

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

TUESDAY AUGUST 28, 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. September National Addiction and Recovery Month Proclamation
 - B. Jacob's Heart Proclamation
- 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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 August 14, 2018 Council Meeting
Recommendation: approve and file.
- B. City August 2, 2018 Invoices Paid
Recommendation: receive and file.
- C. City August 10, 2018 Invoices Paid
Recommendation: receive and file.
- D. Successor Agency August 2, 2018 Invoices Paid
Recommendation: receive and file.
- E. Successor Agency August 10, 2018 Invoices Paid
Recommendation: receive and file.
- F. Consideration: Second Reading and Adoption of an Ordinance of the City Council of the City of King Amending Chapter 22 of the King City Municipal Code Governing Parking Regulations within the Boundaries of King City, Including Adoption of Class 1 CEQA Categorical Exemption
Recommendation: 1) conduct the second reading, by title only, and adopt an Ordinance amending Municipal Code Chapter 22 to remove parking restrictions on portions of Lynn Street and Ellis Street; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301 of the CEQA Guidelines.
- G. Consideration: Resolution 2018-4659 Approving a Debt Management Policy and Disclosure Procedures for Public Debt Issuances and Related Disclosure Obligations
Recommendation: adopt the Resolution approving a Debt Management Policy and Disclosure Procedures for Public Debt Issuances and related disclosure obligations.
- H. Consideration: Use of Mesa Del Rey Airport for a Half Mile Shootout Speed Car Event, including Adoption of Class 1 and Class 23 CEQA Categorical Exemption
Recommendation: 1) direct staff to enter into an agreement with Supercar Mafia to allow use of the Mesa Del Rey Airport for a one-day half-mile shootout speed car event in August 2019; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301 and Section 15323 of the CEQA Guidelines.

- I. Consideration: Consideration of Updated Master Street Tree List, Including Adoption of Class 8 CEQA Categorical Exemption
Recommendation: 1) adopt the Resolution updating the Master Street Tree List; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301(c) of the CEQA Guidelines.

- J. Consideration: Consideration of Agreement for the King City Community Power Low-Income Single-Family Residential Rooftop Solar Program, Including Adoption of Class 1 CEQA Categorical Exemption
Recommendation: 1) approve and authorize the City Manager to execute Agreement with GRID Alternatives and Pilot Power group, Inc. for the King City Community Power (KCCP) single-family residential rooftop solar program; 2) authorize the City Manager to make non-substantive changes approved as to form by the City Attorney; and 3) adopt a finding of Categorical Exemption, pursuant to Section 15301 of the CEQA Guidelines.

10. PUBLIC HEARINGS

- A. Consideration: Introduction of an Ordinance of The City Council of The City of King to Establish and Regulate Temporary Use Permits and Special Event Permits by Repealing Chapter 5.32 Of Title 5, Amending Subsection (B) of Section 5.34.010 and Section 5.34.115 of Chapter 5.34, of Title 5, Adopting Section 7.29.015 to Chapter 7.29, of Title 7, Adopting Chapter 7.60 to Title 7; Amending Section 13.06.020 of Chapter 13.06, of Title 13, and Amending Subsection (3) of Section 17.48.030 of Chapter 17.48, of The King Municipal Code
Recommendation: open the public hearing, consider public testimony, introduce and conduct the first readings of the attached Ordinance, by title only, and set the second reading and adoption for the next regularly scheduled Council meeting on September 11, 2018.

11. REGULAR BUSINESS

- A. Consideration: Amendment to Master Fee Schedule
Recommendation: adopt a Resolution amending the Master Fee Schedule.

- B. Consideration: Resolution Authorizing the Issuance of City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018, Approving the Form and Authorizing Execution of An Indenture of Trust, An Escrow Agreement and A Bond Purchase Agreement and Authorizing Actions Related Thereto
Recommendation: adopt the Resolution authorizing the issuance of City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018, approving the form and authorizing execution of an Indenture of Trust, an Escrow Agreement and a Bond Purchase Agreement and Authorizing actions related thereto.

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.

None

13. ADJOURNMENT

City of King

Proclamation

Declaration of National Addiction and Recovery Month
September 2018

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effecting, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, an estimated 200,000 people in California are affected by these conditions; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Sun Street Centers invite all residents of King City, California to participate in National Recovery Month September 2018; and

NOW, THEREFORE, I, Mike LeBarre, Mayor of King City, do hereby declare September as National Recovery Month.


