AGENDA

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

TUESDAY MARCH 27, 2018
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. American Red Cross Month 2018 Proclamation
B. Officer of the Year 2018 Proclamation
C. Fireworks Draw
D. Prescribe Safe Initiative- Andria Ventura

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 March 13, 2018 Council Meeting
Recommendation: approve and file.

B. City Check Register
Recommendation: approve and file.

C. City Monthly Treasurer's Report- February 2018
Recommendation: approve and file.

D. Successor Agency Monthly Treasurer's Report- February 2018
Recommendation: approve and file.

E. Public Financing Authority Treasurer's Report- February 2018
Recommendation: approve and file.

F. Consideration: Notice of Completion – King Street Pocket Park
Recommendation: 1) approve Resolution No. 2018-4633 accepting completion of the King Street Pocket Park Project; 2) authorize City Manager to execute and file a notice of Completion with the Monterey County Recorder's Office; and 3) authorize City Manager to execute the Certificate of Final Completion.

G. Consideration: Amendment to Major Citywide Goals
Recommendation: approve by motion an amendment to the City's major citywide goals.

H. Consideration: City Facility Cabling Project
Recommendation: 1) approve an additional appropriation of $27,000 from the General Facilities, Vehicles and Equipment Fund for upgrade of cabling for City Hall, the Police Station and Recreation Center; and 2) approve the bid for $26,766 with Peak Communications to perform the work and authorize the City Manager to execute the purchase agreement.

I. Consideration: Changes to Police Administrative Positions
Recommendation: 1) adopt a Resolution reclassifying the Administrative Assistant to the Police Chief position to Executive Assistant to the Police Chief, creating a new part-time Police Clerk I classification, and amending the Classification Plan to reflect the changes and salary ranges; 2) adopt a Resolution approving a side letter of agreement with the King City Confidential Employees modifying the existing Memorandum of Understanding to reflect the change in position title; and 3) approve filling the existing full-time Police Clerk I position on a part-time basis at this time.

J. Consideration: Annual General Plan Report and Housing Element Annual Report
Recommendation: review and accept the Annual General Plan Progress and Housing Element Annual Reports.

K. Consideration: Agreement for Collection Services
Recommendation: 1) approve a consultant services agreement with Credit Consulting Services, Inc. (CCS) to provide collection services to the City, which is included as Exhibit 1; and 2) authorize the City Manager to execute the agreement and make non-substantive changes approved as to form by the City Attorney.

10. PUBLIC HEARINGS

A. Consideration: Urgency Ordinance Establishing a Temporary Moratorium on Allowing Agricultural Employee Housing Projects in the FSC and C-2 Zoning Districts
Recommendation: adopt the attached Urgency Ordinance which is an interim urgency ordinance establishing a forty-five (45) day moratorium on permitting of seasonal agricultural employee housing projects within the First Street Corridor (FSC) Zoning District and General Commercial (C-2) Zoning District.

11. REGULAR BUSINESS

A. Consideration: Airport Layout Plan Update for Mesa Del Rey Airport
Recommendation: approve the Airport Layout Plan Update prepared by Kimley-Horn.

B. Consideration: Reduction to Development Impact Fees
Recommendation: 1) adopt a Resolution reducing development impact fees for a three-year period; and 2) direct staff to contract with Revenue Cost Specialists to prepare recommendations for a new land use category in the development impact fee tables for a seasonal employee housing and appropriate $5,500 divided among different development impact fee funds proportionally.

C. Consideration: Amending the Municipal Code to Authorize Licenses for Non-Storefront Cannabis Retail Sales
Recommendation: provide staff direction regarding whether to prepare an amendment to the current commercial cannabis ordinance authorizing licenses activities for non-storefront cannabis retail sales.

12. CITY COUNCIL CLOSED SESSION

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

13. ADJOURNMENT

City of King

AMERICAN RED CROSS MONTH 2018

Proclamation

The American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover.

In King City, the Red Cross has a long history of helping our neighbors in need. The Central Coast Chapter assisted with local disasters, helping 159 families in the past year alone. They installed 1,627 smoke alarms. In our area, the Red Cross handles an average of 102 emergency military calls every year and collects an average of 6,936 units of blood from our generous blood donors.

March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in King City who give of themselves to assist their neighbors when they need a helping hand.

Across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration.

We dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, I, Mike LeBarre, Mayor of King City, by virtue of the authority vested in me by the Constitution and laws of King City and California, do hereby proclaim March 2018 as American Red Cross Month. I encourage all Americans to support this organization and its noble humanitarian mission.

Mike LeBarre
Mayor

City of King

Officer of the Year
Officer Joshue Partida

Whereas, *Detective Joshue Partida has worked with the King City Police Department since October of 2015; and*

Whereas, *Detective Partida was assigned to a temporary detective position in the Department in September 2017; and*

Whereas, *Detective Partida in a one-month period received field cases on six defendants, and while originally assigned to conduct the needed follow-up interviews, Detective Partida developed two additional suspects from the victim interview; and*

Whereas, *Detective Partida was assigned to the Major Crimes Unit at its inception and quickly solved a parental abduction case, resulting in the return of the child within 24 hours of his being assigned the case; and*

Whereas, *Detective Partida has investigated and solved a 1.5-million-dollar embezzlement case, which is currently being reviewed for a warrant; and*

Whereas, *in addition to his assigned duties Detective Partida serves as the president of the King City Peace Officers Association and was recommended for this honor by his peers and supervisors; and Detective Partida serves as a consistent example of the City organization's values by working diligently to serve the community in a caring, professional and highly effective manner.*

NOW, THEREFORE, BE IT HEREBY PROCLAIMED *that the City Council of the City of King congratulates Detective Joshue Partida for being selected as the City of King Police Department Officer of the Year and expresses its appreciation for his dedicated, caring and professional service to the community.*

Mike LeBarre
Mayor

City Council Meeting
March 13, 2018

1. CALL TO ORDER:

Regular Meeting called to order at 6:05pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Council Member Cullen.

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; Admin. Asst./Deputy City Clerk, Erica Sonne.

4. CLOSED SESSION ANNOUNCEMENTS:
None

5. PRESENTATIONS:
Legal Services for Seniors – Rena Shaw, Ms. Shaw spoke to office hours and locations stating they are weekly (every Tuesday) at Leo Meyer Center on Queen St. She went over what issues they help seniors with such as Consumer Fraud, Wills, Identity theft, Scams, Advance Health Care Directives. Legal Services for Seniors provides legal assistance and representation by licensed California attorneys and legal advocates to Monterey County seniors (60 years of age and above) at no cost. She explained that they are a nonprofit agency receiving funding from federal, municipal and state grants, private foundations, the State Bar of California, private individuals, and local businesses.

6. PUBLIC COMMUNICATIONS:
Residents who live in Rio Plaza Mobile Home park had a question about the garbage price going up and it was an $80 increase. They want to know if the council can help them with this issue. Council explained that they were unable to comment on this and directed staff to look into it.

Motion to change the order of the agenda items, Staff Communications before Council Communications by Council member Cullen, seconded by Mayor Pro Tem Victoria. Passed unanimously.

7. COUNCIL COMMUNICATIONS:
Council Member DeLeon stated nothing to report at this time.

Council Member Acosta stated nothing to report at this time.

Council Member Cullen stated he will not be here for the 2nd meeting in April. He also reported that the annual Chamber Awards dinner was a good time. Live auction raised $19,000 and silent auction $5,000 after expenses it will be about $10,000 fund raiser. Aerial Fireworks show is July 3rd around 9:30p.m.

Mayor Pro Tem Victoria stated he was invited to a meeting a couple of days ago at San Antonio Gardens apartment complex. More than half of the tenants got to vote for their reps so they have a new President and Vice President.

Mayor LeBarre thanked Karen Jernigan and her husband John for inviting him to a dinner for the mission walkers. Citizen of the year dinner was great! He will be gone the 17th thru the 20th for the APTA Legislative Conference in Washington DC. On March 21st there is the Fort Hunter Liggett Town Hall meeting. On the 6th of this month he did an interview with a NBC Bay Area television regarding our cannabis industry.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Adams stated that at the last meeting Council member Victoria brought up the issue of the waste management at Rio Plaza. The billing that the residents are speaking of is coming from the property management not waste management. Waste Management is trying to work with property management. City Manager Adams stated that he is looking into it but he doesn't have any answers yet. The city will do anything they can to help.

Ribbon cutting for the entrance sign is March 23rd at noon. Scheduling District Watch meetings being set for late April.

Assistant City Attorney Roy Santos had nothing at this time.

9. CONSENT AGENDA

A. Meeting Minutes of February 27, 2018 Council Meeting
B. City Check Register
C. Successor Agency Check Register
D. Consideration: Cancellation of July 24, 2018 Meeting
E. Consideration: Appointment to the Parks and Recreation Commission
F. Consideration: Appropriation for Amgen Tour of California Expenses
G. Consideration: Appropriation for New Race Pool Heater

Council member DeLeon would like to pull item G.

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

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

Mayor LeBarre thanked Evette Wheeler for stepping up and participating. Council member Acosta thanked her for participating on the Recreation Commission.

Council member DeLeon would like more information on the Race Pool Heater need. City Manager stated that staff has exhausted all the avenues and the only alternative is to get a new heater.

Council member Acosta is surprised that the heater that is there has lasted 22 years and she feels it is a necessary expenditure.

Action: Motion to approve consent agenda item G by DeLeon and seconded by Cullen.

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

10. PUBLIC HEARINGS:
None

11. REGULAR BUSINESS:

A. Consideration: King City Energy Innovation Project Update

City Engineer Octavio Hurtado introduced this item.

Dave Baldwin, ENGIE (Opterra), went over his PowerPoint and gave an update on the solar energy which produced a lot of environmental benefits equivalent of 167 tons of CO2 annually also removing 132 cars from the road, created jobs, and put in new street lights.

Mayor LeBarre asked for clarification on the months that were counted. Mr. Baldwin stated From October 1st through February the production is at 124%.

Council member Cullen asked about the expense side and if they were on point. Mr. Baldwin stated that there was one change order for the street lighting, so he feels that it is on point.

Karen Jernigan appreciates the council receiving updates and monitoring this as it is a huge project with lots of expense, she appreciates the monitoring station in the back to keep track of what is being generated and since this is a 30-year project and having transparency that we are really saving money she thinks is important.

City Manager stated that there will be annual reports.

B. Consideration: Amending the Municipal Code to Authorize Permits for Type 10 Cannabis License Activities Restricted to Non-Storefront Retail

Mayor LeBarre introduced this item with is PowerPoint. He is proposing a virtual type 10 license.

Council member Cullen would like to know the logistics of how it is being distributed. Mayor LeBarre stated that truck comes in and then the truck drives to whatever dispensary it is going to. When it gets to the retailer it goes for on-line sales or counter side. It only allows them to funnel thru our city for tax.

City Attorney clarified that you cannot stop a delivery truck from entering town. The type 10 license is for deliveries in city limits. The City can authorize deliveries within the jurisdiction or limit it to just outside the jurisdiction. The ordinance would need to change to have deliveries with in the City limits.

Mayor LeBarre would like to keep the ban on deliveries in the City limits.
Mayor LeBarre stated that it would depend on the medicinal tax.

Council member Acosta asked the City Attorney if this would leave the City open to a lawsuit for changing our limitations. City Attorney doesn't believe that it will be an issue because the attorneys can tailor the ordinance to our needs. Council member Acosta would like to know if the Council would go for referendum and she feels that this is letting a crack in the door where dispensaries will be allowed. She feels that online sales are hard to regulate.

Council member Acosta feels taking more from this pie will sacrifice our youth.

Council member Cullen stated that this proposal does not allow a store front or dispensary. He stated that you have to have proof to purchase on line. He asked the City Attorney if we changed our ordinance to allow online sales would we take the tax to the voters. City Attorney stated yes that, that would be the preferred method.

Council member Acosta is adamantly opposed to this type 10 license.

City Attorney Santos stated that there may be away to do this without issuing a type 10 license.
Mayor stated that it is a revenue driven.

Council member DeLeon feels that this may hurt the business in King City and they will want to leave King City and go somewhere else.

Mayor LeBarre explained the dispensaries tax is on top of what they pay. The tax that they pay thru online is lower.

Council member DeLeon would like to have more information.

Brandon Gesicki, represents people (cannabis) who are interested in this on-line ordering that they do not want to have a store front or dispensary. They would like to be able to sale direct to customers. He explained that they want harder restrictions. They have to take a picture of their ID and it needs to be presented when it is delivered. They want people who play by the rules. He further explained it will be revenue for the City.

Renata, Hartnell College, had a question about a call center. The Mayor explained that it is just like any other product sold on line.

Karen Jernigan, 206 N. Mildred, she recalls that the council was against store fronts. She feels that this is complicated, and she hears a lot of costs for City Attorney's and staff and that this takes time away from what the City Manager does.

Consensus by council to give staff direction to collect more information and bring it back for more discussion at the next meeting. The mayor would like to make sure that the cost would be passed on to the applicants.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting at 7:34pm.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: **MARCH 27, 2018**

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
MARCH 27, 2018

Exhibits:
1. Check Register Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

Check Register Report

March 9, 2018 (FY 2017-18)

Date: 03/09/2018
Time: 11:35 am
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							
60252	03/09/2018	Printed		ATT	AT & T	Monthly Internet Service	75.00
60253	03/09/2018	Printed		ADAMSS	STEVEN ADAMS	C M Travel Reimbursement.	106.28
60255	03/09/2018	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Repair Gate Tools	347.98
60256	03/09/2018	Printed		ALLIEDP	ALLIED POOL PRODUCTS, INC	Tile Repair	3,342.63
60257	03/09/2018	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	April 2018 Monthly	2,691.00
60258	03/09/2018	Printed		ALWAYST	ALWAYS TOWING & RECOVERY,INC	Evidence Storage	5,915.00
60259	03/09/2018	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Supplies	815.31
60260	03/09/2018	Printed		ARELLANOAN	ANDRES ARELLANO	Ref - Youth BB	44.00
60261	03/09/2018	Printed		AT & T	AT & T	Monthly Access Transport.	347.15
60262	03/09/2018	Printed		AT&T - C	AT&T	KCPD Line -	39.61
60263	03/09/2018	Printed		BEHAVIOR	BEHAVIOR ANALYSIS TRAINING	J Partida - Training	481.00
60264	03/09/2018	Printed		CARMEL FIR	ART BLACK	Contract Services -	3,500.00
60265	03/09/2018	Printed		CAPROFM	CALIFORNIA PROFESSIONAL	Protection Kit	159.33
60266	03/09/2018	Printed		CASEY PRIN	CASEY PRINTING, INC.	Police Academy	2,593.06
60267	03/09/2018	Printed		CHALLENG	CHALLENGER TEAMWEAR	Softball Jerseys	955.10
60268	03/09/2018	Printed		CNAUTO	CLARK N. CLEVENGER	Tools	106.59
60269	03/09/2018	Printed		UMSTEAD EL	CLIFTON T. UMSTEAD	Light Switch Burn Out	105.28
60270	03/09/2018	Printed		COLLSEQ	COLLEGE OF THE SEQUOIAS	Dixie G. Training 832PC	161.00
60271	03/09/2018	Printed		COMINFO	COUNTY OF MONTEREY	General Micro Systems Support.	1,226.65
60272	03/09/2018	Printed		CSGCON	CSG CONSULTANTS INC	Building Official Services.	9,507.50
60273	03/09/2018	Printed		DEROTIC	DEROTIC LLC	Valves - 8515	1,359.60
60274	03/09/2018	Printed		SALINAS V	DIANA ADAMS	Annual Uniforms-Mercurio	484.91
60276	03/09/2018	Printed		EARTH DESI	EARTH DESIGN, INC.	K C Farms LLC	27,545.79
60277	03/09/2018	Printed		EIKHOF	EIKHOF DESIGN GROUP INC	2018 Consulting Services	5,400.00
60278	03/09/2018	Printed		GALLS, AN	GALLS, AN	Supplies -	174.21
60279	03/09/2018	Printed		GARCIAJ	JOVANY GARCIA	Youth Ref BB.	88.00
60280	03/09/2018	Printed		HDL	HDL SOFTWARE, LLC	Bldg Dept Permit	5,381.29
60281	03/09/2018	Printed		IRS	INTERNAL REVENUE SERVICE	King Welding - 20-5259976	130.17
60282	03/09/2018	Printed		SCOFIELD	IRMA SCOFIELD	Notice of Occupancy Labels	294.04
60283	03/09/2018	Printed		LIZAR	JOSEFINA LIZARDI	Mileage Reimbursement	81.85
60284	03/09/2018	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	ALP Updae A/P 2016	72,360.91
60285	03/09/2018	Printed		KC CHAMBER	KING CITY CHAMBER OF COMMERCE	2018 Aerial Fireworks	2,500.00
60286	03/09/2018	Printed		KING'S WEL	KING'S WELDING	IRS Notice of Assessment	873.45
60287	03/09/2018	Printed		LAWSON	LAWSON PRODUCTS INC.	Safety Harness	588.12
60288	03/09/2018	Printed		LINCOLN	LINCOLN AQUATICS	Pool Cover.	4,080.00
60289	03/09/2018	Printed		MASTERSON	ROBERT MASTERSON	CA Chiefs Training	250.00
60290	03/09/2018	Printed		CYPRESSW	MILES CLIFFORD FARMER	Water Services	11,139.70
60291	03/09/2018	Printed		NOR-CAL AS	NOR-CAL ASA	ASA Reg	69.90
60292	03/09/2018	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	install Becon light on truck.	84.94
60293	03/09/2018	Printed		OFFICE DEP	OFFICE DEPOT	Desk Organizer	203.84
60294	03/09/2018	Printed		PARTIDAJ	JOSHUE PARTIDA	Behavior Analysis Training	250.00
60295	03/09/2018	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Light Cover for Engine 8515	8.76
60296	03/09/2018	Printed		PENAK	KEVIN PENA	Youth Ref BB	38.50
60297	03/09/2018	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - City Hall	65.20
60298	03/09/2018	Printed		PINN	PINNACLE HEALTHCARE	M Zamudio - Emp Fire Dept	75.00
60299	03/09/2018	Printed		PBGFS	PITNEY BOWES GLOBAL	Leasing Charges -	173.94
60300	03/09/2018	Printed		PRINTING	PRINTING SYSTEMS INC.	A/P Laser Checks	312.99
60301	03/09/2018	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage Refill	1,005.00
60302	03/09/2018	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet Service	30.90
60303	03/09/2018	Printed		DAMEWOOD	ROBERT STEVEN DAMEWOOD	Consulting Group	600.00
60304	03/09/2018	Printed		SL POWER	SAN LUIS POWERHOUSE INC.	AC Repair	2,217.09
60305	03/09/2018	Printed		SANCHR	RODOLFO SANCHEZ	Refund girls softball	60.00
60306	03/09/2018	Printed		SIRCHIE AC	SIRCHIE ACQUISITION CO., LLC	Evidence Bags	65.25
60307	03/09/2018	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Report Services -	119.59
60308	03/09/2018	Printed		STATEWTS	STATEWIDE TRAFFIC SAFETY	Barricade Cones	3,751.74
60309	03/09/2018	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Annual Uniform - J Andriola	350.00

