

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 28, 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. **Mayor's Commendation Honoring Wesley Beebe**
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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 November 14, 2017 Council Meeting
Recommendation: approve and file.
- B. City Monthly Treasurer's Report- October 2017
Recommendation: approve and file.
- C. Successor Agency Monthly Treasurer's Report- October 2017
Recommendation: approve and file.
- D. Public Financing Authority Monthly Treasurer's Report- October 2017
Recommendation: approve and file.
- E. City Check Register
Recommendation: approve and file.
- F. Consideration: Cancellation of Regular Meeting on December 26, 2017
Recommendation: cancel the regularly scheduled meeting on December 26, 2017.
- G. Consideration: Second Reading and Adoption 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 and Adoption of a finding of No Significant Effect Under CEQA Guidelines Section 15061(B)(3) and Class 1 Exemption Under CEQA Guidelines Section 15301
Recommendation: conduct the Second Reading by title only and adopt 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.
- H. Consideration: Public Service Easement to the City of King City At 602 South First Street
Recommendation: 1) accept public service easement as described in Exhibit A and B; 2) adopt Resolution No. 2017-4612 approving acceptance of public service easements at 601 South First Street.; and 3) grant City Manager signature authorization for minor changes to the public service easements if required by PG&E.

- I. Consideration: Pavement Management Program Funding Agreement Recommendation: 1) adopt Resolution No. 2017-4613 to enter into a Pavement Management Program funding agreement between the Transportation Agency for Monterey County (TAMC) and City of King; and 2) grant the City Manager signature authorization for items related to the Pavement Management Program.

- J. Consideration: Award of Contract for Consulting Services Airfield Electrical Improvements (Airport Improvement Project 2017 FAA Grant) Design Phase Recommendation: 1) approve the award of contract to Kimley-Horn for the Airfield Electrical Improvements and Bid Assistance Services in the amount not to exceed \$128,500, and 2) authorize City Manager to execute the contract and make any changes as necessary approved as to form by the City Attorney; 3) and authorize the City Manager to approve any other related documents necessary to process the grant funds.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

None

12. CITY COUNCIL CLOSED SESSION

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

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

13. ADJOURNMENT

The logo for the City of King, featuring the words "City of King" in a highly decorative, gothic-style font. The letters are intertwined with ornate flourishes and scrollwork. The logo is centered at the top of the page, within a large, intricate border that frames the entire document. The border is composed of repeating decorative elements, including floral motifs, scrolls, and what appear to be small figures or symbols, creating a rich, textured frame.

MAYOR'S COMMENDATION

Honoring
Wesley Beebe

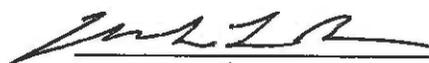
Whereas, Wesley Beebe is a talented architect, whose work has had a major impact on the betterment of King City; and

Whereas, Wesley Beebe is a long-time resident of King City who is committed to the community; and

Whereas, Wesley Beebe has unselfishly contributed his time and talents for the sole purpose of improving the community; and

Whereas, these efforts have included providing design ideas and drawings for downtown façade enhancement projects, coordination of public mural project proposals, and volunteer damage assessment services for the City's disaster preparedness team.

NOW, THEREFORE, BE IT PROCLAIMED the City of King commends and expresses our appreciation to Wesley Beebe for his service in improving and beautifying the community.

A handwritten signature in black ink, appearing to read "Mike LeBarre". The signature is fluid and cursive, with a horizontal line drawn underneath it.

Mike LeBarre
Mayor

**City Council Meeting
November 14, 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; City Attorney Shannon Chaffin; Police Chief Robert Masterson; Admin. Asst./Deputy City Clerk, Erica Sonne

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

- A. Housing Authority Presentation by Commissioners Kathieen Ballesteros (Chairperson) and Elizabeth Williams

For 75 years the Housing Authority has been providing affordable housing for people in Monterey County. Affordable housing however is still in need. The Commissioners wanted to make aware to the Council and the King City Community what Housing Authority Projects are happening currently and what is possible in King City. They are always open to new development for affordable housing. They build Low, Very low, Farmworker housing and Market Rate.

6. PUBLIC COMMUNICATIONS:

Benjamin Martinez, homeowner at San Antonio Gardens, would like to see if Council can help with their water bill. He feels there needs to be some meters put in. They have a defunct homeowner's association.

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon nothing to report.

Council Member Acosta stated Four Cities for Peace is on hiatus until after the first of the year.

Mayor Pro Tem Victoria had an AMBAG last week and they are using King City as a model for what we are doing with our streets. He thanked everyone for their help with the block parties. He feels they were a great success.

Council Member Cullen stated that the art installation in Town Square is by a local artist Chris Nelson. Monterey Pops concert was a great event. King City Community Recycling Event 8a.m. City wide clean-up 8-9a.m. this Saturday November 18, 2017.

Mayor LeBarre on November 2, attended the Annual CALACT Conference and was a guest panelist. He also attended the California Transit Association (CTA) Annual Conference in Riverside.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams attended the MBASIA conference and King City is in good standing now. City Hall and Police Department is supporting the Monterey County Food Bank for the Holiday Food Drive. Security cameras, are getting close to installing the last cameras. A dedication to this system is coming. King City in Bloom is installing planters in front of City Hall.

City Attorney Shannon Chaffin nothing to report at this time.

9. CONSENT AGENDA

- A. Meeting Minutes of October 24, 2017 Council Meeting
- B. Meeting Minutes of November 6, 2017 Special Council Meeting
- C. City Check Register
- D. Consideration: Memorandum of Understanding for Greenfield-King City Major Crimes Unit
- E. Consideration: Entering into a Pipeline Crossing Agreement with Union Pacific Railroad Company and Granting the City Manager Signature Authorization
- 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)

Action: Motion to approve consent agenda with corrected minutes by Acosta 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:

Mayor spoke to Item E this piece of pipe helps get more housing.

Council Member Acosta spoke to Item D congratulated the Police Chief and City Manager on the Major Crimes Unit.

10. PUBLIC HEARINGS:

- A. Consideration: Submittal of a Community Development Block Grant (CDBG) Application

City Manager Adams introduced this item.

Lorie Adams further introduced this item.

Mayor LeBarre opened the Public Hearing,

Karen Jernigan spoke in support of the sidewalk improvement portion of the grant. She walks around town a lot and she has had people down at the hospital where we need sidewalk repairs and places for wheelchairs to be able to go. She believes sidewalks build a community with more people walking.