Mike LeBarre
Mayor

City of King

Proclamation

Honoring Jacob's Heart Children's Cancer Support Services and Declaration of Childhood Cancer Awareness Month

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, 1 in 285 children in our community are be diagnosed with cancer;

WHEREAS, cancer remains the leading cause of death by disease among children, more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

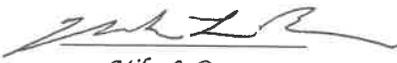
WHEREAS, families of children with cancer in the City of King City receive essential services from Jacob's Heart Children's Cancer Support Services, a local organization that has gained national awards and recognition for improving the quality of life for hundreds of local children with cancer and thousands of family members; and

WHEREAS, Jacob's Heart holds the memories and honors legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their precious memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 20 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in King City; and

WHEREAS, it is important for all King City residents to recognize the impact of pediatric cancer on families within our community and honor the lives of children in our community whose lives have been cut short by cancer; and

NOW, THEREFORE, I, Mike LeBarre, Mayor of King City, do hereby declare September as Childhood Cancer Awareness Month in the City of King City and do hereby honor Jacob's Heart Children's Cancer Support Services for 20 years of outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month, honoring children with cancer in our community.


Mike LeBarre
Mayor

**City Council Meeting
August 14, 2018**

1. CALL TO ORDER:

Regular Meeting called to order at 6:00pm by Mayor LeBarre.

2. FLAG SALUTE:

The flag salute was led by Council member Acosta

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:

No recordable actions taken at the last meeting.

5. PRESENTATIONS:

A. Mayor's Commendation for Ramon Ramos for his dedicated years of service.
City Manager Adams introduced this item and Mayor LeBarre presented Ramon with his framed commendation.

B. Captain Allen Rowe Retirement.
Chief Masterson gave background and thanks for the Captains time here with us in King City and he will be missed. Mayor LeBarre presented him with a plaque with appreciation. The Sergeants association presented Captain Rowe with a plaque as well on behalf of the entire Police Department.

C. Director Debbie Hale of the Transportation Agency for Monterey County
"What's at Risk: Local Projects Funded by Measure X and State Gas Taxes"
Ms. Hale went over King City Projects that are at risk that are funded by Measure X and the State Gas Tax. She gave out handouts on SB1 Gas Tax and what is at risk. She came to make the council aware that the money could be taken away as a group is putting Prop 6 on the ballot to take gas tax away.

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member Cullen stated that the Chamber of Commerce will be formally endorsing the sales tax measure.

Mayor Pro Tem Victoria congratulated the City on National Night out. He is still working on El Grito with the Chamber of Commerce the Mayor and Council are invited. AMBAG stated that between Monterey and Marina they are working on the shoulders for transportation.

Council Member Acosta stated she appreciates her fellow council members who serve on other committees and her committee 4 Cities 4 Peace is on hiatus right now and she would like to find a way to keep 4C4P going.

Council Member DeLeon had nothing to report.

Mayor LeBarre gave congratulations to staff on National Night out. He had some meetings assembly member on affordable housing, West Coast barrel racers will be back in town and he wanted to mention that the night officers is noticing more people walking around town at night.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated October 4th is the block party date. ProYouth is fully staffed. Starting up the parenting part of the Comprehensive Plan to End Youth Violence. Touring effort is starting, promoting King City as a wine country destination. King City Power is in full swing, working solar and wind powered projects.

City Attorney Chaffin thanked for the opportunity to participate at National Night out. Announced that his firm will be at League of California Cities in Long Beach and invited council that attend to go to their reception.

