

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

TUESDAY NOVEMBER 14, 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**
 - A. Housing Authority Presentation by Commissioners Kathleen Ballesteros and Elizabeth Williams**
- 6. PUBLIC COMMENT**

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

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

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of October 24, 2017 Council Meeting
Recommendation: approve and file.
- B. Meeting Minutes of November 6, 2017 Special Council Meeting
Recommendation: approve and file.
- C. City Check Register
Recommendation: approve and file.
- D. Consideration: Memorandum of Understanding for Greenfield-King City Major Crimes Unit
Recommendation: approve the Memorandum of Understanding between the City of Greenfield and the City of King for a Major Crimes Unit for investigation of major crimes in both jurisdictions.
- E. Consideration: Entering into a Pipeline Crossing Agreement with Union Pacific Railroad Company and Granting the City Manager Signature Authorization
Recommendation: 1) approve Resolution No. 2017-4610 to enter into Pipeline Crossing Agreement with Union Pacific Railroad; 2) grant City Manager signature authorization for items related to this pipeline crossing project including the Pipeline Crossing Agreement; and 3) pay the License Fee of \$4780.00.
- F. Consideration: Second Reading and Adoption of An Ordinance of the City Council of the City of King Authorizing the Implementation of a Community Choice Aggregation Program; Including Associated CEQA Determinations Under Categorical Exemption Class Seven (7)
Recommendation: adopt by title only an Ordinance of the City Council of the City of King Authorizing the Implementation of a Community Choice Aggregation program.

10. PUBLIC HEARINGS

- A. Consideration: Submittal of a Community Development Block Grant (CDBG) Application
Recommendation: 1) Open the Public Hearing, consider public testimony; and 2) approve submittal of a Community Development Block Grant
- B. Consideration: An Ordinance of the City Council of the City of King Adding and Adopting Chapter 7.65 of Title 7 of the King City Municipal Code Pertaining to Hotel, Motel and Motor Lodge Occupancy Regulations and Operational Standards
Recommendation: 1) open the Public Hearing, consider public testimony; 2) introduce and conduct the First Reading, by title only an Ordinance adding and adopting Chapter 7.65 of the Title 7 King City Municipal Code pertaining to hotel, motel and motor lodge occupancy regulations and operational standards.

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.

- A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957:
Title: City Manager

13. ADJOURNMENT

**City Council Meeting
October 24, 2017**

1. CALL TO ORDER:

Regular Meeting called to order at 6:00pm 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, Carlos DeLeon, Mayor Michael LeBarre, Mayor Pro Tem Carlos Victoria.

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

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

6. PUBLIC COMMUNICATIONS:

7. COUNCIL COMMUNICATIONS:

Mayor Pro Tem Victoria nothing to report, just getting ready for district block party.

Council Member Cullen stated that the 2018 theme for the fair is "Lettuce Turnip the Beet". Last Solid Waste Authority Meeting had a lite agenda. Southern Monterey County Foundation Grant ceremony date is to be determined as it had to be changed from the November 8th date as it conflicts with Sober Grad Reverse Draw Dinner. ProYouth had an open house on October 13th and he left inspired. He was impressed with all the modules that they go through. He knows that it is something that is truly investing in the future.

Council Member Acosta stated nothing to report.

Council Member DeLeon attended school board meeting and they are revamping the playground and they are extending the ProYouth contract to the 2018/2019 year.

Mayor LeBarre stated the ProYouth was impressive. He attended the Hartnell Measure T Oversight Committee. They will be expanding the square footage of the campus here in King City.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams stated sediment removal project underway, landscaper starting on the entrance sign location, cameras being installed, façade enhancements are continuing, first wind sculptures have been

shipped, next week should hear about the second grant for the drug and alcohol rehabilitation center, gearing up for the district block parties on Thursday, looking for people to bring desserts.

Assistant City Attorney Roy Santos stated that the Governor signed in the sanctuary state will go into effect January and we are not sure how that is going to turn out. It is unclear how this will affect the City's requirement for declaration of federal funding. The Governor also signed in to law several new housing laws. The League of Cities will be coming out with their end of the year legal updates and they will have a short presentation on the updates for staff and council.

9. CONSENT AGENDA

- A. Meeting Minutes of October 10, 2017 Council Meeting
- B. City Monthly Treasurer's Report- September 2017
- C. Successor Agency Monthly Treasurer's Report- September 2017
- D. Public Financing Authority Monthly Treasurer's Report- September 2017
- E. City Check Register
- F. Successor Agency Check Register
- G. Consideration: Second Reading and Adoption of An Ordinance Amending Section 16.22 of Chapter 16 of the King City Municipal Code as Part of Disaster Resiliency Long Term Planning
- H. Consideration: Purchase of Police Administrative Vehicles
- I. Consideration: Contract Services Agreement with Eikhof Design Group, Inc. for Public Works Special Projects Coordination
- J. Consideration: Appropriation for San Lorenzo Creek Sediment Removal Project

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

None

11. REGULAR BUSINESS:

- A. Consideration: Community Choice Aggregation Program

Recommendation: 1) review the results of the Community Choice Aggregation (CCA) feasibility study and peer review; 2) direct staff to proceed with the process of forming a CCA; and 3) direct staff to draft a contract with Pilot Power Group, Inc. for operation of the CCA.

City Manager Adams introduced this item.

Kelly Foley, Pilot Power further introduced this item with a power point showing the strategic partners the President of Pilot Power Denis Vermette, Sylviane Herzog, Concorde Communications, Answering 365 Award winning bilingual call center, and Justin Hitchcock Grid Alternative. Ms. Foley further showed the a list of benefits showing a 1% savings for the first 18 months, going over wireless street light expansion, solar power on housing and training people to work on solar installation, and King City building their own power plant.

Justin Hitchcock, regional director of Grid Alternatives spoke to the solar funding, it continues through 2021 and the limited capacity of the team, possibly could do 15 homes a month or more if more staff was

hired. Grid Alternatives certification of training is one way to meet the requirement of experience in other solar companies when applying for other jobs.

Anne Falcon, EES Consulting, Inc. went over the peer review feasibility study. Study provided reasonable approach to the feasibility of forming and operating a CCA for the City. Ultimate headroom results may be conservative however are reasonable. FSO shifts many risks that typically fall on CCAs. Debt management options should be considered and balanced with other risks the CCA may face. Overall the analysis is reasonable and the approach can provide significant benefits to King City residents and businesses.

Barbara Boswell, former Finance Director, spoke to her experience with a city CCA from Lancaster. CCAs for Cities have merit and can really change a community. The studies in her estimation make sense for King City.

Action: Motion directing staff to proceed with the process of forming a CCA; and directing staff to draft a contract with Pilot Power Group, Inc. for operation of the CCA by Cullen and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 7:35pm.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

**City Council Special Meeting
November 6, 2017**

1. CALL TO ORDER:

Special Meeting was called to order at 5:00pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams, Admin. Asst./Deputy City Clerk, Erica Sonne

4. PUBLIC COMMUNICATIONS:

None

5. Public Hearing:

- A. Consideration: An Ordinance of the City Council of the City of King Authorizing the Implementation of a Community Choice Aggregation Program

City Manager Adams introduced this item.

Mayor LeBarre opened the public hearing, seeing no one come forward, he closed the public hearing. Mayor LeBarre introduced the ordinance for first reading by title only.

Action: Motion authorizing implementation of a Community Choice Aggregation Program by Cullen and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Mayor Pro Tem Victoria

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the Special meeting at 5:04pm

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



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

Item No 9(C)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CITY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/CITY
CITY CHECK REGISTER
NOVEMBER 14, 2017
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Exhibit(S)

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Oct 20, 2017 (FY 2017-18)

Date: 10/20/2017

Time: 12:08 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							
59698	10/20/2017	Printed		AT&T-GA	A T & T	Phone Service-KCFD	25.11
59699	10/20/2017	Printed		ADAMSS	STEVEN ADAMS	C M Travel Reimbursement -	100.58
59701	10/20/2017	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Remove stain on carpet -	764.27
59702	10/20/2017	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services	17,708.92
59703	10/20/2017	Printed		ALWAYST	ALWAYS TOWING & RECOVERY, INC	Unit 106	4,520.00
59704	10/20/2017	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supply	854.84
59705	10/20/2017	Printed		AT & T	AT & T	Monthly Phone Service -	1,733.56
59706	10/20/2017	Printed		AT&T - C	AT&T	Phone Service - KCPD	56.71
59707	10/20/2017	Printed		BENSON	RICHARD A. BENSON PLUMBING	Sewer (Villa Dr-King City	1,417.10
59708	10/20/2017	Printed		CALIFOR	CALIFORNIA BUILDING STANDARDS	Green Fees	112.50
59709	10/20/2017	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Monthly water service.	32,275.52
59710	10/20/2017	Printed		CAROLLO	CAROLLO ENGINEERS, INC	Waste water fac master plan.	29,772.31
59711	10/20/2017	Printed		CATHOLIC	CATHOLIC CHARITIES	Sept Immigration Service	2,500.00
59712	10/20/2017	Printed		CNAUTO	CLARK N. CLEVENGER	Replace Rope for Blower.	92.43
59713	10/20/2017	Printed		UMSTEAD EL	CLIFTON T. UMSTEAD	Airators Waste Plant	23,247.48
59714	10/20/2017	Printed		CONATSER	CONATSER WELDING & MACHINE, LLC	Blades for Edging Turf.	123.64
59715	10/20/2017	Printed		COMINFO	COUNTY OF MONTEREY	August Services	993.50
59716	10/20/2017	Printed		SALINAS V	DIANA ADAMS	Uniforms (J Lizardi)	2,222.14
59717	10/20/2017	Printed		D A CONSUL	DISABILITY ACCESS CONSULTANTS	Self-Evaluation	7,448.00
59718	10/20/2017	Printed		DIVISION	DIVISION OF STATE ARCHITECT	Disability Access and	15.00
59719	10/20/2017	Printed		DOMAIN	DOMAIN LISTINGS	Annual Domain Listing	228.00
59720	10/20/2017	Printed		EVANGELIST	EVANGELISTA AUTOMOTIVE REPAIR	Fender	550.94
59721	10/20/2017	Printed		FASTENAL	FASTENAL COMPANY	Nuts & Bolts for Shop.	41.38
59722	10/20/2017	Printed		FED EXP	FEDEX	Postage	36.48
59723	10/20/2017	Printed		GARCIAZ	ZENAIDA GARCIA	Reimburse for lost cell phone.	340.77
59724	10/20/2017	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Sprinkler System	243.30
59725	10/20/2017	Printed		GREEN'S	GREEN'S ACCOUNTING	Sept 2017 Monthly Acct	10,169.62
59728	10/20/2017	Printed		HANNA	HANNA & BRUNETTI	San Lorenzo Creek Sediment	24,457.00
59729	10/20/2017	Printed		HCCD	HARTNELL COMMUNITY COLLEGE DIS	Contribution - 2017-18	10,041.75
59730	10/20/2017	Printed		SCOFIELD	IRMA SCOFIELD	City Sign Stand	206.69
59731	10/20/2017	Printed		KENSTEV	STEVE KENNEDY	CA Gang Task Force	150.00
59732	10/20/2017	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	AIP Airport Layout Plan	29,023.65
59733	10/20/2017	Printed		KC CHAMBER	KING CITY CHAMBER OF COMMERCE	Operating Funding	5,000.00
59734	10/20/2017	Printed		KCBLOOM	KING CITY IN BLOOM	Services & Dues	5,000.00
59735	10/20/2017	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Sweeper Repairs	540.53
59737	10/20/2017	Printed		LA HEARNE	L.A. HEARNE COMPANY	Int Charge	64.14
59738	10/20/2017	Printed		LAW EN PSY	LAW ENFORCEMENT PSYCHOLOGICAL	Psycl Assessment	400.00
59739	10/20/2017	Printed		LOPEZ AUTO	LOPEZ AUTO GLASS	Windshield - dump truck #22	705.60
59740	10/20/2017	Printed		LUX	BRENNAN LUX	Field Training Adm Course -	150.00
59741	10/20/2017	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Copier Overage	244.51
59742	10/20/2017	Printed		MPE	MONTEREY PENINSULA ENGINEERING	1st Street Lonoak Project -	117,877.36
59743	10/20/2017	Printed		MULLAHEY	MULLAHEY CHRYSLER DODGE	Unit 106 - Patrol Veh	2,957.99
59744	10/20/2017	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Antifreeze for Mower	268.07
59745	10/20/2017	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	855.26
59746	10/20/2017	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Ground Water Monitoring	4,950.00
59747	10/20/2017	Printed		PURE WATER	PENINSULA PURE WATER INC.	Monthly water service -	73.70
59748	10/20/2017	Printed		PENSEC	PENINSULA SECURITY	Rec Center - Prof Services	238.00
59749	10/20/2017	Printed		PAC	PG&E	Gas & Electric Service -	14,486.57
59750	10/20/2017	Printed		PROYOUTH	PROYOUTH	Oct 2017 After school	11,458.33
59751	10/20/2017	Printed		QUILL CORP	QUILL CORPORATION	Office Supplies	264.01

Check Register Report

Oct 20, 2017 (FY 2017-18)

Date: 10/20/2017

Time: 12:08 pm

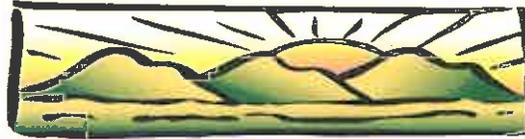
Page: 2

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
59752	10/20/2017	Printed		RAINBOW	RAINBOW PRINTING	Business Cards	85.76
59753	10/20/2017	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Monthly Internet	30.90
59754	10/20/2017	Printed		ELREPA	RENE MARTINEZ JR.	Uniforms - FY 17-18	4,422.93
59755	10/20/2017	Printed		RODCLAR	CLARA RODRIGUEZ	Rec Center Sec Deposit	200.00
59756	10/20/2017	Printed		SVBASIN	SALINAS VALLEY BASIN	2017-18 Member Cont.	30,000.00
59757	10/20/2017	Printed		SV FAIR	SALINAS VALLEY FAIR	Expo Basketball 2/25/17	875.00
59758	10/20/2017	Printed		SWSWA	SALINAS VALLEY SOLID WASTE	Franchise Administrative	3,873.75
59759	10/20/2017	Printed		SO CO NEWS	SO CO NEWSPAPERS	Pub for Public Hearing	1,764.00
59760	10/20/2017	Printed		STERI	STERICYCLE, INC	Hazard Waste	338.06
59761	10/20/2017	Printed		PURSUIT	STOMMEL INC	Patrol Vehicles Equipment.	14,393.54
59762	10/20/2017	Printed		EDJONES	THE ED JONES CO., INC	Badges	1,998.98
59763	10/20/2017	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services	3,750.00
59764	10/20/2017	Printed		ZAPPIA	THE ZAPPIA LAW FIRM, APC	Legal Services	3,192.98
59765	10/20/2017	Printed		TIRE KING	TIRE KING & AUTO EXPRESS	Car Washes - Aug & Sept	489.00
59766	10/20/2017	Printed		TORO	TORO PETROLEUM CORP.	Diesel Tank Sewer Plant	5,703.24
59767	10/20/2017	Printed		TULARE	TULARE COUNTY JAIL INDUSTRIES	Congressman Panetta	64.65
59768	10/20/2017	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Contract Service for Copier.	278.42
59769	10/20/2017	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges -	974.20
59770	10/20/2017	Printed		WASSONA	ANDREA WASSON	Mileage to training class.	95.98

Total Checks: 69	Checks Total (excluding void checks):	439,538.65
Total Payments: 69	Bank Total (excluding void checks):	439,538.65
Total Payments: 69	Grand Total (excluding void checks):	439,538.65



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

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017

TO: CITY COUNCIL

FROM: ROBERT MASTERSON, CHIEF OF POLICE

RE: MEMORANDUM OF UNDERSTANDING FOR GREENFIELD-KING CITY MAJOR CRIMES UNIT

RECOMMENDATION:

It is recommended the City Council approve the Memorandum of Understanding between the City of Greenfield and the City of King for a Major Crimes Unit for investigation of major crimes in both jurisdictions.

BACKGROUND:

Violent crimes have been increasingly on the rise not only in the cities of Greenfield and King but in California in general. At the same time, municipal resources are stretched further and further as more areas of responsibility are pushed to the local level. Greenfield and King City are both in the top 25% of the highest violent crimes reported for cities of populations of 20,000 or less in the state of California according to 2016 DOJ statistics (refer to attachment A.) Greenfield reported a total of 56 violent crimes for last year, and King City reported a total of 47 violent crimes.

Although the cities of Greenfield and King City have long enjoyed the benefit of assisting each other in times of emergencies due to our close proximity, each city maintains its' own police department and investigates the respective crimes in their jurisdiction. When major crimes occur, the City can call upon allied agencies, such as the Sheriff's Department or District Attorney's Office; however, these agencies are having limited resources as well and are additionally responsible for other cases in Monterey County. These factors mean these agencies frequently cannot assist to the completion of an investigation and also do not have the local connection to the cases our agencies experience.

The primary purpose of the Major Crimes Unit will be to pool resources and talent to enable both cities to investigate these crimes and bring the offenders to justice. It is historically proven that the first 48 hours is the primary time which

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
GREENFIELD-KING CITY MAJOR CRIMES UNIT
NOVEMBER 14, 2017
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allows investigators to follow investigative leads to a fruitful conclusion. With each passing time increment, the probability of solving a major crime diminishes. In addition, more investigators working a major crime increases the probability of solving the case as multiple investigators can conduct investigative tasks simultaneously.

DISCUSSION:

When crime occurs within the City of King, the Police Department works diligently to identify those responsible and arrest and prosecute them. Many of these investigations take King City police personnel outside the City in pursuit of information, leads and suspects.

The Police Chiefs of Greenfield and King City recognize the difficulty in conducting larger and long-term investigations. We believe these two cities will benefit from having a joint Major Crimes Unit operating throughout the region. Extensive cases in these two cities require personnel support beyond our existing capacity. As a result, we will seek assistance from our regional law enforcement partners. We have found that the more often this occurs, the more successful we are at identifying and arresting those who engage in gang/violent activity within our community. Pooling resources will allow for more effective enforcement and suppression of violent and major crimes.

Both of the participating agencies have agreed to dedicate resources in support of the Major Crimes Unit objectives. The King City Police Department has agreed to assign one police detective to the team on a full-time basis and one supervisor on a part-time basis. This assignment will not reduce the allocated staffing levels in investigations or patrol bureaus. Greenfield will assign one detective on a full-time basis and a crime scene investigator on a part-time basis. Greenfield has also agreed to provide dedicated office space at their police station.

Assigning a King City detective to the Major Crimes Unit will significantly enhance the Police Department's ability to conduct violent crime and gang investigations by leveraging our personnel with the other agency Major Crimes Unit members, serving as a force multiplier.