Mayor LeBarre closed the public hearing.

Action: Motion to approve the resolution approving submittal of a Community Development Block Grant 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:

- 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

City Manager Adams introduced this item.

Mayor LeBarre opened the Public Hearing

Lance Bassetti, Elkhorn Packing, he has been working very hard to find housing for ag workers. He would like to see no cap put on until more housing is available.

Deep Desai, Keefer's Inn and Super 8, he hasn't seen any complaints, he would like to see them. Firefighters stay more than a month and there was no problem. We don't have enough housing or workers to work in the fields. He collected more tax dollar after H2A came to our town. The issue is the cap. Lawsuit for checking in and out and he wants to know if the City will take a liability to support them.

Bobby Patel, he is concerned about the cap on 75%. He stated that the ag workers are buying things around town we are going to lose this. He doesn't understand how the occupant can move out of the room just change it on paper and not have to move out for real. According to law supposed to move out for a day.

Another motel owner read a message from his daughter.

Mayor LeBarre closed the public hearing.

Council Member Cullen stated that there are two issues. The TOT tax he feels it is necessary to collect. The caps is the other issue which were designed to ease into using Hotel & Motels for the purpose they were meant for.

Mayor Pro Tem Victoria stated that the housing problem is going to affect ag worker housing. He can't support this when a business is going to not make money. Ag workers spend money in the City and he supports what the motel owners do.

Council Member Acosta she doesn't like this being pitted against the ag worker housing. She feels this is a separate issue to enforcing policy. She appreciates the motel workers and realizes they are hard workers. She feels that there needs to be a compromise. She stated that this will be revisited again if it doesn't work. She is in favor of moving this policy forward.

Mayor LeBarre stated that this is not a King City only problem. He further stated this policy will not kick out anyone. He realizes that there is not enough housing. There has to be rules and regulations and a hotel is no longer a hotel when it is more than 75% long term stay and so then it can be a used as an apartment building but will have to follow those rules. He supports this decision.

Council Member DeLeon asked the City Attorney do any of the proposals go against existing state law. City Attorney stated that the Ordinance is consistent with state law. He stated that we have a housing shortage and we have ag workers that need housing. He feels that this ordinance is a good compromise. He feels we all need to work together and we would be able to house the ag workers with in these rules and regulations. No one is kicking anybody out, no one is against anybody, 75% is a huge compromise. Converting rooms is a big cost, to turn rooms into suites will take up more of the rooms. We will revisit this in two years. He appreciates ag workers and motel owners, he knows what that struggle is. He feels this is a fair compromise.

City Attorney Chaffin explained a change in the CEQA language of the Ordinance reading it in to the record.

Action: Motion to 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 with the changes read into the record by the City Attorney by LeBarre and seconded by Acosta.

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

NOES: Council Members: Mayor Pro Tem Victoria

ABSENT: Council Members:

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 7:01pm. to closed session reading into the record the following

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

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(B)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

**RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT –
OCTOBER 2017**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

There is no fiscal impact as a result of this action

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL
MONTHLY TREASURER'S REPORT – OCTOBER 2017
NOVEMBER 28, 2017
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ALTERNATIVES:

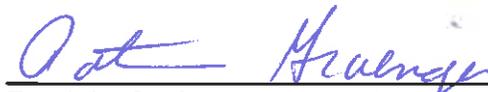
The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by:



Patricia Grainger, Accountant

Approved by:



Steven Adams, City Manager

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

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
State of California LAIF - City	Pooled	1.07%	2,278,895.85	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	3,343,171.29	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	146,592.22	On Demand	N/R
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			5,861,079.43		
Total Cash and Investments			5,861,079.43		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 11/28/2017. Cash flow liquidity is still limited.

SIGNED: 
City Treasurer



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: PATRICIA GRAINGER, ACCOUNTANT

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

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/SUCCESSOR AGENCY
SA MONTHLY TREASURER'S REPORT – OCTOBER 2017
NOVEMBER 28, 2017
PAGE 2 OF 2**

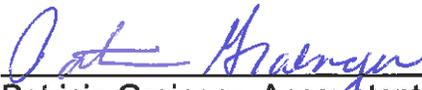
ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

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

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	Investment Type				
Wells Fargo Bank	SA Checking Account		1,408,213.20	On Demand	N/R
Invested by City Treasurer (Subtotal):			1,408,213.20		
Invested by Trustees (as of October 2017 Statements)					
Bond Reserves (1)					
<u>U.S. Bank - 2011 TARB</u>					
US Bank Money Market Ct	Escrow Fund #5050	0.00%	5,628,131.17	8/1/2034	5,628,131.17
<u>U.S. Bank - 2016 A & B TARB</u>					
US Bank Money Market Ct	Debt Service Fund #5000	0.00%	51.54	3/31/2025	51.54
US Bank Money Market Ct	Interest Account #5001	0.10%	9,236.18	3/31/2025	9,236.18
US Bank Money Market Ct	Cost of Issu Acct. #5009	0.10%	0.00	3/31/2025	0.00
<u>U.S. Bank - 2016 TARB</u>					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	64.99	3/31/2025	64.99
US Bank Money Market Ct	Interest Account #6001	0.00%	520.59	9/30/2016	520.59
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,606.81	3/31/2025	319,606.81
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Escrow Fund #6050	0.39%	0.00	9/30/2016	0.00
Market Value Provided by U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			5,957,611.28		
Total Cash and Investments			7,365,824.48		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 11/28/2017. Cash flow liquidity is still limited.

SIGNED: _____

City Treasurer

Note:

(1) Bonds



Item No. 9(D)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: NOVEMBER 28, 2017
TO: HONORABLE CHAIR AND MEMBERS OF THE AUTHORITY
FROM: STEVEN ADAMS, SECRETARY
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CONSIDERATION OF MONTHLY TREASURER'S REPORT – OCTOBER 2017

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

**CITY COUNCIL/PUBLIC FINANCING AUTHORITY
MONTHLY TREASURER'S REPORT – OCTOBER 2017
NOVEMBER 28, 2017
PAGE 2 OF 2**

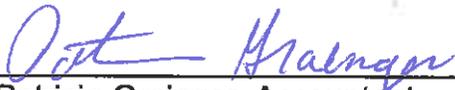
ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

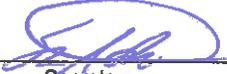
Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

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

Investment Instrument	Yield	Amount	Maturity	Value
Invested by City Treasurer				
	Investment Type			
Wells Fargo Bank		1,425.40	On Demand	N/R
State of California LAIF- Financing Authority		8.50	On Demand	N/R
Invested by City Treasurer (Subtotal):	0.92%	1,433.90		
Total Cash and Investments		1,433.90		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 11/28/2017. Cash flow liquidity is still limited.