9. CONSENT AGENDA

- A. Meeting Minutes of July 10, 2018 Council Meeting
- B. City July 2018 Invoices Paid
- C. Consideration: Rental Fee for Use of City Park by Salinas Valley Fair for a Special Event August 29 – September 3, 2018 and Adoption of a Class 23 Categorical Exemption (Normal Operations) Under CEQA Guidelines §15323
- D. Consideration: Closure of Police Department Temporary Holding Cells
- E. Consideration: Lease Renewals for Mesa Del Rey Airport Portable and Executive Hangar Spaces, and adoption of a Class 1 Categorical exemption (Existing Facilities) under CEQA Guidelines §15301
- F. Consideration: City's Response to the 2017-2018 Monterey County Civil Grand Jury Final Report: "Who's in Charge? Stepping Up on Homelessness in Monterey County"
- G. Consideration: Second Reading of An Ordinance Amending Chapter 17.03 Of Title 17 Of The King City Municipal Code Pertaining To Commercial Cannabis Activity; Amending Chapter 17.30 Of Title 17 Of The King City Municipal Code Pertaining To M-1 Industrial District; Amending Chapter 17.31 Of Title 17 Of The King City Municipal Code Pertaining To M-2 Industrial District; And Second Reading Of An Ordinance Amending Section D.3(G) Of Chapter 4 (Development Standards) Of The East Ranch Business Park Specific Plan For The Purpose Of Adding Non-Storefront Cannabis Retail Sales, and adoption of CEQA findings under CEQA Guidelines §15061(b)(3), §15307 and §15308
- H. Consideration: Appropriation for City Facility Improvements

City Attorney read the titles of the ordinances into the record.

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: Introduction of an Ordinance of the City Council of the City of King Amending Chapter 22 of the King City Municipal Code Governing Parking Regulations within the Boundaries of King City

City Manager Steve Adams, introduced this item.

Mayor LeBarre read the title into the record stating that the first reading is being waived.

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

Mayor LeBarre closed the public hearing.

Action: Motion to introduce an Ordinance amending Municipal Code Chapter 22 to remove parking restrictions on portions of Lynn Street and Ellis Street to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance by Cullen and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

None

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular meeting to closed session at 6:51p.m. The Mayor announced the title of the item for closed session.

- A. Conference with Real Property Negotiators
Properties: APN #026-351-19
Agency Negotiators: Steven Adams
Negotiating Luke Gowdy

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY AUGUST 2, 2018 INVOICES PAID

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 invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Edit List of Invoices – Detail W/GL

**CITY COUNCIL/CITY
CONSIDERATION OF CITY JUNE 2018 INVOICES PAID
AUGUST 28, 2018
PAGE 2 OF 2**

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)

Date: 08/02/2018

Time: 11:27 am

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	STEVEN ADAMS	08/02/2018	WFB	Mileage Expense		
	629 HEIRLOOM PLACE	08/02/2018	N			152.06
73276	KING CITY	07/24/2018	N	N		0.00
ADAMSS	CA 93930	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	07242018			0.00
						152.06

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-551.000	Conference, Travel & Meals	152.06	0.00
Distribution Total		152.06	0.00

Vendor Total: 152.06

	ALCANTAR HARDWARE INC	08/02/2018	WFB	Batteries for Irrigation		
	600 BROADWAY ST	08/02/2018	N	Valves.		6.48
73259	KING CITY	07/11/2018	N	N		0.00
KCTVHARD	CA 93930	07/11/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/11/2018	494946			0.00
						6.48

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	6.48	0.00
Distribution Total		6.48	0.00

Vendor Total: 6.48

	ALLIANT INSURANCE SERVICES	08/02/2018	WFB	AMVP-Physical Damage -		
	1301 DOVE STREET, STE. 200	08/02/2018	N	Renewal Premium		8,296.00
73254	NEWPORT BEACH	07/01/2018	N	N		0.00
ALLIANT	CA 92660-2436	07/01/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/01/2018	860723			0.00
						8,296.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.105	Vehicle Insurance	8,296.00	0.00
Distribution Total		8,296.00	0.00

Vendor Total: 8,296.00

	JOSEPH ANDRIOLA	08/02/2018	WFB	Conference/Meeting Meals		
		08/02/2018	N	8/16/18 - 8/18/18		150.00
73274		08/15/2018	N	N		0.00
ANDRIOLA		08/15/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/15/2018	08152018			0.00
						150.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-551.000	Conference, Travel & Meals	150.00	0.00
Distribution Total		150.00	0.00

Vendor Total: 150.00

	AT&T	08/02/2018	WFB	KCPD Line -		
	PO BOX 9011	08/02/2018	N	#9391048339		20.31
73270	CAROL STREAM	07/24/2018	N	N		0.00
AT&T - C	IL 60197-9011	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	11673931			0.00
						20.31