Check Register Report

March 9, 2018 (FY 2017-18)

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							
60310	03/09/2018	Printed		THE SALINA	THE SALINAS CALIFORNIAN	Public Notice for	398.86
60311	03/09/2018	Printed		TORO	TORO PETROLEUM CORP.	Monthly Gas - Acct 6835	2,497.47
60312	03/09/2018	Printed		TULARE	TULARE COUNTY JAIL INDUSTRIES	Officer of Year Award.	51.72
60313	03/09/2018	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones -	174.75
60314	03/09/2018	Printed		INTER TIRE	VICENTE ZARATA	Recycle Old Tires	240.00
60315	03/09/2018	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Weed Spraying	531.32

Total Checks: 62 **Checks Total (excluding void checks): 178,628.27**

Total Payments: 62 **Bank Total (excluding void checks): 178,628.27**

Total Payments: 62 **Grand Total (excluding void checks): 178,628.27**

KING CITY
CALIFORNIA

Item No. 9 (C)

REPORT TO THE CITY COUNCIL

DATE: **MARCH 27, 2018**

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 – FEBRUARY 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

There is no fiscal impact as a result of this action

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

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

Exhibits:
1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King

Investment Report
Schedule of Cash and Investments
February 28, 2018

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	**Investment Type**				
State of California LAIF - City	Pooled	1.20%	2,285,814.49	On Demand	N/R
1st Capital Bank	Checking Acct Housing Rehab	-	91,920.07	On Demand	N/R
Wells Fargo Bank	General Checking	-	4,177,702.75	On Demand	N/R
Wells Fargo Bank	Payroll Checking Account	-	17,660.12	On Demand	N/R
Petty Cash-City Hall/Change Fund	Change Cash Drawer	-	500.00	On Demand	N/R
Invested by City Treasurer (Subtotal):			6,573,597.43		
Total Cash and Investments			6,573,597.43		

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 03/27/2018. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

KING CITY
CALIFORNIA

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

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 – FEBRUARY 2018

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King
Investment Report
Schedule of Cash and Investments
February 28, 2018

Investment Instrument		Yield	Amount	Maturity	Value
Invested by City Treasurer					
Institution	**Investment Type**				
Wells Fargo Bank	SA Checking Account		795,974.42	On Demand	N/R
Invested by City Treasurer (Subtotal):			795,974.42		
Invested by Trustees (as of February 2018Statements)					
Bond Reserves (1)					
U.S. Bank - 2011 TARB					
US Bank Money Market Ct	Escrow Fund #5050	0.00%	5,492,887.46	8/1/2034	5,492,887.46
U.S. Bank - 2016 A & B TARB					
US Bank Money Market Ct	Debt Service Fund #5000	0.00%	67.74	3/31/2025	67.74
US Bank Money Market Ct	Interest Account #5001	0.10%	9,242.41	3/31/2025	9,242.41
US Bank Money Market Ct	Cost of Issu Acct. #5009	0.10%	0.00	3/31/2025	0.00
U.S. Bank - 2016 TARB					
US Bank Money Market Ct	Debt Service Fund #6000	0.10%	36,754.80	3/31/2025	36,754.80
US Bank Money Market Ct	Interest Account #6001	0.00%	843.23	9/30/2016	843.23
US Bank Money Market Ct	Sinking Account #6003	0.00%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Reserve Account #6005	0.10%	319,500.00	3/31/2025	319,500.00
US Bank Money Market Ct	Cost of Issu Fund #6009	0.10%	0.00	9/30/2016	0.00
US Bank Money Market Ct	Escrow Fund #6050	0.39%	0.00	9/30/2016	0.00
Market Value Providedby U.S. Bank, Trustee					
Invested by Trustees (Subtotal):			5,859,295.64		
Total Cash and Investments			6,655,270.06		

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 03/27/2018. Cash flow liquidity is still limited.

SIGNED: _____
City Treasurer

Note:
(1) Bonds

KING CITY
CALIFORNIA

Item No. 9(E)

REPORT TO THE PUBLIC FINANCING AUTHORITY

DATE: **MARCH 27, 2018**

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

FROM: **STEVEN ADAMS, SECRETARY**

BY: **PATRICIA GRAINGER, ACCOUNTANT**

RE: **CONSIDERATION OF MONTHLY TREASURER'S REPORT – FEBRUARY 2018**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Investment Report

Submitted by: _____
Patricia Grainger, Accountant

Approved by: _____
Steven Adams, City Manager

City of King

Investment Report
Schedule of Cash and Investments
February 28, 2018

Investment Instrument	Investment Type	Yield	Amount	Maturity	Value
Invested by City Treasurer					
Wells Fargo Bank	Fin Auth Checking Account		1,328.54	On Demand	N/R
State of California LAIF- Financing Authority	Pooled	1.20%	8.53	On Demand	N/R
Invested by City Treasurer (Subtotal):			1,337.07		
Total Cash and Investments			1,337.07		

Pursuant To Government Code 41004, I hereby certify that this report reflects all City's investments. This investment program complies with the City Investment Policy. Anticipated approval by the City Council on 03/27/2018. Cash flow liquidity is still limited.

SIGNED: _____
Secretary

KING CITY
CALIFORNIA

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF NOTICE OF COMPLETION – KING STREET POCKET PARK

RECOMMENDATION:

It is recommended City Council: 1) approve Resolution No. 2018-4633 accepting completion of the King Street Pocket Park Project; 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office; and 3) authorize City Manager to execute the Certificate of Final Completion.

BACKGROUND:

The City successfully submitted a grant application for the Statewide Park Program Grant Funds per Proposition 84, Clean Water, Parks and Coastal Protection Bond. Improvement Plans and Specifications were put out to bid for the construction of the new King Street Pocket Park Improvements also known as King City Pocket Park.

The project includes full park improvements of 0.19-acre site located at the intersection of King Street and Beech Street including construction of a new playground, picnic area, and sports court.

DISCUSSION:

After construction of the King Street Pocket Park was complete and prior to project closeout, PG&E approached the City with various safety projects proposed along their Gas line routes in King City as part of the implementation of the Community Pipeline Safety Initiative. As part of PG&E's statewide pipeline inspection of their high-pressure lines, PG&E is performing preventative work

removing obstructions near their gas lines. They identified the King City Pocket Park as a site in which they would like to relocate the existing play structure to create a larger setback between the structure and the pipe in the event they need to work on it. The City requested and received a time extension to the grant agreement to perform this work. PG&E has now completed the work.

COST ANALYSIS:

Funding for this project will come from Prop 84 funding with no match required. The City will incur general maintenance costs including maintenance of Low Impact Development (LID) measures after the parks are built. Lighting of the park is 100% solar.

The City entered into a Memorandum of Understanding regarding the safety improvements PG&E made that included the following agreed steps: 1) PG&E reimbursed the City for the items that were removed from the site in order to make the safety improvements; 2) Following the installation of the replacement elements at the park, the City will promptly apply to the State Parks to fund the installation of such elements under the Statewide Park Program and pursue recovery of such funding in good faith; and 3) To the extent the City actually recovers funding from State Parks for the replacement elements installed at the City property, the City will promptly reimburse PG&E for such costs, less the City's reasonable costs incurred in seeking funding.

The City has submitted the Final Grant Expenditure Form, Project Certification and Final Payment Request, which included reimbursement for the elements PG&E replaced.

ENVIRONMENTAL REVIEW:

Staff has performed an environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Class 32-infill development which exempts in-fill development projects in urban areas. A Notice of Exemption was filed with the County of Monterey on February 25, 2010. The project consisted in developing a vacant parcel 8,200 square feet with a community open space area including play structures, landscaping, picnic tables and a half sports court. The park site is adjacent to single family homes to the north, UPRR to the east, Beech Street to the west and industrial development to the south and considered in-fill lot. The project site has no value as habitat for endangered species. Furthermore, staff has determined that none of the exceptions to Categorical Exemption set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve Resolution No. 2018-4633, a resolution of the City Council of the City of King City accepting completion of the King Street Pocket Park Project; 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office; and 3) authorize City Manager to execute Certificate of Final Completion.
2. Do not approve Resolution No. 2018-4633;
3. Provide other direction to staff.

Exhibits:

1. Resolution 2018-4633
2. Notice of Completion

Submitted by: Erica L. Serna for
Octavio Hurtado, City Engineer

Approved by:
Steven Adams, City Manager

RESOLUTION No. 2018-4633

ACCEPTANCE OF COMPLETION OF KING STREET POCKET PARK

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

WHEREAS, Project Engineer of said City has filed with the City Manager of the City of King a recommendation of acceptance as to the completion of all the work provided to be done under and pursuant to contract between said City and Naturescapes and PG&E, dated August 07, 2017; and

WHEREAS, it appears to the satisfaction of the City Council that said work under said contract has been fully completed and done as provided in said contract plans and specifications therein referred to.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That acceptance of completion of said work be, and is hereby, made and ordered.
2. That the City Manager is directed to execute and file with the recorder of the County of Monterey, notice of acceptance of completion thereof, as required by law.
3. That the City Manager is directed to execute Certificate of Final Completion.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 27th day of March, 2018, 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

WHEN RECORDED MAIL TO:

City of King City
Department of Public Works
212 S Vanderhurst Avenue
King City, CA 93930

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the public work described as Kings Street Pocket Park Project was constructed pursuant to a contract between the City of King City, 212 S Vanderhurst Avenue King City, CA 93930 and Naturescapes, 560 Newhall Street, San Jose CA 95110-1109 and PG&E. The date of completion of said work was July 07, 2017, which was the date said public entity accepted said work to the satisfaction of the City Engineer. The City of King City herby accepts the project as completed in accordance with the plans and specifications.

CITY OF KING CITY

_____
STEVEN ADAMS
CITY MANAGER

March 27, 2018
DATE

VERIFICATION

I Steven Adams do herby certify that I am the City Manager of the public entity named above; that I am authorized to verify the foregoing notice; that I have read same; and that it is true of my knowledge.

I certify under penalty of perjury that the forgoing is true and correct.

Subscribed at City of King, California, this 27th day of March, 2018

_____
STEVEN ADAMS
CITY MANAGER

KING CITY
CALIFORNIA

Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AMENDMENT TO MAJOR CITYWIDE GOALS

RECOMMENDATION:

It is recommended the City Council approve by motion an amendment to the City's major citywide goals.

BACKGROUND:

Prior to the preparation of each budget, staff recommends, and the City Council adopts budget goals. These include operational goals for each department, which are based upon projected revenues, and major citywide goals. The major citywide goals are part of an attempt to target the City's efforts on a few critical priorities in order to more effectively make important progress. While the department goals specify how existing resources will be programmed, major citywide goals are the Council's determination of where the City will dedicate any new financial or personnel resources.

The Council last adopted the existing citywide goals at the February 14, 2017 meeting. Staff is continuously reviewing the goals as progress is made and community needs change. As a result, an amendment is recommended at this time.

DISCUSSION:

The existing major citywide goals or priorities include the following:

- Pay down the City's debt;
- Implement the Plan to End Youth Violence;

- Expand economic development efforts with particular focus on implementing the Downtown Streetscape Conceptual Plan;
- Increase maintenance and upgrade of the City's street, sidewalk and waste water infrastructure; and
- Improve customer service.

It is recommended the following goal be added at this time:

- Address housing needs in the community.

The need for all types of housing has become an increasingly important issue, which staff now deals with on almost a daily basis. Like the issue of youth violence, it impacts the ability of the City to accomplish other important goals, most notably economic development. In order to make progress in addressing this need, staff believes it is essential it be established as a priority for staff time and financial resources. Given the challenges facing many individuals in finding adequate housing, staff recommends that the goal be added at this time rather than waiting for the next budget process.

COST ANALYSIS:

Staff is working on strategies to generate revenues to dedicate to housing efforts. No allocation of revenues or expenses is proposed at this time.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:
1. Approve the recommended expansion of major citywide goals;
2. Make other modifications to the goals;
3. Do not approve the expansion of the major citywide goals; or
4. Provide other direction to staff.

Prepared and Approved by: _____
Steven Adams, City Manager

KING CITY
CALIFORNIA

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CITY FACILITY CABLING PROJECT

RECOMMENDATION:

It is recommended the City Council: 1) approve an additional appropriation of 27,000 from the General Facilities, Vehicles and Equipment Fund for upgrade of cabling for City Hall, the Police Station and Recreation Center; and 2) approve the bid of $26,766 with Peak Communications to perform the work and authorize the City Manager to execute the purchase agreement.

BACKGROUND:

The City recently upgraded its computer network servers and telephone system to meet the City's current communications demands. However, upgrade of cabling in City facilities is also necessary in order for these systems to function effectively.

DISCUSSION:

The City's IT consultants have recommended an upgrade of the cabling. Existing cables are extremely outdated and limit the ability of the system to meet the City's expanding demands. They solicited bids and recommend the work be completed by Peak Communications. Since the project cost exceeds $25,000, City Council authorization is necessary.

COST ANALYSIS:

The cost of the project is close to $27,000. As with the other communications upgrades, the project is being funded from the General Facilities, Vehicles and

Equipment Fund. Therefore, there is no impact to the General Fund. There is currently a balance in the fund of approximately $250,000.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Direct staff to reduce the scope of the project;
3. Do not approve the project; or
4. Provide staff other direction.

Prepared and Approved by: _____
Steven Adams, City Manager

KING CITY
CALIFORNIA

Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CHANGES TO POLICE ADMINISTRATIVE POSITIONS

RECOMMENDATION:

It is recommended that the City Council: 1) adopt a Resolution reclassifying the Administrative Assistant to the Police Chief position to Executive Assistant to the Police Chief, creating a new part-time Police Clerk classification, and amending the Classification Plan to reflect these changes and salary ranges; 2) adopt a Resolution approving a side letter of agreement with the King City Confidential Employees modifying the existing Memorandum of Understanding to reflect the change in position title; and 3) approve filling the existing full-time Police Clerk I position on a part-time basis at this time.

BACKGROUND:

Given the limited Police Department administrative staff, the Administrative Assistant position has a high level of responsibility in coordinating operational activities. The current salary is low compared to positions with a similar level of responsibility in other jurisdictions. As a result, it is difficult to attract and maintain someone in the position with the level of experience and skills that are needed.