SIGNED:  _____
Secretary



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: STEVEN ADAMS, CITY MANAGER
BY: PATRICIA GRAINGER, ACCOUNTANT
RE: CONSIDERATION OF CITY CHECK REGISTER

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/CITY
CITY CHECK REGISTER
NOVEMBER 28, 2017
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Patricia Grainger, Accountant

Approved by: 
Steven Adams, City Manager

Check Register Report

Nov 1, 2017 (FY 2017-18)

Date: 11/01/2017

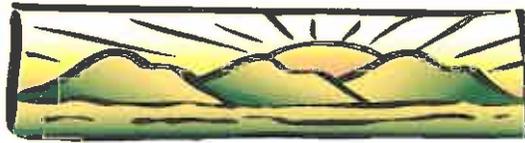
Time: 12:22 pm

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							
59771	11/01/2017	Printed		CRAIG/CHRI	CHRISTOPHER CRAIG	Settlement	38,000.00
Total Checks: 1						Checks Total (excluding void checks):	38,000.00
Total Payments: 1						Bank Total (excluding void checks):	38,000.00
Total Payments: 1						Grand Total (excluding void checks):	38,000.00



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

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CANCELLATION OF REGULAR MEETING
ON DECEMBER 26, 2017**

RECOMMENDATION:

It is recommended that the City Council cancel the regularly scheduled meeting on December 26, 2017.

BACKGROUND:

The City Council has traditionally cancelled the second regularly scheduled meeting in December. This year, this meeting would fall on the 26th of December.

DISCUSSION:

It is proposed to close City Hall the week between the Christmas and New Year's Day holidays as has been done the last few years. Therefore, staff would not be available for the regularly scheduled meeting. Cancelling the meeting allows the Council and staff to enjoy the holidays with their families and friends. Given the holidays, it would also be difficult for staff to prepare the necessary agenda materials for the meeting.

COST ANALYSIS:

Cancelling the meeting will likely result in a minor decrease in costs.

**CITY COUNCIL
CONSIDERATION OF CANCELLATION OF REGULAR MEETING ON
DECEMBER 26, 2017
NOVEMBER 28, 2017
PAGE 2 OF 2**

ALTERNATIVES:

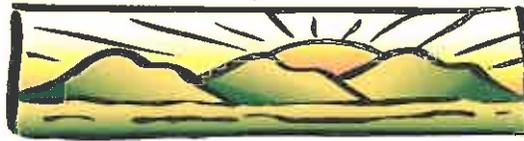
The following alternatives have been identified for City Council consideration:

1. Cancel the December 26, 2017 regularly scheduled meeting;
2. Reschedule the meeting to an alternate date;
3. Do not cancel the meeting; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



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

Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ADDING 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 AND ADOPTION OF A FINDING OF NO SIGNIFICANT EFFECT UNDER CEQA GUIDELINES SECTION 15061(B)(3) AND CLASS 1 EXEMPTION UNDER CEQA GUIDELINES SECTION 15301

RECOMMENDATION:

It is recommended the City Council conduct the Second Reading, by title only, and adopt 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. The draft Ordinance was presented to and introduced by Council at the November 14, 2017 meeting.

CITY COUNCIL

CONSIDERATION OF SECOND READING AND ADOPTION 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 AND ADOPTION OF A FINDING OF NO SIGNIFICANT EFFECT UNDER CEQA GUIDELINES SECTION 15061(B)(3) AND CLASS 1 EXEMPTION UNDER CEQA GUIDELINES SECTION 15301

NOVEMBER 28, 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 SECOND READING AND ADOPTION 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 AND ADOPTION OF A
FINDING OF NO SIGNIFICANT EFFECT UNDER CEQA GUIDELINES
SECTION 15061(B)(3) AND CLASS 1 EXEMPTION UNDER CEQA
GUIDELINES SECTION 15301
NOVEMBER 28, 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 re-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.

Submitted and 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 existing facilities involving negligible or no expansion of use beyond that existing at the time of this determination. (CEQA Guidelines § 15301.)

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

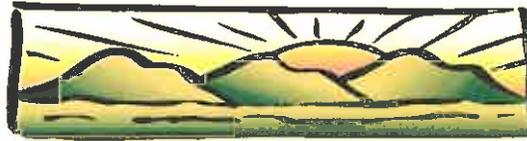
CITY OF KING

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.



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

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEERS

RE: CONSIDERATION OF PUBLIC SERVICE EASEMENTS TO THE CITY OF KING CITY AT 602 SOUTH FIRST STREET

RECOMMENDATION:

It is recommended City Council: 1) accept public service easements as described in Exhibit A and B; 2) adopt Resolution No. 2017-4612 approving acceptance of public service easements at 601 South First Street and; 3) grant the City Manager signature authorization for minor changes to the public service easements if required by PG&E.

BACKGROUND:

The 2015 King City Sanitary Sewer Infrastructure Improvements included the following work:

- o Installation of new sanitary sewer pipe, new sanitary sewer manholes and connection to existing laterals from the Wastewater 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.
- o Installation of a Lift Station on the south side of the First Street Bridge.

Easements were acquired for the installation and maintenance of the lift station. The City requested a service connection from PG&E. The service connection route designed by PG&E ran outside the acquired easement. The proposed public service easement will encompass all public utilities required to run and maintain the sanitary sewer lift station.

DISCUSSION:

These easements are necessary to complete the overall sewer project improvements, as well as to connect the Lonoak sewer line to the existing sewer line on South First Street. This expansion of the sanitary sewer collection system

**CITY COUNCIL
CONSIDERATION OF PUBLIC SERVICE EASEMENTS TO THE CITY OF KING
CITY AT 602 SOUTH FIRST STREET
NOVEMBER 28, 2017
PAGE 2 OF 2**

will facilitate service to the area east of First Street along Lonoak Road. These Public Service Easements will allow PG&E to provide a service connection to the existing sewer lift station. Once the lift station is operational, it will enable the city to approve sewer connections to the new sewer lines installed south of the First Street Bridge and allow for 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 Wastewater Collection System. Once the system is in place sewer fees will be collected.