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-536.301	911 Dispatch Services	20.31	0.00
Distribution Total		20.31	0.00

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)

Date: 08/02/2018

Time: 11:27 am

Page 2

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	AT&T	08/02/2018	WFB	911 Line -	
	PO BOX 9011	08/02/2018	N	#9391036550	19.18
73271	CAROL STREAM	07/24/2018	N	N	0.00
AT&T - C	IL 60197-9011	07/24/2018	0.00	N	0.00
	<Emailing Stub Disabled>	07/24/2018	11674520		19.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-536.301	911 Dispatch Services	19.18	0.00
Distribution Total		19.18	0.00

Vendor Total: 39.49

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CALIFORNIA POLICE CHIEFS ASS	08/02/2018	WFB	SGT Advertisement	
	P O BOX 255745	08/02/2018	N		300.00
73263	SACRAMENTO	07/26/2018	N	N	0.00
CA POLICE	CA 95865-5745	07/26/2018	0.00	N	0.00
	<Emailing Stub Disabled>	07/26/2018	11164		300.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-535.102	Recruitment Services	300.00	0.00
Distribution Total		300.00	0.00

Vendor Total: 300.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	HYDRO TURF, INC.	08/02/2018	WFB	Irrigation Timers for Broadway	
	750 WORK STREET	08/02/2018	N		77.70
73260	SALINAS	07/02/2018	N	N	0.00
HYDRO TURF	CA 93901	07/02/2018	0.00	N	0.00
	<Emailing Stub Disabled>	07/02/2018	1701075		77.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	77.70	0.00
Distribution Total		77.70	0.00

Vendor Total: 77.70

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	INTEGRATED CROP MANAGEMENI	08/02/2018	WFB	Weed Killer for WWTP Ponds.	
	635 SANBORN PLACE, SUITE 22	08/02/2018	N		440.82
73258	SALINAS	07/06/2018	N	N	0.00
ICMC	CA 93901	07/06/2018	0.00	N	0.00
	<Emailing Stub Disabled>	07/06/2018	257104		440.82

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	440.82	0.00
Distribution Total		440.82	0.00

Vendor Total: 440.82

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	JOSE RODRIGUEZ	08/02/2018	WFB	Repair Maint on Truck #30	
	112 SOUTH FIRST STREET	08/02/2018	N		1,109.54
73261	KING CITY	07/11/2018	N	N	0.00
TIRE KING	CA 93930	07/11/2018	0.00	Y	0.00
	<Emailing Stub Disabled>	07/11/2018	66142		1,109.54

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	1,109.54	0.00
Distribution Total		1,109.54	0.00

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)

Date: 08/02/2018

Time: 11:27 am

Page 3

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use-Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount

Vendor Total: 1,109.54

73275	RYAN KENEDY	08/02/2018	WFB	Conference/Meeting Meals.		
		08/02/2018	N	8/16/18 - 8/18/18		150.00
KENEDY		08/15/2018	N	N		0.00
		08/15/2018	0.00	0		0.00
	<Emailing Stub Disabled>	08/15/2018	08152018			150.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-551.000	Conference, Travel & Meals	150.00	0.00
Distribution Total		150.00	0.00

Vendor Total: 150.00

73256	LINCOLN AQUATICS	08/02/2018	WFB	Pool Supplies		
	2051 COMMERCE AVE.	08/02/2018	N			1,885.75
LINCOLN	CONCORD	07/11/2018	N	N		0.00
	CA 94520	07/11/2018	0.00	0		0.00
	<Emailing Stub Disabled>	07/11/2018	Q2002301			1,885.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	1,885.75	0.00
Distribution Total		1,885.75	0.00

Vendor Total: 1,885.75

73255	MBASIA	08/02/2018	WFB	Insurance Premium -		
	100 PINE STREET, 11TH FLOOR	08/02/2018	N	Liability/Workers Comp Ins.		293,889.67
M BASIA	SAN FRANCISCO	07/09/2018	N	N		0.00
	CA 94111	07/09/2018	0.00	0		0.00
	<Emailing Stub Disabled>	07/09/2018	180701-6			293,889.67