The Police Chief has also determined that the workload of the existing Police Clerk I does not justify a full-time position at this time. Both positions are currently unfilled.

DISCUSSION:

The Police Chief has proposed to help address this issue by restructuring existing administrative staff positions. It is recommended to upgrade the position to an Executive Assistant to the Police Chief. It is also proposed to transfer

oversight of the evidence function from the Police Clerk I to this position. A recent comprehensive evidence inventory and audit was completed. As a result, a number of recommendations were proposed to improve the maintenance of evidence in the future. These changes would be consistent with those recommendations.

In order to pay the increased cost, it is also recommended to fill the Police Clerk I position with a part-time employee at this time. The position may be returned to full-time at some time in the future. A new classification of Part-time Police Clerk is recommended.

COST ANALYSIS:

The increased cost of the upgrade of the Administrative Assistant will be approximately $8,000, which will be paid from savings from converting the Police Clerk I position to part-time. Therefore, there will be a net savings.

ENVIRONMENTAL REVIEW:

The changes are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, they do not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Resolutions;
3. Do not approve the change in classifications; or
4. Provide staff other direction.

Submitted and Approved by: _____
Steven Adams, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING MODIFYING POLICE ADMINISTRATIVE POSITIONS

WHEREAS, the City of King Classification Plan currently includes a position classification of Administrative Assistant to the Police Chief, which consists of one funded position represented by the King City Confidential Employees Association ("KCCEA") labor group; and

WHEREAS, the City of King Classification Plan currently includes a position classification of Police Clerk I, which consists of one funded full-time position represented by the Service Employees International Union Local 521 ("SEIU"); and

WHEREAS, both positions are currently vacant; and

WHEREAS, the Police Chief has proposed restructuring position responsibilities to meet the needs of the Police Department in the most cost effective manner; and

WHEREAS, representatives of affected unions have been duly notified of proposed changes and provided the opportunity to "meet and confer;" and

WHERAS, said changes are necessary to staff and retain positions with qualified employees and to fund staffing at levels that are commensurate with workload; and

WHEREAS, to accomplish this, the City desires to reclassify an existing position of Administrative Assistant to the Police Chief to a new position of Executive Assistant to the Police Chief and to create a new part-time classification of Police Clerk.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves reclassification of the position of Administrative Assistant to the Police Chief to Executive Assistant to the Police Chief and approves the job description attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Council of the City of King approves creation of a position classification of Part-Time Police Clerk and approves the job description attached hereto as Exhibit B.

BE IT FURTHER RESOLVED that the City Council of the City of King approves an amended Classification Plan attached hereto as Exhibit C to reflect these changes and authorizes filling the existing full-time Police Clerk I position on a part-time basis.

This resolution was passed and adopted this **27th** day of **March, 2018** by the following vote:

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

APPROVED:

_____
Mike LeBarre, Mayor

ATTEST:

_____
Steven Adams, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

Exhibit A

KING CITY
CALIFORNIA

EXECUTIVE ASSISTANT TO THE POLICE CHIEF

POLICE DEPARTMENT

Applications will be accepted until the position is filled
Submit Cover Letter, Resume and City Employment Application:
By mail or in person to Human Resources Office, 212 S. Vanderhurst Avenue, King City, CA 93930
Or by e-mail to ssamame@kingcity.com
Application can be picked up at City Hall, or downloaded from King City website at www.kingcity.com
Applications without the required documents **will not** be considered

JOB DESCRIPTION

Job Title:	Executive Assistant to the Police Chief
Department:	Police Department
Reports To:	Chief of Police
Employee Type:	Full Time
FLSA Status:	Non-Exempt
Salary:	$42,004 - $53,609 DOQ

DEFINITION

Under general supervision performs a wide variety of routine and complex office, clerical and administrative support tasks and duties; enforces and is highly responsible for strict confidentiality procedures; assists the public by providing information personally or directing information requests according to established procedures; sorts, logs and maintains records and other documents; learns policies, procedures and work methods associated with assigned duties; and performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

Position receives direct supervision from the Chief of Police. Incumbents in this class do not routinely exercise supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Coordinates Police Department's office daily operations and organizes work projects; sets priorities and meets deadlines; and performs diverse clerical and administrative tasks.
- Maintains records and develops a variety of documents and forms; prepares, posts and distributes agenda materials, draft reports, project management documents, resolutions and ordinances; and develops marketing and promotional materials.
- Handles sensitive information including reports, memos, files and general correspondence; gathers and reviews time sheets; manages attendance control; and collects, sorts and distributes department's mail.
- Responds to questions and concerns from the general public; receives visitors and handles telephone calls; assists the public with applications forms; and provides information concerning services, procedures, fees, permits and legal requirements.

- Assists the Manager of Property and Evidence in maintaining an organized, restricted, secure area that houses personal property, case evidence and illegal drugs. Process all items from the time the officers turn in the property/evidence, thru the chain of custody to dissemination. Interacts with officers, prosecutor's office, lab, other law enforcement agencies, civilians, etc., on a daily basis. This list represents the types of duties required by the position.
- Supports in maintaining evidentiary chain of custody and integrity of all evidence and property logged into the police department's property areas. Maintains all databases for proper tracking. Assists in maintaining organized records and placement of all evidence and property.
- Conducts ongoing reviews and audits of evidence and property to ensure integrity of the system. Processes property & evidence auctions for unclaimed items. Assists the Manager in researching cases; data base, prosecutor's office, officers and other entities.
- Destroys/returns/disseminates or assists in the destruction of property or evidence in accordance with State Law and Court Order. Releases property or evidence or oversees its release to its lawful recipient. Assists in taking photos of all property and evidence prior to destruction. Cleans and maintains proper hygiene in and around evidence areas. Provides clerical support for property ad evidence area.
- Uses computers for research and to develop documents; inputs, retrieves and references various computer data management systems such as permit tracking systems and map inventories; and operates and provides support with automated office equipment.
- Maintains the Chief of Police calendar; schedules meetings and appointments; arranges travel to meetings and conferences; and plans special events as assigned.
- Represents the City in a professional and customer friendly manner; establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; participates in various committee and commission meetings as assigned; and attends internal meetings recording and transcribing minutes.
- Processes various grants and completes grant reporting in a timely manner; reconciles the front registers and processes incoming payments and invoicing; prepares purchase orders; and requests supplies.
- Assists the Code Enforcement Officer with Animal Licensing, Administrative Citations and the reporting of all the Vehicle Abates.

KNOWLEDGE/ABILITIES/SKILLS

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

Knowledge

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, police and computer terminology may be required; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; and occupational hazards and standard safety practices.

Abilities

Provide general clerical support to a specialized work unit; read, understand and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures

in the course of the work; learn the policies, procedures and guidelines of the department to which assigned in a timely manner; maintain accurate office files; make accurate arithmetic calculations in the receipt of moneys' compose correspondence or documents; meet critical deadlines; deal successfully with the public in person and over the telephone; courteously respond to community issues, concerns and needs; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships.

Skills

Operate an office computer and a variety of word processing and software applications. Support grant management including the reporting of financial reports, drafting staff reports and public hearing notices.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily office activities. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is required. The position also requires grasping, repetitive hand movement and fine coordination, in preparing statistical reports and data using a computer keyboard. Acute hearing is required when providing phone and personal service.

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

QUALIFICATIONS

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

Education and/or Experience

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an Executive Assistant. Possess three years of significant administrative and clerical work experience related to law enforcement, planning, construction, engineering, architecture or a related field; and a high school diploma; or equivalent combination. An associate's degree from a two-year college or technical school is highly desirable. Bilingual, fluent in Spanish preferable.

License/Certificate

Possession of, or ability to obtain, a valid Class C California driver's license. Some positions may require successful completion of a background investigation.

The City of King is an Equal Employment Opportunity Employer

Exhibit B

KING CITY
CALIFORNIA

POLICE CLERK I

POLICE DEPARTMENT

Applications will be accepted until the position is filled
Submit Cover Letter, Resume and City Employment Application:
By mail or in person to Human Resources Office, 212 S. Vanderhurst Avenue, King City, CA 93930
Or by e-mail to ssamame@kingcity.com
Application can be picked up at City Hall, or downloaded from King City website at www.kingcity.com
Applications without the required documents **will not** be considered

JOB DESCRIPTION

Job Title:	Police Clerk I
Department:	Police Department
Reports To:	Chief of Police
Employee Type:	Part Time
FLSA Status:	Non-Exempt
Salary:	$14.72 – 18.78 x hour DOQ

DEFINITION

Under general supervision learns to perform and performs a wide variety of technical and clerical law enforcement support duties related to collecting, recording, transcribing, maintaining, processing, editing, reviewing, retrieving and distributing technical, complex and confidential law enforcement data and information; enters reports and data into a variety of automated law enforcement records systems; ensures that records and information are accurate, clear and comprehensive for law enforcement personnel and the general public; demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties; performs other related duties as required.

Initially under immediate supervision, incumbents perform the more routine and less complex enforcement records assignments while learning City policies and procedures. As experience is gained there is greater independence of action within established guidelines.

SUPERVISION RECEIVED AND EXERCISED

Position receives immediate supervision from the Police Clerk Supervisor or other police personnel. Incumbents in this class do not routinely exercise supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Performs a wide variety of technical and clerical law enforcement support duties related to collecting, recording, transcribing, maintaining, processing, editing, reviewing, retrieving and distributing technical, complex and confidential law enforcement data and information, including police reports, citations, response and field incidents cards, protective orders and subpoenas; types correspondence, reports, forms, confidential and specialized documents from drafts, notes, dictated tapes or brief instructions.

- Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties, especially as it relates to collecting, maintaining and releasing of information, files and documents; oversees and participates in the management of files and records, including their destruction and transformation to micro-imaging; performs record checks; updates the court calendar; testifies in court as necessary.
- Photocopies and distributes crime, incident, arrest and accident report to the general public and various agencies such as the Department of Justice (DOJ), California Highway Patrol, District Attorney, Department of Motor Vehicles (DMV) and insurance companies; prepare misdemeanor and felony court packets for the District Attorney's Office, including crime reports, amendment information and supporting documents such as criminal history, DMV driving history and drug analysis results, applied federal, state and local laws when releasing information.
- Assists other City personnel with administrative and office support functions; assists and provides information to the public in person and by telephone; takes and provides messages; faxes materials to other agencies; maintains accurate records related to individual files or criminal history.
- Responds to questions and concerns from the general public, departmental staff and other agencies; provides information as appropriate and resolves service issues and complaints; provides for regular communication between sworn and non-sworn personnel.
- May dispatch officers to response to non-emergency calls for service.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

KNOWLEDGE/ABILITIES/SKILLS

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

Knowledge

Modern office and administrative practices and procedures; public and agency desk procedures and methods for providing services and information; automated law enforcement information systems and procedures; applicable federal, state and local laws, codes and regulations, including Public Records Act; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; and occupational hazards and standard safety practices.

Abilities

Understand and follow instructions; perform a variety of work with speed and accuracy; work flexible hours including evenings, weekends and split shifts; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; and establish and maintain effective working relationships.

Skills

Operate an office computer and a variety of word processing and software applications; operate specialized automated law enforcement information systems and type accurately from a clear copy at a rate of 45 net words per minute.

WORKING CONDITIONS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily office activities. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is required. The position also requires grasping, repetitive hand movement and fine coordination, in preparing statistical reports and retrieving and entering data using a computer keyboard. Additionally, the position requires near and far vision in reading work related documents and using a computer, and acute hearing is required when providing phone and personal service.

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

QUALIFICATIONS

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

Education and/or Experience

Any combination of education and experience that has provided the knowledge, abilities and skills, necessary for a Police Clerk I. Possess one year of administrative and clerical work experience, and a high school diploma, or equivalent combination. An associate's degree from a two-year college or technical school a plus. Bilingual, fluent in Spanish preferable.

License/Certificate

Possession of, or ability to obtain, a valid Class C California driver's license. Incumbents will be required to complete the Police Officers Standards and Training (POST) Records Clerk course within one year of appointment.

The City of King is an Equal Employment Opportunity Employer

EXHIBIT C

CITY OF KING
JOB CLASSIFICATION PLAN
FISCAL YEAR 2017-2018

REVISED April 1, 2018

CLASSIFICATION	FIVE-PERCENT STEP ADVANCEMENT					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXECUTIVE MANAGEMENT STAFF						
CITY MANAGER	$156,560.04 ANNUAL (SALARY INDEPENDENT OF STEP SCHEDULE)					
CHIEF OF POLICE	$113,883.00	$119,566.00	$125,545.00	$131,822.00	$138,413.00	$145,334.00
DIRECTOR OF FINANCE	$92,880.00	$97,526.00	$102,402.00	$107,522.00	$112,900.00	$118,545.00
MID-MANAGEMENT STAFF						
POLICE CAPTAIN	$101,210.00	$106,537.00	$112,144.00	$118,047.00	$124,260.00	$130,800.00
CHIEF BUILDING OFFICIAL	$73,877.00	$77,572.00	$81,450.00	$85,523.00	$89,800.00	$94,290.00
CITY CLERK	$50,854.00	$53,397.00	$56,067.00	$58,872.00	$61,816.00	$64,906.00
RECREATION COORDINATOR	$55,839.00	$58,630.00	$61,562.00	$64,640.00	$67,872.00	$71,266.00
SUPERVISORY STAFF						
POLICE SERGEANT	$75,008.00	$78,759.00	$82,697.00	$86,831.00	$91,174.00	$95,732.00
POLICE CLERK SUPERVISOR	$39,723.90	$41,710.48	$43,796.50	$45,986.32	$48,286.51	$50,701.44
PUBLIC WORKS SUPERINTENDENT	$54,391.58	$57,111.38	$59,967.77	$62,966.21	$66,115.45	$69,422.04
PUBLIC WORKS SUPERVISOR	$45,918.80	$48,214.74	$50,625.48	$53,156.75	$55,814.59	$58,605.32
BUILDING/MAINTENANCE STAFF						
BUILDING INSPECTOR	$57,785.59	$60,675.85	$63,710.36	$66,896.75	$70,241.58	$73,754.70
MAINTENANCE WORKER I	$31,160.20	$32,718.43	$34,355.34	$36,073.10	$37,877.20	$39,771.98
MAINTENANCE WORKER II	$36,081.85	$37,885.94	$39,780.73	$41,770.58	$43,859.88	$46,052.98
MAINTENANCE WORKER I/ WASTEWATER SERVICES	$34,276.22	$35,990.28	$37,790.88	$39,680.41	$41,664.92	$43,749.19
MAINTENANCE WORKER II/ WASTEWATER SERVICES	$39,690.03	$41,674.53	$43,758.79	$45,947.64	$48,245.86	$50,658.28
SENIOR MAINTENANCE WORKIER	$41,744.36	$43,832.56	$46,024.57	$48,325.85	$50,742.96	$53,280.28
STREET SWEEPER OPERATOR	$36,081.85	$37,885.94	$39,780.72	$41,770.58	$43,859.88	$46,052.98
PUBLIC SAFETY STAFF						
POLICE OFFICER	$55,971.00	$58,769.00	$61,709.00	$64,794.00	$68,034.00	$71,437.00
ANIMAL CONTROL/CODE ENFORCEMENT OFFICER	$42,310.39	$44,425.91	$46,647.42	$48,980.40	$51,430.29	$54,002.57
COMMUNITY SERVICES OFFICER	$41,078.05	$43,131.95	$45,288.76	$47,553.78	$49,932.32	$52,429.68
FIRE CHIEF	$7,527.60					
FIRE CHIEF 1ST ASSISTANT	$3,690.00					
FIRE CHIEF 2ND ASSISTANT	$3,690.00					
FIRE CHIEF ENGINEER	$3,690.00					
FIRE DEPARTMENT SECRETARY/TREASURER	$2,583.00					
FIRE ENGINEER	$2,755.20					
VOLUNTEER FIREFIGHTER	$12.00					
PROFESSIONAL/SUPPPORT STAFF						
SENIOR ACOUNTANT	$47,685.50	$50,070.94	$52,574.48	$55,204.24	$57,964.80	$60,863.03
ACOUNTANT	$45,414.83	$47,686.61	$50,070.94	$52,575.47	$55,204.57	$56,276.50
ACCOUNTING TECHNICIAN	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
EXECUTIVE ASSISTANT TO THE POLICE CHIEF	$42,004.60	$44,104.83	$46,310.07	$48,625.57	$51,056.85	$53,609.69
ADMINISTRATIVE ASSISTANT TO POLICE CHIEF	$38,186.00	$40,096.00	$42,101.00	$44,207.00	$46,417.00	$48,738.00
ADMINISTRATIVE ASSISTANT	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
ADMINISTRATIVE SERVICE SUPERVISOR	$51,914.37	$54,510.69	$57,237.04	$60,098.89	$63,103.89	$66,259.69
ASSISTANT PLANNER	$65,564.71	$68,843.99	$72,287.17	$75,901.91	$79,698.04	$83,683.22
COUNTER TECHNICIAN	$37,846.60	$39,739.20	$41,726.87	$43,813.98	$46,004.90	$48,306.18
POLICE CLERK I	$30,611.65	$32,142.56	$33,749.97	$35,438.23	$37,210.63	$39,071.55
TRANSIT OPERATOR	$33,708.44	$35,394.52	$37,164.74	$39,023.47	$40,975.08	$43,023.94
SEASONAL/PART-TIME (HOURLY RATE)						
HUMAN RESOURCES COORDINATOR	$32.00	$33.60	$35.28	$37.04	$38.90	$40.84
POLICE CLERK I	$14.72	$15.45	$16.23	$17.04	$17.89	$18.78
ADMINISTRATIVE ASSISTANT (FIRE DEPARTMENT)	$20.00	$21.00	$22.05	$23.15	$24.31	$25.53
POOL MANAGER	$15.00	$15.75	$16.54	$17.36	$18.23	$19.14
ASSISTANT POOL MANAGER	$14.30	$15.00	$15.75	$16.54	$17.37	$18.24
AQUATIC AIDE	$11.00	$11.55	$12.13	$12.73	$13.37	$14.04
POOL CASHIER	$11.00	$11.55	$12.13	$12.73	$13.37	$14.04
LIFE GUARD	$12.10	$12.71	$13.35	$14.02	$14.72	$15.46
RECREATION AIDE	$11.00	$11.55	$12.13	$12.73	$13.37	$14.04
SUMMER DAYCAMP COORDINATOR	$15.00	$16.00	$17.00	$18.00	$19.00	$20.00
CUSTOMER SERVICE ASSISTANT	$12.50	$13.13	$13.78	$14.47	$15.19	$15.95
MAINTENANCE AIDE	$12.50	$13.13	$13.78	$14.47	$15.19	$15.95
CITY COUNCIL & MAYOR (Effective 1/1/17)						
MAYOR	$5,400.00					
CITY COUNCIL	$4,200.00					