Working together, the Major Crimes Unit will seek to diminish the occurrence of violent crimes and gang activity within and across the boundaries of the communities served by the participating agencies. The formation of the major Crimes Unit, through the adoption of a formal Memorandum of Understanding, will enhance the ability of the various agencies to share information pertaining to violent crimes and gangs.

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR
GREENFIELD-KING CITY MAJOR CRIMES UNIT
NOVEMBER 14, 2017
PAGE 3 OF 3**

COST ANALYSIS:

There will be no significant cost incurred in the current budget more than what is currently allocated to the Police Department investigative budget.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

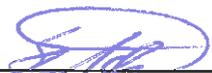
The following alternatives are presented for Council consideration:

1. Approve staff's recommendation to enter into the MOU with Greenfield for a Major Crimes Unit;
2. Direct staff to negotiate changes;
3. Do not approve staff recommendation
4. Provide other direction to staff.

Prepared By: _____


Robert Masterson, Chief of Police

Approved By: _____


Steve Adams, City Manager

Attachment A: DOJ Violent Crime Cities Under 20K

City	Population	crime	nonnegligent	(revised)	(legacy)	Robbery	assault	crime	Burglary	theft	vehicle	Arson
Susanville	14,798	181	0	9		11	161	282	68	193	21	4
Red Bluff	14,138	159	0	20		35	104	1,097	260	719	118	8
Ukiah	15,897	150	0	15		29	106	431	107	284	40	2
Clearlake	15,165	149	1	19		37	92	677	237	336	104	10
Oroville	16,322	141	0	15		43	83	1,330	282	866	182	10
Emeryville	12,060	132	0	3		97	32	1,721	126	1,449	146	3
Commerce	13,128	130	1	7		56	66	1,223	119	744	360	10
Coalinga	16,282	130	0	10		7	113	293	90	182	21	4
Santa Fe Springs	18,401	112	3	8		36	65	1,184	168	836	180	4
Gridley	6,584	104	0	3		1	100	196	42	132	22	1
Parlier	15,262	103	0	11		13	79	256	75	100	81	7
Mendota	11,481	97	4	7		12	74	150	33	85	32	1
Marysville	12,241	96	1	8		23	64	504	108	295	101	8
Grass Valley	12,961	96	0	1		7	88	708	120	521	67	3
Anderson	10,273	92	2	8		6	76	452	51	315	86	7
California City	13,244	91	1	9		21	60	390	215	152	23	0
Artesia	17,049	89	2	1		30	56	622	198	350	74	1
Chowchilla	18,487	85	0	1		7	77	527	161	281	85	15
Arcata	17,913	82	0	6		22	54	667	129	461	77	6
Blythe	18,961	78	1	4		20	53	684	246	413	25	21
Taft	9,543	73	0	3		6	64	355	80	249	26	0
Hawaiian Gardens	14,654	73	2	2		27	42	305	54	169	82	1
Lindsay	13,533	72	0	1		7	64	322	80	151	91	5
Signal Hill	11,677	69	0	9		29	31	856	103	640	113	2
Lomita	20,889	69	0	4		27	38	347	73	223	51	0
American Canyon	20,746	68	0	7		15	46	409	58	295	56	2
Auburn	14,078	67	1	5		6	55	305	64	199	42	2
Willits	4,856	66	0	3		4	59	54	10	22	22	0
Dixon	19,592	63	1	3		21	38	376	62	267	47	5
Pinole	19,451	61	0	4		31	26	892	76	731	85	6
Fortuna	12,013	60	2	5		8	45	458	59	368	31	6
Livingston	14,076	60	0	5		6	49	372	115	193	64	3
Greenfield	17,343	56	3	3		21	29	297	55	168	74	7
Huron	6,852	54	1	3		8	42	93	43	36	14	7
Yreka	7,559	54	1	2		3	48	268	74	152	42	3

Crescent City	6,622	53	0	2	6	45	147	39	91	17	0
El Segundo	17,113	53	0	4	25	24	731	186	472	73	3
Tehachapi	12,770	52	0	6	8	38	273	89	161	23	1
Lakeport	4,817	47	0	3	14	30	206	50	142	14	0
Needles	5,010	47	0	3	6	38	161	67	77	17	1
King City	14,111	47	2	4	5	36	236	57	115	64	3
Hermosa Beach	19,930	47	1	10	14	22	539	85	424	30	1
Willows	6,053	42	0	2	5	35	222	32	170	20	7
Fort Bragg	7,292	42	1	4	3	34	326	55	261	10	1
Fillmore	15,653	42	0	4	5	33	100	20	69	11	10
Shafter	18,608	42	1	7	6	28	567	174	249	144	8
Grover Beach	13,686	40	1	3	5	31	320	58	241	21	4
Orange Cove	9,706	39	1	1	3	34	153	30	67	56	3
Gustine	5,801	38	1	2	2	33	113	31	67	15	3
Corning	7,522	38	0	5	5	28	322	79	202	41	3
Malibu	13,030	38	0	6	13	19	402	87	283	32	1
Cotati	7,479	37	0	3	6	28	82	26	48	8	4
Sonoma	11,113	37	0	6	4	27	194	36	150	8	4
La Palma	15,975	37	0	1	10	26	369	141	196	32	1
Fowler	6,397	35	0	3	4	28	116	36	55	25	0
Gonzales	8,533	35	1	0	9	25	101	18	54	29	0
Kerman	14,654	35	0	4	7	24	374	74	243	57	0
Arroyo Grande	18,280	35	0	6	9	20	334	53	262	19	3
Dos Palos	5,158	34	0	0	1	33	185	75	86	24	1
Escalon	7,601	34	1	6	3	24	134	28	91	15	2
Big Bear	5,250	33	1	5	3	24	195	52	127	16	2
McFarland	14,263	33	1	2	4	26	207	76	78	53	21
Rio Vista	8,554	32	0	1	2	29	99	24	58	17	0
Newman	11,037	32	0	1	4	27	150	34	74	42	1
Piedmont	11,515	32	0	5	17	10	200	66	109	25	0
Avenal	12,941	32	3	5	3	21	176	86	72	18	1
Exeter	10,589	31	0	1	3	27	269	83	150	36	1
Jackson	4,649	30	0	1	4	25	156	49	94	13	0
Farmersville	10,812	30	0	0	3	27	169	31	103	35	1
Bishop	3,793	29	1	1	5	22	156	31	114	11	0
Albany	19,975	29	0	0	24	5	533	62	426	45	3

Sonora	4,802	28	0	9	6	13	370	86	263	21	6
Capitola	10,241	28	0	4	11	13	759	35	674	50	3
Colma	1,534	27	0	1	12	14	297	48	233	16	0
Orland	7,587	27	0	5	5	17	145	30	96	19	1
Placerville	10,705	27	0	6	9	12	370	76	262	32	3
Kingsburg	11,905	27	0	3	8	16	346	116	126	104	1
Carpinteria	13,865	26	0	2	8	16	235	50	172	13	0
Woodlake	7,727	25	0	2	3	20	99	23	67	9	3
Sierra Madre	11,212	25	0	3	3	19	114	47	59	8	0
Truckee	16,326	25	0	2	2	21	187	42	121	24	3
Weed	2,479	23	0	1	5	17	99	13	78	8	0
Rancho Mirage	18,243	23	0	0	3	20	701	174	462	65	0
Alturas	2,549	22	0	5	1	16	116	34	74	8	0
Mammoth Lakes	7,891	21	1	5	3	12	109	19	79	11	0
Grand Terrace	12,545	21	0	3	8	10	281	75	161	45	0
Sebastopol	7,734	19	0	4	1	14	135	36	83	16	2
Irwindale	1,440	18	0	1	6	11	206	41	127	38	1
Cloverdale	8,848	18	0	5	4	9	121	18	90	13	4
Morro Bay	10,719	17	2	0	3	12	204	52	136	16	2
Biggs	1,703	16	0	2	0	14	29	9	16	4	0
Broadmoor	4,411	16	0	2	8	6	77	42	26	9	0
Fairfax	7,662	16	0	3	4	9	136	16	113	7	0
Westlake Village	8,547	16	0	4	2	10	204	37	161	6	1
Canyon Lake	11,176	16	0	2	1	13	136	38	70	28	0
Scotts Valley	12,016	16	0	4	1	11	255	84	161	10	2
Solana Beach	13,561	16	0	1	3	12	224	61	141	22	0
Calimesa	8,671	15	1	0	8	6	264	67	169	28	0
San Marino	13,528	15	0	1	7	7	261	106	148	7	0
Healdsburg	11,830	14	1	1	3	9	190	35	139	16	0
Solvang	5,844	13	0	2	1	10	79	18	61	0	0
Firebaugh	8,484	13	0	7	3	3	111	37	57	17	3
Los Alamitos	11,774	13	0	2	4	7	219	73	129	17	0
La Canada Flintridge	20,659	13	0	0	5	8	303	95	194	14	1
Wheatland	3,775	12	0	0	0	12	48	13	28	7	1
Brisbane	4,807	12	1	0	0	11	99	42	49	8	2
Holtville	6,498	12	0	0	1	11	82	28	41	13	2

Winters	7,120	12	0	0	0	3	9	98	18	66	14	3
Pismo Beach	8,264	12	0	4	6	6	2	513	80	410	23	0
Waterford	8,897	12	0	2	0	0	10	125	27	75	23	0
Ripon	15,318	12	0	2	9	9	1	267	22	225	20	0
Laguna Woods	16,473	12	0	4	2	2	6	169	21	139	9	0
Del Mar	4,388	11	0	4	1	1	6	167	57	98	12	0
Calistoga	5,364	11	0	5	1	1	5	76	20	53	3	1
Rolling Hills Estates	8,297	11	0	0	8	8	3	126	33	88	5	0
Mount Shasta	3,277	10	0	1	0	0	9	96	22	63	11	1
Avalon	3,813	10	0	2	0	0	8	37	2	34	1	0
Ojai	7,658	10	0	3	1	1	6	63	14	44	5	0
Moraga	17,505	10	0	1	2	2	7	143	24	95	24	0
Orinda	19,585	10	0	0	4	4	6	156	35	110	11	0
Nevada City	3,167	9	0	1	1	1	7	108	21	73	14	4
Angels Camp	3,755	9	0	2	0	0	7	37	8	23	6	0
Colusa	5,926	9	0	1	2	2	6	100	26	57	17	0
St. Helena	6,142	9	0	2	1	1	6	116	29	73	14	3
Hillsborough	11,575	9	0	2	2	2	5	121	84	36	1	0
Mill Valley	14,491	9	0	1	2	2	6	223	45	166	12	1
Pacific Grove	15,795	9	0	5	2	2	2	318	47	249	22	2
Indian Wells	5,352	8	0	1	2	2	5	110	38	68	4	0
Guadalupe	7,365	8	0	2	2	2	4	71	11	47	13	1
Hughson	7,539	8	0	0	2	2	6	146	45	86	15	3
Sand City	391	7	0	0	4	4	3	140	5	129	6	0
Ferndale	1,368	7	0	1	1	1	5	25	7	16	2	0
Rio Dell	3,390	7	0	0	1	1	6	40	9	22	9	0
Carmel	3,931	7	0	0	1	1	6	98	18	73	7	0
Imperial	17,582	7	0	0	1	1	6	73	7	60	6	0
Isleton	840	6	0	0	1	1	5	13	8	5	0	0
Dunsmuir	1,571	6	0	0	0	0	6	47	15	24	8	0
Williams	5,208	6	0	2	0	0	4	61	17	40	4	0
Los Altos Hills	8,495	6	0	2	0	0	4	63	41	22	0	3
Dorris	900	5	0	1	0	0	4	19	10	8	1	0
Sutter Creek	2,484	5	0	0	1	1	4	55	15	35	5	1
Buellton	5,133	5	0	0	3	3	2	81	16	60	5	0
Bear Valley	5,464	5	0	0	0	0	5	61	4	56	1	0

Montague	1,390	4	0	1	0	0	3	15	8	6	1	0
Del Rey Oaks	1,700	4	0	0	2	2	2	78	34	41	3	0
Lake Shastina	2,546	4	0	0	0	4	4	8	1	5	2	0
Yountville	3,030	4	0	0	0	4	4	47	16	28	3	0
La Habra Heights	5,480	4	0	0	2	2	2	109	37	64	8	1
Villa Park	5,991	4	0	1	1	2	2	82	22	57	3	0
Ione	6,860	4	0	1	0	3	3	49	6	37	6	0
Sausalito	7,198	4	0	0	0	4	4	247	33	202	12	1
Tiburon	9,263	4	0	2	0	2	2	83	18	61	4	0
Clayton	12,057	4	0	0	3	1	1	146	26	107	13	2
Palos Verdes Estates	13,730	4	0	0	1	3	3	111	28	76	7	1
Kensington	5,364	3	0	0	0	3	3	56	20	36	0	0
Atherton	7,218	3	0	1	1	1	1	104	14	84	6	0
Westmorland	2,275	2	0	0	0	2	2	9	4	3	2	0
Stallion Springs	2,628	2	0	0	0	2	2	17	4	13	0	0
Fort Jones	684	1	0	0	0	1	1	10	2	4	4	0
Etna	712	1	0	0	0	1	1	7	0	5	2	0
Tulelake	990	1	0	0	0	1	1	10	4	5	1	0
Hidden Hills	1,938	1	0	1	0	0	0	16	8	8	0	0
Belvedere	2,131	1	0	0	0	1	1	21	5	16	0	0
Ross	2,492	1	0	1	0	0	0	25	11	13	1	0
Bradbury	1,097	0	0	0	0	0	0	6	4	2	0	0
Rolling Hills	1,899	0	0	0	0	0	0	11	3	8	0	1
Monte Sereno	3,591	0	0	0	0	0	0	28	14	13	1	0

**Greenfield-King City Major Crimes Unit
Memorandum of Understanding (DRAFT)
Edited October 7, 2012**

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GREENFIELD-KING CITY MAJOR CRIMES UNIT INTERAGENCY COOPERATION AGREEMENT

This Interagency Cooperation Agreement (“Agreement”) is entered into by and among the City of Greenfield and the City of King (“Participating Agencies”) for the purpose of establishing a Greenfield-King City Major Crimes Unit, also known as “MCU”:

1. Purpose and Mission The purpose of this Agreement is to establish and to set forth the responsibilities of the Participating Agencies as they relate to a Greenfield-King City Major Crimes Unit (“Unit”) and its activities throughout the sphere of influence and public roadways for the cities of Greenfield and King (South Cities).

The primary purpose of the Unit shall be the enforcement of state laws to prevent and to control violent crime at all levels within South Cities and their sphere of influence, and to apprehend the responsible offenders, thereby increasing public safety. The Participating Agencies have determined that it is necessary to commit additional law enforcement personnel to the detection, investigation, and apprehension of those persons engaged in violent crimes. Use of this regional concept is intended to ensure the well-coordinated enforcement of violent and other major crimes, and to increase the flow of related intelligence information among the Participating Agencies.

In carrying out its mission and its purposes, the Unit will work to identify, investigate, and apprehend those persons suspected of violating state violent crime laws within its jurisdictional areas; will assist federal, state, and local law enforcement with a similar mission within the County of Monterey; will provide training to personnel employed by Participating Agencies in the investigation and enforcement of state violent and organized crime laws; will increase the level of supervision and surveillance of persons on probation or parole who are known to be involved in gangs, and/or violent crimes; will initiate investigations involving street level gang activity with the overall objective of identifying and apprehending those involved in organized gang violence, and other gang related major crimes; and will conduct investigations into inter-jurisdictional criminal activity occurring within the jurisdictional areas of the South Cities.

2. Term. The Effective Date of this Agreement is **XXXXXX XX**, 2017, and it shall continue in full force and effect until terminated as set forth herein. Any Participating Agency may withdraw at any time from participation in the Unit and from this Agreement by providing written notice to the other Participating Agency(ies). Such withdrawal shall be effective ninety (90) days after such notification. If a Participating Agency withdraws, the Unit will be disbanded unless another South County City joins the Unit prior to the expiration of the ninety (90) days.

3. Management and Supervision.

a. Unit Supervisor. A supervisory level police officer shall be appointed by the Unit as the Unit Supervisor. The management and supervision of the Unit will be the responsibility of the supervisor. The Unit supervisor shall, subject to the provisions of this

Agreement and the policies and procedures of each Participating Agency, retain supervisory control of the personnel assigned to the Unit. The Unit Supervisor will provide monthly and annual reports to each Participating Agency of the activities of the Unit. The Unit Supervisor shall maintain such documents. To ensure effective supervision, it will be necessary for the Unit Supervisor to work hours more than his/her normal shift, i.e., overtime. The Participating Agency that employs the Unit Supervisor shall be responsible for payment to the Unit Supervisor for work performed pursuant to this Agreement.

4. **Media Relations.** It shall be the policy of the Unit to develop a positive image with the residents within the jurisdictions that are served by the Unit. In this regard, every effort shall be made to establish positive relations with the various media sources within the Unit project area. Media releases, news statements and interviews regarding Unit operations shall be coordinated through the Unit Supervisor or his/her designee. Nothing in this policy is meant to restrict elected officials or agency heads from discussing related matters with the media.

5. **Compensation.** Each Participating Agency shall remain the employer of all personnel assigned by the Participating Agency to the Unit and each is responsible for compensating its personnel assigned to the Unit per its policies, procedures, and applicable contractual obligations.

6. **Training; Performance.** Training of personnel assigned to the Unit is the responsibility of each Participating Agency per their individual budgets and at the discretion of each Participating Agency. Personnel assigned to the Unit shall be subject to the performance standards and the operating policies and procedures of their respective departments, and subject to the terms of this Agreement and the authority of the Unit Supervisor, as set forth herein, as well as their respective chain of command.

The Unit Supervisor shall annually review the training records of all Unit personnel to determine Unit training needs. The Unit Supervisor shall submit training recommendations and its cost to the Participating Agencies for consideration.

7. **Annual Report.** The Unit Supervisor will provide the Participating Agencies with an annual report of activity no later than January 30th of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data. The report shall contain sufficient information regarding the Unit's goals, objectives, and accomplishments for assessment by the Participating agencies.

8. **Participating Agency Resources.** The Participating Agencies understand that the changing criminal activities, as well as each Participating Agency's fiscal resources, will require collaboration and cooperation among the Participating Agencies as well as flexibility in both the tasks and the structure of the Unit. Therefore, participation in and responsibility for personnel resources and equipment will be determined by each individual Participating Agency.. Subject

to the limitations set forth in this section, the Participating Agencies agree, at a minimum, to provide the following personnel resources to the Unit:

a. **City of Greenfield.** The City of Greenfield agrees to assign one (1) Police Detective to work with the Unit in conducting its operations. The City of Greenfield will provide one (1) part-time crime scene investigator.

b. **City of King.** The City of King agrees to assign one (1) Police Detective and one (1) part-time supervisor to work with the Unit in conducting its operations.

c. **Participating Agency Equipment or Supplies.** Equipment or supplies owned by individual agencies and supplied for use by the Unit shall remain the property of the supplying Participating Agency. At the termination of this Agreement and whereupon no new agreement is reached, all said property shall be returned to the supplying Participating Agency.