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.101	Fire & Property Insurance	41,020.00	0.00
10-121-515.080	Workers' Compensation Ins	230.03	0.00
10-131-515.080	Workers' Compensation Ins	383.68	0.00
10-231-515.080	Workers' Compensation Ins	275.31	0.00
10-241-515.080	Workers' Compensation Ins	107.50	0.00
10-264-515.080	Workers' Compensation Ins	26,583.23	0.00
10-311-515.080	Workers' Compensation Ins	767.36	0.00
10-312-515.080	Workers' Compensation Ins	377.56	0.00
10-315-515.080	Workers' Compensation Ins	62,158.05	0.00
10-320-515.080	Workers' Compensation Ins	767.36	0.00
10-422-515.080	Workers' Compensation Ins	253.28	0.00
10-431-515.080	Workers' Compensation Ins	215.00	0.00
10-621-515.080	Workers' Compensation Ins	6,292.72	0.00
15-440-515.080	Workers' Compensation Ins	284.05	0.00
18-412-515.080	Workers' Compensation Ins	996.35	0.00
22-423-515.080	Workers' Compensation Ins	185.29	0.00
10-264-555.103	Liability Insurance (MBASIA)	150,611.50	0.00
10-264-515.086	Employee Assistance Program	2,381.40	0.00
Distribution Total		293,889.67	0.00

Vendor Total: 293,889.67

73269	MONTEREY BAY OFFICE PRODU	08/02/2018	WFB	Copier Maint. Contract		
	325 VICTOR ST. SUITE A	08/02/2018	N			609.78
MO BAY SYS	SALINAS	07/18/2018	N	N		0.00
	CA 93907	07/18/2018	0.00	0		0.00
	<Emailing Stub Disabled>	07/18/2018	338171			609.78

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)

Date: 08/02/2018

Time: 11:27 am

Page 4

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-543.201	Copier Maintenance	609.78	0.00
Distribution Total		609.78	0.00

Vendor Total: 609.78

73265	OFFICE DEPOT	08/02/2018		WFB	Receipt Books	
	P O BOX 29248	08/02/2018		N		73.60
	PHOENIX	07/24/2018		N	N	0.00
OFFICE DEP	AZ 85038-9248	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	166669873001			73.60

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-521.000	Office Supplies	73.60	0.00
Distribution Total		73.60	0.00

73266	OFFICE DEPOT	08/02/2018		WFB	Wipes for Fingerprints	
	P O BOX 29248	08/02/2018		N		15.11
	PHOENIX	07/20/2018		N	N	0.00
OFFICE DEP	AZ 85038-9248	07/20/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/20/2018	166784128001			15.11

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-521.000	Office Supplies	15.11	0.00
Distribution Total		15.11	0.00

73267	OFFICE DEPOT	08/02/2018		WFB	Copy Paper	
	P O BOX 29248	08/02/2018		N		32.12
	PHOENIX	07/19/2018		N	N	0.00
OFFICE DEP	AZ 85038-9248	07/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2018	166784197001			32.12

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-521.102	Copier Supplies	32.12	0.00
Distribution Total		32.12	0.00

73268	OFFICE DEPOT	08/02/2018		WFB	Fingerprint Pads	
	P O BOX 29248	08/02/2018		N		21.63
	PHOENIX	07/19/2018		N	N	0.00
OFFICE DEP	AZ 85038-9248	07/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2018	166784198001			21.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-522.104	Fingerprinting Supplies	21.63	0.00
Distribution Total		21.63	0.00

Vendor Total: 142.46

73257	ORTIZ'S TREE SERVICE	08/02/2018		WFB	Tree Removal	
	170 SUSSEX WAY	08/02/2018		N		800.00
	KING CITY	07/12/2018		N	N	0.00
ORTIZ'S TR	CA 93930	07/12/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/12/2018	35			800.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-556.000	Contract Services/Rentals	800.00	0.00
Distribution Total		800.00	0.00

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)

Date: 08/02/2018

Time: 11:27 am

Page 5

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Vendor Total: 800.00

73262	PETE'S AUTOMOTIVE REPAIR	08/02/2018	WFB	Service 2008 Ford F250.	
	110 ELLIS ST. STE B	08/02/2018	N	Repair Emergency Flashers.	561.30
	KING CITY	07/10/2018	N	N	0.00
PETE'S AUT	CA 93930	07/10/2018	0.00	Y	0
	<Emailing Stub Disabled>	07/10/2018	26470		561.30