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING A SIDE LETTER OF AGREEMENT TO THE KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION FY 2015/16 - FY 2018/19 MEMORANDUM OF UNDERSTANDING

WHEREAS, the City Council of the City of King ("City") deems it in the best interest of the City to approve a Side Letter of Agreement amending the King City Confidential Employees Association ("KCCEA") current Memorandum of Understanding, which includes modifications to position classifications, as hereinafter provided.

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

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

This resolution was passed and adopted this **27th** day of **March, 2018** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

_____
Michael LeBarre, Mayor

ATTEST:

_____
Steven Adams, City Clerk

APPROVED AS TO FORM:

_____
Shannon Chaffin, City Attorney

EXHIBIT A

SIDE LETTER OF AGREEMENT
MODIFICATON TO MEMORANDUM OF UNDERSTANDING

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

1. **APPENDIX A** shall be replaced with the List of Positions attached hereto as Attachment 1.

2. **APPENDIX B-3 AND APPENDIX B-4** shall be replaced with the Salary Schedules attached hereto as Attachment 2.

3. All other provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement.

For City of King:

_____ _____
Steven Adams, City Manager Date

For the Association

_____ _____
Allen Rowe, Police Captain Date

_____ _____
Andrea Wasson, Recreation Coordinator Date

Attachment 1

APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

EXECUTIVE ASSISTANT TO THE POLICE CHIEF

CITY CLERK

POLICE CAPTAIN

FINANCE DIRECTOR

CHIEF BUILDING OFFICIAL

RECREATION COORDINATOR

Attachment 2

KCCEA

APPENDIX B-3

SALARY SCHEDULE

EFFECTIVE July 1, 2017

TITLE	1	2	3	4	5	6
Executive Assistant to the Police Chief	42,005	44,105	46,310	48,626	51,057	53,610
City Clerk	50,854	53,397	56,067	58,872	61,816	64,906
Police Captain	101,210	106,537	112,144	118,047	124,260	130,800
Finance Director	92,880	97,526	102,402	107,522	112,900	118,545
Chief Building Official	73,877	77,572	81,450	85,523	89,800	94,290
Recreation Coordinator	57,515	60,389	63,409	66,579	69,908	73,404

KCCEA

APPENDIX B-4

SALARY SCHEDULE

EFFECTIVE July 1, 2018

TITLE	1	2	3	4	5	6
Executive Assistant to the Police Chief	43,265	45,428	47,699	50,084	52,589	55,218
City Clerk	52,380	54,999	57,749	60,638	63,670	66,853
Police Captain	104,246	109,733	115,508	121,588	127,988	134,724
Finance Director	95,666	100,452	105,474	110,748	116,287	122,101
Chief Building Official	76,093	79,899	83,894	88,089	92,494	97,119
Recreation Coordinator	59,240	62,201	65,311	68,576	72,005	75,606

KING CITY
CALIFORNIA

Item No. 9 (J)

REPORT TO THE CITY COUNCIL

DATE: **MARCH 27, 2018**

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

FROM: **DOREEN LIBERTO-BLANCK, AICP, MDR, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **CONSIDERATION OF ANNUAL GENERAL PLAN REPORT AND HOUSING ELEMENT ANNUAL REPORT**

RECOMMENDATION:

It is recommended City Council review and accept the Annual General Plan Progress and Housing Element Annual Reports.

BACKGROUND:

California Government Code Section 65400(a) (2) requires an annual report on the status of the General Plan and the City's progress in its implementation, including progress in meeting its share of regional housing needs. This annual General Plan Progress Report (Progress Report) is submitted to the City Council, Housing and Community Development Department (HCD) and the Office of Planning and Research (OPR). This is an opportunity to review activities and projects of the prior year in the areas of development and other programs that work toward implementing the City's General Plan.

DISCUSSION:

The purpose of the Progress Report is twofold. First, it informs the State of California of the City's planning activities and assists in facilitating the legislative process as it pertains to land use and local planning issues. Second, the Progress Report serves to update the decision makers on progress toward implementation of policies of the City of King General Plan and assists in formulating future implementation priorities.

The State of California requires each county and city to adopt a General Plan for long-term growth. The general plan consists of a statement of development policies and includes a map or maps and text setting forth goals and policies. It is a comprehensive long-term plan for the physical development of the county. In this sense, it is a "blueprint" for development.

The seven (7) State mandated elements of the General Plan include,

1. Land Use
2. Circulation
3. Housing
4. Safety
5. Open Space
6. Noise
7. Conservation

The City of King's General Plan consist of the mandated elements and an optional element called economic development. A comprehensive General Plan update occurred in 1998. Modifications to the land use, housing, safety, open space and conservation elements were adopted by the City Council in 2016.

A housing element is the one element of the General Plan that requires State review and approval. The most recent housing element update was adopted by the City Council on March 22, 2016 and covers the reporting period from 2015-2023. (The Housing Element includes policies, programs, and quantified objectives to guide the City's development decisions and is designed to implement the removal of governmental constraints to the maintenance, improvement and development of housing in the City of King.)

COST ANALYSIS:

The cost associated with the Progress Report includes staff time preparing and distributing it.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Review and accept the Report,
2. Do not accept the Report, or
3. Provide other direction to staff.

Exhibit:

1. 2017/2018 General Plan Progress Report and Annual Housing Element Report

Submitted by: MA FOR Doreen Liberto
Doreen Liberto-Blanck, Department Director

Approved by:
Steve Adams, City Manager

KING CITY
CALIFORNIA

CITY OF KING

2017 GENERAL PLAN ANNUAL PROGRESS REPORT/HOUSING ELEMENT ANNUAL REPORT

March 27, 2018

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III. Development Review Process Projects

A. Buildings Permits

B. Planning Permits

C. Project Review

D. City Council

E. Planning Commission

IV. Conclusion

Appendix

Attachment A – 2017 Housing Element Annual Progress Report

Introduction

California Government Code Section 65400(a) (2) requires an annual report on the status of the General Plan and the City's progress in its implementation, including progress in meeting its share of regional housing needs. This Annual Report is being submitted to the City Council, State Housing and Community Development Department (HCD) and the Office of Planning and Research (OPR).

This is an opportunity to review activities and projects of the prior year in the areas of development and other programs that work toward implementing the City's General Plan.

A. Background

California State law establishes a framework for local planning procedures. The California Government Code (§65000 et seq.) establishes the laws pertaining to the regulation of land uses by all local governments including: the general plan requirement, specific plans, subdivisions, and zoning. The City of King is mandated by the State to conform to the California Government Code. (It should be noted that since the City is a Charter City, some provisions of the Government Code do not apply.) Since its adoption (and subsequent amendments), the City has worked to implement the policies outlined in the General Plan. The various departments that make up the City of King work together to implement various aspects of the General Plan. These departments include the City Manager's office, Parks and Recreation, Fire, Public Safety, Public Works, and Community Development. This report is organized to comply with OPR's General Plan Guidelines.

B. Informational Document (CEQA Review)

This document is a reporting document and does not create or alter policy. The content is provided for informational purposes only and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15306.

II. General Plan Implementation, Projects and Accomplishments

This Progress Report discusses specific projects and policies that demonstrate the implementation of the goals outlined in the General Plan.

Creekbridge Baseball Park

A. Land Use Element

The Land Use Element establishes the type and density of land uses and guides growth and development by presenting a plan that reflects the community's desire to maintain and enhance an enjoyable, balanced quality of life. The City's Land Use Map identifies specified land

use areas, including Agriculture, Residential, Commercial, industrial and Open Space/Recreation. This basic tenet is expressed in the community's goal:

Overall Goal: *To provide for the orderly growth and development; to maintain a balanced community; to assure an adequate supply of suitable land for residential, commercial, industrial and other uses in order to meet projected demand; to minimize land conflicts; channel new development into those areas that are consistent with the City's resources.*

In particular, the City established goals and policies to:

- Provide agricultural employee housing.
- Work with local and regional agencies to promote job development.
- Work on a multi-modal transit center which will be surrounded by mixed use developments.

5.2 Objective/Protect Prime Agricultural Lands: To Protect Prime Agricultural Lands Outside of Areas Designed for Future Development by the City from Conversion and Encroachment of Non-Agriculture Uses.

Comment: *The City re-designated surplus property from industrial to agricultural and sold it for farming to protect it from urbanization.*

Policies:

Policy No. 3.3.1 Commercial developments shall be designed and screened in an attractive manner.

Comment: *The City used architectural review to condition commercial developments in commercial and industrial districts to blend into the surrounding area.*

DOWNTOWN FAÇADE PROGRAM

The City adopted a Downtown Streetscape Conceptual Plan establishing proposed improvements to Broadway Street from First Street to San Lorenzo Avenue. The Downtown Streetscape Conceptual Plan includes a Façade Improvement Grant Program targeted on the 300 block of Broadway Street due to its existing blight, historical structures. The Façade Improvement Grant Program provides grants up to a maximum of fifteen thousand dollars ($15,000) per business for improvements to the building facades including replacement of non-conforming signs. The total award of initial grants is limited to a maximum amount of one

hundred thousand dollars ($100,000). The program will be reevaluated at the time the allocated funding has been expended.

Rendering of Proposed Façade Improvements

Policy No. 3.3.2 All signage shall be attractive and appropriately designed.

Comment: *The sign regulations were updated to provide consistency in design and processing.*

Programs

Program No. 4.1.1.1 The City shall encourage development of new businesses that will offer year-round employment in order to reduce the season unemployment that is characteristic of the current local employment.

Comment: *The City adopted approved conditional use permits for medical cannabis and cultivation businesses that will provide year-round employment.*

Program No. 8.1.1.2 The City shall pursue available revenues to fund the multimodal transit center (MMTC).

Comment: *In late 2017, the City began the TIRCP funding process to construct the MMTC The City amended the open space, conservation and safety elements in 2016, and combined the three (3) elements. Updates and amendments to these elements were primarily to make corrections and ensure consistency with the updated housing and land use elements. The open space, conservation and safety elements incorporates goals, policies and programs that protect residents from flooding hazards by updating flood maps that incorporate the most recent Federal Emergency Management Agency flood mapping. Amendments also recommend the development of a proposed MMTC near First Street. The changes will help provide better housing, reducing vehicular trips, reducing energy consumption, reducing use of fossil fuels and improving air quality.*

Amendments also addressed future stream and river restoration programs with State Fish and Wildlife Department, Federal Fish and Wildlife Service, Army Corps, CCRWQCB, Natural

Resources Conservation Service and other agencies as appropriate. These changes will result in positive environmental impacts by improving the habitat conditions as well as improving stream function.

B Open Space, Conservation, Safety Element

The City amended the open space, conservation and safety elements in 2016, and combined the three (3) elements. Updates and amendments to these elements were primarily to make corrections and ensure consistency with the updated housing and land use elements. The open space, conservation and safety elements incorporates goals, policies and programs that protect residents from flooding hazards by updating flood maps that incorporate the most recent Federal Emergency Management Agency flood mapping. Amendments also recommend the development of a proposed MMTC near First Street. The changes will help provide better housing, reducing vehicular trips, reducing energy consumption, reducing use of fossil fuels and improving air quality.

Amendments also addressed future stream and river restoration programs with State Fish and Wildlife Department, Federal Fish and Wildlife Service, Army Corps, CCRWQCB, Natural Resources Conservation Service and other agencies as appropriate. These changes will result in positive environmental impacts by improving the habitat conditions as well as improving stream function.

Comment: *In 2017, the City approved an ordinance that implements a Community Choice Aggregation program that executes a partner agreement with Pacific Gas & Electric. The benefits of the CCA include but not limited to providing customers with a competitive choice between electric energy providers, lower rates for electric energy customers, cleaner and more sustainable electric energy sources, and programing in electric energy related areas such as energy efficiency and local renewable generation.*

Waste Water Treatment Plan Solar Project

C. Circulation Element

The circulation element provides goals, objectives and policies to service future transportation needs. One goal is to provide an integrated transportation system to adequately serve residential, commercial, industrial and recreation uses. The City has been working with the Transportation Agency for Monterey County (TAMC) and applying for funding for the proposed multi-modal transit center and installation of bike lanes.

Comment: *The City has been working with TAMC to integrate bike lanes and construct a round-about at Broadway Street and Highway 101.*

Comment: *The City selected Kimley-Horn to prepare a Project Initiation Document (PID). The purpose of the PID is to document the proposed improvements to a level sufficient for determining the most efficient course of project approval, design, and construction within the Caltrans project development and approval framework. A Notice to Proceed was given to Kimley-Horn in February 2018 and anticipates completion by the end of the year 2018.*

D. Noise Element

The noise element provides noise compatibility levels. Municipal Code section 7.25 addresses prohibited noise conduct.

Comment: *The City has conducted code enforcement actions using the noise element standards and the Municipal Code.*

E. Housing Element

The Housing Element establishes housing objectives, policies and programs in response to community housing conditions and needs. Some of the goals and policies met during 2017 are identified below.

Goals

Goal No. 2: Preserve and Rehabilitate Existing Housing Stock to Meet Health and Safety Requirements.

Comments: *The City's Staff Code Enforcement Committee meets month and the City's Citizen Code Enforcement Committee meets quarterly to address code enforcement issues including housing violations. The Code Enforcement office, in cooperation with the various City departments, works on enforcing local and state laws.*

Policies

Policy No. 3.1 The City shall encourage the development of housing for agricultural workers, seniors, congregate care facilities and similar special housing needs population.

Policy No. 3.5 The City will collaborate with farmers/ranchers and developers to construct farmworker housing.

Comment: *The City has been meeting with farmers to develop a seasonal agricultural employee housing ordinance. A draft seasonal ordinance will be release in the Spring. The City has been participating in a regional agricultural employee housing survey and provided $5,000 to help fund said study. The City approved a temporary seasonal employee housing project for one-hundred and fifty (150) beds along First Street in 2016 and approved an expansion to three-hundred and sixty-four (364) beds in 2018.*

F. **Economic Development Element**

An Economic Development Element is not a State-mandated element of the General Plan, but the City has long realized its importance in the strategic planning of the community. The City's Economic Development Element includes the following vision:

To facilitate a stable community economy and high quality of life by fostering new investment to generate new and improved property values, municipal revenue and employment opportunities.

Comment: *The City issued nine (9) CUP's in 2017, of those three (3) CUP Amendments were processed during 2017 for medical cannabis permits within the industrial park. There are four (4) CUPs in the review process. It is anticipated, $1,250,000 will be generated in taxes from the new businesses.*

III. Development Review Process Projects

During 2017, the City reviewed numerous projects through the development review process and participated in numerous planning efforts. The following summaries provide a general overview of the projects, programs and permits that were reviewed. These summaries are general and are not intended to be exhaustive.