All personal protection equipment, firearms, other weapons, and vehicles shall be issued to each Unit agent by his/her employing agency. Said equipment shall remain the property of the issuing agency.

d. **Use of Equipment or Supplies.** Personnel assigned to the Unit shall be able to utilize all Unit equipment regardless of legal ownership, markings, or ultimate and final ownership until the Unit disbands, provided the personnel utilizing the equipment is properly trained and authorized by his or her Participating Agency to use such equipment. The provisions of this Agreement pertaining to the Participating Agencies' respective responsibilities shall cover personnel utilizing Unit equipment. Any equipment which is damaged, broken, misplaced, lost, or stolen, through gross negligence, wrongful act, or omission of an officer or agent assigned to the Unit, shall be repaired or replaced by the Participating Agency of the responsible employee at the determination of the Unit Supervisor.

9. **Facilities.** The Unit will operate from office space dedicated to operations and located at the Greenfield Police Department. The City of Greenfield has agreed to be responsible for the initial set up and ongoing maintenance costs. However, since the cost of these services are not yet known, the City of Greenfield reserves the right to propose equitable cost sharing among the Participating Agencies to cover installation of computers and telephones, office maintenance and other ongoing costs.

10. **Financial Obligation.** Participating Agencies agree to budget \$3,000 annually for general operational costs for the Unit, beginning at mid-year FY17-18, (December 31, 2017).

11. **Jurisdiction for Prosecution.** Unit investigations will generally be prosecuted under state law by the Monterey County District Attorney's Office. The Unit Supervisor, or his/her

designee, in consultation with federal authorities and the Monterey County District Attorney, will determine whether to relinquish prosecution of any case to federal jurisdiction.

12. Asset Forfeiture. It shall be the responsibility of the Unit to investigate asset seizures initiated by the Unit pursuant to California law.

a. Official Use of Conveyances and Equipment and Liquidation of Assets. Forfeiture and disposition proceedings shall comply with California Health and Safety Code sections 11488.5 and 11488.6, as the same may amended or renumbered from time to time.

b. Distribution of Proceeds. At times, the Unit may have assets seized and forfeited due to cases related to narcotics related major crimes. Forfeiture proceeds shall be maintained in separate accounts subject to appropriate accounting controls and annual financial audits of all deposits and expenditures. The Participating Agencies will work together to establish necessary accounts for forfeited funds, including an interest-bearing pre-adjudication account, a post-adjudication account, and an operations account and will otherwise determine the specific administration of forfeited funds in accordance with state law.

In the case of joint investigations involving both Unit and non-Unit resources from other law enforcement agencies that result in the seizure of assets, the involved agencies, including the Unit, will negotiate an equitable share of the asset forfeiture proceeds to reflect the proportionate contribution of resources from each agency dedicated to the investigation.

Court forfeiture proceedings and liquidation of assets will establish a balance of proceeds to be distributed and transferred as follows:

First, expenditures for sale and repairs, storage and transportation of property incurred after seizure and publication costs will be awarded to the Unit. This section does not authorize reimbursement to law enforcement for costs associated with investigations, clean-up or to prosecutors for costs associated with conducting forfeiture proceedings. Second, the residual of the proceeds is then to be distributed according to the following formula pursuant to California Health and Safety Code section 11489, as the same may be amended or renumbered from time to time and currently reads as follows:

1. The sixty-five percent (65%) law enforcement share of the residual will be divided as follows:
 - a. Fifteen percent of the funds distributed pursuant to this sub-paragraph shall be deposited in a special fund maintained by the Unit, or county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, which shall, wherever possible, involve educators, parents, community-based organizations, local businesses, and uniformed law enforcement officers. Those programs that have been evaluated as successful shall be given priority. These funds shall not

be used to supplant any state or local funds that would, in the absence of this clause, otherwise be made available to the programs.

It is the intent of the Legislature to cause the development and continuation of positive intervention programs for high-risk elementary and secondary school-age students. Local law enforcement should work in partnership with state and local agencies and the private sector in administering these programs.

The distribution of these funds is to be determined by a panel consisting of the Monterey County Sheriff, a police chief selected by the other chiefs in Monterey County, the Monterey County District Attorney, and the Monterey County Chief Probation Officer.

- b. The remainder will be allocated to the Unit to be used for general operation and investigation costs until the Unit Supervisor determines otherwise.
- c. Once the Unit Supervisor determines that the investigation account described herein above is sufficiently funded, it is anticipated that future additional revenues will be divided proportionally to each law enforcement agency that is a member of the Unit calculated by the number of personnel contributed to the Unit by each member agency, without regard to participation in an individual seizure, once the following dispensations are made:
 1. Ten percent (10%) of the residual to the Monterey County District Attorney's Office, which processed the forfeiture.
 2. Twenty-four percent (24%) of the residual to the State of California's general fund to be used for school safety and security.
 3. One percent (1%) of the residual to the California District Attorneys Association to be used to provide a statewide system of education and training for prosecutors and law enforcement officers in ethics and the proper use of asset forfeiture laws.

If the Unit ceases operation, all existing Unit assets will be divided equally among the participating agencies at the time.

13. Administration, Audit, and Records. All records pertaining to the Unit expenditures shall be maintained by the Unit Supervisor at the Unit office location in Greenfield and shall be readily available for examination and audit by any Participating Agency. Subject to each Participating Agency's obligation to respond to requests for records or information, the Unit Supervisor shall be the Custodian of Records for purposes of Public Records Act requests, and for responding to subpoenas and other requests for records of information made to the Unit.

14. Complaints—Internal Investigations In its sole discretion, and pursuant to its own policy, each Participating Agency is responsible for conducting its own internal affairs investigation pertaining to its own officers.

15. Officer Involved Shooting—In Custody Death. In the event of an officer involved shooting or in custody death, the Unit shall follow established Monterey County Chief Law Enforcement Officers' Association Protocol, or any version subsequently adopted.

16. Insurance. Participating City Agencies are each political subdivisions of the State of California. Each Participating Agency self-insures and purchases insurance for legal liability. Each has and maintains, at its sole cost and expense, Worker's Compensation and general liability insurance. Each Participating Agency shall be responsible for insurance coverage for their respective participating employees.

17. Respective Responsibilities. Each Participating Agency shall be responsible, to the extent provided by applicable law, for the acts and omissions of its personnel assigned to the Unit, and no Participating Agency shall be responsible for the acts or omissions of the personnel of any other Participating Agency. Each Participating Agency therefore agrees to hold harmless, indemnify and defend the other Participating Agencies against any and all claims, demands, suits, judgments, expenses, and costs of every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of that agency, its officers, agents, employees, and representatives' participation in the Unit and the Unit's activities.

In the event of a civil claim by a third party ("the Underlying Claim") against one or more Participating Agency or its officers based on the Unit's activities, all Participating Agencies agree to defer any claims against another Participating Agency, its officer(s) or employees until the Underlying Claim is settled or otherwise determined. Any Participating Agency receiving a civil claim as a result of the Unit's activities, shall, as soon as possible, notify all Participating Agencies. Thereafter, any claims between or among Participating Agencies shall be resolved in accordance with law.

Nothing in this Agreement shall be construed to waive the respective rights of any Participating Agency pursuant to the California Torts Claim Act.

18. Nondiscrimination. All Participating Agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the United States Department of Justice (CFR, Part 42, Subparts C and D), issued pursuant to Title VI, relating to discrimination on the grounds of race, color, creed, sex, age, or national origin and equal employment opportunities.

19. No Third-Party Rights. The Participating Agencies do not intend the benefits of this Agreement to inure to any third person not a signatory hereto. Therefore, this Agreement shall not be construed or deemed in any way to be for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder, or for any cause whatsoever. Any service performed, or any expenditure made, in connection with the furnishing of law

enforcement services under the terms and provisions of this Agreement by the Participating Agencies shall be conclusively deemed to be for the direct protection and mutual benefit of the Participating Agencies.

20. Notices. Any notices under this Agreement shall be sent to the Participating Agencies by personal delivery, by facsimile, or by first class mail, postage prepaid, to the persons at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile on the third (3rd) day after mailing. The Participating Agencies designate the following persons as recipients of notices:

Chief of Police
Greenfield Police Department
City of Greenfield
599 El Camino Real
Greenfield, California 93927

Chief of Police
King City Police Department
City of King
415 Bassett Street
King City, California 93930

21. Authority. Each individual executing this Agreement hereby represents and warrants that he/she has full legal authority to do so for and on the behalf of the Participating Agency named herein. Proof of such authority, e.g. a resolution, shall be attached to this Agreement.

22. Assignment and Delegation of Duties. No rights under this Agreement may be assigned and no duties under this Agreement may be delegated by any party without the prior written consent of the parties. Any attempted assignment or delegation without such consent shall be void and of no effect.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one and the same Memorandum.

IN WITNESS, WHEREOF, the undersigned, as authorized representatives of the Participating Agencies, have entered into this Agreement.

CITY OF GREENFIELD

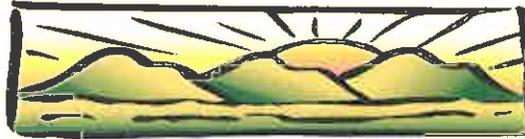
Jaime Fontes, City Manager

Date

CITY OF KING

Steven Adams, City Manager

Date



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

Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEERS

RE: CONSIDERATION OF ENTERING INTO A PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY AND GRANTING THE CITY MANAGER SIGNITURE AUTHORIZATION.

RECOMMENDATION:

It is recommended City Council: 1) adopt Resolution No. 2017-4610 to enter into Pipeline Crossing Agreement with Union Pacific Railroad; 2) grant City Manager signature authorization for items related to this pipeline crossing project including the Pipeline Crossing Agreement; and 3) pay the License Fee of \$4,780.00.

BACKGROUND:

Improvement Plans and Specifications were put out to bid for the 2015 King City Sanitary Sewer Infrastructure Improvements. The project included the following work:

- Furnish and installation of new sanitary sewer pipe, new sanitary sewer manholes and connection to existing laterals from the Waste Water Treatment Plant along a farm easement, San Antonio Road, Broadway Street, Mildred Avenue, Division Street and First Street to the south side of the First Street Bridge.
- Installation of a Lift Station on the south side of the First Street Bridge.

Additional recent sewer infrastructure improvements in the area:

- Continue sewer line along First Street from the First Street Bridge to a point 300 feet south of Lonoak Road.
- A sewer line has been installed along Lonoak Road from the City Limits line to the UPRR right of way.

**CITY COUNCIL
CONSIDERATION OF UPRR PIPELINE CROSSING AGREEMENT
NOVEMBER 14, 2017
PAGE 2 OF 3**

- o A sewer line has been installed along Lonoak Road from the City Limits line to the UPRR right of way.

At the December 13, 2016 meeting the Council approved and appropriated funding for the City to extend the sewer line to connect the line installed to serve the Collegeville property.

DISCUSSION:

The primary purpose of this project is to connect the Lonoak sewer line to the existing sewer line on South First Street to expand the sanitary sewer collection system to facilitate service to the area east of First Street along Lonoak Road. This work will require boring casing to install a 12-inch sewer line under the railroad. The purpose of the project is to enable improvements to blighted property adjacent to the city and expansion of housing that will help address agriculture employee needs.

COST ANALYSIS:

Funding for the project was allocated from the sewer fund to make improvements to the existing Waste Water Collection System. Once the system is in place sewer fees will be collected.

ENVIRONMENTAL FINDING:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Class 3 which exempts new construction of limited small new facilities, section 15303 because this will be providing connection between existing sewer facilities in the City right of way. Furthermore, Staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve Resolution No. 2017-4610, a resolution of the City Council of the City of King City to enter into a Pipeline Crossing Agreement with UPRR; 2) grant City Manager signature authorization for items related to this pipeline crossing project including the Pipeline Crossing Agreement; and 3) pay the license fee of \$4,780.00.

**CITY COUNCIL
CONSIDERATION OF UPRR PIPELINE CROSSING AGREEMENT
NOVEMBER 14, 2017
PAGE 3 OF 3**

2. Not approve Resolution No. 2017-4610, a resolution of the City Council of the City of King City to enter into a Pipeline Agreement with the UPRR; 2) not grant City Manager signature authorization for pipeline crossing project including Pipeline Crossing Agreement; and 3) not pay the \$4,780.00 License Fee; or
3. Provide other direction to staff.

Exhibits:

1. Resolution 2017-4610
2. Pipeline Crossing Agreement

Submitted by: 
Octavio Hurtado, Hanna & Brunetti, City Engineers

Approved by: 
Steven Adams, City Manager

RESOLUTION No. 2017-4610

**SIGNITURE AUTHORIZATION TO ENTER INTO PIPELINE CROSSING AGREEMENT
WITH UNION PACIFIC RAILROAD COMPANY**

RESOLVED, by the City Council of the City of King, California, that

WHEREAS, The City has recently completed a major sanitary sewer infrastructure project to bring sanitary sewer service to the area south of the San Lorenzo Creek; and

WHEREAS, sewer lines have been installed on South First Street and Lonaok Road with the exception of the railroad crossing.

WHEREAS, work with the Union Pacific Railroad requires a Pipeline Crossing Agreement.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That the City Manager is granted signature authorization for items related to this pipeline crossing project including the Pipeline Crossing Agreement.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 14th day of November, 2017, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

PIPELINE CROSSING AGREEMENT

Mile Post: 160.93, Coast Subdivision
Location: King City, Monterey County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of November 01, 2017, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF KING CITY**, to be addressed at 212 S Vanderhurst Ave, King City, California 93930 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 12 inch plastic pipe encased in a 18 inch steel pipeline for transporting and conveying sewage only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated October 04, 2017 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying sewage, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Four Thousand Seven Hundred Eighty Dollars (\$4,780.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF KING CITY

By: _____

Valerie Harrill
Analyst RE - Utilities

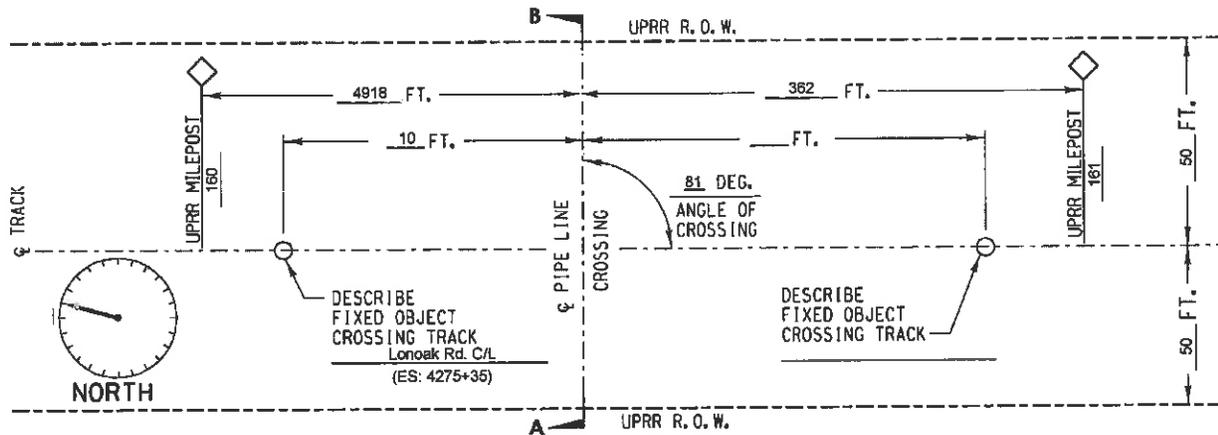
By: _____

Name Printed: _____

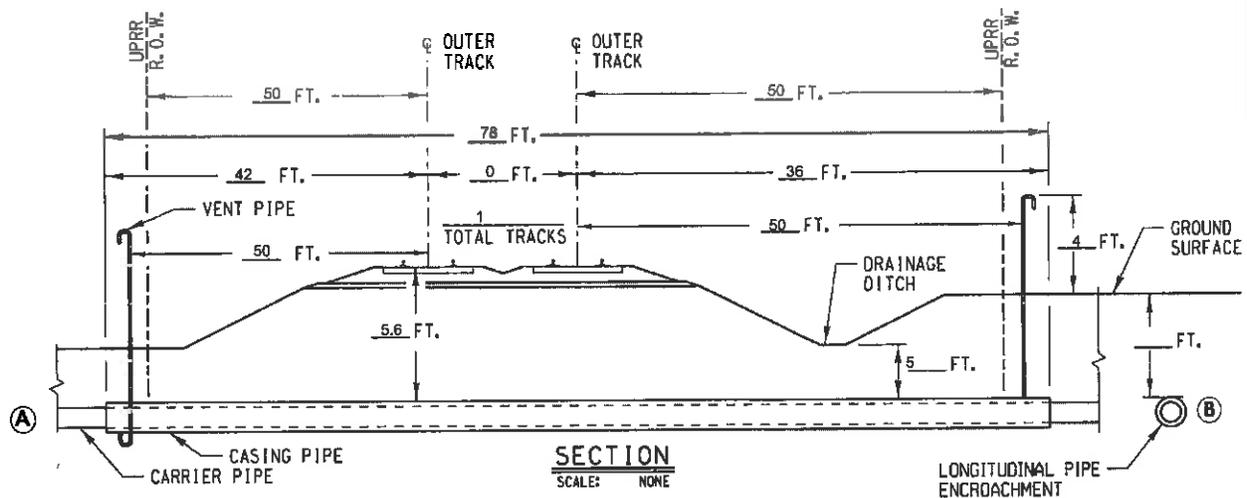
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

- NOTES:**
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED SEWER.
 OPERATIONAL PRESSURE 50 PSI. MAOP 50 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 12 IN.
 CATHODIC/COATING PROTECTION NO
 E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: 80 FT.
 WALL THICKNESS 0.25 IN. DIAMETER 38 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
42 AND 36.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: <u>Coast Sub.</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>180.93</u>	LAT.: <u>36.206755829065</u>
E.S.M.: <u>4275+45</u>	LONG.: <u>-121.1167091131</u>
NEAREST CITY: <u>KING CITY</u>	COUNTY: <u>MONTEREY</u> STATE: <u>CA</u>
APPLICANT: <u>CITY OF KING CITY</u>	
FILE NO.: <u>0306552</u>	DATE: <u>10/04/2017</u>

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support,

the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work by calling the Response Management Communication Center (RMCC) at 888-877-7267. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Tony Chu
MGR TRACK MNTCE
999 Paso Robles Street
Paso Robles, CA 93446
Work/Cell # 402-677-8259
Email: tchu@up.com

MAIKEL I. YOUNAN
MGR SIGNAL MNTCE
1011 RAILROAD AVE
SAN LUIS OBISPO, CA 93401
Work # 402-216-2342
Cell# 402-216-2342
Email: miyounan@up.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s),

vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety

practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.
- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON**

LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND**

PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

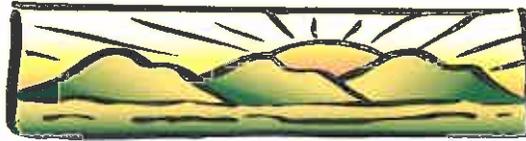
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



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

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

RECOMMENDATION:

It is recommended the City Council adopt by title only an Ordinance authorizing implementation of a Community Choice Aggregation program.