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.200	Equipment Repair & Maintenance	561.30	0.00
Distribution Total		561.30	0.00

Vendor Total: 561.30

73272	QUILL CORPORATION	08/02/2018	WFB	Operating Supplies	
	PO BOX 37600	08/02/2018	N		169.67
	PHILADELPHIA	07/16/2018	N	N	0.00
QUILL CORP	PA 19101-0600	07/16/2018	0.00	N	0
	<Emailing Stub Disabled>	07/16/2018	8552075		169.67

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-522.000	Operating Supplies	169.67	0.00
Distribution Total		169.67	0.00

73273	QUILL CORPORATION	08/02/2018	WFB	Name Plate City Attorney.	
	PO BOX 37600	08/02/2018	N		30.94
	PHILADELPHIA	07/20/2018	N	N	0.00
QUILL CORP	PA 19101-0600	07/20/2018	0.00	N	0
	<Emailing Stub Disabled>	07/20/2018	8695435		30.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-521.000	Office Supplies	30.94	0.00
Distribution Total		30.94	0.00

Vendor Total: 200.61

73264	ALLEN ROWE	08/02/2018	WFB	Lights Bulbs	
	1142 THIRD ST	08/02/2018	75607	N	14.06
	MONTEREY	07/30/2018	N	N	0.00
ROWE	CA 93940	07/30/2018	0.00	N	0
	<Emailing Stub Disabled>	07/30/2018	07302018		14.06

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-521.000	Office Supplies	14.06	0.00
Distribution Total		14.06	0.00

Vendor Total: 14.06

Grand Total: 308,825.72
 Less Credit Memos: 0.00
 Net Total: 308,825.72
 Less Hand Check Total: 0.00
 Outstanding Invoice Total: 308,825.72

Total Invoices: 23



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY AUGUST 10, 2018 INVOICES PAID

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 invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

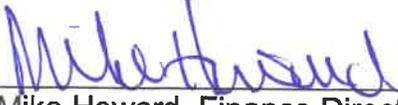
The following alternatives are provided for Council consideration:

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

Exhibits:

1. Edit List of Invoices – Detail W/GL

**CITY COUNCIL/CITY
CONSIDERATION OF CITY JUNE 2018 INVOICES PAID
AUGUST 28, 2018
PAGE 2 OF 2**

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73281	A.D. STARR	06/30/2018	WFB	Softball -	
	61 SOUTH 4TH STREET	08/10/2018	N	Cust. #4576	181.27
ADSTARR	PITTSBURGH	03/26/2018	N	N	0.00
	PA 15219	03/26/2018	0.00	0	0.00
	<Emailing Stub Disabled>	03/26/2018	173800		181.27

GL Number	Account Name	Pay Amount	Relieve Amount
10-626-522.000	Operating Supplies	181.27	0.00
Distribution Total		181.27	0.00

Vendor Total: 181.27

73282	ALCANTAR HARDWARE INC	06/30/2018	WFB	Repair Drip System	
	600 BROADWAY ST	08/10/2018	N		8.65
KCTVHARD	KING CITY	06/27/2018	N	N	0.00
	CA 93930	06/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	06/27/2018	494479		8.65

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	8.65	0.00
Distribution Total		8.65	0.00

73283	ALCANTAR HARDWARE INC	06/30/2018	WFB	Air Filters for AC	
	600 BROADWAY ST	08/10/2018	N		52.78
KCTVHARD	KING CITY	06/26/2018	N	N	0.00
	CA 93930	06/26/2018	0.00	0	0.00
	<Emailing Stub Disabled>	06/26/2018	494434		52.78

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	52.78	0.00
Distribution Total		52.78	0.00

73284	ALCANTAR HARDWARE INC	06/30/2018	WFB	Tile Cleaner	
	600 BROADWAY ST	08/10/2018	N		15.56
KCTVHARD	KING CITY	06/14/2018	N	N	0.00
	CA 93930	06/14/2018	0.00	0	0.00
	<Emailing Stub Disabled>	06/14/2018	494044		15.56

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.102	Janitorial Supplies	15.56	0.00
Distribution Total		15.56	0.00