A. **Buildings Permits**

The Building Department issued two-hundred and sixty-five (265) Building permits during 2017. Of these, approximately fifty-six (56) were first reviewed by the Community Development Department for Zoning and General Plan consistency. Building permits were issued for thirty-seven (37) new single-family dwelling and two (2) carriage unit, three (3) commercial tenant improvements, three (3) commercial remodels, two (2) residential additions, thirty-four (34) residential roof-mount solar panel installations and various other projects.

B. **Planning Permits**

The Community Development Department processed a variety of planning permits during 2017, including but not limited to general plan amendments, rezones, conditional use

permits, parcel maps, sign permits and associated environmental review documents, as needed.

During 2OI7, the Planning Commission reviewed the following application types:

- 17 Conditional Use Permits
- 07 Conditional Use Permit Amendment/Revisions
- 01 Tentative Tract/Parcel Maps
- 00 Lot Line Adjustment
- 02 General Plan Amendment
- 04 Rezone/Zone Change
- 01 Lot Mergers
- 02 Architectural Review
- 18 Misc. Projects

The City Council reviewed the following application types: General Plan Amendment and Zone Changes.

During 2017, the Community Development Department was involved in 04 code enforcement violation cases. These cases included non-permitted uses on the property, uses that were not complying with their conditions of approval, property research/records research for cases that the Building Department and Police Department were working on. The Community Development Department coordinates Staff Code Enforcement Meetings once a month and Citizen Code Enforcement Advisory Committee quarterly and prepares agendas for both meetings. The Community Development Department also assists with meetings with the Airport Advisory Commission every other month and assists with grant management for Airport Capital Improvement Projects and reporting to the Federal Aviation Administration.

C. <u>Project Review</u>

The City has reviewed a variety of projects that impact land use, community design and other elements of the General Plan. The following is a summary of projects and plans, both City-sponsored and privately driven, that were reviewed by the City Council and Planning Commission during 2017.

D. <u>City Council</u>

- Adopted an amended Sign Ordinance.
- Amended the East Ranch Business Park Specific Plan.

- Adopted General Plan Amendments and Rezones near the WWTP.
- Adopted an amendment to Title 16.12 (Disaster Resiliency Long Term Planning).
- Adopted a Rezone (ZC 2016-005) to allow fitness facilities greater than 1,500 square feet in the Village Core Zone.

D. **Planning Commission**

- Recommended General Plan Amendment and Zone Change on property near the WWTP.
- General Plan Consistency Determinations (GPC2017-001, GPC2017-002 and GPC2017-003).
- Specific Plan Amendment – Recommended Amending the East Ranch Business Park Specific Plan.
- CUP 2017-010 Cannabis Cultivation
- CUP 2017-008 Medical Cannabis Manufacturing
- CUP 2017-007 Cannabis Cultivation
- CUP 2016-004 Medical Cannabis Manufacturing
- CUP 2016-008 (b17) Commercial Cannabis Distribution
- CUP 2016-011a (17) Amendment – Medicinal Manufacturing
- CUP 2016-008 a (17) Amendment – Cannabis Cultivation
- CUP 2016-009 Cannabis Cultivation
- CUP 2017-009 Cannabis and Nursery
- CUP 2016-012 Medical Cannabis Cultivation
- CUP2017-001/AR 2017-001/VAR 2017-002/LM 2017-001 – L.A. Hearne Project
- CUP 2017-005 and AR 2017-002 - Santa Maria Seeds Project
- SN 2017-008 Sign Variance – Mee Memorial Sign
- SN 2017-010 Sign Variance – ARCO
- CUP 2017-004 Small Cell Sites on Public Right-of-Way
- CUP 2017-006 O'Reilly Kiosk – Wind Sculptures
- CUP 2017-013 CUP Amendment – Small Cell Tower on Public Right-of-Way
- CUP 2017-014 CUP Amendment – Small Cell Tower on Public Right-of-Way
- CUP 2017-015 CUP Amendment – Small Cell Tower on Public Right-of-Way
- AR 2017-005 Sun Street Center
- CUP 2016-011 Medicinal Manufacturing
- CUP 2015-005 construction of a new 8,000 square foot warehouse

- CUP 2016-008 Medical Cannabis Cultivation
- ZC to Amend the Sign Ordinance
- ZC to amend Title 16.12 Disaster Resiliency Long Term Planning
- ZC 2016-005 CUP 2016-016 AR 2016-003 Zone Change – to allow fitness facilities greater than 1,500 square feet in the Village Core Zone

IV. Conclusion

The General Plan Progress Report illustrates activities undertaken by the City of King in 2017 that worked toward implementing the City's General Plan. The City has worked to progressively implement the policies outlined in each element of the City's guiding planning document as outlined in the various sections of this Progress Report. The General Plan represents the community's collective vision for preserving and improving the quality of life in the City. As noted by the accomplishments set forth in this document over the course of 2017, the City has implemented many of the collective goals and policies identified in the General Plan. The ideas, proposals and suggestions that have come to the City have all furthered the City's goal to preserve important local resources, improve the local economy, provide a variety of housing and improve the quality of life for the community.

ATTACHMENT A

(HOUSING ELEMENT PROGRESS REPORT)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of King

Reporting Period 1/1/2017 - 12/31/2017 Permits Issued

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development See Instructions	Deed Restricted Units See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
Arboleda				2	5	31	38			Inc	
(9) Total of **Moderate and Above Moderate** from Table A3 ►					0	0	0				
(10) Total by income Table A/A3 ► ►				2	5	31	38				
(11) Total **Extremely Low-Income** Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of King

Reporting Period 1/1/2017 - 12/31/2017 Permits Issued

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	0	0	0	0	0	0	
No. of Units Permitted for **Above Moderate**	0	0	0	0	0	0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of King

Reporting Period 1/1/2017 - 12/31/2017 Permits Issued

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2015	2016	2017							Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	43											43
	Non-deed restricted												
Low	Deed Restricted	28		4	2							6	22
	Non-deed restricted												
Moderate	Deed Restricted	33		1	5							6	27
	Non-deed restricted												
Above Moderate		76	25	30	31							86	-10
Total RHNA by COG. Enter allocation number:		180	25	35	38							98	82
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

Note: units serving extremly low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of King

Reporting Period 1/1/2017 - 12/31/2017 Permits Issued

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	**Housing Programs Progress Report - Government Code Section 65583.** Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
Emphasize Infill Development	Encourage development of underutilized parcels	Ongoing	The City continues to review projects for compliance with infill development. A 7,453 square foot commercial retail store was finaled in 2017.
Enhance Code Enforcement	Work with Community to remedy Code Violations	Adopted Feb 2017 and Effective Mar 2017	The City has adopted a Nuisance Ordinance to provide an effective code compliance program that eliminates and prevents the spread of blight buildings, deterioration and crime, makes neighborhoods safer and promotes economic development. A Citizen Code Enforcement Advisory Committee has been formed to assist in setting priority issues to be addressed by the Staff Code Enforcement Committee. March 2018 a New Code Enforcement Procedure has been set in place and added to the Administrative Policy Manual.
Farmworker Housing	Identify/provide funding for approval of Ag Working Housing Projects	Ongoing	The City has been participating in the Oversite Committee: Farmworker Housing Study and Action Plan for Salinas Valley. Looking at identifying the need for farmworker housing within cities and incorporated areas. This Plan will allow to identify the need and seek funding for future projects.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of King

Reporting Period 1/1/2017 - 12/31/2017 Permits Issued

General Comments:

KING CITY
CALIFORNIA

Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: MARCH 27, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT FOR COLLECTION SERVICES

RECOMMENDATION:

It is recommended the City Council: 1) approve a consultant services agreement with Credit Consulting Services, Inc. (CCS) to provide collection services to the City, which is included as Exhibit 1; and 2) authorize the City Manager to execute the agreement and make non-substantive changes approved as to form by the City Attorney.

BACKGROUND:

The City has not historically employed a collection agency and has attempted to address past due payments through traditional enforcement action, but a number of payments have remained delinquent. This has been both labor intensive and often results in dismissal of debt. This can escalate the problem when it becomes known that the City will not pursue outstanding debt after a certain period. The City's approach is to pursue every means available to achieve voluntary compliance. However, it is recommended the City also contract for the assistance of collection agency services as a last resort for those cases where no other efforts are successful.

DISCUSSION:

Potential payments that assistance may be requested for include, but are not limited to, the following:

- Business license fees
- Development and building permit application fees

- Airport hangar rental fees
- Code enforcement fines
- Fire inspection fees
- Recreational facility use fees
- Recreational program fees
- Police services
- Costs for damage to City property
- Transient occupancy tax payments

The City issued a Request for Proposal (RFP), which is included as Exhibit 2. One proposal was received, which was submitted by CCS. Their proposal is included as Exhibit 3. Staff has reviewed the proposal and determined their approach and services meet the needs of the City and they are well qualified. They currently provide services for a number of other municipal agencies.

COST ANALYSIS:

Under the agreement, charges on collections range from 10% to 30%. However, these will be limited primarily to past due debt that currently is going unpaid. Therefore, staff projects that it will result in an increase in revenue.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve the agreement;
2. Request staff to negotiation changes to the agreement;
3. Request staff to solicit new proposals;
4. Do not approve an agreement for collection services; or
5. Provide other direction to staff.

Exhibits:

1. Proposed Agreement with CCS
2. Request for Proposal
3. Proposal from CCS

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF KING, a California municipal corporation ("City") and Credit Consulting Services, Inc. (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars ($_____) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts.

Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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

3. PERFORMANCE SCHEDULE

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

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

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

any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other

provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event

of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

_____

Steven Adams, City Manager

ATTEST:

_____

Erica Sonne, 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.

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work for the proposed contract shall include ongoing as-needed service to respond to past due payments referred by the City, which shall include the following responsibilities:

A. Undertake collection of delinquent utility accounts that are referred to the Contractor, which shall include initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

B. Contractor must have the ability, personnel and resources for collecting in the State of California.

C. Perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the City under which the collection item will be paid.

D. Collection shall be subject to all applicable federal, state, and local laws, rules, and regulations.

E. Contractor must be licensed to do business in its area of expertise in the State of California.

F. Contractor shall maintain appropriate records, including financial records that can be audited.

G. Contractor shall provide periodic performance reports detailing individual account information.

H. Contractor shall not litigate or compromise any undisputed debt for less than its full value.

I. Contractor shall submit any disputed amount to the City for review and research before continuing with the collection process.

J. Contractor shall refer any debt it deems to be collectible through litigation to the City for authorization to pursue further collection efforts.

K. Contractor shall have sufficient information technology capabilities to provide the City with detailed and timely reports indicating collection efforts.

L. The City will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.

M. Contractor shall operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.

N. Contractor will submit to the City of King regular monthly remittances and statement no later than thirty (30) days following the month of collection.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

A. Letter Service Flat Fee services will be charged to City as follows:

	ASSIGNMENTS	PRICE PER ASSIGNMENT	TOTAL PRICE
1.	10	$10	$100
2.	25	$8	$200
3.	50	$6	$300
4.	100	$5	$500

B. A 10% fee will be charged on all early out billings that are collected.

C. A 30% fee will be charged on all other collections that are made.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall perform all services timely in accordance with timelines set forth by law and in the proposal submitted and attached hereto as EXHIBIT E.

EXHIBIT "E"

CONSULTANT PROPOSAL

EXHIBIT 2

CITY OF KING

COLLECTION AGENCY SERVICE

REQUEST FOR PROPOSALS

KING CITY
CALIFORNIA

DUE DATE: 5:00 P.M. THURSDAY, MARCH 8, 2018

I. PURPOSE

The City of King, California is accepting proposals for collection agency services. The City seeks assistance with collection of past due payments on an as needed basis, which may include a variety of permit and license fees, fines, rental fees, and activity fees.

II. BACKGROUND

The City of King is a full-service charter city located on Highway 101 in the Salinas Valley, 155 miles south of San Francisco and 277 miles north of Los Angeles. The population is 14,221. The City generates approximately 700 invoices per year with an approximate dollar value of $180,000 for debts incurred by the general public. The City has not historically employed a collection agency and has attempted to address past due payments through traditional enforcement action, but a number of payments have remained delinquent. The City's approach is to pursue every means available to achieve voluntary compliance. However, the City seeks assistance for collection agency services as a last resort for those cases where no other efforts are successful.

Potential payments that assistance may be requested for include, but are not limited to, the following:

A. Business license fees

B. Development and building permit application fees

C. Airport hangar rental fees

D. Code enforcement fines

E. Fire inspection fees

F. Recreational facility use fees

G. Recreational program fees

H. Police services

I. Costs for damage to City property

J. Transient occupancy tax payments

III. SCOPE OF WORK

The scope of work for the proposed contract shall include ongoing as-needed service to respond to past due payments referred by the City, which shall include the following responsibilities:

A. Undertake collection of delinquent utility accounts that are referred to the Contractor, which shall include initiating and continuing collection attempts within the guidelines set forth by Federal and State regulations regarding fair debt collection practices.

B. Contractor must have the ability, personnel and resources for collecting in the State of California.

C. Perform collection activities including, but not limited to, formally demanding payment of each collection item and/or seeking an arrangement satisfactory to the City under which the collection item will be paid.

D. Collection shall be subject to all applicable federal, state, and local laws, rules, and regulations.

E. Contractor must be licensed to do business in its area of expertise in the State of California.

F. Contractor shall maintain appropriate records, including financial records that can be audited.

G. Contractor shall provide periodic performance reports detailing individual account information.

H. Contractor shall not litigate or compromise any undisputed debt for less than its full value.

I. Contractor shall submit any disputed amount to the City for review and research before continuing with the collection process.

J. Contractor shall refer any debt it deems to be collectible through litigation to the City for authorization to pursue further collection efforts.

K. Contractor shall have sufficient information technology capabilities to provide the City with detailed and timely reports indicating collection efforts.

L. The City will review and have final editorial approval of all printed formats of collection notices and telephone scripts used by the Contractor for collection of past due accounts.

M. Contractor shall operate in accordance with ethical collection practices and obey all laws, including the Robbins-Rosenthal Fair Debt Collection Practices Act.

N. Contractor will submit to the City of King regular monthly remittances and statement no later than thirty (30) days following the month of collection.

IV. PROPOSAL FORMAT

Submittals shall include the following information:

A. A cover letter explaining the firm's understanding of the project, a description of the firm and/or team, and parties proposed to perform the scope of work.

B. A detailed description of the approach, process, and services proposed to implement the scope of work. Include a description of the normal method used to collect accounts with specific work standards based on balance ranges and number of both written and telephone attempts. Include samples of forms used and description of date security.

C. A description of the firm's experience.

D. A list of key staff that are proposed to be assigned to the City's contract.

E. A list of professional references, particularly government agencies, including the contact name, phone number and e-mail address.

F. Number of collectors employed, procedure for employing new collectors, and training provided.

G. Detailed fee proposal outlining how all fees are calculated for all potential categories of delinquent items.

H. Disclosure of any contractual, business or personal relationship that exists, or has existed, that may constitute a conflict of interest.

V. SUBMITTAL

Submit four (4) copies of the proposal **by 5:00 p.m. on Thursday, March 8, 2018** to:

Steven Adams
City Manager
King City
212 South Vanderhurst Avenue
King City, CA 93930

Responses should be thorough, but concise. Please direct any questions to Steven Adams at (831)386-5917.

VI. SELECTION PROCESS

A City staff review committee shall evaluate each proposal based on selection criteria and may request interviews with selected finalists. The City staff review committee will provide a recommendation to the City Council, who will make the final selection decision.

VIII. SELECTION CRITERIA

Proposals will be evaluated based upon the following criteria:

1. Experience and qualifications of the firm;
2. Level of effectiveness, thoroughness and professionalism of the proposed scope of work methodology;
3. Cost; and
4. Overall ability of proposal to meet the City's needs.

IX. RFP SCHEDULE

The following schedule is anticipated:

Proposals Due:	March 8, 2018
Potential Interviews if Necessary:	Week of March 19, 2018
Committee Recommendation:	Week of March 26, 2018
Council Approval:	April 10, 2018
Execute Contract:	April 17, 2018
Begin Work	May 1, 2018

X. INDEMNITY AND INSURANCE PROVISIONS

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

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

B. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor 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 Contractor 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 Contractor'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 Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

E. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents

as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

EXHIBIT 3

CREDIT CONSULTING SERVICES, INC.
P.O. Box 5879 • 201 John Street, Suite E • Salinas, CA 93901
831-424-0606 • 831-375-9836 • Outside 831: **1-800-679-6888**

March 6, 2018

Steve Adams
City Manager
King City
212 South Vanderhurst Ave
King City, CA 93930

RE: Collection Agency Service Request for Proposal

Dear Mr. Adams:

Thank you for the invitation to respond to your request for proposal for collection agency service for King City. As a lifelong resident of Monterey County and second generation business owner I have a real good understanding of the economics in Monterey County and King City. Our staff has a long history of working with the citizens of Monterey County with annual gross collections of over eight figures.