BACKGROUND:

The City Council has held a number of discussions regarding potential creation of a Community Choice Aggregation (CCA) program. Under such a program, the CCA becomes the electric power provider, which is also commonly referred to as a Community Choice Energy program or CCE. PG&E would continue to transmit and bill for the power. However, customers also maintain the ability to opt out of the program and continue to receive their power directly from PG&E.

Three goals were tentatively agreed upon. These include: 1) to provide lower electric utility rates than PG&E; 2) to increase the use of renewable resources, particularly through generation of local sources, including solar plants, wind power, and rooftop solar projects; and 3) to fund an annual program of adding new energy efficient streetlights throughout the City where lighting is deficient.

In response to a Request for Proposal (RFP), Pilot Power Group, Inc. was selected to prepare a feasibility study and ultimately launch and operate the program if the Council chose to proceed. At the October 24, 2017 meeting, based on the results of the feasibility study and an independent third-party peer review, the Council directed staff to proceed with the process of launching the CCA.

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF KING AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY
CHOICE AGGREGATION PROGRAM
NOVEMBER 14, 2017
PAGE 2 OF 2**

DISCUSSION:

The first step in the process is to adopt an Ordinance authorizing the formation of the CCA, which is recommended and attached for Council consideration. It was introduced for first reading by the at the November 6, 2017 special meeting. At the November 28, 2017 meeting, staff will present the contract with Pilot Power Group, Inc. for consideration to launch and operate the program for the City for a five-year period.

COST ANALYSIS:

The program will be provided on a turnkey basis and will be funded entirely by customer rates. Therefore, there will be no cost to the City. In addition, staffing costs incurred by the City related to the program will be reimbursed.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 7 Categorical Exemption set forth in CEQA Guidelines, Section 15307, which exempts certain actions by regulatory agencies to maintain, restore, or enhance natural resources, other than construction activities, where the regulatory process includes procedures to protect the environment. Staff has determined this exemption applies to the proposed project since the primary impact of the CCA will be to increase use of renewable energy sources and installation of rooftop solar panels in King City. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, Section 15300.2 apply to this project. Approval of the CEQA findings is included in the Ordinance.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Ordinance;
2. Direct staff to make changes to the Ordinance and re-introduce it;
3. Do not proceed with formation of a City CCA; or
4. Provide staff other direction.

Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2017-752

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING
AUTHORIZING THE IMPLEMENTATION OF A
COMMUNITY CHOICE AGGREGATION PROGRAM**

WHEREAS, the City of King (“the City”) has authority granted by the California Public Utilities Code Sections 218.3, 331.1, 366, 366.1, 366.2, 380, 381.1, 394, 394.25, 395.5, 396.5, and 707; and

WHEREAS, on the 24th day of October, 2017, the City received and reviewed a Feasibility Study prepared by Pilot Power Group, Inc., a California Corporation. The Feasibility Study finds that the City will receive multiple benefits by implementing Community Choice Aggregation. The benefits include but are not limited to:

- a. Providing customers with a competitive choice between electric energy providers;
- b. Lower rates for electric energy customers;
- c. Cleaner and more sustainable electric energy sources; and
- d. Programming in electric energy related areas such as energy efficiency and local renewable generation.

The Feasibility Study also discusses current and expected electric energy market conditions, and finds these conditions favorable for the implementation of a City of King Community Choice Aggregation program.

WHEREAS, based on the foregoing findings, the City determines that implementation of a Community Choice Aggregation program is in the public interest and welfare of its residents, and hereby elects to authorize and implement a Community Choice Aggregation Program within the City. The City’s Community Choice Aggregation program shall:

- a. Develop an Implementation Plan for consideration and possible adoption at a duly noticed public hearing;
- b. Prepare a Statement of Intent with the Implementation Plan;
- c. Post a service bond or collateral;
- d. Execute and file a service partner agreement with Pacific Gas and Electric Company;
- e. Provide universal access to the Community Choice Aggregation program; .
- f. Through a transparent and open process, establish equitable rate structures across customer classes;
- g. Automatically enroll all eligible Community Choice Aggregation customers;
- h. Fully inform all Community Choice Aggregation customers, in writing, four times over four months, of the unequivocal right to opt out of Community Choice Aggregation service at any time; and
- i. Comply with all federal and state statutes, rules, regulations, and decisions applicable to the City of King’s Community Choice Aggregation program, including but not limited to, the California Public Utilities Code, the rules, regulations and decisions adopted by the California Public Utilities Commission, the California Energy Commission, the California Independent System Operator, the California Air Resources Board, and all electric reliability and environmental statutes and regulations applicable to California retail electric load serving entities.

WHEREAS, it is the intention of the City that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid by the judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

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

SECTION 1. The above recitals are incorporated by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) under the Class 7 Categorical Exemption set forth in CEQA Guidelines, Section 15307, which exempts certain actions by regulatory agencies to maintain, restore, or enhance natural resources, other than construction activities, where the regulatory process includes procedures to protect the environment. This exemption applies to the proposed project since the primary impact of the Community Choice Aggregation program will be to increase use of renewable energy sources and installation of rooftop solar panels in King City. The City Manager is authorized and directed to immediately file a CEQA Notice of Exemption.

SECTION 3. The City Council hereby authorizes the City manager and City staff to proceed with implementation of a Community Choice Aggregation program within the City’s jurisdiction.

SECTION 4. EFFECTIVE DATE.

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.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a special meeting thereof held on the 6th day of November 2017, and adopted the Ordinance after the second reading at a regular meeting held on the 14th day of November 2017, by the following roll call vote:

AYES: Lebarre, Victoria, Acosta, Cullen, DeLeon

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.



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SUBMITTAL OF 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION

RECOMMENDATION:

It is recommended the City Council: 1) receive public input; and 2) adopt resolution 2017-4611 approving the 2017 Community Development Block Grant (CDBG) application to the Housing and Community Development Department and authorize submittal by December 1, 2017.

BACKGROUND:

The Department of Housing and Community Development ("the Department") has provided funding for the CDBG Program allocated to the State from HUD and approximately \$27 million in federal CDBG funds was made available to State non-entitlement cities and counties who do not receive a direct allocation from HUD on September 1, 2017. This Notice of Funding Availability applies to the CDBG Community Development, CDBG Economic Development, Colonia and Native American Allocations. Typical activities funded under these allocations include: business assistance projects and programs; Micro-enterprise assistance programs; housing rehabilitation programs and projects; homeownership assistance programs; housing acquisition projects; public infrastructure projects; public facility projects; public services programs; and planning and technical assistance grants.

On August 9, 2017, staff conducted its first required public hearing and reviewed the outcomes at the City Council meeting on August 22, 2017 to review the CDBG Program and discuss potential applications. Based on the direction provided by Council, staff has begun preparing the 2017 application for submittal to HCD on or before December 1, 2017.

**CITY COUNCIL
CONSIDERATION OF SUBMITTAL OF 2017 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM APPLICATION
NOVEMBER 14, 2017
PAGE 2 of 3**

DISCUSSION:

Funding Limits

The expected application maximum for the 2017 NOFA will be \$5,000,000, with a maximum of 2 eligible activities and a Planning Activity. Below is a list of eligible activities with maximum funding amounts for each:

1. Enterprise Fund:
Up to \$500,000 for the following activities and any combination
 - Business Assistance
 - Micro-enterprise
2. Housing:
 - Homeownership Assistance: Acquisition or Rehabilitation:
\$1 million (single program or combo)
 - Multi-Family Residential Rehabilitation with or without Acquisition:
\$3 million
 - Property Acquisition for Multi-Family Housing:
\$3 million
3. Public Improvements: \$5 million
4. Public Facilities: \$5 million
5. Public Services (up to 2 within this activity): \$500,000
6. Planning and Technical Assistance: \$100,000
Maximum of 1 study

2017 Application

Based on discussion with the City Council and a review with staff and grant consultant, the following application has been prepared for submittal:

- Public Improvements – Sidewalk Rehabilitation Project \$3,779,785
- Public Service – Youth Services Program \$465,116
- Planning Activity – Sewer Treatment Plant EIR \$93,203
- General Administration \$325,344

Additionally, staff must include a “Supplemental Activity” within the application that will account for any Program Income on hand – as HCD now requires all Program Income be expended prior to drawing down any grant funds. The City has a small amount of PI on hand (\$23,052) and staff is recommending the commitment of these funds to the

**CITY COUNCIL
CONSIDERATION OF SUBMITTAL OF 2017 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM APPLICATION
NOVEMBER 14, 2017
PAGE 3 of 3**

sidewalk project – rather than developing a new project. Any new PI monies that come in would be allocated to the sidewalk repair project as well.

COST ANALYSIS:

The maximum grant award is \$5 million. The cost for preparation of the application is \$5,000 and can be paid from Program Income General Administration funds. A match of \$5000 is required for the Planning Activity and will be provided through Sewer Funds and additional \$151,977 will be allocated to complete the study.

ENVIRONMENTAL REVIEW:

Submittal of a grant request is not a “project” for the purposes of the California Environmental Quality Act (“CEQA”) as it does not have the potential for resulting in either a direct physical change to the environment, or a reasonable foreseeable indirect physical change in the environment. At the September 26, 2017 meeting, the City Council adopted a Resolution making preliminary findings regarding the National Environmental Policy Act (“NEPA”) and findings regarding CEQA specifically for the sidewalk project. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

- 1) Direct staff to proceed with submitting the 2017 CDBG application;
- 2) Request staff to modify the application;
- 3) Do not direct staff to submit the application and direct staff to cancel the contract with the consultant; or
- 4) Provide staff other direction.

Exhibits:

- 1) 2017 CDBG Application Summary

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2017-4611

A RESOLUTION APPROVING A 2017 APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the California department of Housing and Community Development has issued a Notice of Funding Availability for the 2017 Community Development Block Grant; and

BE IT RESOLVED by the City Council of the City of King City as follows:

SECTION 1:

The City Council has reviewed and hereby approves an application for up to \$5 Million (application maximum) for the following activities inclusive of activity delivery:

- Public Improvements – Sidewalk Rehabilitation Project \$3,779,785
- Public Service – Youth Services Program \$465,116
- Planning Activity – Sewer Treatment Plant EIR \$93,203
- General Administration \$325,344

SECTION 2:

The City hereby commits the current balance of Program Income of \$23,052 and any future Program Income received over the term of the grant to the sidewalk rehabilitation project.

SECTION 3:

The City has determined that federal Citizen Participation requirements were met during the development of this application.

SECTION 4:

The City Council hereby approves the use of Sewer Funds in the amount of \$156,977 to complete the Planning Activity and be used as the City's required \$5,000 cash match for the Planning and Technical Assistance activity in this application.

SECTION 5:

The City Manager is hereby authorized and directed to sign this application and act on the City's behalf in all matters pertaining to this application.

SECTION 6:

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

SECTION 7:

If the application is approved, the City Manager or his/her designee is authorized to sign Funds Requests and other required reporting forms on behalf of the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves the 2017 Application for Funding and The Execution of a Grant Agreement and Any Amendments.

This resolution was passed and adopted this 14th day of **November, 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, Interim City Attorney

2017 CDBG Application Summary

CFDA 14.228
rev. 08.17

1. Table of Contents

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Read Only
 Fill Out

Jurisdiction

Type	Name
City of	King

Supplementals	Required	
	Required	
	Required	
ED-Over the Counter (OTC)	Required	
	Required	

A. Application Information

Jurisdiction:	City of King	Duns #:	98538556
Address:	212 South Vanderhurst Avenue	EIN/TIN#:	946000352
City:	King City	Zip Code:	93930

Is this application being submitted on behalf of more than one jurisdiction?

Select	Complete the following. (Please note the inclusion of a Joint Powers Agreement or Memorandum of Understanding in the application is required).
No	

Second Jurisdiction's Name: _____

Address: _____

City: _____

Zip Code: _____

B. Authorized Representative Information (per the Resolution)

Name: Steven Adams

Title: City Manager

Phone: 831-386-5917

Ext: -

Fax: 831-386-8935

Email: sadams@kingcity.com

Check here if address information is the same as above; if not, fill in information below

Address: _____

City: _____

Zip Code: _____

Signature: _____

(Blue Ink)

Date: _____

C. Jurisdictional Contact Information

Check here if address and contact person is the same as the Authorized Representative information above; if not, fill in information below.

Name: _____

(must be jurisdiction staff)

Title: _____

Agency: _____

Address: _____

City: _____

Zip Code: _____

Phone: _____

E-mail: _____

Fax: _____

Jurisdiction: City of King

D. Legislative Representative Information

	District #	First Name	Last Name
1	Assembly 30	Anna	Caballero
	Senate 12	Anthony	Cannella
	Congress 20	Jimmy	Panetta
2	Assembly		
	Senate		
	Congress		
3	Assembly		
	Senate		
	Congress		
4	Assembly		
	Senate		
	Congress		

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Jurisdiction: City of King

1 Activity				
Sidewalks (03L)				
			Result of a Previous PTA?	PTA Contract #
			No	N/A
Requested Amounts				
	a.	b.	c.	d.
Select AD %	Total	Gen Admin <small>(a - (a / 1.075))</small>	Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	Net Activity <small>(a - b - c)</small>
12%	\$4,063,269	\$283,484	\$404,977	\$3,374,808
National Objective				
LMA				
Proposed Beneficiaries				
Target ID (see below)				#
1; 4; 7; 9				5,710

2 Activity				
Youth Services (05D)				
			Result of a Previous PTA?	PTA Contract #
			No	N/A
Requested Amounts				
	a.	b.	c.	d.
Select AD %	Total	Gen Admin <small>(a - (a / 1.075))</small>	Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	Net Activity <small>(a - b - c)</small>
0%	\$500,000	\$34,884	\$0	\$465,116
National Objective				
LMC				
Proposed Beneficiaries				
Target ID (see below)				#
3				1,827

3 Activity				
Planning for CD (20A-CD)				
			Result of a Previous PTA?	PTA Contract #
			No	N/A
Requested Amounts				
	a.	b.	c.	d.
Select AD %	Total	Gen Admin <small>(a - (a / 1.075))</small>	Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	Net Activity <small>(a - b - c)</small>
0%	\$100,000	\$6,977	\$0	\$93,023
National Objective				
LMA				
Proposed Beneficiaries				
Target ID (see below)				#
1; 4; 7; 9				5,710

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Jurisdiction: **City of King**

4 Activity

				Result of a Previous PTA?	PTA Contract #	
Requested Amounts						
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective	
Select					Proposed Beneficiaries	
					Target ID (see below)	#

5 Activity

				Result of a Previous PTA?	PTA Contract #	
Requested Amounts						
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective	
Select					Proposed Beneficiaries	
					Target ID (see below)	#

6 Activity

				Result of a Previous PTA?	PTA Contract #	
Requested Amounts						
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b) - (a - b) / (1 + AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective	
Select					Proposed Beneficiaries	
					Target ID (see below)	#

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Jurisdiction: **City of King**

7 Activity

				Result of a Previous PTA? <input type="text"/>	PTA Contract # <input type="text"/>	
Requested Amounts						
Select AD % <input type="text"/>	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective <input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Proposed Beneficiaries Target ID (see below) # <input type="text"/> <input type="text"/>	

8 Activity

				Result of a Previous PTA? <input type="text"/>	PTA Contract # <input type="text"/>	
Requested Amounts						
Select AD % <input type="text"/>	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective <input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Proposed Beneficiaries Target ID (see below) # <input type="text"/> <input type="text"/>	

9 Activity

				Result of a Previous PTA? <input type="text"/>	PTA Contract # <input type="text"/>	
Requested Amounts						
Select AD % <input type="text"/>	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective <input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Proposed Beneficiaries Target ID (see below) # <input type="text"/> <input type="text"/>	

10 Activity

				Result of a Previous PTA? <input type="text"/>	PTA Contract # <input type="text"/>	
Requested Amounts						
Select AD % <input type="text"/>	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	National Objective <input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Proposed Beneficiaries Target ID (see below) # <input type="text"/> <input type="text"/>	

2017 CDBG Application Summary

4. CD and ED

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Jurisdiction: City of King

	Requested for Activity(ies)	General Administration (21A)
CD & ED Total	\$4,663,269	\$325,344

Enter the *primary* number(s) that correspond to the target population(s) each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the *primary* target population will be the homeless.

Target ID	1. Physically Disabled	7. Families	13. Victims of Domestic Violence
	2. Persons with AIDS	8. Farmworkers	14. Duly Diagnosed
	3. Youths	9. Seniors	15. Prevent Homelessness
	4. Single Adults	10. Mentally Ill	16. Help the Homeless
	5. Single Men	11. Veterans	17. Help those with HIV/AIDS
	6. Single Women	12. Substance Abusers	18. Other

2017 CDBG Application Summary

5. Colonia and Native American

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rev. 08.17

Jurisdiction: **City of King**

1 Activity																																	
				<table border="1"> <tr> <td>Result of a Previous PTA?</td> <td>PTA Contract #</td> </tr> <tr> <td style="background-color: yellow;"></td> <td style="background-color: yellow;"></td> </tr> </table>	Result of a Previous PTA?	PTA Contract #																											
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Requested Amounts																																	
	a.	b.	c.	d.																													
	Total	Gen Admin (a - (a / 1.075))	Activity Delivery ((a - b) - (a - b) / (1 + AD%))	Net Activity (a - b - c)																													
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Proposed Beneficiaries																																	
Target ID (see below) #																																	

2 Activity																																	
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Target ID (see below) #																																	

2017 CDBG Application Summary

5. Colonia and Native American

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Jurisdiction: City of King

4 Activity

					Result of a Previous PTA?	PTA Contract #
Requested Amounts					National Objective	
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	Proposed Beneficiaries	
Select					Target ID (see below)	#
Select						

5 Activity

					Result of a Previous PTA?	PTA Contract #
Requested Amounts					National Objective	
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	Proposed Beneficiaries	
Select					Target ID (see below)	#
Select						

6 Activity

					Result of a Previous PTA?	PTA Contract #
Requested Amounts					National Objective	
Select AD %	a. Total	b. Gen Admin <small>(a - (a / 1.075))</small>	c. Activity Delivery <small>((a - b)-(a-b)/(1+AD%))</small>	d. Net Activity <small>(a - b - c)</small>	Proposed Beneficiaries	
Select					Target ID (see below)	#
Select						

2017 CDBG Application Summary

5. Colonia and Native American

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Jurisdiction: **City of King**

7 Activity						
					Result of a Previous PTA?	PTA Contract #
Requested Amounts						
Select AD % Select	a. Total	b. Gen Admin (a - (a / 1.075))	c. Activity Delivery ((a - b) - (a - b) / (1 + AD%))	d. Net Activity (a - b - c)	National Objective	Proposed Beneficiaries Target ID (see below) #

8 Activity						
					Result of a Previous PTA?	PTA Contract #
Requested Amounts						
Select AD % Select	a. Total	b. Gen Admin (a - (a / 1.075))	c. Activity Delivery ((a - b) - (a - b) / (1 + AD%))	d. Net Activity (a - b - c)	National Objective	Proposed Beneficiaries Target ID (see below) #

	Requested for Activity(ies)	General Administration (21A)
Col & NA Total	\$0	\$0

Enter the **primary** number(s) that correspond to the target population(s) each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the **primary** target population will be the homeless.