ENVIRONMENTAL REVIEW:

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 staff's recommendations;
2. Modify and approve the proposed Resolution;
3. Do not approve staff's recommendations; or
4. Provide other direction to staff.

Exhibits:

1. Resolution 2017-4612
2. Legal Descriptions and Plats

Submitted by: _____


Octavio Hurtado, Hanna & Brunetti, City Engineers

Approved by: _____


Steven Adams, City Manager

RESOLUTION No. 2017-4612

ACCEPTANCE OF PUBLIC SERVICE EASEMENT ON AND ACROSS A PORTION OF LOT 1 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE (LOT LINE ADJUSTMENT) RECORDED 6/13/2011 IN DOCUMENT 2011032840 OF OFFICIAL RECORDS OF MONTEREY COUNTY (602 SOUTH FIRST STREET)

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 and lift station have been installed on South First Street and Lonaok Road with the exception of the railroad crossing.

WHEREAS, the lift station requires a service connection on private property.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That the City accepts the Public Service Easement at 602 South First Street and grants the City Manager signature authorization for minor changes to the Public Service Easement if required by PG&E.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 28th 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

EXHIBIT A

LEGAL DESCRIPTION TO ACCOMPANY
A DEDICATION OF A PUBLIC SERVICE EASEMENT
TO THE CITY OF KING

All that real property lying within the City of King, County of Monterey, State of California, being an easement, 30 feet wide, for access to and for the installation and maintenance of Public Service facilities and any appurtenances thereto lying under, over, on and across a portion of Lot 1 as described in that Certificate of Compliance (Lot Line Adjustment/Merger) recorded 6/13/2011 in Document: 2011032840 of Official Records of said County, being more particularly described as follows:

Beginning at the southeast corner of said Lot 1; thence along the southeasterly boundary of said Lot South 60°46'40" West 30.10 feet to a point; thence leaving said boundary North 33°49'45" West 62.86 feet to a point; thence North 31°32'22" West 28.10 feet to a point; thence North 58°27'38" East 30.00 feet to a point on the northeasterly boundary of said Lot; thence along said boundary South 31°32'22" East 27.50 feet to an angle point thereof; thence continuing along said boundary South 33°49'45" East 64.68 feet to the **Point of Beginning**.

End of Description

As shown on **EXHIBIT B** attached hereto and made a part hereof.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act and is based on record data.


John K. King
P.L.S. 5809



11-2-17
Date

EXHIBIT B

PLAT TO ACCOMPANY A DEDICATION OF A PUBLIC SERVICE EASEMENT TO THE CITY OF KING BEING A PORTION OF LOT 1 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE (LOT LINE ADJUSTMENT/MERGER) RECORDED 6/13/2011 IN DOCUMENT: 2011032840 OF OFFICIAL RECORDS OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA

SCALE: 1" = 20'

16 SURVEYS 142

N58°27'38"E
30.00'

S31°32'22"E
27.50'

SOUTH FIRST STREET

N31°32'22"W
28.10'

DEDICATION OF
PUBLIC SERVICE EASEMENT

S33°49'45"E
64.68'

LOT 1
DOCUMENT: 2011032840
APN 235-031-006

N33°49'45"W
62.86'

P.O.B.

LEGEND

- EXISTING LOT LINE
- - - NEW EASEMENT LINE
- P.O.B. POINT OF BEGINNING

30.10'
S60°46'40"W

LOT 2
DOCUMENT: 2011032840
APN 235-031-005



John K. King
JOHN K. KING, P.L.S.
11-2-17

DATE

JN 112107



HANNA-BRUNETTI
EST 1910

CIVIL ENGINEERS • LAND SURVEYORS
CONSTRUCTION MANAGERS

7953 EGGLEDDERRY ST. | GILROY, CA 95020
408.642.2173

Project: 112107dwg
Parcel Map Check

Thu November 02 12:57:07 2017

Parcel name: PSE

North: 9997.0611	East : 9994.7462
Line Course: S 60-46-40 W Length: 30.10	North: 9982.3663 East : 9968.4770
Line Course: N 33-49-45 W Length: 62.86	North: 10034.5842 East : 9933.4816
Line Course: N 31-32-22 W Length: 28.10	North: 10058.5333 East : 9918.7829
Line Course: N 58-27-38 E Length: 30.00	North: 10074.2258 East : 9944.3513
Line Course: S 31-32-22 E Length: 27.50	North: 10050.7881 East : 9958.7362
Line Course: S 33-49-45 E Length: 64.68	North: 9997.0584 East : 9994.7447

Perimeter: 243.23 Area: 2,747 sq. ft. 0.06 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
 Error Closure: 0.0031 Course: S 28-31-12 W
 Error North: -0.00271 East : -0.00147
 Precision 1: 78,464.52

♀



EXHIBIT A

**LEGAL DESCRIPTION TO ACCOMPANY
A DEDICATION OF A PUBLIC SERVICE EASEMENT
TO THE CITY OF KING**

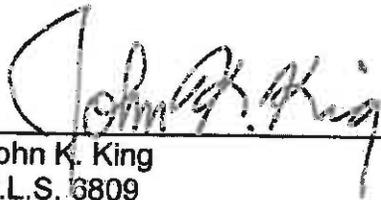
All that real property lying within the City of King, County of Monterey, State of California, being an easement, 10 feet wide, for access to and for the installation and maintenance of Public Service facilities and any appurtenances thereto lying under, over, on and across a portion of Lot 1 as described in that Certificate of Compliance (Lot Line Adjustment/Merger) recorded 6/13/2011 in Document: 2011032840 of Official Records of said County, being more particularly described as follows:

Beginning at a point on the southeasterly boundary of said Lot, said point being South 60°46'40" West 30.10 feet from the southeast corner of said Lot; thence continuing along said boundary South 60°46'40" West 120.00 feet to a point; thence leaving said boundary North 29°13'20" West 10.00 feet to a point; thence North 60°46'40" East 119.19 feet to a point; thence South 33°49'45" East 10.03 feet to the **Point of Beginning**.

End of Description

As shown on **EXHIBIT B** attached hereto and made a part hereof.

This description was prepared by me or under my direction pursuant to the requirements of the Professional Land Surveyor's Act and is based on record data.