Credit Consulting Services currently provides collection services for the County of Monterey and numerous municipalities within the County of Monterey including the City of Salinas, the City of Seaside, and the City of Marina. Many of these municipalities have very small placements and do not assign accounts on a regular basis, but we provide them with an easy and effective solution to collections.

Attached please find a proposal that follows the specified format in your request for proposal. We hope you find our services as the most logical choice as you move forward in selecting a vendor for collections. As a local company we are a partner in the economic development of our county. Please do not hesitate to contact me should you have any questions.

Sincerely,

Rodney Meeks
President/CEO

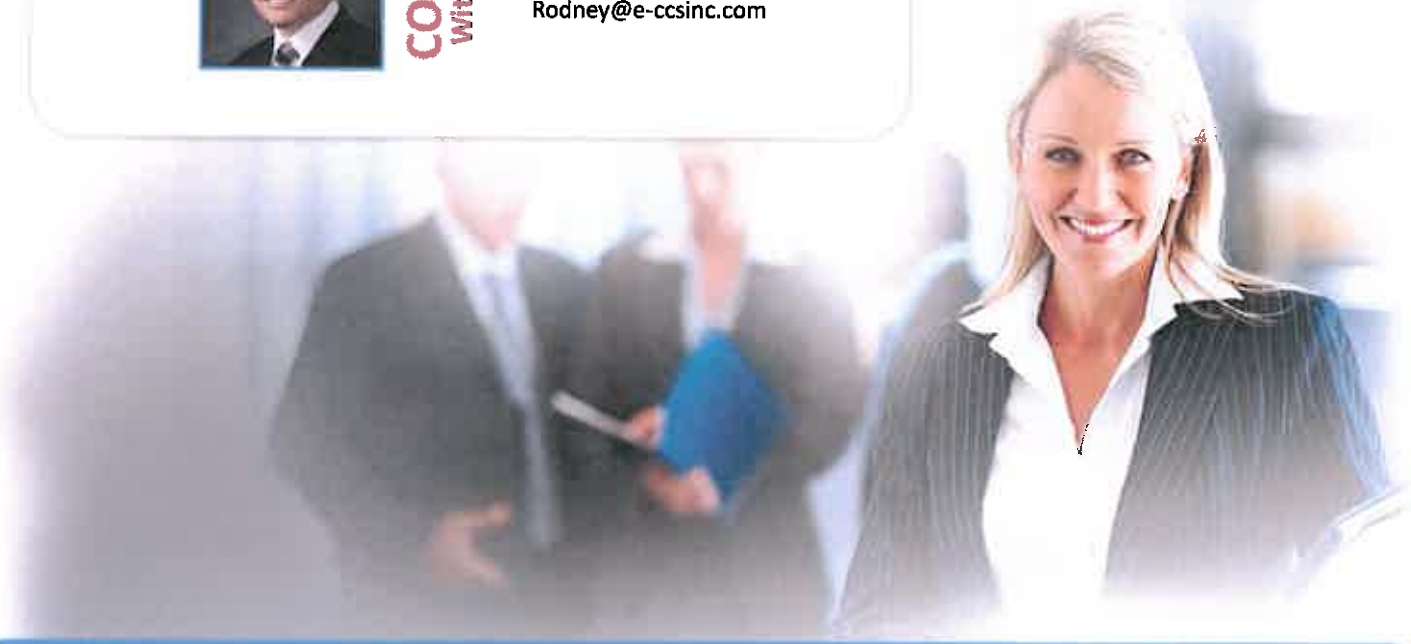
CREDIT CONSULTING SERVICES, INC.

Collection Agency Service

Request for Proposal

CONNECT With Rodney!

Contact:
Rodney Meeks,
President/CEO
P: 800-679-6888
Rodney@e-ccsinc.com



King City

BEST places to work MONTEREY BAY

ACA

CERTIFIED

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Collection Approach, Process, and Services

CCS is a customer service driven organization. Our approach in every communication is to solve a problem in order to bring positive resolution to the client and their customer. CCS recognizes the stress and confusion consumers have when they experience debt. All collectors are required to sign and abide to the "Collector's Pledge".

Collectors Pledge

We believe that every person has worth as an individual. We believe that every person should be treated with dignity and respect. We will make it our responsibility to help consumers find ways to pay their debts. We will be professional and ethical. We will commit to honoring this pledge.

Collecting debt legally and ethically requires specialized skills and industry knowledge. CCS assigns a team of highly trained and seasoned collectors to each client, a team that is thoroughly familiar with all federal and state regulations and programs unique to the industry.

All collection activities at CCS are performed in strict accordance with the laws that govern our industry including the Fair Debt Collection Practices Act (FDCPA), the Health Insurance Portability and Accountability Act (HIPAA) the Fair Credit Reporting Act (FCRA), the Telephone Consumer Protection Act (TCPA), the Gramm-Leach-Bliley Act (GLBA), the Sarbanes-Oxley Act (SOX), the Red Flags Rule for identity theft, and all other applicable federal, state, and local laws.

Our training programs include the following sessions on compliance for every CCS employee:

- Federal Fair Debt Collection Practices Act (FDCPA)
- California Rosenthal Act
- Fair Credit Reporting Act (FCRA)
- Telephone Consumer Protection Act (TCPA)
- HIPAA and HIPAA HITECH
- Charity Care
- Gramm-Leach-Bliley Act (GLBA)
- Red Flags Rule
- Payment Card Industry Data Security Standards (PCI DSS)
- Bankruptcy

Collectors are confident in their ability to effectively communicate and resolve outstanding balances under the most difficult conditions. The ability to identify each individual's set of circumstances and reactions enables the collector to adapt their collection approach in order to achieve a successful outcome. On-going training programs enable collectors to continually refine and improve their collection skills.

It is important the consumer understands the urgency of fulfilling their financial obligation. Consumer contact is thorough and consistent. These calls are made with a specific purpose. The frequency of each follow-up attempt is based upon actual consumer response (i.e. promised payment, individual temporarily disabled or unemployed, etc.). The purpose of each call is to motivate and help the consumer identify and exercise the financial resources available to fulfill the debt.

Data Analytics

Searches for updated information are performed on all accounts automatically as they are received in our office through data analytics scoring software. Accounts receive updated information – allowing our collectors to focus on what they do best, working with your consumers. Account data is compared against other databases to determine the most accurate contact information and the probability of collection. In addition it provides additional contact information that improves right party contacts.

Data elements include:

- Bankruptcy
- Deceased
- Addresses
- Phones
- Cell phone indicator
- Neighbors
- Relatives & Associates
- Initial placement scores

Collectors can continue to make individual, real-time requests as needed.

Automatic Generated Collection Notices

Upon placement of new accounts an automated notice series is generated whereas a series of collection letters are sent to the consumer. If the account remains unpaid after the notice series the collector will send additional notices that are appropriate based upon the current circumstances. This could be notices in relation to a payment plan, broken promise, and/or our intent to take further collection measures. All letters are reviewed by legal counsel specifically approved by our insurance carrier for compliance with state and federal laws.

Active Collection Accounts: All accounts are initiated with a request for payment in full. If the consumer does not have the ability to pay in full the collector will conduct an interview and establish a financial profile of the consumer. Once this information is

documented and analyzed, viable payment options are presented to the consumer. If the consumer is unwilling to make a commitment, the account is reviewed in accordance with the hospital's policies for possible litigation. If it is determined that the consumer is unable to make any financial arrangements (i.e. unemployed, indigent, unable to locate, etc.) the account is scheduled for review at another date, skip traced, or removed entirely from the collectors daily work schedule enabling the collector to focus on accounts that have the ability to pay. Unpaid accounts are reported against the consumer's credit file for seven years from the date the debt was delinquent.

Problem or Sensitive Accounts: Collectors are trained to defuse difficult situations by listening to the consumer's complaint and then addressing the complaint. Many times the consumer is simply upset because their insurance did not pay, the client will not accept a lesser amount than what was assigned, or the item is now reporting on their credit record. If the consumer has a valid complaint (i.e. incorrect insurance information) the correct information is gathered and is forwarded to the client for re-billing. If the consumer does not have a valid complaint and is still argumentative, the account is forwarded to a collection manager. The client is notified of any disputes, which may appear to have validity or according to agency/client agreement.

Call Documentation: All calls and correspondence is automatically recorded and added to the collector's notes. The documentation includes the date and time of the call, as well as the name of the collector working the account.

Credit Reporting: Credit reporting plays a major role in the collection of accounts. Consumers who are conscientious about a good credit rating are motivated to resolve their debt prior to reporting. Qualified accounts that remain unpaid after 60 days in collections are reported against the consumer's credit file (Experian, Equifax, and Trans Union).

Once an unpaid item is reported against the credit file it makes it difficult for the individual to obtain any future financing without first satisfying the debt. Thus, if that person were to try to refinance their property or finance a car, they would first have to pay the debt in full. The reported items remain on the credit file for seven years from the first date of delinquency.

Methods of Payment: Payments are accepted in the form of cash, check, money order, and credit card/debit card. Utilization of an instant check payment processing system allows for the acceptance of payments through facsimile, telephone, and e-mail.

Partial Payment Arrangements: Payment plans are accepted only after it is determined the consumer cannot pay in full. This is determined after evaluating the consumer's income to debt ratio and financial condition.

Settlements: CCS does not accept settlements on anything less than the client's principal amount unless authorized by the client. If a settlement offer is presented by the consumer CCS will notify the client and present the offer. Ultimately it is the client's decision.

Skip Tracing: In addition to the skip-tracing and data scrubbing on all new accounts collectors have the ability to further skip-trace accounts through additional national databases in order to locate right party contact and/or assets. Each collector has access to skip tracing information from both local and on-line databases. This enables collectors to instantly access valuable information and locate missing information that will aid in the recovery of the debt.

Litigation: If the consumer has failed to repond to repeated collection efforts, but has the ability to pay, the collector will evaluate the economic feasability of proceeding with collection efforts through litigation. The decision to proceed through litigation is based upon the individual's personal assets (steady employment history, home equity, bank accounts, etc.).

Management reviews these accounts before litigation is filed to verify all opportunities have been given to allow for voluntary payment. During this review process the following checklist is applied:

- ✓ Several contact attempts have been made
- ✓ There is supporting documentation
- ✓ There is no valid dispute
- ✓ There are attachable assets
- ✓ There is a good service address
- ✓ The balance justifies filing suit
- ✓ Client has given authorization

Once the account is approved for litigation, it is forwarded to CCS in-house legal department where the necessary legal documents are prepared. Files are then sent to the retained legal counsel. After the suit approval and counsel signature they are filed with the proper court. CCS advances all legal fees, which eliminates client costs and expedites the process. Once the suit is filed with the court and returned, it is given to the sheriff's department or a licensed process server for service. Copies of all legal documents are kept on-site and the account is tracked to ensure the timeliness of events.

After the Summons and Complaint is successfully served, it is scheduled for default. If there is no response by the defendant within the time allowed by the court, a default judgment is requested. Once a judgment is been obtained, an Abstract of Judgment is filed

to secure payment on any real estate transactions. If there are additional assets, a writ is filed and forwarded to the sheriff with instructions to attach assets (i.e. wages, bank account, commissions, etc.). Once the judgment is paid in full, a Satisfaction of Judgment is filed with the court.

Services

CCS is a full-service accounts receivable management (ARM) firm, with a range of services designed to provide our clients with a one-stop shopping experience when it comes to managing their accounts receivable portfolios.

Billing/Early Out

Follow-up is the key to any successful billing and collections program. Lack of follow-up can ultimately have a negative impact on your cash flow. CCS' early-out programs increase cash flow by giving your accounts more attention earlier in the billing cycle and following up with consumers to ensure they have every opportunity to satisfy their obligation to you.

Notice series and follow-up procedures are designed to mirror your in-house collection policies. CCS is completely transparent and acts as your billing department. Slow-paying accounts receive greater attention, which improves cash flow and decreases bad debt write-offs.

The benefits of these programs include:

- Specialized expertise
- Operational cost savings
- Improved contact quality
- Increased cash flow

Letters Only – Flat-Fee Service

CCS offers a letters-only service that includes our attorney-approved, FDCPA-compliant notice series. This service is billed to you on a flat-fee schedule and ensures that regular, compliant notices are sent to your consumers, based on your needs. Letter Service is a great low cost tool for identifying bad debt at an early stage. You retain full control of the account and 100% of any sums collected.

Our courtesy letters are designed to communicate the urgency of payment, instructing your customer to remit the balance directly to your office. If your customers have good intentions of resolving the unpaid balance, they will respond with payment in full to your office. If not, you know it needs complete follow-up with our full service collection program.

Collections

Bad debt collections is the final stage of the revenue cycle process. These are your toughest accounts that have ignored all previous collection attempts. These accounts are generally less than 3% of your total accounts receivable and are good candidates for debt collection agency services. All accounts are scrubbed for accurate data through national databases, identifying if your consumer is deceased, has filed bankruptcy, or has changed addresses or phone numbers. The data is further analyzed through specialized data analytics, making sure your accounts get the attention they deserve for the maximum return.

All debt collection efforts are in compliance with state (e.g., California, Nevada) and federal regulations. Specialized agency collection letters and prompt telephone calls effectively communicate the urgency of payment. Qualified unpaid accounts are reported to all three major credit reporting companies.

- Experian
- Equifax
- TransUnion

For those accounts that need that additional attention CCS has a legal department that has the ability to collect by enforcing creditor rights through the legal system. CCS seeks client approval prior to the initiation of any legal procedures. Accounts requiring litigation are reviewed and referred to CCS' legal department for processing through the proper courts and their judicial district. This department has the capability of handling legal matters from initial document preparation through satisfaction of judgment.

CCS has the ability to collect debt nationwide and internationally.

Experience

CCS is a Certified Small Business by the State of Californiua that was established in 1970 by Jeffery Meeks. The company has transitioned to second generation ownership of Jeff's son Rodney Meeks who has more than 28 years of experience in the collection industry.

Under Rodney's leadership CCS has been recognized as Small Business of the Year by California State Senator Jeff Denham in 2006, and Large Business of the Year in 2015 by the Salinas Valley Chamber of Commerce, and "Best Places to Work in Monterey County" in 2008 and 2012, by the Monterey County Business Council.

Credit Consulting Services, Inc., is accredited in an industry specific quality assurance certification program, *Professional Practices Management System* (PPMS) through The Association of Credit and Collection Professionals.

PPMS is a management system for collection agencies based upon developing, implementing and adhering to a set of industry-specific professional practices and policies. The required foundational training session teaches participants about the 18 basic elements of a PPMS and how to develop company manuals, procedures and work instructions to support the PPMS. Only 2% of agencies across the nation have earned PPMS Certification.

Key Staff

The entire CCS management team offers hands-on leadership on a daily basis. With numerous years of experience, the management team lends expertise, knowledge, and guidance, ensuring that your portfolio receives the attention and effort that it deserves. See the following bios for more information on each member of the team.

Rodney Meeks, President/CEO

Rodney first entered the collection industry in 1985 and is second generation President/CEO. He is passionate about the industry, the clients they serve, and the employees that contribute to their success. He takes pride in workforce development and contributing to the economic development of his community. Rodney's passion for the industry is evident through his involvement with both state and national associations. Rodney is a past president of the California Association of Collectors and is an active committee member for the ACA International and the Association of Credit and Collection Professionals, where he was named Large Unit Leader of the Year and is designated Scholar. He has received numerous awards for his dedicated service to the industry and has consistently stood up for the protection of creditor rights and financial education. He is a graduate of California State University Sacramento, Leadership Salinas, past president for the Salinas Jaycees, board member of the Salinas Chamber of Commerce, and Rotary Club of Salinas.

Ashton Holtzinger, V.P. Operations

Ashton is responsible for the day to day operations, account flow management, and collector productivity. He is the direct contact on I.T. related issues for the "Collector System." He worked for 10 years in the financial industry before coming to CCS and is a graduate of the California Police Academy where he received comprehensive training on leadership, professionalism,

ethics, investigative report writing, and information systems. Since joining CCS he has received additional training in all areas of compliance, system administration, human resources, and leadership development. He actively participates in Ontario's Annual Power Up conference and ACA International educational series on best collection practices.