Target ID

- | | | |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families | 13. Victims of Domestic Violence |
| 2. Persons with AIDS | 8. Farmworkers | 14. Duly Diagnosed |
| 3. Youths | 9. Seniors | 15. Prevent Homelessness |
| 4. Single Adults | 10. Mentally ill | 16. Help the Homeless |
| 5. Single Men | 11. Veterans | 17. Help those with HIV/AIDS |
| 6. Single Women | 12. Substance Abusers | 18. Other |

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Jurisdiction: City of King

1 Activity							
Result of a Previous PTA?	PTA Contract #	National Objective	Proposed Beneficiaries				
			<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Target ID (see below)</td> <td style="width: 20%;">#</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Target ID (see below)	#		
Target ID (see below)	#						

2 Activity							
Result of a Previous PTA?	PTA Contract #	National Objective	Proposed Beneficiaries				
			<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Target ID (see below)</td> <td style="width: 20%;">#</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Target ID (see below)	#		
Target ID (see below)	#						

3 Activity							
Result of a Previous PTA?	PTA Contract #	National Objective	Proposed Beneficiaries				
			<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Target ID (see below)</td> <td style="width: 20%;">#</td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </table>	Target ID (see below)	#		
Target ID (see below)	#						

Enter the *primary* number(s) that correspond to the target population(s) each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the *primary* target population will be the homeless.

Target ID

- | | | |
|-------------------------------|------------------------------|---|
| 1. Physically Disabled | 7. Families | 13. Victims of Domestic Violence |
| 2. Persons with AIDS | 8. Farmworkers | 14. Duly Diagnosed |
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Jurisdiction: **City of King**

1 Activity

[Empty yellow box for Activity description]

Result of a Previous PTA?
[Empty yellow box]

PTA Contract #
[Empty yellow box]

Requested Amounts			
a. 1 Total	b. 1 Gen Admin (a - (a / 1.075))	c. 2 Activity Delivery	d. Net Activity (a - b - c)
		\$0	

National Objective
[Empty yellow box]

Proposed Beneficiaries	
Target ID (see below)	#

1. ED OTC project (maximum \$3,000,000) GA is calculated at seven and one-half percent (7.5% - see formula above) of requested activity funds, but not to exceed \$100,000 without prior HCD written approval.

Enter the **primary** number(s) that correspond to the target population(s) each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the **primary** target population will be the homeless

Target ID

- | | | |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families | 13. Victims of Domestic Violence |
| 2. Persons with AIDS | 8. Farmworkers | 14. Duly Diagnosed |
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| 6. Single Women | 12. Substance Abusers | 18. Other |

2017 CDBG Application Summary

8. Activity Funding Sources

Jurisdiction: **City of King**

rev. 08.17

Program Income On Hand \$23,052	Funding Request Summary (CDBG only)	CD & ED \$4,337,925	Col & NA \$0	ED-OTC \$0	GA \$325,344	Total \$4,663,269
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Activity	CDBG	Activity Delivery	Federal	State	Local	Private	Total
----------	------	-------------------	---------	-------	-------	---------	-------

Community Development & Economic Development (CD & ED) Funding

General Administration (GA)	\$325,344	N/A	\$0	\$0	\$0	\$0	\$325,344
1 Sidewalks (03L)	\$3,374,808	\$404,977	\$0	\$0	\$23,052	\$0	\$3,802,837
2 Youth Services (05D)	\$465,116	\$0	\$0	\$0	\$0	\$0	\$465,116
3 Planning for CD (20A-CD)	\$93,023	\$0	\$0	\$0	\$156,977		\$250,000
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
CD & ED Total (Activity + AD)	\$3,932,948	\$404,977	\$0	\$0	\$180,029	\$0	\$4,517,954

Colonia & Native American (Col. & NA) Funding

General Administration		N/A					\$0
1							\$0
2							\$0
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
Col & NA Total (Activity + AD)	\$0						

2017 CDBG Application Summary

8. Activity Funding Sources

Jurisdiction: **City of King**

rev. 08.17

Program Income On Hand \$23,052	Funding Request Summary (CDBG only)	CD & ED \$4,337,925	Col & NA \$0	ED-OTC \$0	GA \$325,344	Total \$4,663,269
---	--	-----------------------------------	----------------------------	----------------------	------------------------	-----------------------------

Activity	CDBG	Activity Delivery	Federal	State	Local	Private	Total
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Supplementals Informational Only

1	
2	
3	

Economic Development/ Over-the-Counter (ED OTC)

General Administration (GA)		N/A					\$0
------------------------------------	--	-----	--	--	--	--	-----

1							\$0
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Jurisdiction: City of King

- 1) HUD requires jurisdictions to have documented their compliance with Section 504.
- 2) Applicants must attach a **Section 504 Self-Certification Form** with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504 requirements. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan.
- 3) The following self-certification form should be used with this application to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems. Please complete this form, sign and date it, and include it as part of this application.

>>See the **CDBG Grant Management Manual Chapter 4** for additional information<<

Communications (Program Publicity)	Y/N	Problems
Public Notices & Newspaper Ads	Yes	
Public Service Announcements	Yes	
Posters/ Flyers	Yes	
Letters to Homeowners in the Area	Yes	
Informational Public Meetings	Yes	
Interpreters/ Readers/ TDD Available on Request	Yes	
Equal Opportunity Statements in Ads, Flyers and/ or Letters	Yes	
Modifications Made		

Employment	Y/N	Problems
City Makes Reasonable Accommodation to Known Physical/ Mental Limitations of Qualified Applicant/ Employees with Handicaps.	Yes	
Pre-Employment Inquiries and Test Do Not Screen Out Handicapped Persons.	Yes	
Modifications Made		

Program Accessibility	Y/N	Problems
Are City County Facilities Accessible to and Useable by Individuals with Handicaps (i.e. Ramps, Space at Meetings).	Yes	
Handicap Modifications Offered in Rehabilitation Program.	Yes	
Handicapped Individuals with Limited Mobility Assisted with Applications in Their Homes.	Yes	
Modifications Made		

Jurisdiction: **City of King**

Enforcement (How policies meet 504 requirements)

Y/N

Problems

Statement of Assurances in Grant Applications	Yes
Non-Discrimination Clause in Deed-of-Trust	Yes
Names of Advisors on Handicapped Issues	Yes

1 Paul Hodges, Chief Building Official

2

City/ County has Procedures for Complaints.	Yes
Is a Log Maintained of any Complaints?	Yes

[Yellowed area for Problems]

Modifications Made

[Yellowed area for Modifications Made]

Section 504 Coordinator

Name: Steven Adams

Date: _____

Signature: _____

(Blue Ink)

Jurisdiction: City of King

The department will review each application to determine whether the application meets all of the eligibility threshold criteria.

Jurisdiction: **City of King**

The department will review each application to determine whether the application meets all of the eligibility threshold criteria.

G Resolution(s) of the Governing Body

Select
Yes

Applicant has included a Resolution (sample in Appendix E) that:

- 1 Is an original certified copy; **and**,
- 2 Authorizes submission of the application; **and**,
- 3 Approves the application's contents (funding requested, activities, committed funding other than CDBG Program Income, etc...); **and**,
- 4 Authorizes the execution of a grant agreement and any amendments thereto (if funded); **and**,
- 5 Designates a person (by title) authorized to enter into an agreement (if funded); **and**,
- 6 Designates persons (by title) authorized sign all reports, Funds Requests and other program-supporting documentation (if funded); **and**,
- 7 Authorizes the request for and execution of a **Waiver to the 50% Expenditure Rule**.

H 50% Expenditure Rule/Waiver

Select

Has the applicant expended at least 50% of all funds awarded under the 2012 NOFA and later (excludes funds awarded for ED-OTC, DRI and NSP)?

To validate the definition of **expended** has been met, please select **Yes** or **No** for each of the following:

- 1 The work is complete.
- 2 Associated costs have been paid by the applicant.
- 3 The associated reimbursement Funds Request has been submitted to the Department.

If the answer to any of the items above is, "No" the applicant is not eligible under this NOFA.

Select
No

Is the applicant requesting a "Waiver" to the 50% Rule? *If "Yes", please refer to Appendix N for instructions.*

After the application due date, the Department will not consider unsolicited information from an applicant. However, the Department may contact an applicant to clarify an item in the application related to the above threshold questions and any other eligible application issue. **Applicants should note that the Department will not seek clarification of items or responses that improve the substantive quality of the applicant's response to any eligibility or selection criterion.**

Authorized Representative (per the Resolution)

I certify on behalf of **City of King** that the Threshold information provided is true and accurate.

Date:

Signature:

(Blue Ink)

Name: **Steven Adams**

Title: **City Manager**

The **City of King** hereby assures and certifies that:

Select
Yes

Legal Authority - It possesses legal authority to apply for the grant and to execute the proposed program.

Select
Yes

Application Authorization - Its governing body has duly adopted or passed as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

Select
Yes

Citizen Participation - It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

A Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction - **and**

B Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title - **and**

C Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee - **and**

D Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal - **and**

E Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable - **and**

F Identifies how the needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

Select
Yes

National Objective - It has developed its CDBG Program so as to primarily benefit targeted income persons and households, and each activity in the program meets one of the three national objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meets an urgent community need certified by the grantee as such.

Select
Yes

NEPA Environmental Review - It consents to assume the responsibilities for environmental review and decision-making in order to ensure compliance with NEPA by following the procedures for recipients of block grant funds as set forth in 24 CFR, Part 58, titled "Environmental Review Procedures for Title I Community Development Block Grant Programs." Also included in this requirement is compliance with Executive Order 11988 relating to the evaluation of flood hazards, and Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) regarding purchase of flood insurance, and the National Historic Preservation Act of 1966 (16 USC 470) and implementing regulations (36 CFR 800.8).

Select
Yes

Audit/Performance Findings - It has resolved or is currently working with the Department to resolve any audit findings or CDBG performance problems.

The **City of King** hereby assures and certifies that:

Select
Yes

Growth Control - There is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A Imposes a moratorium on residential construction, to protect the health and safety, for a specified period of time which will end when the public health and safety is no longer jeopardized; or,
- B Creates agricultural preserves under Chapter 7 (commencing with Section 51200) of Part 2 of Division 1 of Title 5 of the Government Code; or,
- C Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or,
- D The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code; or,
- D The use of the funds applied for in this application is restricted for housing for Low/ Mod Income persons.

Select
Yes

Uniform Administrative Requirements - It will comply with the regulations, policies, guidelines, and requirements of OMB Circular Numbers A-87, A-133, A-122, and 24 CFR Part 85, where appropriate, and the State CDBG regulations.

Select
Yes

Nondiscrimination - It shall comply with the following regarding nondiscrimination laws and practices:

- A Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C Section 109 of the Housing and Community Development Act of 1974, as amended.
- D Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E Executive Order 11246, as amended by Executive Orders 11375 and 12086.
- F Executive Order 11063, as amended by Executive Order 12259.
- G Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H The Age Discrimination Act of 1975 (Public Law 94-135).

Select
Yes

Anti-Displacement/Relocation - It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.) and certifies that it will follow the state's residential anti-displacement and relocation plan located in Appendix E of the State's Annual Plan.

The plan can be found at: [Annual Plan Update 2014-2015](#)

Select
Yes

Labor Standards - It will comply with the following regarding labor standards:

- A Section 110 of the Housing and Community Development Act of 1974, as amended.
- B Section 1720 et seq. of the California Labor Code regarding public works labor standards.
- C Davis-Bacon Act as amended (40 USC. 276a) regarding prevailing wage rates.
- D Contract Work Hours and Safety Standards Act (40 USC 3702) regarding overtime compensation.
- E Anti-Kickback Act of 1934 (41 USC 51-58) prohibiting "kickbacks" of wages in federally assisted construction activities.

Select
Yes

Architectural Barriers - It will comply with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and implementing regulations (24 CFR Part 40-41).

The **City of King** hereby assures and certifies that:

Select
Yes

Conflict of Interest – It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds (Section 7126 of the State regulations).

Select
Yes

Limitations on Political Activities – It will comply with the Hatch Act (5 USC 1501 et seq.) regarding political activity of employees.

Select
Yes

Lead-Based Paint – It will comply with the Lead-Based Paint Regulations (24 CFR Part 35) which prohibits the use of lead-based paint on projects funded by the program.

Select
Yes

Debarred Contractors - The applicant or its staff are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System (<https://www.sam.gov>). In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of 24 CFR part 24.

Select
Yes

Inspection of Grant Activities – It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

Select
Yes

Cost Recovery – It will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by Low/ Mod income persons unless:

A CDBG funds are used to pay the proportion of such assessment that relates to non-CDBG funding; or,

B For the purposes of assessing properties owned and occupied by Low/ Mod income persons who are not of the lowest targeted income group, it does not have sufficient CDBG funds to comply with the provisions of "A" above.

Select
Yes

Procurement – It will follow the federal procurement policies per 24 CFR Sec. 85.36

Select
Yes

Excessive Force – It will adopt and enforce policies:

A Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and,

B Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

Select
Yes

Compliance with Laws - The jurisdiction will comply with applicable laws.

The **City of King** hereby assures and certifies that:

I hereby certify under penalty of perjury that all the information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution.

Certifying Officials Name: Steven Adams

Certifying Officials Title: City Manager

Certification Date:

Signature: (Blue Ink)

2017 CDBG Application Summary

12. Request for Waiver to the 50% Expenditure Rule

rev. 08.17

Jurisdiction: City of King

Waiver requests are limited to applicants who, otherwise, are not eligible to apply because they have not expended 50% of their CDBG contract award for 2012 and later.

1 Eligibility Criteria

Of the two criteria listed below, under which one are you requesting the Waiver? Only one is required.

Applicant received a 2016 Special Drought and/or Disaster NOFA award. Applicant must complete Sections 2 and 4 below. Do not complete Section 3.

The project is shovel ready. Applicant must complete Sections 2, 3 and 4 below.

2 Activity Type

CDBG Activity Name: _____

CDBG Matrix Code: _____

Provide a brief description of the project:

3 Readiness Criteria

Please select "YES" or "NO" for the type of documentation that is included in the application for the activity type selected above. In order to qualify for the waiver, the application must include all of the following documentation. A "NO" to any answer in this section, the Waiver Request will be denied.

Applicant has site Control (grant deed, option to purchase, etc.)

All funding to complete the project is in place. If CDBG is the only funding source, financing will be considered committed. (Provide a resolution, other agency funding commitment letter, first page of HUD grant agreement, bank financing commitments, etc.)

Procurement of an engineer (infrastructure), and/or architect (public facility) is completed for preparation of the preliminary plans. (Provide a copy of the executed professional services agreement with resolution approving

Preliminary plans, signed and stamped by engineer or architect, as applicable.

Project budget, schedule, and scope of work based on preliminary plans.

List of required local, state and federal permits.

4 Additional Requirements

Grantees receiving an award under the waiver process are required to comply with the following three special conditions to the grant agreement:

Within 30 days of the executed date of the Standard Agreement, the grantee shall submit an updated project timeline schedule.

Within 6 months of the executed Standard Agreement, the grantee shall procure project/grant consultants and services, in accordance with CDBG, state, and federal procurement standards. The grantee shall submit procurement documentation, the Professional Services Agreement, environment clearances and general/special conditions clearance.

Within twelve (12) months of the executed Standard Agreement, the grantee shall submit final plans and copies of permits issued, and the executed construction contract with a contractor procured in

2017 CDBG Application Summary

**12. Request for Waiver to the 50%
Expenditure Rule**

rev. 08.17

Jurisdiction:

City of King

accordance with CDBG, State, federal procurement standards.

2017 CDBG Application Summary

12. Request for Waiver to the 50% Expenditure Rule

rev. 08.17

Jurisdiction:

City of King

Authorized Representative (per the Resolution)

I hereby certify under penalty of perjury that all of the information contained in this waiver request (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution.

**Certifying
Officials Name:**

[Redacted]

**Certifying
Officials Title:**

[Redacted]

**Certification
Date:**

[Redacted]

[Redacted]

Signature: (Blue Ink)

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

APPLICANT NAME: CITY OF KING

TABLE OF CONTENTS

***Double Click on the box, drop-down menu or text box to enter information. Select desired answer, and then Up button to move desired answer to the top.**

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Public Improvement Forms (All pages)	YES	All Forms/Documents	to
NEED			
Regulatory Agency Order(s)	N/A	Select	
Regulatory Agency Order(s)	N/A	Select	
Enforcement Agency Letter	YES	Select	
Study Documentation	YES	YES	
Supplemental Information	YES	List: CIP; PHOTOGRAPHS; CLAIMS; FHWA GUIDE	
BENEFIT			
Service Area Documentation	YES	ACS data	
Beneficiary Documentation:	YES	YES	
- List: CENSUS MAP			
- List: PROJECT MAP			
- List:			
READINESS			
Experienced In-House Staff/Consultant and Ready to Start:			
- Proof of Experience	In-House Ad	Grant Agreement	
- Proof of Experience	In-House Ad	Grant Agreement	
- Proof of Experience	In-House Ad	Grant Agreement	
- Proof of Experience	In-House Ad	Grant Agreement	
Project Approval Status:			
- Engineer's Preliminary Plans and Specifications	YES	Engr's Prelim. Design	
- Engineer's Cost Estimate	Yes	Engineer's Cost Estim	
- Engineer's Timeline	Yes	Engineer's Timeline	
All Funding In Place	Yes	Other	
Site Control	YES	City/County Owned S	

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

STATE OBJECTIVES			PAGE(S)
1. Points awarded for any activity that demonstrates a jurisdiction has incorporated Disaster Resiliency Long-Term Planning.	If applicable	Description and documentation required for maximum points	
2. Points awarded for any activity that demonstrates a jurisdiction has implemented Fair Housing outreach planning.	If applicable	Description and documentation required for maximum points	

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

A. Activity Information:

1. **Is this Activity being Submitted Under the Community Development Allocation, the Native American Allocation and/or the Colonia Allocation?** (Check only one box and fill out a separate set of application forms for each funding category being applied for.)