73285	ALCANTAR HARDWARE INC	06/30/2018	WFB	Fuse for Handycap Lift	
	600 BROADWAY ST	08/10/2018	N	swimming pools.	1.94
KCTVHARD	KING CITY	06/27/2018	N	N	0.00
	CA 93930	06/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	06/27/2018	494495		1.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-623-543.000	Repair & Maintenance	1.94	0.00
Distribution Total		1.94	0.00

73286	ALCANTAR HARDWARE INC	06/30/2018	WFB	Lock for breaker box at	
	600 BROADWAY ST	08/10/2018	N	Creekbridge Soccer.	34.62
KCTVHARD	KING CITY	06/27/2018	N	N	0.00
	CA 93930	06/27/2018	0.00	0	0.00
	<Emailing Stub Disabled>	06/27/2018	494500		34.62

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 2

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-620-543.000	Repair & Maintenance				34.62	0.00
Distribution Total					34.62	0.00

73287	ALCANTAR HARDWARE INC	06/30/2018		WFB	Rest Rooms Key	
	600 BROADWAY ST	08/10/2018		N		2.70
KCTVHARD	KING CITY	06/18/2018		N	N	0.00
	CA 93930	06/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2018	494134			2.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-522.118	Small Tools & Equipment	2.70	0.00
Distribution Total		2.70	0.00

73288	ALCANTAR HARDWARE INC	06/30/2018		WFB	Repair Irrigation Valve	
	600 BROADWAY ST	08/10/2018		N		35.09
KCTVHARD	KING CITY	06/20/2018		N	N	0.00
	CA 93930	06/20/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/20/2018	494249			35.09

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	35.09	0.00
Distribution Total		35.09	0.00

73289	ALCANTAR HARDWARE INC	06/30/2018		WFB	Lawn Mower Repair	
	600 BROADWAY ST	08/10/2018		N		4.32
KCTVHARD	KING CITY	06/21/2018		N	N	0.00
	CA 93930	06/21/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/21/2018	494282			4.32

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	4.32	0.00
Distribution Total		4.32	0.00

Vendor Total: 155.66

73290	ALESHIRE & WYNDER LLP	06/30/2018		WFB	Legal Services General.	
	18881 VON KARMAN AVE	08/10/2018		N	Non-Storefront Cannabis.	15,272.08
A & W	IRVINE	07/26/2018		N	N	0.00
	CA 92612	07/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/26/2018	47352			15,272.08

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	11,253.08	0.00
10-000-204.807	MD Biodesign	4,019.00	0.00
Distribution Total		15,272.08	0.00

73291	ALESHIRE & WYNDER LLP	06/30/2018		WFB	Legal Services - Litigation	
	18881 VON KARMAN AVE	08/10/2018		N		3,821.56
A & W	IRVINE	07/26/2018		N	N	0.00
	CA 92612	07/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/26/2018	47353			3,821.56

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	3,821.56	0.00
Distribution Total		3,821.56	0.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 3

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73292	ALESHIRE & WYNDER LLP	06/30/2018	WFB	Legal Services-Personnel		
A & W	18881 VON KARMAN AVE	08/10/2018	N			7,277.50
	IRVINE	07/26/2018	N	N		0.00
	CA 92612	07/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/26/2018	47354			7,277.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	7,277.50	0.00
Distribution Total		7,277.50	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73293	ALESHIRE & WYNDER LLP	06/30/2018	WFB	Legal Services - Plannine		
A & W	18881 VON KARMAN AVE	08/10/2018	N			3,705.00
	IRVINE	07/26/2018	N	N		0.00
	CA 92612	07/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/26/2018	47355			3,705.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	3,705.00	0.00
Distribution Total		3,705.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73294	ALESHIRE & WYNDER LLP	06/30/2018	WFB	Legal Services - Airport		
A & W	18881 VON KARMAN AVE	08/10/2018	N			874.00
	IRVINE	07/26/2018	N	N		0.00
	CA 92612	07/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/26/2018	47357			874.00

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-531.000	Legal Services	874.00	0.00
Distribution Total		874.00	0.00