Lorraine Perez, Collection Manager

Lorraine is responsible for training all new hires, continued education, professional development, and management support. She has been in the collection industry since 2005, and with CCS since 2011. She started as a collector and soon became a top performer at CCS. Her skill set and desire to grow became evident as she attended college in the evening while raising a family. Her ability to understand consumer behaviors and effectively communicate to achieve a positive outcome helped her grow into a position of training new and current employees, assisting them in achieving the best possible outcomes while complying with current rules and regulations.

Hila Safaei, Compliance and Quality Assurance Officer

Hila began working at CCS as an intern during her senior year in college where she completed her Capstone project of CCS and the collection industry. She began working for CCS fulltime after receiving her degree in International Business and Management from California State University Monterey Bay. She is responsible for overseeing CCS' Professional Practices Management System (PPMS), which ensures compliance of policies and procedures and continuous improvement throughout the entire organization.

Reece Gross, Client Care Manager

Reece is responsible for CCS' "Client Care Touch Point Program" and manages the client onboarding and daily client communication. He ensures clients have online access in order to assign accounts and review collection reports through CCS' secure client portal. He is responsible for validation requests, filing of workers' compensation and personal injury liens. He also oversees compliance regarding consumer disputes and debt verification, ensuring that CCS and its clients are compliant with the FDCPA and FCRA. Reece joined CCS after working for HSBC and Capital One in client support services. Reece is a graduate from Alvarez H.S. and attended Hartnell College.

Professional References

City of Salinas

Type of Accounts: False Alarm Response and Salinas Unified Business Association (SUBA)

Matt Pressey
Finance Director
Tel: 831-758-7420
mattp@ci.salinas.ca.us

County of Monterey

Types of Accounts: Small Business Revolving Loan Funds, County Clinics, and Natividad Medical Center

Darby Marshall
Small Business Revolving Loan Fund
831-755-5390
marshalld@co.monterey.ca.us

Julie Edgcomb
County Clinics
831-796-1370
edgcombj@co.monterey.ca.us

Vince Carr
Natividad Medical Center
831-783-2345
CarrVJ@natividad.com

Staffing

Total Employees: 26

Total Collectors: 12

Compliance Officer: 1

Legal Support Staff: 4

Client Support Services: 4

Accounting: 2

Management: 3

Recruiting and Hiring

CCS strives to recruit the best talent in the industry. Our recruiting and hiring processes include extensive advertising campaigns aimed at attracting experienced professionals, followed by a series of multiple interviews for qualified candidates and background and reference checks for each potential new hire.

All new hires receive a background check through HireSafe. This report combines the two County Criminal Court Record Searches with the multistate National Criminal Database for a broader record scope, which will search for criminal records under ALL names from the SSN Trace Report. Included are the SSN Validation, Address History, and a list of the names associated with the SSN; National Sex Offender Registry Search; and Terrorist Watch Lists with a criminal search from more than 245 million records. HireSafe keeps CCS compliant with the FCRA when a criminal record is found. Database criminal record verification is required with this report, and additional county court search fees may apply.

What's included?

- National Criminal Database Record Search w/ Alias Names
- County Criminal Court Record Search (2x court searches)
- National Sex Offender Registry Search w/ Alias Names
- Terrorist Watch List
- OFAC Report
- Prohibited/Denied Persons List
- Social Security Number Validation
- Address History
- Alias Names Listed

- FBI Crimes Against Children
- FBI Violent Offenders

Training

All collectors receive extensive training before they make their first contact with a consumer. Initial training is a minimum of two weeks. Much of the training is provided by ACA. CCS founder Jeff Meeks is a certified ACA instructor and has built CCS' training program around industry standards. In addition to the standard training, CCS is also registered for ACA's training pass, which provides access to every ACA training event throughout the year. Management also attends ACA's annual conference every year, which is rich with classes on compliance and best practices. Transcripts of attendance are logged onto ACA's website. In addition, qualified managers conduct internal training to help improve skill sets and implement the latest compliance requirements. On occasion, attorneys from ACA's Members' Attorney Program are invited to conduct in-house compliance training. Training is documented at each meeting through a sign-in form, logged in the employee's training record, and placed in the collector's employee file.

Collectors are trained in the following areas:

Company Orientation

- Employee Handbook
- Office Policies
- Phone System

Compliance

- Federal Fair Debt Collection Practices Act (FDCPA)
- California Rosenthal Act
- Fair Credit Reporting Act (FCRA)
- Telephone Consumer Protection Act (TCPA)
- HIPAA and HIPAA HITECH
- Charity Care
- Gramm-Leach-Bliley Act (GLBA)
- Red Flags Rule
- Payment Card Industry Data Security Standards (PCI DSS)

- Bankruptcy

Communications

- Essential Collection Skills and Techniques
- Ethical and Professional Collections
- How to Make Words Work
- How to Better Handle Consumer Disputes and Complaints
- Role Playing

Collection Software Training (The Total Collector System by Columbia Ultimate Business Systems)

- Password/log-in
- Message Center
- System Navigation
- Collector Work List aka Work in Progress (WIP)
- Collector and Financial Screens
- Account Documentation (i.e., status codes, command codes, etc.)
- Collection Letters and Notices
- Account Scheduling and Follow-up
- Matching Consumer Accounts

Special Areas

- Medicaid/Medi-Cal
- Medicare
- Insurance
- Victims of Crime
- Workers' Compensation
- Personal Injury Cases
- Payment Processing (i.e. credit and debit cards, checks by phone, etc.)
- Skiptracing

- Consumer Credit Counseling Services
- Separation and Divorce
- Minor Children
- Bankruptcies
- Creditor Claims
- Credit Reporting
- Asset Searches

Legal Collections

- Anatomy of a Collection Lawsuit
- Suit Process
- Stipulated Agreements
- Garnishments, Levies, and Abstracts
- Settlements
- Orders of Examination
- Claims of Exemptions
- Modified Levies
- Judgment Renewals
- Satisfaction and Demands

Fees

Early Out Billing:

10% of any sums collected

Letter Service-Flat Fee:

Select Purchase Plan	Assignments Purchased	Price per Assignment	Total Price
❑	10	$10.00	$100.00
❑	25	$8.00	$200.00
❑	50	$6.00	$300.00
❑	100	$5.00	$500.00

Collections

30 percent of any sums collected

Credit Consulting Services, Inc., P.O. Box 5879, Salinas, CA 93915 | 800-679-6888 | www.creditconsultingservices.com

KING CITY
CALIFORNIA

10(A)

REPORT TO THE CITY COUNCIL

DATE: **MARCH 27, 2018**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

BY: **DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

RE: **CONSIDERATION OF URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON ALLOWING SEASONAL EMPLOYEE HOUSING PROJECTS IN THE FSC AND C-2 ZONING DISTRICTS**

RECOMMENDATION

It is recommended the City Council adopt the attached ordinance, which is an interim urgency ordinance establishing a forty-five (45) day moratorium on permitting of seasonal agricultural employee housing projects within the First Street Corridor (FSC) Zoning District and General Commercial (C-2) Zoning District.

BACKGROUND:

Government Code Section 65858 authorizes the City Council to adopt a moratorium as an interim urgency ordinance to protect against a current and immediate threat to public health, safety, or welfare. The ordinance requires a four-fifths (4/5) vote for adoption. If adopted, the ordinance takes effect immediately, but expires forty-five (45) days from the date of adoption. After notice and a public hearing, the City Council, by a four-fifths (4/5) vote, may extend the ordinance for ten (10) months and fifteen (15) days and subsequently extend the ordinance for one (1) year.

A moratorium is a temporary zoning measure designed to preserve the status quo. It prohibits uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that a local jurisdiction is considering or studying, or intends to consider or study, with a reasonable time to study and make recommendations for a permanent zoning ordinance.

DISCUSSION:

The City is experiencing a serious shortage of housing of all types. This can be seen in extremely low vacancy rates and difficulties of finding housing for those that are displaced. Low income individuals are the most seriously impacted. The City is pursuing a comprehensive effort to address this problem at all levels. However, it is important to study, design and coordinate such efforts in order to avoid progress in meeting one form of housing need coming at the expense of another.

Housing of temporary seasonal employees ("Seasonal Employees") has been a concern throughout the state for several years. Overcrowded and unsanitary conditions in Seasonal Employee housing have become common in the City due to low wages of such employees and high rents resulting from low vacancy rates of rental properties. Additionally, farmers and other agricultural employers often experience a lack of permanent employees available to them in or around the City. Because of this, many such employers utilize the services of various businesses ("Companies") that provide them with Seasonal Employees, and that arrange on the employers' behalf for the provision of housing for such Seasonal Employees. The Companies often seek to contract with individual apartment owners, hotel owners, etc. to house the Seasonal Employees.

Due to the housing shortage and the economic incentives involved for landlords, who stand to profit by renting to large numbers of Seasonal Employees as compared to smaller numbers of permanent residents, there have been a surge in conversion of uses for Seasonal Employees in rental housing normally used for permanent residents. This can result in displacement of long-term tenants. Given the lack of available rental units, the displaced tenants have few options when seeking to relocate within the City.

The result of the foregoing situation, in addition to the immediately risks to health and safety resulting from the substandard conditions, is that the shortage of housing for permanent residents becomes more severe. There is also a corresponding impact on the City's ability to meet its Regional Housing Needs Assessment ("RHNA") under the Housing Element of its General Plan, since there is an adverse effect on the supply of housing that is affordable to all income groups in the City, thereby reducing the number of units that can be counted toward the City's RHNA.

Over the past few years, the City has been working with representatives of local agricultural businesses to plan local projects to address the needs of their workers and to modify City regulations to create more opportunity for these projects. Some actions include:

- Adopting a General Plan Amendment and zoning ordinance with language to support Seasonal Employee housing;
- Approving conditional use permits for a project, located at 218 North First Street, involving the establishment of housing facility sufficient to adequately accommodate three hundred and sixty (364) Seasonal Employees;
- Extending sewer service outside the City's boundaries in order to make possible the renovation and expansion of a large Seasonal Employee housing project located just outside of the City's boundaries.
- Developing a Seasonal Employee housing ordinance, designed to identify standards, set forth locations, and streamline the process for obtaining approvals for Seasonal Employee housing projects;
- Participating in and jointly funding a regional study to determine the best strategies and funding mechanisms for housing Seasonal Employees; and
- Meeting with farmers regarding locations for new Seasonal Employee housing projects.

A draft Seasonal Employee housing ordinance is currently being studied, considered and reviewed by the City's Community Development Director and other City staff, which will establish provisions and standards to ensure the adequacy, safety, habitability, and legality of the living conditions of all Seasonal Employee housing in the City. City staff anticipates that the draft ordinance will be released shortly for public review and comment. All future Seasonal Employee housing projects, including apartment conversions, will be required to meet these standards.

The proposed ordinance ("Moratorium Ordinance") is an interim urgency ordinance that would impose a temporary moratorium on permitting of housing located in the FSC and C-2 Zoning Districts (the FSC Zoning District is within the Historic Corridor Revitalization Plan) that is established or converted for use by Seasonal Employees. The purpose of the moratorium is to protect public health and safety and to preserve the status quo to provide the City with time to accomplish three objectives that are necessary to accomplish in order protect and promote public health, safety and welfare.

First, the Moratorium Ordinance will help to avoid construction or conversion of substandard housing for Seasonal Employees that is substandard, unsafe, or noncompliance with applicable state and federal law while the City studies and considers zoning proposals such as the Seasonal Employee housing ordinance that are designed to protect against the current and immediate threats to health and safety posed by such housing conditions. As noted above, the City is in the final stages of drafting the seasonal employee housing ordinance, which will set appropriate standards

for future projects to ensure an adequate living environment is provided. No standards currently exist for the zones that are identified. Second, the Moratorium Ordinance will prevent the displacement of existing residents, most of whom are living on constrained incomes and/or are elderly, and that will therefore face serious struggles to relocate, until the City can identify and implement solutions to permanently address this issue. Third, it will avoid the permitting of Seasonal Employee housing uses that may conflict with the results of the City's Seasonal Employee housing study, thereby allowing the City time to more effectively design the proposed seasonal employee housing ordinance and any other necessary zoning proposal to properly address all needs identified. This is crucial in order to balance housing strategies to address diverse needs within the community.

State law requires that the initial moratorium can only be in effect for forty-five (45) days but City Council, after notice and a public hearing, has the option to extend the moratorium prior to expiration for up to an additional 10 months and 15 days, and subsequently for up to one year. Staff believes the proposed moratorium is critical to ensure the appropriate implementation of the General Plan, including the Housing Element.

ENVIRONMENTAL REVIEW:

The City has determined that the Moratorium Ordinance is exempt from further environmental review because: (1) it is not a project within the meaning of CEQA Guidelines Sections 15060(c)(3) and 15378, in that it has no potential for resulting in physical change to the environment, either directly or indirectly; and (2) even if the Moratorium Ordinance is determined to be a project, it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it preserves existing conditions, and it is therefore exempt from CEQA review under CEQA Guidelines § 15061(b)(3).

COST ANALYSIS:

There are no anticipated fiscal impacts from the recommended action.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. The City Council may decline to take action. This may result in long-term tenants being displaced and agricultural employee housing projects being constructed that are overcrowded and unsafe. There would likely be a reduction in available rental

housing for long-term residents and a potential impact on the ability of the City to meet its RHNA;

2. The City Council may decline to adopt the urgency ordinance, but direct staff to conduct further investigation and research concerning the matter and prepare an ordinance for City Council consideration at a later date. This will require a public hearing before the Planning Commission. This may result in a decrease in the availability of rental housing for long-term residents depending on how long it will take staff to prepare the ordinance;
3. Do not adopt the ordinance and try to address concerns through conditions placed upon projects that submit applications; or
4. Provide other direction to staff.

Exhibits:
1. Moratorium Ordinance.

Submitted by: MA FOR Doreen Liberto
Doreen Liberto, Community Development Director

Approved by: _____
Steven Adams, City Manager

ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING A 45-DAY MORATORIUM ON THE ISSUANCE OF ANY NEW PERMIT FOR ESTABLISHMENT OF OR CONVERSION TO SEASONAL EMPLOYEE HOUSING AS DEFINED HEREIN

WHEREAS, the City of King ("the City") has the police power, pursuant to Article XI, Section 7 of the California Constitution, to make and enforce ordinances to regulate the use of land within its jurisdictional boundaries, to the extent not in conflict with the general law of the State of California ("State"); and

WHEREAS, Government Code Section 65858 expressly authorizes the City Council, to protect public health, safety and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to enact urgency ordinances, which take effect immediately upon introduction, for the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and which must be passed by a four-fifths vote of the City Council; and

WHEREAS, numerous state and federal laws impose health, safety and building-related standards applicable to temporary housing for seasonal agricultural workers or employees, which laws include, but are not limited to: (1) California Health and Safety Code, Division 13, Part 1 (Employee Housing Act); (2) California Code of Regulations, Title 25, Chapter 1, Subchapter 3 (Employee Housing); (3) the California Building Standards Code, California Code of Regulations, Title 24; (4) the Federal Migrant and Seasonal Agricultural Worker Protection Act, Chapter 20 of Title 29 of the United States Code; (5) Code of Federal Regulations, Title 29, Part 500 (Migrant and Seasonal Agricultural Worker Protection); and (6) Code of Federal Regulations, Title 29, Part 1910.142 (Occupational Safety and Health Standards Regulations – Temporary Labor Camps) (hereinafter "Applicable Law"); and

WHEREAS, the City currently has insufficient authority under its Zoning Ordinance to regulate the conditions affecting such housing or to ensure that such conditions are safe and compliant with Applicable Law in connection with its review and approval of applications for the establishment of such housing, as is necessary to properly protect the public health and safety of the occupants of such housing and the residents of surrounding areas of the City.

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

SECTION 1. FINDINGS.

The City Council hereby finds, determines, and declares as follows:

A. The foregoing recitals are true and correct and are incorporated herein by reference.

B. The City is located in an agricultural area of Monterey County, and agriculture is a major component of the City's economy.

C. During certain peak agricultural seasons each year, the City experiences a significant influx of temporary or seasonal agricultural workers or employees (hereinafter "Seasonal Employees") who reside in the City for several months at a time for the purpose of engaging in agricultural or other seasonal work in or near the City.

D. The City desires to ensure adequate and safe Seasonal Employee housing, as well as adequate and safe housing for all persons within the City.

E. The City is currently experiencing a shortage of permanent housing, which shortage is exacerbated by permitting the conversion of permanent housing into Seasonal Employee housing.

F. Much of the housing that is converted from permanent housing to Seasonal Employee housing is housing that is affordable to lower-income households, and as such the conversion of permanent housing to Seasonal Employee disproportionately affects such residents of the City.

