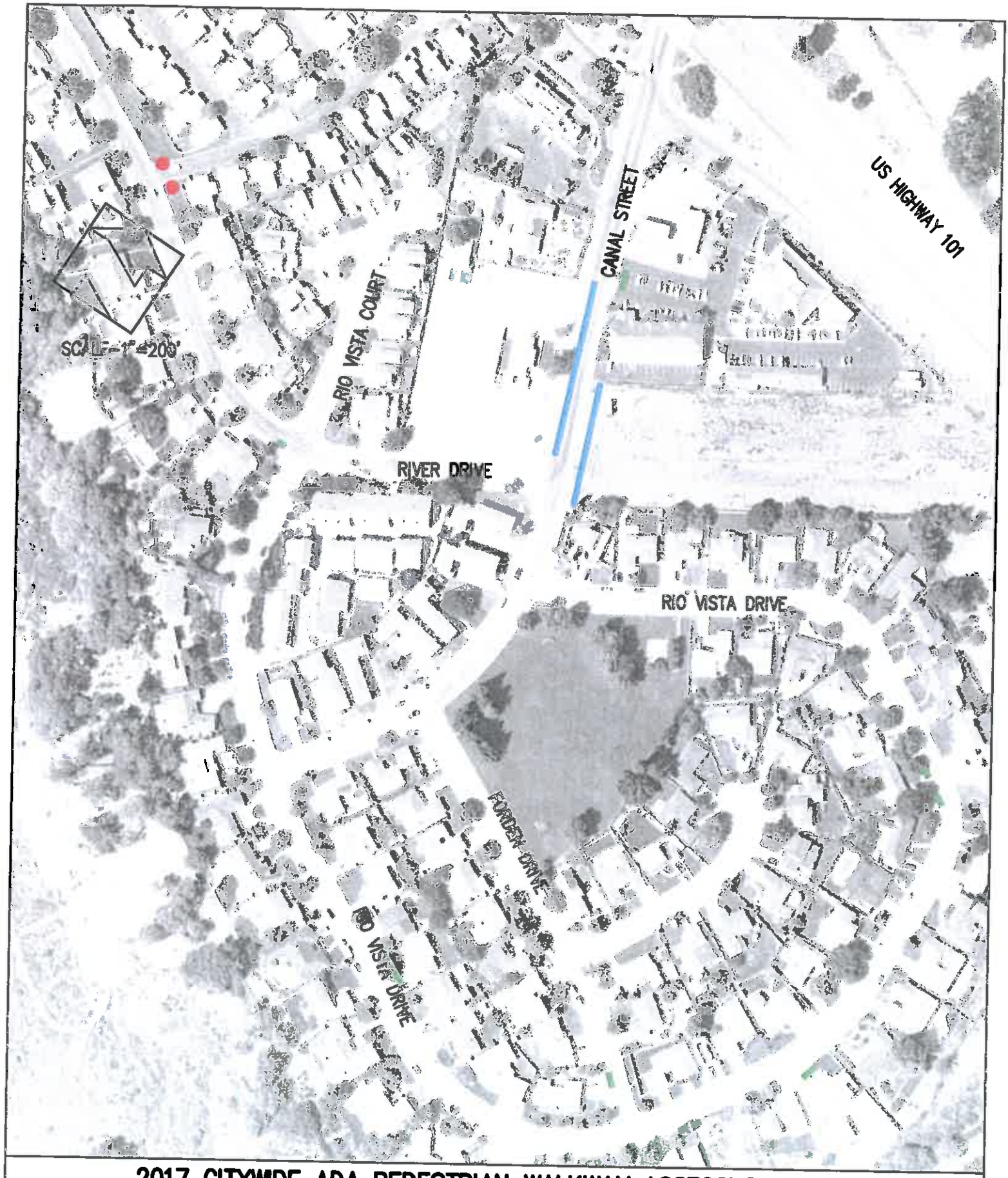
- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.
A15



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LEGEND

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- NON-COMPLIANT CURB RAMP
- EX. RAMP MISSING TRUNCATED DOMES
- MISSING SIDEWALK
- REPLACE CURB & GUTTER
- REPLACE EX. SIDEWALK
- SAFE ROUTES TO SCHOOL

SHEET NO.

A16