John K. King
P.L.S. 6809



11-2-17
Date

EXHIBIT B
PLAT TO ACCOMPANY A DEDICATION OF A PUBLIC SERVICE EASEMENT TO THE CITY OF KING
BEING A PORTION OF LOT 1 AS DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE
(LOT LINE ADJUSTMENT/MERGER) RECORDED 6/13/2011 IN DOCUMENT: 2011032840
OF OFFICIAL RECORDS OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA

SCALE: 1" = 30'



16 SURVEYS 142

LOT 1
DOCUMENT: 2011032840
APN 235-031-006

SOUTH FIRST STREET

**DEDICATION OF
 PUBLIC SERVICE EASEMENT**

N60°46'40"E

120.00'

119.19'

S60°46'40"W

150.10'

30.10'

P.O.B.

LOT 2
DOCUMENT: 2011032840
APN 235-031-005

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00'	N29°13'20"W
L2	10.03'	S33°49'45"E

LEGEND

- EXISTING LOT LINE
- - - - - NEW EASEMENT LINE
- P.O.B.** POINT OF BEGINNING



John K. King

JOHN K. KING, P.L.S.

11-2-17

DATE

JN 112107

HANNA-BRUNETTI
 EST. 1910

CIVIL ENGINEERS • LAND SURVEYORS
 CONSTRUCTION MANAGERS

7651 HIGLEBERRY ST. | GILROY, CA 95020
 408.842.2173

Project: 112107dwg
Parcel Map Check

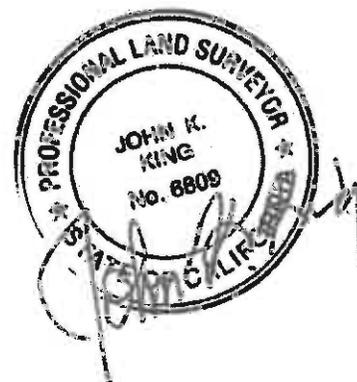
Thu November 02 14:08:36 2017

Parcel name: PSE 2

North: 9982.3677	East : 11558.8607
Line Course: S 60-46-40 W	Length: 120.00
North: 9923.7839	East : 11454.1327
Line Course: N 29-13-20 W	Length: 10.00
North: 9932.5112	East : 11449.2508
Line Course: N 60-46-40 E	Length: 119.19
North: 9990.6996	East : 11553.2718
Line Course: S 33-49-45 E	Length: 10.03
North: 9982.3676	East : 11558.8557

Perimeter: 259.23 Area: 1,196 sq. ft. 0.03 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0050 Course: S 89-28-51 W
Error North: -0.00005 East : -0.00501
Precision 1: 51,844.00



¶



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEERS

RE: CONSIDERATION OF PAVEMENT MANAGEMENT PROGRAM FUNDING AGREEMENT

RECOMMENDATION:

It is recommended City Council: 1) adopt Resolution No. 2017-4613 to enter into a Pavement Management Program funding agreement between the Transportation Agency for Monterey County (TAMC) and the City of King; and 2) grant City Manager signature authorization for items related to the Pavement Management Program.

BACKGROUND:

Measure X requires each local agency to have a Pavement Management Program (PMP) in order to receive funding. There are many agencies that do not have a current PMP. TAMC has proposed to coordinate a joint procurement of PMP services for those agencies that elect to participate in this joint effort. TAMC requested a letter of intent from interested agencies. King City submitted a letter of intent to participate in a joint procurement of PMP services. A total of nine of the 13 agencies, including the County of Monterey, have expressed interest.

A PMP is extremely important to planning street improvements. Appropriate maintenance of the City's street system can save a substantial amount of money in the long-term by preventing the need for expensive street reconstruction projects. A PMP surveys, records and tracks pavement condition for each street based upon a pavement condition index (PCI) and then establishes an annual maintenance schedule based upon the most efficient allocation of available revenues. The City's current pavement management program has not been updated for approximately 12 years and thus is currently not usable. A street improvement 5-year capital improvement project was approved by the City

**CITY COUNCIL
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Council at the September 12, 2017 meeting. However, it was discussed at that time that changes will likely be made based upon the results of the PMP.

DISCUSSION:

Measure X requires each jurisdiction to submit regular reports on the conditions of the streets and roads to ensure timely repairs and to keep the public informed. The options are for each jurisdiction to independently develop their own PMP or to participate in a coordinated joint procurement effort with TAMC as the lead agency. TAMC will assist the participating agencies to procure the first year services necessary to develop a PMP and to provide additional support as needed to meet the requirements of Measure X.

The PMP will be developed in two phases. Phase 1 includes the acquisition of software and database setup. TAMC will execute a Technical Support Service agreement with the Metropolitan Transportation Commission (MTC). MTC StreetSaver pavement management software was selected by the Agencies since it meets the requirements of Measure X and provides the opportunity for local technical support and training. It is widely used in the Bay area and is currently used by several local agencies, which will allow compatibility within the region. MTC will provide the following tasks of the Technical Support Service agreement which include:

- StreetSaver Software Licenses
- Database Setup & Conversion
- Software Support Plan
- Training Service Plan
- GIS Mapping Integration and Linkage

Phase 2 will release a Request for Proposals for consulting services necessary to develop a PMP. The selected consultant will survey the street conditions and provide professional and technical services in developing the PMP, using the latest version of the StreetSaver software. The selected consultant will provide following tasks:

- Pavement Condition Surveys of the Streets
- Suggested Maintenance & Repair Strategies
- Budget Needs Analysis & Funding Scenarios
- On-site Technical Training
- Assistance with Final Reports & Council Presentations

TAMC will be the responsible agency for procuring and overseeing both phase 1 and phase 2.

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It is expected that the first phase will take 1 to 2 months from the notice to proceed. The second phase consultant services will take 2 to 3 months to complete the Request for Proposal process. The pavement condition surveys and delivery of the full scope of the consultant services will then take 8 to 10 months from the notice to proceed.

COST ANALYSIS:

Funding for the project will be paid by Measure X funds. Measure X allocates 60% of funds received to local road maintenance, pothole repairs and safety. These funds are distributed to each local agency in compliance with the approved ordinance. The development of a PMP is an eligible expense that may be funded by TAMC prior to distribution of funds to the City. King City will be responsible for its fair share of the overall costs for the acquisition of the pavement management software and database setup services necessary to develop the program. The City of King's proportional cost for phase 1 is \$5,024. The estimated cost for phase 2 is between \$10,581 and \$13,390 and is subject to the bid process.

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 1 which exempts operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses, section 15301 because this will be providing an assessment of the condition of existing road 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 staff's recommendations;
2. Modify and approve the proposed Resolution;
3. Do not approve staff's recommendation and direct staff to solicit proposals to prepare its own independent PMP; or
4. Provide other direction to staff.