G. The City's General Plan Housing Element contains a special needs group classification for elderly persons, and many of the occupants of permanent housing in the City that is subject to conversion to Seasonal Employee housing fall within the elderly classification. Such individuals experience can great hardship when displaced from their housing, and such displacement can result in serious threats to their health and safety. As such, the conversion of permanent housing to Seasonal Employee housing disproportionately affects the elderly, as classified by the elderly special needs group classification in the City's General Plan.

H. Although the City currently has sufficient affordable housing to meet its Regional Housing Needs Allocation ("RHNA") under the Housing Element of its General Plan, the conversion of permanent rental housing to Seasonal Employee housing decreases the number of dwelling units in the City that can be counted toward the City's RHNA, thus adversely impacting the City's ability to ensure sufficient housing remains available to meet the needs of its residents of all income groups as set forth by State law.

I. The City has taken numerous measures to facilitate and ensure the availability of sufficient temporary housing in the City for Seasonal Employees, including but not limited to: (1) amending its Zoning Ordinance and Historic Corridor Revitalization Plan in 2016 to allow and expand Seasonal Employee housing opportunities in the City's First Street Corridor ("FSC")

Zoning District of its Historic Corridor Revitalization Plan and General Commercial ("C-2") Zoning District, subject to issuance of a conditional use permit; (2) approving an agreement in 2016 by and among the City, the Counties of Monterey and Santa Cruz, and the Cities of Gonzalez, Greenfield, Salinas, and Soledad regarding the Farmworker Housing Study and Action Plan for the Salinas Valley and Pajaro Valley, and subsequently participating in the oversight meetings and action plan preparation related to said agreement; (3) updating the Housing Element of its General Plan in 2016 to identify programs to promote development of Seasonal Employee housing; (4) updating the Land Use Element of its General Plan in 2016 to support Seasonal Employee housing near the City's future multi-modal transit center; (5) approving a 364-bed dormitory-style Seasonal Employee housing project to be developed in two phases in 2016 and 2018; (6) working with the Local Agency Formation Commission of Monterey County between 2015 and 2017 to engage in outreach to farmers and property owners regarding a potential sphere of influence amendment and/or annexation of a new area to the City to facilitate the construction of Seasonal Employee housing, and to obtain approval of an out-of-agency extension of City wastewater services to an existing Seasonal Employee housing complex located just outside of the City's jurisdictional boundaries; (7) classifying Seasonal Employees as a special needs group under the Housing Element of its General Plan; and (8) adopting an ordinance formalizing the ability of hotels and motels throughout the City to utilize up to a specified percentage of their rooms to house Seasonal Employees.

J. As a result of the foregoing measures, and under the City's current Zoning Ordinance, Seasonal Employee housing facilities may currently be permitted in the FSC and C-2 Zoning Districts subject to issuance of a conditional use permit.

K. Although the measures taken to promote the availability of Seasonal Employee housing have been successful in meeting the demand for such housing in the City, the measures were implemented without corresponding permitting conditions or regulatory standards sufficient to preserve the City's authority to exercise its police power to ensure that the conditions existing within Seasonal Employee housing facilities are at all times safe, fit for human habitation and in compliance with Applicable Law. Such measures are currently being studied and developed by the City.

L. During the pendency of the preparation of those measures, Landlords who own rental housing properties in the City, in the pursuit of additional profits, have sought to convert, and have either illegally converted or been permitted to legally convert, dwelling units on their properties from permanent rental dwelling units to Seasonal Employee housing. Such conversions have resulted in the displacement of longer-term tenants, many of whom were lower-income and/or elderly. Due to already limited housing stock, it was extremely difficult for such displaced tenants to find replacement housing, and one elderly tenant who was evicted subsequently died before he was able to find replacement housing. In many cases, landlords have sought to evict or otherwise displace their existing tenants and to convert the use of the property to Seasonal Employee housing without making the appropriate improvements necessary to adequately serve the new use. Absent sufficient regulatory and permitting standards, these conversions of use substantially increase the risk of unsafe conditions affecting such housing, including overcrowding of Seasonal Employees, fire hazards, sanitary and other conditions in

violation of Applicable Law, and other threats to public health, safety and welfare of Seasonal Employees and other City residents and guests.

M. In addition, some owners of hotels and motels in the City have been using long-term occupancy arrangements to provide housing for Seasonal Employees, and such housing arrangements have also resulted in overcrowding and other violations of Applicable Law, and the lack of standards adopted by the City regarding permitting and regulation of Seasonal Employee housing has left the City with few options in regards to remediating the health and safety hazards resulting from the conditions of such housing.

N. Although Applicable Law imposes requirements that, if complied with, are generally sufficient to ensure the safety and habitability of Seasonal Employee housing, Applicable Law is not reliably enforced by state or federal authorities in the City, and does not contain requirements that are adapted to address the specific circumstances affecting Seasonal Employee housing in the City, and as such, the City's adoption of standards and conditions allowing the City to properly regulate and condition approval and use of Seasonal Employee housing, to directly enforce the requirements of Applicable Law, and/or to impose additional requirements to address circumstances unique to Seasonal Employee housing in the City, would protect and promote public health, safety and welfare by ensuring that the conditions of Seasonal Employee housing in the City are safe for both Seasonal Employees and for residents of surrounding neighborhoods of the City.

O. City code enforcement and fire inspectors have recently inspected various properties being used as Seasonal Employee housing facilities in the City and have determined that the facilities inspected were overcrowded, rife with fire hazards, unsanitary and capable of facilitating the spread of illness and disease, and otherwise unfit for human habitation and not in compliance with Applicable Law.

P. The existence of Seasonal Employee housing in the City that is not sufficiently regulated constitutes a current and immediate threat to the public health, safety and welfare in that it often results in the existence of conditions which are dangerous not only to occupants of such housing, but also to residents of surrounding neighborhoods (for instance, due to the increased risk of fire resulting from conditions that constitute fire hazards, infestation by rodents due to the lack of adequate trash facilities, parking and traffic compatibility issues, availability of adequate sanitary and sewage facilities given the number of occupants, etc.), and approval of additional conditional use permits or other permits or entitlements for Seasonal Employee housing which are required in order to comply with the City's current zoning ordinance would result in that threat to public health, safety or welfare by allowing further establishment of Seasonal Employee housing which may contain such conditions.

Q. The loss of permanent rental housing in the City, which is attributable in part to the lack of sufficient regulatory and permitting standards and conditions applicable to the City's review of applications to convert permanent housing into Seasonal Employee housing, also constitutes a current and immediate threat to the public health, safety and welfare in that it jeopardizes the ability of current and prospective residents to obtain housing that is affordable to them in the City; and

R. In order to protect against the above-referenced threats to public health, safety and welfare, the City Council has determined that it is necessary to consider and study zoning proposals and other possible actions, including general and specific plan updates, for the purposes of: (1) promoting the availability of seasonal and permanent housing and the orderly transition from one use to another; (2) establishing standards and conditions applicable to permitting and approval of Seasonal Employee housing in order to restore sufficient regulatory control to the City to ensure that all such housing is safe and in compliance with Applicable Law; and (3) providing the City with sufficient means to administer and enforce such standards and conditions as necessary to protect the public health, safety or welfare of the Seasonal Employees, permanent residents, or transient occupants (such as hotel guests) of the City against the current and immediate threats posed by substandard or inadequate housing.

S. The City Council has already commenced the foregoing study, and any approval of a Seasonal Employee housing project or facility prior to completion of the study may be in conflict with the zoning proposal or other action resulting from the study.

T. Based on the foregoing, adoption of an interim urgency ordinance imposing a moratorium on the approval and issuance of City permits and other entitlements authorizing the establishment of, or conversion to, Seasonal Employee housing in the City's FSC and C-2 Zoning Districts, to allow the City time to complete the above-referenced study and take any necessary zoning or other action resulting from the study, is necessary to prevent a current and immediate threat to the public health, safety and welfare.

SECTION 2. MORATORIUM.

During the effective period of this Ordinance, no permit shall be approved or issued by the City for the establishment of or conversion to Seasonal Employee housing in the FSC or C-2 Zoning Districts of the City, as more particularly depicted in the diagram attached hereto as Exhibit "A" and incorporated herein by reference.

For purposes of this moratorium, "Permit" means any City planning or land use approval, conditional use permit, development permit, variance, business license, building permit, subdivision approval, or any other entitlement authorizing the establishment of or conversion to Seasonal Employee housing as required in order to comply with the City's zoning ordinance, whether approval or issuance of such permit is discretionary or ministerial. The annual renewal of an existing permit or business license as necessary for the routine maintenance of existing buildings or sites shall not be considered issuance of a permit for purposes of this moratorium.

SECTION 3. REVIEW AND STUDY.

During the effective period of this Ordinance, the Community Development Director, or her designee(s), is hereby directed to continue to review, consider, study and propose revisions, as warranted and necessary, to the City's Zoning Ordinance, General Plan, Downtown Addition Specific Plan, Historic Corridor Revitalization Plan, and any other relevant City laws, rules, plans, standards, conditions, policies, procedures and/or fees applicable or related to Seasonal

Employee housing. The purpose of this study shall be to enable the City to adequately and appropriately consider the standards, regulations and conditions necessary to establish and impose in connection with the permitting of Seasonal Employee housing, in order to protect the health, safety and welfare of the Seasonal Employees, permanent residents, and transient occupants of the City, while ensuring consistency with the General Plan.

SECTION 4. EXCEPTIONS.

This moratorium shall not apply to: (1) proposed projects that do not propose Seasonal Employee housing; (2) lawfully existing Seasonal Employee housing facilities which are not seeking to expand, convert, relocate or otherwise change their use; and (3) the opening or commencement of any Seasonal Employee housing facility as a new use for which all required conditional use permits and other discretionary approvals have been granted prior March 15, 2018. Further, this moratorium is intended to apply only to housing used specifically for Seasonal Employees and is not intended to have the effect of denying approvals needed for the development of projects with a significant component of multifamily housing, within the meaning of Government Code Section 65858.

SECTION 5. NEED.

This Ordinance is necessary for the preservation of the public health, safety, and general welfare against a current and immediate threat thereto, as it will allow the City time to study and consider zoning proposals and other possible means to properly regulate and control the establishment of, or conversion to, Seasonal Employee housing, to ensure that no such housing is permitted or thereafter maintained in the City in a condition that is unsafe, overcrowded, or that otherwise does not comply with Applicable Law, and to restore the City's full authority to properly manage and safeguard the supply of affordable and other housing available to meet the needs of its residents, all while ensuring consistency with the General Plan.

SECTION 6. AUTHORITY AND EFFECT.

This Ordinance is an interim ordinance enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the entire City Council.

SECTION 7. URGENCY MEASURE.

Based on the findings set forth in Section 1 above, the City Council declares that this Ordinance is necessary as an urgency measure to preserve and address current and immediate threats to the public health, safety, and welfare. To enact this Ordinance after giving notice, holding a public hearing, and two readings thereof, and thereafter wait thirty days for said ordinance to become effective, would be detrimental to the public health, safety, and welfare, in that during the interim period new Seasonal Employee housing uses may be permitted without the benefit of the imposition or implementation of proper health and safety related standards or permit conditions, and such permitted uses may be in conflict with later-enacted standards resulting from the ongoing study authorized in Section 3 above. It is therefore necessary that this

Ordinance go into effect immediately upon adoption. This Ordinance, therefore, is adopted pursuant to the provisions of Sections 36934(b) and 65858 of the California Government Code, shall be adopted by a four-fifths vote of the City Council, shall take effect immediately upon its adoption pursuant to Section 36934(b) of the California Government Code, and shall remain in effect for a period of 45 days, subject to extensions as provided by law.

SECTION 8. CEQA COMPLIANCE

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it is not a project within the meaning of CEQA Guidelines Sections 15060(c)(3) and 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly. Further, even if this Ordinance is determined to be a project, it can be seen with certainty that there is no possibility that it will have a significant effect on the environment as it preserves existing conditions, and it is therefore exempt from CEQA review under CEQA Guidelines § 15061(b)(3). The City Manager or his designee is authorized and directed to file a CEQA Notice of Exemption.

SECTION 9. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 10. PUBLICATION

The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published in a manner prescribed by law.

SECTION 11. EFFECTIVENESS OF ORDINANCE.

This Ordinance shall take effect immediately, pursuant to the authority conferred upon the City Council by Government Code sections 36937 and 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with the provisions set forth in Government Code Section 65858. Not later than ten (10) days prior to the expiration of this interim urgency ordinance, the City Council shall issue a written report as required by Government Code Section 65858(d).

I HEREBY CERTIFY that the foregoing Ordinance was passed, approved and adopted as an Interim Urgency Ordinance by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 27th day of March 2018, by the following roll call vote:.

AYES: _____

NOES:_____

ABSTAIN: _____

ABSENT: _____

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

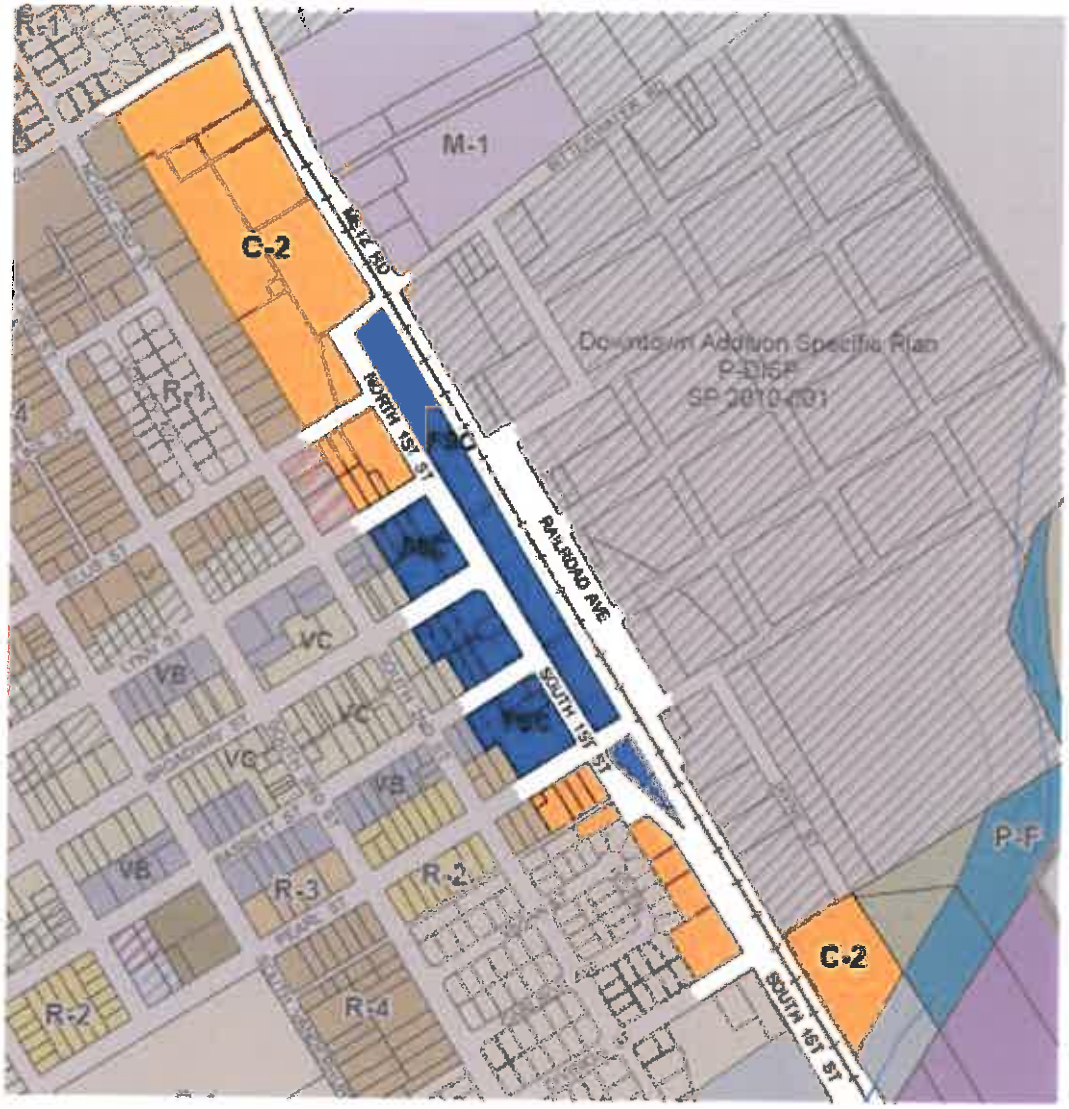
By: _____
MIKE LEBARRE, Mayor

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.

EXHIBIT A – DIAGRAM OF ZONING DISTRICTS SUBJECT TO MORATORIUM



Zoning District Classifications

	FSC	FIRST STREET CORRIDOR
	C-2	GENERAL COMMERCIAL DISTRICT