- Community Development Allocation**
 Native American Allocation
 Colonia Allocation

2. **How will the Requested CDBG Funds be Used?**

a) **Type of Project:**

- Flood Drainage Improvements (03I)
 Water/Sewer Improvements (03J)
 Street Improvements (03K)
 Sidewalks (03L)
 Payment of Eligible Assessments for Public Improvements
 Tree Planting (03N)
 Other (describe): _____

b) **Is Acquisition of Real Property included in this Activity?**

- Yes No

3. **Location of Sites(S) Where Activity will Occur (Include Maps):**

THE PROPOSED SIDEWALK IMPROVEMENT PROJECT WILL BE CONSTRUCTED WITHIN THE CITY OF KING CITY LIMITS, SPECIFICALLY WITHIN CENSUS TRACT 113.02. THE LOCATIONS ARE OUTLINED IN THE MAP LOCATED ON PAGES XXXX.

Does the Applicant Currently have Site Control? (Include documentation under Readiness section, Question 4.)

- Yes No

4. **Describe the Activity:** (See instructions.)

Sidewalks represent a major transportation system in the City of King and a necessary improvement investment for the residents. This system is used by all

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

facets of the diverse pedestrian population that range from young to old, physically fit to physically challenged, they connect to homes, neighborhoods, parks, recreation facilities, schools, churches, medical facilities, and businesses. They provide pathways for elderly and bikeways for the youth. A safe and aesthetic sidewalk space promotes neighborhood interaction, fitness, and a greater sense of community

Once the award is received from CDBG, the City will address a significant portion of sidewalk, curb/gutter and ADA improvements that have either significantly deteriorated or are in need of replacement and/or install such infrastructure that is currently obsolete. The improvements will include the following:

65,475 sf of sidewalk installed where non existed;

56,725 sf of sidewalk repairs;

2253 sf of curb and gutter replacement; and

68 new ada ramps

These improvements will remove tripping hazards that currently exist and allow access to pedestrian pathways that are currently inaccessible. These improvements will take place in the heart of the city where a majority of the city residents reside and where the oldest infrastructure is still in use and in need of replacement. The sidewalk project will provide a reliable pathway for pedestrians, proper drainage and ADA compliant ramp and pathways.

The City has completed design at 50% and is ready to begin final plans and specifications once approval is obtained. The City anticipates a bid to be released within 90-120 days of Grant Award and General Conditions Clearance.

5. **Relocation Compliance:** Does the proposed project involve purchase, conversion or demolition of structures on the proposed project's site that will cause displacement of any "persons"?

Will this Activity Trigger Temporary Relocation or Permanent Displacement of Any "Persons"?

Yes No

If "Yes":

- ✓ Explain: _____
- ✓ The grantee will be required as a special condition of the CDBG grant contract to submit GIN notices and a formal relocation or displacement plan for the project prior to release of grant funds. A properly signed acquisition notice to the seller will also be required per federal regulations.
- ✓ Add the associated cost into the Development Cost Breakdown below in "All Funding in Place" under Readiness.

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

If “No”, explain how that determination was made?

The project will be constructed in public right-of-way where current systems exist.

B. Need for Activity: Be sure to include the page numbers for the items below in the Table of Contents above.

1. Describe the Need(s) this Activity will Address:

As outlined in the "Accessible Sidewalks and Street Crossing - an informational guide" published by the U.S. Department of Transportation Federal Highway Administration (FHWA), "Sidewalks, like roadways, should be designed to serve all users. This includes children, older people, parents with strollers, pedestrians who have vision impairments, and people using wheelchairs and other assistive devices." The proposed project will focus on sidewalks that were constructed in the oldest part of town (between 1930-1940) and do not meet the required current standards as outlined in standards established by Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, Architectural Barriers Act of 1968. The sidewalks being replaced were built to a standard that assumed the person using the pedestrian facilities were agile, had good vision and hearing and did not take into account the need for those who vary in agility, balance, cognition, coordination limits, flexibility, hearing, vision, strength, etc. (See FHWA Guide pg. XX). This is barrier to pedestrians in the City of King City and poses a health and safety threat to the residents of the community, see recent sidewalk injury claims located on pages XXXX. These Sidewalks represent a major transportation system in the City of King and a necessary improvement investment for the residents. This system connects to homes, neighborhoods, parks, recreation facilities, schools, churches, medical facilities, and businesses. It is critical to remove the movement barriers that currently exist.

In order to meet the needs of all sidewalk users, it is imperative that the design and construction has a clear understanding of the wide range of abilities that occur within the population. Because the sidewalk is the basic unit of mobility within the overall transportation system, every route should be usable and accessible to all. Unfortunately, the sidewalk infrastructure in King City is extremely lacking and does not provide all users a safe and adequate pathway for pedestrians. (see photos on pg. XX).

First, the proposed project addresses multiple areas where sidewalks do not currently existing or large gaps are present where users must access the street to continue. These gaps in sidewalks jeopardize the safety of pedestrians as more situations arise where pedestrians and vehicles are in the same pathway together. Nearly a third of the population relies on walking for their primary means of transportation (young and elderly) and it is imperative that these users have a safe pathway to their destination. See

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

ADA plan on page XXXX. Additionally, surface texture of pathways impact wheelchair users and can cause wheels to catch in groves and make the chair unstable, visually impaired residents need a visually consistent surface to allow them to distinguish changes in level or drop offs. (see FWHA Plan pg. XX). As provided in the attached pages XXXX, several claims have been submitted to the City related to injuries as a result of sidewalk conditions. The current system has injured residents and one resident in a wheel chair in an area without sidewalks was stuck in a hole during the middle of the afternoon on a hot summer day - he was later taken to the hospital due to a heart attack. Another claimant fell and caused damage to her teeth, another fractured her bone, and another fell and was pregnant. All serious issues that need to be addressed by improving the current system.

Second, as seen in the attached photographs on pages XXXX, the areas that do have existing sidewalks are extremely deteriorated and have now become a health and safety concern for the community. Typical transportation codes deem that any segments that are over 1/2 inch from the attached segment are deemed a "tripping hazard". The proposed areas are inundated with these hazards and multiple areas show ledges that are over 4 to 6 inches apart, or 10 times the 1/2 inch limit. Not only does this pose a safety issue for those physically able to walk or child riding a scooter, but it is almost impossible to navigate for a person with any physical disability, wheel chair, crutches, vision impaired, etc. These hazards are extremely dangerous and have the ability to cause significant injuries and accidents.

Third, the curb/gutter that is currently in place is cracking and crumbling, and does not meet current building codes due to height. These segments have caused water to "pool" and not flow to the storm drain properly. In addition, the height of the curbs are extremely high and have become another hazard, especially for the elderly to struggle to get over the curb height on their own.

Lastly and most importantly, the City's pathways and curb out ramps do not currently meet the standards established by Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973. These laws require specific ramps, sidewalk widths, slopes, etc. to ensure ALL users are able to fully access the pathways in the public right of way, see page XXXX. The City is not currently able to ensure this access and has deemed this to be a significant shortfall in addressing a serious health and safety need within the community. See standards outlined in the FWHA Plan on page XXX. All facilities installed will meet the requirements.

2. How was the Need for this Activity Determined?

City staff met with department heads to review potential projects that effected the health and safety of the community residents. A priority project that was discussed was the sidewalk replacement project. This project is listed as one of the 10 projects in the Capital Improvement Plan so the first need was

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

discovered. The City then had an engineering firm conduct an ADA Pedestrian Walkway Assessment Plan. The Plan looked at the entire City's sidewalk infrastructure and documented what areas were lacking and in need of serious attention. The City focused on the highest residential areas with the greatest low/mod percentage to ensure the lowest income groups were assisted with these funds. The Plan outlines what current infrastructure is in place, if any, and what the recommended corrective action entails. The attached Plan, pg XX breaks down specific streets and blocks within the project area to better highlight what and where needs are required. Once the ADA Walkway Assessment Plan was completed, staff then walked the highlighted streets to further document the need for the improvement with photographs. From tripping hazards to out of compliance ADA pathways/ramps, these photographs have been included to show the state of disrepair the sidewalks, ramps and curb/gutters are currently presenting. See pg. XX.

<u>Documentation:</u>	<u>Page(s):</u>
<input type="checkbox"/> Cease and Desist Order	_____
<input type="checkbox"/> Boil Water Order	_____
<input type="checkbox"/> Letter from Enforcement Agency	_____
<input type="checkbox"/> Letter from Other Funding Agency RE: Eligibility Status	_____
<input checked="" type="checkbox"/> Study Documenting Problem/Proposed Solution	_____
<input checked="" type="checkbox"/> Other: <u>Capital Improvement Plan (CIP); Photographs; Claims</u>	_____

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

3. Describe How and to What Extent CDBG Funding will Eliminate/Improve the Problem:

The CDBG funding will address numerous health and safety issues, as well as ADA compliance issues. CDBG funds will be used in entirety to eliminate these deficiencies as outlined. The streets that have been identified will install new sidewalk where gaps exist, replace sidewalk that is cracked and unlevel, install proper ADA ramps with slopes and make uniform curb/gutter to ensure curbs meet local code and water drains efficiently. Upon completion, the low/mod income residents in these block groups will have safe and reliable walkways to access their community, schools, parks, healthcare facilities, businesses, etc. With these improvements in place the claims provided in this application would not have occurred.

4. Describe the Financial Systems that will Ensure Long-Term Operation and Maintenance if this Improvement is Funded:

Upon completion, the sidewalk improvements will be maintained by the public works department of the City. The City's public works department staffs a sufficient road maintenance crew that is responsible for all roads and sidewalks in the City. These improvements will not require significant maintenance and the little that is required will be much less than what was required before when cracks, breaks and flooding were occurring. Roadwork and sidewalk facilities are funded by local gas tax and through the City's General Funds. Both have sufficient funding to continue maintaining these facilities.

5. Additional Supporting Documentation for this Specific Activity:

- Reports, Notices, orders and/or directives from State or local regulatory agencies.
- Third-party letters describing the direct health and safety impact ("Letters of support" not applicable).
- Documentation to support the Need(s) must be less than 5 years old.
- Note the page numbers, in this application, where documentation can be found.

Note: *For lengthy reports/studies, please include the cover page, executive summary and only the pages needed to support the need for the specific Public Improvements that are proposed.*

	Source (Agency, Other)	Description of Documentation	Date of Doc.	Application Page #
1.	City of King	ADA Inventory Plan	6/2016	

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

2.	City of King	Capital Improvement Plan	6/2016	
3.	City of King	Photographs	7/2016	
4.	US Department of Transportation	Informational Guide	1/2013	
5.	City of King	Injury Claims	2013-2017	
6.	Patricia Feller	Letter of complaint	12/15/2016	

C. Benefit: Be sure to include the page numbers for the items below in the Table of Contents above.

Note: If your project is Assessment Fees – No Service Area information is required since LMH is your National Objective. Service Area information is only required for LMA National Objective.

1. Service Area - Low/Mod and Poverty Percentages: (Check only one and include map(s) when appropriate.)

- Jurisdiction-Wide (Map is not required.)
- Service Area(s) is/are greater than or smaller than jurisdiction-wide. (Map and narrative justifying the service area being used are required.)

- **All Applicants: Identify the Service Area(s) by Census Tract(s) and Block Group(s) (even if jurisdiction-wide) in the table below and list the page(s) where the Census Tract/Block Group Map(s) may be found in this application. Be sure to add page numbers for this documentation in the Table of Contents above.**

| Census Tract |
|----------------|----------------|----------------|----------------|----------------|
| 113.02 | _____ | _____ | _____ | _____ |
| Block Group(s) |
| 1-3 | _____ | _____ | _____ | _____ |

2. Beneficiaries (People):

- Income Restricted (100% Low-Income) for Payment of Assessments only.

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

- Primarily Low/Mod (List % of total): 73%
 - Based on ACS Low/Mod chart (**Appendix A**)
 - Based on an Income Survey
- Methodology and results on page(s): _____

3. Number of People Who Will Benefit:

<u>81% AND ABOVE</u> <i>(Non-Low/Mod)</i>	<u>BETWEEN 51% - 80%</u> <i>(Low/Mod)</i>	<u>BETWEEN 31% - 50%</u> <i>(Very Low-Income)</i>	<u>BELOW 30%</u> <i>(Extremely Low-Income)</i>	<u>TOTAL</u> <i>Number of People</i>
1396	1820	1865	649	5170

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

D. **Readiness:** *Be sure to include the page numbers for the items below in the Table of Contents above.*

1. **Experienced In-House Staff and Ready to Start:**

Applicant's number of previously completed **CDBG-funded non-housing related construction or rehabilitation projects within the last three program years ending June 30th, prior to this NOFA:**

0 (zero) 1 2 or more

Documentation required: *(Check all that apply; make sure all documents show the contract numbers)*

- First page of grant agreements
- First page of development agreements
- Grant close-out letters from CDBG
- Copy of Certificate of Occupancy or Recorded Notice of Completion

Applicant's number of previously completed **CDBG-funded housing related construction or rehabilitation projects within the last three program years ending June 30th, prior to this NOFA:**

Number of Projects: _____

Documentation required: *(Check all that apply; make sure all documents show the contract numbers)*

- First page of grant agreements
- First page of development agreements
- Grant close-out letters from CDBG or HOME
- Copy of Certificate of Occupancy or Recorded Notice of Completion

Applicant's number of previously completed **federally funded (other than CDBG) housing or non-housing related construction or rehabilitation projects within the last three program years ending June 30th, prior to this NOFA:**

Number of Projects: _____

Documentation required: *(Check all that apply; make sure all documents show the contract numbers)*

- First page of grant agreement(s)
- First page of development agreement(s)

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

- Grant close-out letter(s) from CDBG or HOME
- Copies of Certificate of Occupancy or Recorded Notice(s) of Completion

2. Project Approval Status:

- Engineer's Preliminary Design and Plans stamped and signed by the Engineer.
- Engineer's Cost Estimate stamped and signed by the Engineer.
- Engineer's Timeline stamped and signed by the Engineer.

3. Funding in Place:

- a) *Check all applicable boxes.*
- b) *List where the funding is coming from and how much from each source.*
- c) *Fill out the funding breakdown in the chart below.*
- d) *Provide documentation supporting the funding listed.*
- e) *Include narrative in the Comments section below as necessary.*
- f) *Include the page numbers for the supporting documentation in the Table of Contents above.*

- Program Income Funds Included in the Resolution
- Grant/Loan Award Letters
List: _____
- Bank Loan Commitment Letters
List: _____
- Other Funding Commitments
List: _____

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

SOURCES AND USES FORM							
	Dev. Cost Amounts	CDBG Funding (Enter From Summary Application)	Total Program Income In Place	Total Grant/Loan Awards In Place	Total Other Funding In Place	TOTAL FUNDING IN PLACE	GAP FUNDS NEEDED
Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site work	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction - Structures	\$2,812,340	\$2,812,340	\$0	\$0	\$0	\$2,812,340	\$0
Soft Costs (Loan interest, permits, etc)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Environmental Review	\$5,000	\$5,000	\$0	\$0	\$0	\$5,000	\$0
Architect/Engineer Fees	\$378,029	\$354,977	\$23,052	\$0	\$0	\$328,029	\$0
Labor Standards	\$45,000	\$45,000	\$0	\$0	\$0	\$45,000	\$0
Temporary Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Permanent Relocation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$562,468	\$562,468	\$0	\$0	\$0	\$562,468	\$0
Other -- Describe	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$3,802,837	\$3,779,785	\$23,052	\$0	\$0	\$3,802,837	\$0

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

Comments regarding Funding in Place and/or Cost Breakdown: All funding for the project is in place and ready to move forward once project is approved and State contract is received and executed. Construction and Structures includes all demo and site work to be performed for the project. Additionally, the city has allocated a 20% contingency for the project due to the age of the current area and potential changes that may need to occur during construction and to allow for cost increases in construction while the project is being reviewed and contracts issued by the State. The current construction market is showing minimum increases of 2-10% in constructions cost due to the many disasters in the State and lack of workers. This was considered when developing our budget and cost estimates to mitigate any shortfalls once the project is bid.

4. Site Control of Land for Project

- | <u>Draft</u> | <u>Executed</u> |
|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> City/County Owned Site |
| <input type="checkbox"/> | <input type="checkbox"/> Purchase Agreement (See Instructions) |
| <input type="checkbox"/> | <input type="checkbox"/> Option to Purchase |
| <input type="checkbox"/> | <input type="checkbox"/> Option to Lease |
| <input type="checkbox"/> | <input type="checkbox"/> Leasehold Interest |
| <input type="checkbox"/> | <input type="checkbox"/> Deed of Trust |
| <input type="checkbox"/> | <input type="checkbox"/> Other Documentation of Site Control |

List _____

E. State Objective Points:

1. Up to 100 points will be awarded for any activity that demonstrates a jurisdiction has incorporated Disaster Resiliency Long-Term Planning by implementing hazard mitigation and disaster resiliency planning into their general plan, zoning and other planning policies and procedures by the application submittal due date.

2. Up to 100 points will be awarded for any proposed activity that demonstrates a jurisdiction has implemented Fair Housing outreach planning to promote access to decision-making and program implementation for all segments of the community, including special needs populations, disadvantaged communities, and a variety of socio-economic groups (e.g. households across the income and employment spectrum, ethnically and racially diverse households).

2017 CDBG APPLICATION
Public Improvements (PI) Activity – Forms

2017 CDBG APPLICATION Public Services Activity – Forms

APPLICANT NAME: City of King

TABLE OF CONTENTS

**Click on the box, drop-down menu or text box to enter information.*

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Public Services Forms (<i>This Activity</i>)	Required	All	to
Eligibility Threshold	Required	YES <i>Include proof that CDBG funding is not supplanting any local or state funding.</i>	
NEED			
Severity Of The Problem:			
Need Determination Documentation:			
- Proposed Beneficiaries	YES	YES	
- Existing Beneficiaries	YES	YES	
- Unmet Demand	YES	YES	
Availability of Similar Services	NO	NO	
If Service Not Provided - Description	Select	Select	
Extent of Solution:			
- Service Solves the Problem - Description	YES	Additional documentat	
Need Documentation Matrix Chart	Required	Chart	
Other Supporting Documentation	YES	List: Letters	
BENEFIT			
Service Area Documentation	YES	Census data	
Beneficiary Documentation:	Select	YES	
- List:	-	-	
- List:	-	-	
- List:	-	-	
READINESS			
Program Readiness:	Yes	Yes	
- Existing	Yes	No SubRecip. Agreeeme	
- New	Select	Select	
Program Operator	Other	Other	

2017 CDBG APPLICATION
Public Services Activity – Forms

Site Control	YES	Proof of site control	
STATE OBJECTIVES			
1. Points awarded for any activity that demonstrates a jurisdiction has incorporated Disaster Resiliency Long-Term Planning.	If applicable	Description and documentation required for maximum points	
2. Points awarded for any activity that demonstrates a jurisdiction has implemented Fair Housing outreach planning.	If applicable	Description and documentation required for maximum points	

2016 CDBG APPLICATION Public Services Activity – Forms

PLEASE NOTE: If multiple Public Services are being proposed, please complete one full set of Public Services Application Forms for each service.