Exhibits:

1. Resolution 2017-4613
2. Measure X Pavement Management Funding Agreement

**CITY COUNCIL
PAVEMENT MANAGEMENT PROGRAM FUNDING AGREEMENT
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Submitted by: 
Octavio Hurtado, Hanna & Brunetti, City Engineers

Approved by: 
Steven Adams, City Manager

RESOLUTION No. 2017-4613

**SIGNITURE AUTHORIZATION TO ENTER INTO MEASURE X PAVEMENT
MANAGEMENT PROGRAM FUNDING AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE CITY OF KING**

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

WHEREAS, the City will be receiving its proportional share of Measure X funds;
and

WHEREAS, the City entered into a Master Programs Funding Agreement setting
forth the mutual obligations and rights of TAMC and the City with respect to the
allocation of Measure X funds.

and

WHEREAS, one of the City's obligations under the Master Agreement is to
develop a Pavement Management Program, or participate in the development of a
regional Pavement Management Program, developed by TAMC.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That the City of King enter into a Measure X Pavement Management
Program Funding Agreement to develop a Pavement Management Program.
2. That the City Manager is granted signature authorization for items related to
the Pavement Management Program.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting
duly held on the 28th day of November, 2017, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Measure X
Pavement Management Programs Funding Agreement
between the
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND
CITY OF KING

This Pavement Management Programs Funding Agreement (“Agreement”) is effective the 28th of November, 2017, and is entered into by and between the Transportation Agency for Monterey County (“TAMC”) and City of King (“CITY”).

RECITALS

1. On November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax (“Measure X”).
2. The duration of the Measure X sales tax will be 30 years from the initial year of collection, which will begin April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in TAMC’s Transportation Safety and Investment Plan (the “Measure X Investment Plan”), as it may be amended.
3. On DATE, 2017, CITY entered into a Master Programs Funding Agreement (“Master Agreement”) setting forth the mutual obligations and rights of TAMC and CITY with respect to the allocation of Measure X funds.
4. One of CITY’s obligations under the Master is to develop a Pavement Management Program, or participate in the development of a regional Pavement Management Program, developed by TAMC.
5. CITY has chosen to participate in a regional Pavement Management Program and this Agreement confirms CITY’s participation in the costs of the development of such Program.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

SECTION I
PAVEMENT MANAGEMENT CONVERSION AND SET UP

1. TAMC, after consultation with CITY, has selected the proprietary software known as “Street Saver,” developed by the Metropolitan Transportation Commission (MTC), to be

used as a regional pavement management program, and has arranged with MTC to obtain services as a group (the "TAMC Group")

2. CITY has received a copy of an "Order Acknowledgment" prepared by the MTC for the use of "Street Saver" by CITY and others in the TAMC Group. A copy of this "Order Acknowledgement" is attached hereto as Exhibit A.
3. CITY agrees to pay its fair share of the costs identified in Exhibit A, which amount is anticipated not to exceed Five Thousand and Twenty Four dollars (\$5,024.00), and is based upon a combination of centerline miles within CITY, a proportionate share of annual fees, and a fair share of one-time set up fees. The specific allocation of CITY's costs is described in Exhibit B, and incorporated herein as though fully set forth.
4. CITY acknowledges that additional costs may be incurred in the conversion and set up of Street Savers on its behalf, and agrees to pay such additional costs as may be necessary, as reasonably determined by CITY, MTC and TAMC.
5. CITY also acknowledges that it may seek additional services from MTC and agrees that it will pay such additional costs.

SECTION II ADDITIONAL CONSULTANT SERVICES

1. CITY acknowledges the possible need for additional consultant services for pavement condition surveys, budget analyses, trainings and reports.
2. TAMC, at its expense, shall issue a Request for Proposals (RFP) for such services to be provided to all entities participating in the Street Saver pavement management program, in consultation with CITY and others, in order to achieve efficiencies of scale in such services. The RFP will request that any response include a breakdown of costs, both by task and by CITY.
3. TAMC shall consult with CITY in the selection of a consultant in response to such RFP, and CITY shall have the discretion to accept the selected consultant or not.
4. If CITY does not accept the selected consultant, CITY shall be obligated to provide or otherwise obtain such services as referenced in Section II., Paragraph 1, above, independently, and at CITY's own expense.
5. If CITY accepts the selected consultant, CITY shall reimburse TAMC for its share of consultant costs, as will be delineated in the agreement between TAMC and the selected consultant. Such reimbursement shall be made within thirty (30) days of TAMC's presentation to CITY of an invoice showing approval of and payment for the consultant's services. Prior to TAMC approval of consultant services with respect to CITY, TAMC shall confer with CITY.

6. CITY shall signify its discretion to accept or reject the consultant selected by TAMC by delivering to TAMC an executed version of either (a) a NOTICE OF REJECTION, in substantially the form attached hereto as Exhibit C, or (b) a REIMBURSEMENT AGREEMENT, in substantially the form attached hereto as Exhibit D.

III GENERAL PROVISIONS

- A. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.
- B. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein.
- C. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
- D. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- E. Notices. Notice required under this Agreement shall be delivered personally by facsimile, or by first-class postage pre-paid mail to CITY and TAMC at the addresses listed below. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CITY and TAMC shall give prompt notice of any change of address, including contact name and title. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

FOR CITY:

**Steven Adams
City Manager
212 South Vanderhurst Avenue
King City CA 93930
831-386-5917**

FOR TAMC:

**Debra L. Hale
Executive Director
55-B Plaza Circle
Salinas CA 93901
831-755-0903**

- F. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by both parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- G. Non-Assignment. Neither party hereto may assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other party.
- H. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.
- I. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.
- J. Construction of Agreement. The parties hereto agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

[Signatures on next page]

In Witness Whereof, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

City of King (CITY)

Transportation Agency for
Monterey County (TAMC)

By: _____
Steven Adams Date
City Manager

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Shannon L. Chaffin Date
City Attorney

By: _____
Robert M. Shaw
TAMC Counsel

EXHIBIT A

[STREETSAVER ORDER ACKNOWLEDGEMENT]

EXHIBIT B

ANTICIPATED FAIR SHARE COSTS OF KING CITY

TASK/USE	COST
1-yr StreetSaver Software Subscription (bundled rate):	\$1,350
1-yr Training Services Plan (bundled rate):	\$800
1-yr Software Support Plan (bundled rate):	\$800
Database Conversion:	\$1,200
GIS Integration:	\$390
GIS Linkage & Resegmentation (based on 30% network update):	\$358
Maintenance and Rehabilitation Update (assuming 30% network):	\$126
Total Cost:	\$5,024

EXHIBIT C

NOTICE OF REJECTION

Transportation Agency for Monterey County
ATTN: Hank Myers
55B Plaza Circle
Salinas, California 93901

SUBJECT: Rejection of Consultant re Regional Pavement Management Program

Dear Mr. Myers:

This will inform you that King City has chosen not to use the consultant selected by TAMC pursuant to that Request for Proposals dated September 28, 2017 for Pavement Management Program Consultant Services.

In accordance with Section II., Paragraph 4, of the Measure X Pavement Management Programs Funding Agreement, dated DATE, King City acknowledges its continuing obligation to meet the Measure X pavement management program requirements, and has arranged to obtain the required services as follows:

[DESCRIBE]

Please call NAME at PHONE, with any questions.

CITY SIGNATURE BLOCK

EXHIBIT D

REIMBURSEMENT AGREEMENT

WHEREAS, City of King (“CITY”) and the Transportation Agency for Monterey County (“TAMC”) entered into a Pavement Management Programs Funding Agreement (“PMP Funding Agreement”) dated DATE; and

WHEREAS, the PMP Funding Agreement provided that TAMC would issue a Request for Proposals for additional consultant services for payment condition surveys, budget analyses, trainings and reports (the “PMP RFP”); and

WHEREAS, the PMP Funding Agreement also provided that CITY would have the discretion to accept or reject the consultant selected by TAMC pursuant to that PMP RFP; and

WHEREAS, the CITY has considered the response to the PMP RFP proffered by the consultant selected by TAMC, with respect to CITY’s own needs;

NOW, THEREFORE,

1. CITY does hereby accept NAME as the provider of services set forth in the PMP RFP on behalf of CITY.
2. Pursuant to Section II., Paragraph 5, of the PMP Funding Agreement, CITY hereby agrees to reimburse TAMC for its share of consultant costs, as delineated in the agreement between TAMC and MTC, in an amount not to exceed Five Thousand Twenty Four dollars (\$5,024.00).
3. Such reimbursement shall be made within thirty (30) days of TAMC’s presentation to CITY of an invoice showing approval of and payment for the consultant’s services. Prior to TAMC approval of consultant services with respect to CITY, TAMC shall confer with CITY.
4. Both CITY and TAMC acknowledge that this Reimbursement Agreement is implementing a portion of the full PMP Funding Agreement, and the PMP Funding Agreement is hereby acknowledged and incorporated herein.

[signatures on next page]

In Witness Whereof, the parties have executed this Reimbursement Agreement by their duly authorized officers as of the date first written below.

City of King (CITY)

Transportation Agency for
Monterey County (TAMC)

By: _____
Steven Adams Date
City Manager

By: _____
Debra L. Hale Date
Executive Director

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Shannon L. Chaffin Date
City Attorney

By: _____
Robert M. Shaw Date
TAMC Counsel

Initial Program Costs - By Jurisdiction

Pavement Management Program Services
MTC Services and Consultant Services

10/9/2017
HM

Agency	Miles - Centerline	MTC Services**	Consultant Services*	Total Agency Costs - Low Estimate	MTC Services	Consultant Services*	Total Agency Costs - High Estimate
Carmel by the Sea	26.9	\$3,787	\$10,342	\$14,129	\$3,787	\$13,033	\$16,820
Del Rey Oaks	10.0	\$3,086	\$6,909	\$9,995	\$3,086	\$7,907	\$10,993
Greenfield	23.4	\$4,678	\$9,628	\$14,306	\$4,678	\$11,967	\$16,645
King City	28.1	\$5,024	\$10,581	\$15,605	\$5,024	\$13,390	\$18,414
Marina	78.0	\$3,301	\$20,723	\$24,024	\$3,301	\$28,523	\$31,824
Pacific Grove	55.9	\$6,819	\$16,221	\$23,040	\$6,819	\$21,811	\$28,630
Sand City	5.4	\$2,942	\$5,974	\$8,916	\$2,942	\$6,511	\$9,453
Seaside	68.3	\$5,075	\$18,738	\$23,813	\$5,075	\$25,569	\$30,644
Monterey County	1080.0	\$66,053	\$223,901	\$289,954	\$66,053	\$331,091	\$397,144
Total		\$100,765	\$323,017	\$423,782	\$100,765	\$459,802	\$560,567

*Pavement Survey at \$200 per mile

*Pavement Survey at \$300 per mile

** r1 revision



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: NOVEMBER 28, 2017

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

BY: MARICRUZ AGUILAR, ASSISTANT PLANNER

RE: CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING SERVICES AIRFIELD ELECTRICAL IMPROVEMENTS (AIRPORT IMPROVEMENT PROJECT 2017 FAA GRANT) DESIGN PHASE

RECOMMENDATION:

It is recommended the City Council: 1) approve the award of contract to Kimley-Horn for the Airfield Electrical Improvements and Bid Assistance Services in an amount not to exceed \$128,500, 2) authorize the City Manager to execute the contract and make any changes as necessary approved as to form by the City Attorney; 3) and authorize the City Manager to approve any other related documents necessary to process the grant funds.

BACKGROUND:

On July 19, 2017, the City released a Request for Qualifications ("**RFQ**") for airport professional services to design the electrical improvement project. The RFQ closed in August 7, 2017. On September 13, 2017, the Federal Aviation Administration ("**FAA**") offered the City of King a grant to rehabilitate the Medium Intensity Runway Lighting (MIRL) at Mesa Del Rey Airport (AIP Grant Number 3-06-0113-014-2017). On October 19, 2017 the Selection Committee conducted an evaluation of the RFQs, at which time Kimley-Horn was selected.

DISCUSSION:

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

- a. Qualifications of the firm and Key Personnel assigned to the project (Worth 25% Scored 25%).
- b. Experience and understanding of the FAA and Airport Improvement Program (AIP) funded projects (Worth 40% Scored 40%).

**CITY COUNCIL
CONSIDERATION OF AWARD OF CONTRACT FOR CONSULTING SERVICES TO
DESIGN AIRFIELD ELECTRICAL IMPROVEMENTS (AIP 2017 FAA GRANT) FOR
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- c. Current workload and demonstrated ability to meet schedule (Worth 10% Scored 9%).
- d. Project Understanding (Worth 25% Scored 24%).