A. Activity Information:

1. Public Service Eligibility Threshold

a) Status of this Public Service. This service is:

- A new service.
- An existing service to be increased: *(Quantifiable increase required.) **Note: Documentation of the funding increase will be required since this criterion requires evidence that CDBG funds are not supplanting other state or local funds.***

- Currently funded by:
 - 2017-18 ProYouth Program Revenues
 - City of King \$45,000
 - King City Elementary School District \$25,000
 - Grants
 - ASES \$112,000
 - King City BSCC Law Enf. \$14,625
 - Chevron Corporation \$40,000
 - PG&E \$2,500
 - Community Foundation
 - for Monterey County \$10,500
 - Community Fundraising \$102,980
 - Total \$352,605

- Describe current financial situation: The City, Elementary School District and community have provided a stable but limited income stream for the program. Additional Grant funds have been accessed to achieve the current program needs but expansion of the program is needed to meet the goals of the community and will require additional funding. Refer to the MOU provided on Page xxx outlining the Contract and

2016 CDBG APPLICATION Public Services Activity – Forms

Payments. The program MOU was signed July 1, 2017 and July 1, 2018

- Anticipated increase in service: 67 %
- Page(s) current financial statement located in application: See pages XXXX
- Page(s) where quantifiable documentation of increase is located: See pages XXXX

An existing service funded by prior CDBG funds.

List: _____

An existing service to be continued, but for which funding has been, or will be decreased for reasons beyond the jurisdiction's control. **Note: Documentation of the funding loss and that CDBG funds are not supplanting other state or local funds will be required.**

- Currently funded by: _____
- Describe current financial situation and why loss or decrease in funding is beyond jurisdiction's control: _____
- Page(s) current financial statement located in application: _____
- Date all existing funding will end: _____

2. What Type of Public Service Will Be Provided? (Select only one)

- | | |
|--|--|
| <input type="checkbox"/> Senior Services (05A) | <input type="checkbox"/> Tenant/Landlord Counseling (05K) |
| <input type="checkbox"/> Services for the Disabled (05B) | <input type="checkbox"/> Child Care Services (05L) |
| <input type="checkbox"/> Legal Services (05C) | <input type="checkbox"/> Health Services (05M) |
| <input checked="" type="checkbox"/> Youth Service (05D) | <input type="checkbox"/> Abused & Neglected Children (05N) |
| <input type="checkbox"/> Transportation Services (05E) | <input type="checkbox"/> Mental Health Services (05O) |
| <input type="checkbox"/> Substance Abuse Services (05F) | <input type="checkbox"/> Screening for Lead (05P) |
| <input type="checkbox"/> Battered and Abused Spouses (05G) | <input type="checkbox"/> Subsistence Payment (05Q) |
| <input type="checkbox"/> Employment Training (05H) | <input type="checkbox"/> Security Deposits (05T) |
| <input type="checkbox"/> Crime Awareness (05I) | <input type="checkbox"/> Homeless/AIDS Programs (03T) |
| <input type="checkbox"/> Fair Housing (05J) | |

2016 CDBG APPLICATION
Public Services Activity – Forms

Other Public Services (05) (Specify): _____

Code Enforcement (15) - Use the Code Enforcement Application forms and Instructions to apply for this activity.

3. Location of Site(s) Where the Service Will Be Carried Out:

The services will be carried out at the following schools within King City. The City hopes to expand the Program to all schools within the City once established. Del Rey Elementary School, 502 King Street, King City, CA; Santa Lucia Elementary School, 502 Collins Street, King City, CA; King City Magnet School, 415 Pearl St, King City, CA 93930 and expansion to Chalone Peaks Middle School 667 Meyer Street, King City, California 93930.

Does the Applicant currently have site control or other means to provide the service (such as a refrigerated truck for Meals-on-Wheels service)? *Submit documentation under Readiness, question 2.*

Yes No

4. Description of the Activity: Provide a brief narrative description of the proposed activity. The narrative should include specific quantifiable information on who, what, when, where and how.

See attached program description located on Pages XX-XX. This report outlines the variety of challenges faced by the youth in the City of King and the risks they face growing up in this challenged community.

B. Need For Activity: Be sure to add the page numbers for all corresponding documentation into the Table of Contents above.

1. Severity of Problem:

a) How was the need for this activity determined?

Need survey of **proposed** Beneficiaries

• Proposed to Serve: _____ (#)

Per: Day Week Month

Need survey of **existing** Beneficiaries

• Currently Serve: 280 (#)

Per: Day Week Month

Unmet demand

2016 CDBG APPLICATION
Public Services Activity – Forms

- People on a Waiting List: 160 (#)
Per: Day Week Month
- People Turned Away: _____ (#)
Per: Day Week Month
- Other: *(Describe with narrative and quantifiable documentation.)*

The additional need is quantified by adding additional school sites and engaging students at these facilities currently not receiving the program. See page XXX, Program Goals.

b) **Are there similar services currently being provided within the community?**

No. ***If “No”, skip to next question.***

Yes.

- If “Yes”, where are they being provided? _____
What is the distance to the proposed service location? _____
Include a map with the location(s) of similar services.
- If “Yes”, are there any special impediments for Low/Mod households to access the existing services?
 No. ***If “No”, skip to next question.***
 Yes.
 - If Yes”, what are the impediments? ***Check all that apply and describe each one.***
 - Transportation: _____
 - ADA access: _____
 - Other: _____

c) **Describe the problem if this service is not provided, continued or expanded:** The problem for the City of King is youth violence. The City of King is consumed with the number of at risk youth and a gang recruiting center that must be addressed. This is not a one-sided problem but multifaceted and is being addressed by the City of King on all sides, see the City of King Comprehensive Plan to End Youth Violence, pg. XXX, this program is targeting our youth to prevent long term impacts and the loss of a child to the life of gangs. The City has experienced significant youth violence over the past years, see page

2016 CDBG APPLICATION

Public Services Activity – Forms

XXX-xxx and the number of shootings increases daily. 90% of the school aged students are socio-economically disadvantages, see letter provided by the Superintendent of Schools, pg. xxx, and more than 65% of the students are English learners, which puts them at a disadvantage for success in our public-school system and opens the opportunity for gang recruitment. Comparing the City of King with 3rd Graders in California and other schools in the county - King City reports only 13% of their 3rd grade students are testing to standards compared to California as a whole at 38% and Monterey County at 23%. The problem if this service is not expanded will result in students not being included in the program, loss of students to the depths of gang activity and crime. The HEART Program provides a safe environment for these children to have life pathways opened to them - the safety the program provides is invaluable to the community youth as outlined in the letter provided by Brinet Greenlee, Principal of Saint Lucia Elementary, page XXX. Additionally, as provided Melvis Gaytan, a parent, the two boys have found the environment to provide safety, stability, family environment and expanding the children's social outreach, page XXXX. Without the HEART Program the town would feel lost, as noted in a letter provided by Suzanne Krause, page. xxx, she thought all was lost in her community until the Community Task Force was able to breathe hope back into the city. The City has installed numerous programs to work through the issues that plague this small community, see Comprehensive Plan pages XX-XX, that has the highest per capita murders in the State of California in 2013, and the HEART program is working where it matters most - and changing the minds and thoughts of the community youth. The program has been embraced at all levels of the community and needs to expand in order to reach all groups. Confidence is developed through experience, without experience a child cannot be confident and no confidence can lead to being manipulated into a life choice that is devastating.

- 2. Extent of Solution:** Explain how and to what extent the proposed activity will solve the problem (quantify) The ProYouth HEART Program has been in operation for three months. It is working well and the response from the children, teachers and parents has been positive, see letters provided on pages XXX-XXX. However, it has not been in operation the time necessary to assess complete results, but there is extensive data on the program success in Visalia and Tulare County where it has been in operation for many years.

The primary goal of the program is to prevent the youth of King City from entering gangs. By engaging the children and helping them reach success in reading and academics the program works with the youth to provide good reading

2016 CDBG APPLICATION

Public Services Activity – Forms

skills and confidence in school which will benefit them as students. This effort sets the youth up for continued academic success. Studies have proven if a child has good reading skills at 3rd grade they will remain engaged in school and will limit them seeking to participate in gang activity, see XXXX Study provided on pg. XXXX. Without these skills, a child will struggle with school, disengage, and be susceptible to gang recruitment. Another key aspect of the ProYouth HEART Program is a close partnership with the local law enforcement agencies. In the City of Visalia, where ProYouth has been in place for several years, crime involving juveniles has decreased on average 22% in their neighborhoods over the last 10 years. For violent crimes, they have experienced a 43% decrease. While these results are not solely attributable to the ProYouth HEART Program, since 80% of such crimes occur in the hours between 3:00 p.m. and 6:00 pm, stakeholders acknowledge that the program has been indispensable to this achievement.

There is also significant qualitative data supporting the success of the ProYouth Heart Program in the schools they serve. For example, 5 years ago Visalia Unified School District high school graduation rates increased dramatically from 80% in 2011 to 96% in 2016. That correlates to HEART's first kindergarten students graduating and the launch of their high school ASSETS program. Of the 10 schools in this application, Manuel F. Hernandez Elementary School reports the highest CAASP scores and is the only school at which a summer program was provided for the last 3 years. In addition, day school attendance at all sites have risen consistently for all years that HEART has been in operation at the sites.

With the proposed expansion of the program in the City of King City, all schools will be participating in the HEART Program and more students will have access to ensure the highest possible impact on the City youth.

3. Third-Party Documentation: Supporting documentation for this specific Public Service. Use the **NEED DOCUMENTATION MATRIX ON THE NEXT PAGE.**

- Documentation regarding the need for the service. (*Quantifiable data only, no anecdotal information.*)
- Third-party letters describing the direct **health and safety** impact.
- Documentation to support the need(s) must be specifically for your service area and must be less than 5 years old.
- Note the page numbers, in the Need Documentation Matrix, where documentation can be found.

2016 CDBG APPLICATION
Public Services Activity – Forms

Note: For lengthy reports/studies, please include the cover page, executive summary and only the pages needed to support the need for the Public Services. Highlight the pertinent information.

2016 CDBG APPLICATION
Public Services Activity – Need Documentation Matrix Form

***Click on the box, drop-down menu or text box to enter information.**

Source	Type of Documentation	Quantification	Page # (in app.)
DOCUMENTATION SUPPORTING SEVERITY OF PROBLEM ADDRESSED			
Other Source Documentatic	Report	Yes	
Other Source Documentatic	Letter	Yes	
Other Source Documentatic	Letter	Yes	
Newspaper Article	Newspaper Article	Yes	
Newspaper Article	Newspaper Article	Yes	
Newspaper Article	Newspaper Article	Yes	
DOCUMENTATION OF THE EXTENT TO WHICH THE PROPOSED SERVICE(S) WOULD SOLVE THE PROBLEM			
Other Source Documentatic	Report	Yes	
Other Source Documentatic	Letter	Yes	
Other Source Documentatic	Letter	Yes	
News Article	Newspaper Article	Yes	
Select	Select	Select	
Select	Select	Select	
ADDITIONAL THIRD PARTY SUPPORTING DOCUMENTATION			
3rd Party Letters describing	Letter	Yes	
3rd Party Letters describing	Letter	Yes	
3rd Party Letters describing	Letter	Yes	
3rd Party Letters describing	Letter	Yes	
3rd Party Letters describing	Letter	Yes	
Other	_____	_____	

2016 CDBG APPLICATION Public Services Activity – Forms

C. **Benefit:** Be sure to include the page numbers for the items below in the Table of Contents above.

1. **Service Area Low/Mod and Poverty Percentages:** Check only one and include map(s) when appropriate. Since the applicant pool sets the range for these scores, the Department will determine the percentages and scores for these criteria as listed in Appendix A. Poverty will always be only jurisdiction wide. Low/Mod may be either jurisdiction wide or service area.

- Jurisdiction-Wide (*Map is not required*)
- Service Area(s) - is/are greater than or smaller than jurisdiction-wide. (*Map and narrative justifying the service area are required*)

Justification for service area being used: _____

Note: If the Public Services are either 100% Income Restricted or Limited-Clientele only, which is the LMC National Objective, the service area must be the entire jurisdiction. Include data for the entire jurisdiction in the Census Tract and income group charts.

All Applicants: Identify the Service Area(s) by Census Tract(s) and Block Group(s) in the table below (even if jurisdiction-wide service area) and list the page(s) where the Census Tract/ Block Group Map(s) may be found in this application. Page(s): _____

| Census Tract |
|----------------|----------------|----------------|----------------|----------------|
| <u>113.02</u> | <u>113.03</u> | <u>113.04</u> | _____ | _____ |
| Block Group(s) |
| <u>1-3</u> | <u>1-2</u> | <u>1-3</u> | _____ | _____ |

2. **Beneficiaries (people):** See **NOFA** for additional information. Be sure the page numbers for associated documentation are included in the Table of Contents above.

- Income Restricted (100% Low-Income)
- Limited-Clientele (List type): _____
- Primarily Low/Mod (as stated in #1 above):
 - Based on HUD Low/Mod Charts

2016 CDBG APPLICATION Public Services Activity – Forms

- Based on Income Survey Results -- (This applies to services open to all residents in the service area, where at least 51% of the residents are Low-Mod.)

3. Number of People Who Will Benefit:

<u>81% AND ABOVE</u> (Non-Low/Mod)	<u>BETWEEN 51% - 80%</u> (Low/Mod)	<u>BETWEEN 31% - 50%</u> (Very Low-Income)	<u>BELOW 30%</u> (Extremely Low-Income)	<u>TOTAL</u> Number of People
	245	98	97	440

D. Readiness:

1. **Program Readiness:** Fill in the boxes with the jurisdiction's experience operating or overseeing a public service.

	<u>Grant Number</u>	<u>Grant Year(s)</u>	<u>Public Service Provided</u>	<u>Funding Source</u>	<u>Funding Amount</u>
1.	USDA - Surveillance	2016	Security Cameras	USDA	\$42,707
2.	3-06-0113-014-2017	2017	Mesa Del Airport	FAA	\$138,000
3.	3-06-0113-012-2016	2016	Mesa Del Airport	FAA	\$162,000
4.	03-06-0113-011-2014	2014	Mesa Del Airport	FAA	\$157,606
5.	CA02705	2013	Cops Hiring Program	DOJ	\$100,379
6.					

2. **Site Control (for the location where services are provided) or means to conduct the service (such as a vehicle for a meals-on-wheels program):**

- | <u>Draft</u> | <u>Executed</u> | |
|--------------------------|--------------------------|----------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | City- or County-owned site |
| <input type="checkbox"/> | <input type="checkbox"/> | Purchase Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Option to Purchase |
| <input type="checkbox"/> | <input type="checkbox"/> | Option to Lease |
| <input type="checkbox"/> | <input type="checkbox"/> | Leasehold Interest |

2016 CDBG APPLICATION
Public Services Activity – Forms

- Deed of Trust
 Other documentation of Site Control:
List and Explain: Letter from School District

E. State Objective Points:

1. Up to 100 points will be awarded for any activity that demonstrates a jurisdiction has incorporated Disaster Resiliency Long-Term Planning by implementing hazard mitigation and disaster resiliency planning into their general plan, zoning and other planning policies and procedures by the application submittal due date.
2. Up to 100 points will be awarded for any proposed activity that demonstrates a jurisdiction has implemented Fair Housing outreach planning to promote access to decision-making and program implementation for all segments of the community, including special needs populations, disadvantaged communities, and a variety of socio-economic groups (e.g. households across the income and employment spectrum, ethnically and racially diverse households).

2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity – Forms

APPLICANT NAME: CITY OF KING CITY

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***Click on the box, drop-down menu or text box to enter information.**

ACTIVITY	SELECT	DOCUMENTATION	PAGE(S)
Planning Activities Forms (All Pages)	YES	All Forms/Documents	
PLANNING OVERVIEW FORMS			
Allocation Selection	Required	Included in Forms	
Activity Titles and Funding Request	Required	Included in Forms	
List of Cash Match	Required	List: Sewer Fund	
Cash Match Documentation	YES	YES	
Target Population Served	Required	Included in Forms	
Beneficiaries Served Documentation	YES		
PLANNING ACTIVITY DESCRIPTION FORMS – Planning Study #1			
National Objective Documentation	Yes	Yes	
Public Benefit Documentation (For ED planning activities only)	Select	Select	
Activity Description	Required	Add'l docs attached	
Final Product Description	Required	In Forms section	
Cost Reasonableness Documentation	Required	Add'l docs attached	
For-Profit Business Required Letters	Select	Select	
Budget Chart (Schedule 1)	Required	Chart	

2017 CDBG APPLICATION

Planning & Technical Assistance (PTA) Activity – Overview Forms

1. Allocation Selection *(No more than one planning activity allowed per application)*

- Economic Development (ED) Planning Activity
 Community Development (CD) Planning Activity

2. Activity Title and Funding Requested by Activity

Activity Title - Insert only one activity title per line in this table, and indicate ED or CD, and funding amount requested.		Funding Requested for Planning Activities:
Planning Activity Title:	ED or CD	
1. WASTEWATER TREATMENT PLANT UPGRADE PROJECT ENVIRONMENTAL IMPACT REPORT	<input type="checkbox"/> ED <input checked="" type="checkbox"/> CD	\$ 100,000
Grand Total Amount Requested (Max. \$100,000)		\$ 100,000

3. List of Cash Match Sources

Required Cash Match: <i>(5% of Requested Amount)</i>	Name of Source: <i>City, County or Other (State or federal funds, including Program Income, may not be used as cash match. Cash match must be local or private funds)</i>	Approved Cash Match: <i>(Per Resolution)</i>
Cash 5%	City Sewer Fund	\$156,977
		\$
		\$
Total		\$156,977

2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity – Overview Forms

4. Target Population Served

- | | |
|--|---|
| 1. <input type="checkbox"/> Physically Disabled | 9. <input checked="" type="checkbox"/> Seniors |
| 2. <input type="checkbox"/> Persons with AIDS | 10. <input type="checkbox"/> Mentally Ill |
| 3. <input type="checkbox"/> Youths | 11. <input type="checkbox"/> Veterans |
| 4. <input checked="" type="checkbox"/> Single Adults | 12. <input type="checkbox"/> Victims of Domestic Violence |
| 5. <input checked="" type="checkbox"/> Single Men | 13. <input type="checkbox"/> Substance Abusers |
| 6. <input checked="" type="checkbox"/> Single Women | 14. <input type="checkbox"/> Dually-Diagnosed |
| 7. <input checked="" type="checkbox"/> Families | 15. <input type="checkbox"/> Homeless |
| 8. <input type="checkbox"/> Farmworker | 16. <input type="checkbox"/> Other _____ |

5. Beneficiaries Served

<u>Proposed Study Relates to:</u>	<u>Accomplishment</u>	<u>Number Assisted</u>
Public Services, Public Facilities or Public Improvements	Persons	<u>13869</u>
Housing or Public Works	Housing Units	_____
Housing Acquisition	Households	_____
Economic Development	Jobs	_____

2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity – Forms

PLEASE NOTE: Complete and attach these Planning Activity Description Forms for the one proposed Planning Activity.

1. **Activity Category:** ED CD
2. **Activity Title:** WASTEWATER TREATMENT PLANT UPGRADE PROJECT ENVIRONMENTAL STUDY (EIR)
3. **Amount Requested for Activity:** \$ 100,000

Enter the information from Box 2 above.

4. **National Objective:**

A. Which National Objective will be met? For Community Development Allocation PTA activity, check one box indicating which National Objective this activity addresses.

Benefit to Low- and Moderate-Income (Low/Mod) Individuals or Households. *(If checked, fill in item 4B below.) Be sure to add the page numbers for the associated documentation in the Table of Contents above.*

Elimination of Spot Blight:

Describe how the activity will meet the National Objective of Elimination of Spot Blight. *Be sure to add the page numbers for the associated documentation in the Table of Contents above.*

B. How will the National Objective be met? *(Check the appropriate boxes below that describe how the proposed planning activity, if implemented, will meet National Objective of Benefit to Low/Mod Individuals or Households.)*

Limited Clientele – List the specific group(s) to be served: _____

Income Restricted – Describe how final activity resulting from the study will be income restricted: _____

2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity – Forms

- Income survey or ACS Low/Mod Census data - attach full copy of proper documentation, including Census Tract and Block Group maps, at the end of this activity description section.
- Jurisdiction-Wide
- Target Area

Be sure to add the page numbers for the associated documentation in the Table of Contents above.

5. **Public Benefit (For ED PTA activities only):** Describe how the planning activity, if implemented, will lead to creation or retention of jobs and low/mod jobs by completing this study:

ED – PLANNING & TECHNICAL ASSISTANCE					
PROPOSED ACTIVITY(S) AND BENEFICIARIES					
<i>Complete and enter the following information:</i>					
1. <i>The projected number of businesses to be assisted; and,</i>					
2. <i>The estimated number of jobs to be created and/or retained by each activity proposed under this application.</i>					
<u>No. of Business Expansions</u>	<u>No. of Business Start-Ups</u>	<u>No. of Jobs Created</u>	<u>No. of Jobs Retained</u>	<u>No. of Low/Mod Jobs*</u>	<u>CDBG National Objective*</u>
					<input type="checkbox"/> Low/Mod

6. **Activity Description:** Provide a complete narrative explaining the need for the study. Describe the scope of work and full process for completing the study with each of the key steps. Check the instructions to make sure you have provided all the required information.

See attached project narrative and full outline of the work to be performed to complete the Environmental Study for the Wastewater Treatment Plant Facility Plan Project.

7. **Final Product Description:** Provide the title and describe in detail the final product that will be produced from this planning activity.

The final product will be a completed Environmental Impact Report, published and submitted for final review to the required public agencies and Notice of Determination.

2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity – Forms

Important Notes:

1. **Be sure to see pages in the NOFA and PTA Application Instructions for important information regarding eligible uses of PTA funding.**
2. **All final products, including applications, must contain an acknowledgment of State CDBG funding on the front cover.**

8. **Cost Reasonableness Documentation:** Attach documentation showing cost reasonableness of proposed planning study. Indicate how scope of work, service area, and final product will require the amount of funding requested. **Be sure to add the page numbers for the associated documentation in the Table of Contents above.**

ADDITIONAL INFORMATION FOR ECONOMIC DEVELOPMENT (ED) STUDIES

9. **Assistance to For-Profit Businesses:** Is the study being conducted on a private for-profit business, developer or property owner?

No. **Skip to number 10.**

Yes. State the full name of the private business/property owner and provide: (a) DUNS Number; and, (b) letters per instructions cited in #9 of the instructions for this application.

Business Name: _____ DUNS Number: _____

Be sure to add the page numbers for the attached Business Letters in the Table of Contents above.

10. **Preparation of an Economic Development Plan:** Are the requested funds to be use in preparing an economic development plan?

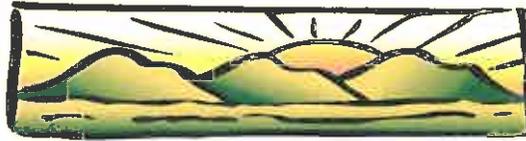
Yes No

Applicants requesting funds for the development or update of a local Economic Development Plan (EDP) are encouraged to consult with their CDBG NOFA Representative prior to submitting an application.

**2017 CDBG APPLICATION
Planning & Technical Assistance (PTA) Activity - Forms**

ACTIVITY TITLE: <u>WASTEWATER TREATMENT - EIR</u>	CITY/COUNTY STAFF HOURS						CONSULTANT HOURS					
	Task Cost						Task Cost					
	Number of Hours	Hourly Rate	CDBG Portion	Cash Match	Other Sources		Number of Hours	Hourly Rate	CDBG Portion	Cash Match	Other Sources	TOTAL COST
* 1. Project Outline		\$	\$	\$	\$		50	\$ 200	\$ 5000	\$ 5000	\$ 0	\$ 10000
* 2. AB 52 Consult		\$	\$	\$	\$		450	\$ 200	\$ 88023	\$	\$ 1977	\$ 90000
3. Initial Study Cklist		\$	\$	\$	\$		500	\$ 200	\$	\$	\$ 100000	\$ 100000
4. Admin Review		\$	\$	\$	\$		125	\$ 200	\$	\$	\$ 25000	\$ 30000
5. NOI		\$	\$	\$	\$		40	\$ 200	\$	\$	\$ 8000	\$ 8000
6. Respond		\$	\$	\$	\$		40	\$ 200	\$	\$	\$ 8000	\$ 8000
7. MMRP		\$	\$	\$	\$		20	\$ 200	\$	\$	\$ 4000	\$ 4000
8. NOD		\$	\$	\$	\$		8	\$ 200	\$	\$	\$ 1600	\$ 1600
9. Final Document		\$	\$	\$	\$		17	\$ 200	\$	\$	\$ 3400	\$ 3400
10.		\$	\$	\$	\$			\$	\$	\$	\$	\$
11.		\$	\$	\$	\$			\$	\$	\$	\$	\$
12.		\$	\$	\$	\$			\$	\$	\$	\$	\$
13.		\$	\$	\$	\$			\$	\$	\$	\$	\$
14.		\$	\$	\$	\$			\$	\$	\$	\$	\$
Totals:		\$	\$	\$	\$		1275	\$ 200	\$ 93023	\$ 5000	\$ 151977	\$ 250000

*Show cash match and tasks first to indicate match will be spent first.



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

Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 14, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING AND ADOPTING CHAPTER 7.65 OF TITLE 7 OF THE KING CITY MUNICIPAL CODE PERTAINING TO HOTEL, MOTEL AND MOTOR LODGE OCCUPANCY REGULATIONS AND OPERATIONAL STANDARDS

RECOMMENDATION:

It is recommended the City Council: 1) open the Public Hearing, consider public testimony; 2) introduce and conduct the First Reading, by title only an Ordinance adding and adopting Chapter 7.65 of the Title 7 King City Municipal Code pertaining to hotel, motel and motor lodge occupancy regulations and operational standards.

BACKGROUND:

The City has experienced a number of issues and complaints related to use of existing lodging facilities for long-term stays rather than short-term visitors. As a result, the City Attorney's Office prepared an analysis regarding issues and options related to the regulation of lodging businesses and stays. At the March 28, 2017 meeting, staff presented options for Council consideration available to address each of the specific issues identified and received substantial public feedback. At the May 23, 2017 meeting, City Council directed staff to draft an ordinance that would limit stays to 30 days so long-term stays would require visitors to check out and back in again. In addition, staff was directed to include in the ordinance provisions limiting use of lodging businesses for long-term stays to 75% of their rooms beginning January 1, 2018, 50% of rooms January 1, 2019 and 25% of rooms January 1, 2020. A draft Ordinance is now presented for Council consideration.

CITY COUNCIL

CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING AND ADOPTING CHAPTER 7.65 OF TITLE 7 OF THE KING CITY MUNICIPAL CODE PERTAINING TO HOTEL, MOTEL AND MOTOR LODGE OCCUPANCY REGULATIONS AND OPERATIONAL STANDARDS

NOVEMBER 14, 2017

PAGE 2 OF 3

DISCUSSION:

A number of issues have been identified regarding use of lodging facilities for long-time stays. Lodging facilities are typically not designed to provide adequate amenities for ongoing housing. Rooms have little or no kitchen facilities, little or no common living space areas other than the bedroom, small bathrooms with minimal storage space for supplies, and minimal open space and recreational areas. Some of the complaints have included loitering, litter, use of parking lots for storage and food service, traffic hazards from excessive bus parking, and loss of rooms available for tourists that support neighboring business and events. In addition, under current State law, visitors staying over 30 days do not pay transient occupancy tax (TOT). Therefore, occupants are not paying their fair share of the City services they utilize.

At the same time, lodging facilities depend upon long-term stays to be economically viable, especially during off-peak periods. Provisions allowing long-term stays are also important to provide facilities to house temporary workers for contractors and other businesses. There is a particularly significant need for temporary housing for local agricultural employees.

Due to these conflicting needs, it was agreed to pursue a balanced approach that recognizes all these issues and can be implemented in phases. By doing this, other efforts under way to address a variety of housing needs can be implemented as lodging businesses are gradually returned to their intended purpose.

The proposed Ordinance will limit visitors of local lodging businesses to stays of no more than 30 days unless they check out and check back in. Beginning January 1, 2018, this would be allowed to occur in only 75% of rooms at each lodging business up to a maximum of 240 days in a 12 month period. This was increased from the original proposal of 180 days in response to discussions with hotel owners and temporary housing contractors. Beginning in January 1, 2019, it would be decreased to 50%. The proposed Ordinance does not include the original recommended reduction to 25% in 2020. Staff instead recommends the outcome be evaluated in two years to determine what additional adjustments are desirable to best address the needs of the community.

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF KING ADDING AND ADOPTING CHAPTER 7.65 OF TITLE 7 OF THE
KING CITY MUNICIPAL CODE PERTAINING TO HOTEL, MOTEL AND
MOTOR LODGE OCCUPANCY REGULATIONS AND OPERATIONAL
STANDARDS
NOVEMBER 14, 2017
PAGE 3 OF 3**

COST ANALYSIS:

An ongoing revenue increase is anticipated from transient occupancy taxes.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendation;
2. Modify and introduce the Ordinance to include different time and/or percentage restrictions;
3. Direct staff to make other changes and bring back the Ordinance at the next meeting for consideration;
4. Do not introduce the Ordinance and direct staff to make no changes to regulations at this time; or
5. Provide staff other direction.

Approved by:



Steven Adams, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING AND ADOPTING CHAPTER 7.65 OF TITLE 7 OF THE KING CITY MUNICIPAL PERTAINING TO HOTEL, MOTEL AND MOTOR LODGE OCCUPANCY REGULATIONS AND OPERATIONAL STANDARDS

WHEREAS, the City of King (“the City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

WHEREAS, pursuant to California Revenue and Taxation Code §§ 7280 et seq., the City of King (“City”) has the authority to levy a transient occupancy tax (“TOT”) upon the privilege of occupying a hotel, motel and motor lodge for a period of thirty (30) days or less; and

WHEREAS, the TOT is a general tax the proceeds of which are deposited into the City’s general fund. The general fund pays for essential City services such as police protection, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

WHEREAS, unregulated hotel, motel and motor lodge occupancy results in long-term occupancy which prevents the City from collecting the TOT general tax proceeds; and

WHEREAS, the City has seen a dramatic increase in long-term occupancy at local hotel, motel and motor lodges resulting in decreased availability of lodging for transient visitor and automobile tourist; and

WHEREAS, reasonable regulations and operational standards will ensure the availability of lodging for long-term occupants, transient visitors and automobile tourists and protect their health, safety and welfare; and

WHEREAS, it is the intent of the City to regulate hotel, motel and motor lodge occupancy to ensure the continued availability of transient visitor and automobile tourist lodging within the City, to ensure the continued use of hotels, motels and motor lodges in the manner intended to provide such lodging, ensure continued safe operation and use of hotels, motels and motor lodges, and ensure the continued collection of TOT general tax proceeds to assist in the funding of essential city services.

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

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) It is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by prohibiting environmentally destructive components of unregulated cannabis cultivation. (CEQA Guidelines §§ 15307 and 15308.)

SECTION 3. Chapter 7.65, of Title 7, of the King City Municipal Code is added and adopted in its entirety to read as follows:

Chapter 7.65

HOTEL, MOTEL AND MOTOR LODGE OCCUPANCY REGULATIONS AND OPERATIONAL STANDARDS

Section 7.65.100 Purpose and Intent.

The purpose of this Chapter is to establish occupancy regulations and operational standards for hotels, motels and motor lodges which will ensure the continued availability of transient visitor and automobile tourist lodging within the City and to ensure the continued use of hotels, motels and motor lodges in the manner intended to provide such lodging.

Section 7.65.101 Definitions.

“Long-term occupancy” shall mean any occupancy in a hotel, motel and/or motor lodge in the city for a period exceeding thirty (30) consecutive days or more than two hundred and forty (240) total days within a one (1) year period.

“Short-term occupancy” shall mean any occupancy of a hotel, motel and/or motor lodge in the City for a period that does not fall within the definition of a long-term occupancy.

Section 7.65.102 Occupancy Regulations and Operational Standards.

The following occupancy regulations and operational standards shall apply to all hotels, motels and motor lodges in the City, unless specifically modified by a conditional use permit:

- (a) Effective January 1, 2018, no property owner, operator and/or manager of a hotel, motel or motor lodge shall rent or let, or otherwise provide, any room therein to any person, firm, partnership, corporation, association or other business entity for a period that exceeds thirty (30) consecutive days or for a term that exceeds two hundred and forty (240) total days in any one (1) year period.
- (b) No property owner, operator and/or manager of a hotel, motel or motor lodge shall rent or let, or otherwise provide, any room therein to the same individual, group of individuals, firm, partnership, corporation, association or other business entity twice in a twenty-four (24) hour period in twenty-five (25%) percent of the total available rooms effective January 1, 2018, and fifty (50%) percent of the total available rooms effective January 1, 2019.
- (c) On-site management shall be available twenty-four (24) hours a day.

- (d) Each guest room shall be provided regularly-scheduled maid and housekeeping services. Such services shall be provided at least once every three (3) days during any consecutive occupancy and at least once between each occupancy.
- (e) In-room telephone service for emergency response purposes shall be provided in all guest rooms of the hotel, motel or motor lodge.
- (f) Persons responsible for the renting of a room in any hotel, motel or motor lodge shall provide their name and permanent address, as verified by presentation of a valid driver's license or other valid identification, and the license number, state of license, make, model and year of any vehicle parked on-site or off-site. The registration information shall also include the dates of occupancy, length of stay and room rate. Such information shall be maintained for at least one year past the last day of stay of the guest.
- (g) No room, suite or bed shall be assigned or rented more than twice within any twenty-four (24) hour period.
- (h) The property owner, operator or manager shall comply with the provisions of Chapter 3.12 of Title 3 of the King City Municipal Code pertaining to the responsibility for the collection of transient occupancy tax.
- (i) The business of the hotel, motel or motor lodge shall be conducted, at all times, in a manner that will allow the safe and quiet enjoyment of the surrounding neighborhood which includes, but is not limited to, security and operational measures to comply with this requirement.
- (j) The property owner, operator or manager shall comply with all of the provisions of the King City Municipal Code.

Section 7.65.103 Application to Existing Businesses.

The requirements of this Chapter shall apply to all hotels, motels and/or motor lodges in the City, whether it is new or was in existence prior to the effective date of this Ordinance.

Section 7.65.104 Application to Existing Tenants.

- (a) Nothing in this Chapter shall require an existing tenant of a long-term occupancy, established prior to the effective date of this Chapter, to move out of a unit they are already occupying. Those pre-existing long-term occupancies may continue pursuant to the terms of the existing lease or agreement, until that tenancy terminates by its own terms under the law.
- (b) Whenever a long-term occupancy terminates, for whatever reason, the property owner, operator or manager shall not re-lease, rent or let, or

otherwise provide that unit for a new long-term occupancy, except to the extent permitted pursuant to the mandatory requirements of this Chapter.

Section 7.65.105 Termination of Tenancy.

The provisions of this article shall not be used to terminate a tenancy in violation of the requirements of California Civil Code Section 1940 et seq.

Section 7.65.106 Violations.

In addition to the penalties provided by this Chapter, each such person shall be guilty of a new and separate offense for each and every day during any portion of which any violation of the provisions of this Chapter, or the provisions of any Chapter adopted by reference within the King City Municipal Code is committed, continued, or permitted by such person and shall be punished accordingly.

In all cases where the same offense is made punishable or is created by different clauses or sections of the King City Municipal Code, the City Attorney may elect under which to proceed.

Section 7.65.107 Criminal Penalties and Enforcement.

Violations of the provisions of this Chapter, or the provisions of any Chapter adopted by reference within the King City Municipal Code for conduct that is not otherwise considered lawful under State law, shall be considered misdemeanors and are punishable in accordance with Chapter 1.04.010 of the King City Municipal Code. Each and every day, or portion thereof, a violation exists is a new and separate offense. The City may also pursue all applicable civil and administrative remedies, including but not limited to injunctive relief and administrative citations.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders the provisions of this Chapter, or the provisions of any Chapter adopted by reference within the King City Municipal Code unlawful, the City intends that the misdemeanor provision be severable from the remaining penalty provisions and the City will only pursue non-criminal remedies for violations of this Chapter.

Section 7.65.108 Administrative Penalties.

- (a) The administrative citation penalty for all violations of this Chapter, within a rolling twelve-month period, deemed Misdemeanors under the King City Municipal Code shall be as follows:
 - (1) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per violation;
 - (2) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per violation;

- (3) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per violation; and
 - (4) One thousand and no/100ths dollars (\$1,000.00) per violation for each subsequent administrative citation.
- (b) The administrative citation penalty for all violations of this Chapter, within a rolling twelve-month period, deemed Infractions under the King City Municipal Code shall be as follows:
- (1) First administrative citation: one hundred and no/100ths dollars (\$100.00) per violation;
 - (2) Second administrative citation: two hundred and no/100ths dollars (\$200.00) per violation;
 - (3) Third administrative citation: five hundred and no/100ths dollars (\$500.00) per violation; and
 - (4) Five hundred and no/100ths dollars (\$500.00) per violation for each subsequent administrative citation.

Section 7.65.109 Cost Recovery.

Failure to comply with the mandatory requirements of this Chapter and any other provision of the King City Municipal Code shall subject the property owner, operator and/or manager to the cost recovery provisions established within Chapter 7.51 of the King City Municipal Code.

Section 7.65.200 Liability.

Property owner, operator and/or manager of a hotel, motel or motor lodge shall be jointly and severally liable for the violation(s) of this Chapter, regardless of whether the City issues an administrative citation or initiates a code enforcement action.

Section 7.65.201 Severability.

If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after the effective dates identified within Chapter 7.65. Within thirty (30) calendar days after its adoption, the 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.

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 _____ 2017, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 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.