On November 13, 2017, staff updated the Airport Advisory Committee of the upcoming proposed electrical improvements.

ALTERNATIVES

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Reject the Statement of Qualification and Re-advertise;
3. Do not approve proceeding with the project; or
4. Provide staff with other direction.

COST ANALYSIS

The awarded grant approved by the FAA is a total of \$138,000. Under the FAA guidelines, eligible projects are funded 90%. FAA will only help fund 90% of the total cost of the project and the City/Sponsor is responsible for the remaining 10%. The original total cost estimate of the project was \$153,333 of that 90% or \$138,000 is FAA grant award.

The actual contract cost of the design phase came in at \$128,500 which is under the awarded grant amount. The City will be notifying the FAA for processing of any adjustments of the grant amount. With the actual contract cost as negotiated, the total cost of the project is reduced to \$142,778 and local match \$14,278. Local Match funds will be used by in-kind City work, plan review and project management.

The State typically will pay half of the local match requirement. However, the City was notified that at this time in the funding cycle that there are no funding resources available for this project.

ENVIRONMENTAL REVIEW:

This project has already been environmentally assessed by the City. A Notice of Exemption ("**NOE**") was filed with the County of Monterey on January 19, 2017. The Project is a Class 1 Categorical Exemption under the California Environmental Quality Act ("**CEQA**") Guidelines Section 15301-Existing Facilities. The Project involves exterior alterations involving electrical conduit at the Mesa Del Rey Airport. No

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expansions are proposed; only replacement and rehabilitation of existing damaged conduit and lighting. No further action under CEQA is required. Further, the City submitted a Documented Categorical Exclusion form to the FAA for consideration of this project. On August 3, 2017, the FAA sent a letter stating that the Project is Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Protection Act ("**NEPA**"). No further action under NEPA is required.

Exhibits:

1. Professional Service Agreement – Kimley-Horn

Prepared by: 
Octavio Hurtado, Hanna & Brunetti, City Engineer

Approved by: 
Steven Adams, City Manager

**STANDARD AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2017, by and between City of King ("the Client"), a California municipal corporation, and KIMLEY-HORN AND ASSOCIATES, INC., ("the Consultant").

NAME OF PROJECT: PREPARE BID DOCUMENTS FOR AIRFIELD ELECTRICAL IMPROVEMENTS ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in Exhibit A, which is attached and made a part of this Agreement ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to the Consultant's services for the Project.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, including performance requirements, budgetary limitations, and copies of all design and construction standards which the Client will require to be used or included in the drawings and specifications.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in Exhibit A), data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests

and inspection of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations; all of which Consultant may use and rely upon in performing services under this Agreement.

(e) Provide Consulting surveys to establish reference points for construction (except to the extent provided otherwise in Exhibit A).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Cause to be provided such accounting, legal, independent cost estimating and insurance counseling services as may be required for the Project.

(j) If the Client designates a person to represent it at the site other than Consultant or its agent or employee, set forth the duties, responsibilities and limitations of authority of the representative and the effect on the responsibilities of the Consultant in an exhibit to this Agreement before services begin.

(k) Furnish to the Consultant data or estimates as to the Client's anticipated costs for services to be provided by others as required for the Consultant to support opinions of probable total Project costs.

(l) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(m) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(n) Bear all costs incidental to the responsibilities of the Client.

(3) Period of Services. This Agreement has been made in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work timely after receipt of a fully executed copy of this Agreement and any required retainer amount. The times for performance shall be extended as reasonably necessary for

periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six (6) months (cumulatively) for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement may be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus reasonable actual costs.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services. Services undertaken or expenses incurred by the Consultant, which are authorized by the Client, exceeding any estimates shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and reasonable expenses incurred. Payment will be due within thirty (30) days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Client shall pay Consultant a time-price differential of one and one half percent (1.5%) per month of the outstanding amount of each invoice that is overdue for more than thirty (30) days. If the Client fails to make any payment due the Consultant under this or any other agreement within thirty (30) days after presentation, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including recording liens, to secure its right to payment.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within sixty (60) days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials_____

(7) Corporate Authority

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

(8). Records, Reports, and Release of Information

(a) Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to the Client and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Client to evaluate the performance of such services and shall keep such records for a period of three (3) years following completion of the services hereunder. The Client shall have full and free access to such books and records at all times during normal business hours of the Client, including the right to inspect, copy, audit and make records and transcripts from such records.

(b) Reports. Consultant shall periodically prepare and submit to the Client such reports concerning the performance of the services required by this Agreement or as the Client shall require.

(c) Confidentiality and Release of Information.

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

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

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

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

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

(9) Covenant Against Discrimination

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

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

(10) Non-liability of City Officers and Employees

No officer or employee of the Client shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the Client or for any amount, which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

(11) Attorneys' Fees

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

(12) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(13) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty (30) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is determined on an hourly basis, the amount payable to the Consultant shall be based on the time spent and expenses incurred on the Project to the effective date of termination. If the Consultant's compensation is a lump sum, the amount payable to the Consultant will be a proportional amount of the total fee based on a ratio of the

services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

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

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

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

(15) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

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

(17) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(18) Dispute Resolution. Prior to commencing any legal action the Parties shall engage in a good faith effort to mediate any dispute arising out of this Agreement. The Parties shall meet and confer in good faith to select a mediator. The mediation shall be conducted within the County of Monterey at a location agreed to by the Parties. The Parties shall split the cost of mediation equally, including the cost of hiring the mediator and securing the mediation location. Any agreement reached during the mediation and signed by the Parties shall be incorporated within this Agreement and be binding upon the Parties.

Should the Parties be unable to agree upon a mediator or reach an agreement during the mediation to resolve the dispute, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

(18) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(19) Hazardous Substances.

In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in Exhibit A of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(20) Assignment and Subcontracting.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken

pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.

(21) Confidentiality.

The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(22) Miscellaneous Provisions.

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

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

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

(d) **Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to

or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

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

CITY:

CITY OF KING, a municipal corporation

Mike Lebarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.
Signature: _____

OPTIONAL

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

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	<input type="checkbox"/> DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	SIGNER(S) OTHER THAN NAMED ABOVE
_____	_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	NUMBER OF PAGES
<input type="checkbox"/> TITLE(S) <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	DATE OF DOCUMENT
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