Vendor Total: 30,950.14

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73348	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	UPS-Install City Hall		
ALVAREZ	P O BOX 965	08/10/2018	N			75.00
	SALINAS	06/14/2018	N	N		0.00
	CA 93902	06/14/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2018	47028			75.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-574.500	Computer Hardware/Software	75.00	0.00
Distribution Total		75.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73349	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	Install Firewall for Rec Dept		
ALVAREZ	P O BOX 965	08/10/2018	N			262.50
	SALINAS	04/30/2018	N	N		0.00
	CA 93902	04/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	04/30/2018	46180			262.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-574.500	Computer Hardware/Software	262.50	0.00
Distribution Total		262.50	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73350	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	City of King City - Fax		
ALVAREZ	P O BOX 965	08/10/2018	N			181.50
	SALINAS	06/19/2018	N	N		0.00
	CA 93902	06/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/19/2018	47460			181.50

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 4

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-264-574.500	Computer Hardware/Software				181.50	0.00
Distribution Total					181.50	0.00

73351	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	Netgear pick up &		
	P O BOX 965	08/10/2018	N	hard drive.		87.00
ALVAREZ	SALINAS	06/29/2018	N	N		0.00
	CA 93902	06/29/2018	0.00	0		0.00
	<Emailing Stub Disabled>	06/29/2018	47350			87.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-574.500	Computer Hardware/Software	87.00	0.00
Distribution Total		87.00	0.00

73352	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	City of King - Internet Down.		
	P O BOX 965	08/10/2018	N			9,133.00
ALVAREZ	SALINAS	05/18/2018	N	N		0.00
	CA 93902	05/18/2018	0.00	0		0.00
	<Emailing Stub Disabled>	05/18/2018	47508			9,133.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-574.500	Computer Hardware/Software	9,133.00	0.00
Distribution Total		9,133.00	0.00

73353	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	City of King - Rec Center		
	P O BOX 965	08/10/2018	N	Phones.		2,200.50
ALVAREZ	SALINAS	04/11/2018	N	N		0.00
	CA 93902	04/11/2018	0.00	0		0.00
	<Emailing Stub Disabled>	04/11/2018	47468			2,200.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-574.500	Computer Hardware/Software	2,200.50	0.00
Distribution Total		2,200.50	0.00

73354	ALVAREZ TECHNOLOGY GROUP	06/30/2018	WFB	KC Rec Center		
	P O BOX 965	08/10/2018	N	VPN not working		576.00
ALVAREZ	SALINAS	04/27/2018	N	N		0.00
	CA 93902	04/27/2018	0.00	0		0.00
	<Emailing Stub Disabled>	04/27/2018	46159			576.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-574.500	Computer Hardware/Software	576.00	0.00
Distribution Total		576.00	0.00

Vendor Total: 12,515.50

73322	AMERICAN SUPPLY CO.	06/30/2018	WFB	Janitorial Supply		
	P O BOX 2026	08/10/2018	N			709.25
AM SUPPLY	SALINAS,	06/20/2018	N	N		0.00
	CA 93902	06/20/2018	0.00	0		0.00
	<Emailing Stub Disabled>	06/20/2018	2812784			709.25

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	709.25	0.00
Distribution Total		709.25	0.00

Vendor Total: 709.25

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 5

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	BRISTY ARMER	06/30/2018	WFB	Swimming Lesson Refund		
	P O BOX 161	08/10/2018	N			50.00
73326	SAN LUCAS	06/22/2018	N	N		0.00
ARMERB	CA 93954	06/22/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/22/2018	06222018			50.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-475.005	Aquatics - Swim Lessons	50.00	0.00
Distribution Total		50.00	0.00

Vendor Total: 50.00

	AVIATION SPECIALTIES	06/30/2018	WFB	Maint Fuel Pump		
	265 SAN BENANCIO ROAD	08/10/2018	N			748.93
73279	SALINAS	06/30/2018	N	N		0.00
AVIATION S	CA 93908	06/30/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/30/2018	CofK0618			748.93

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.000	Repair & Maintenance	748.93	0.00
Distribution Total		748.93	0.00

	AVIATION SPECIALTIES	06/30/2018	WFB	Fuel Maint		
	265 SAN BENANCIO ROAD	08/10/2018	N			130.12
73280	SALINAS	06/30/2018	N	N		0.00
AVIATION S	CA 93908	06/30/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/30/2018	CofK0618b			130.12

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.000	Repair & Maintenance	130.12	0.00
Distribution Total		130.12	0.00

Vendor Total: 879.05

	CALIFORNIA BUILDING STANDAR	06/30/2018	WFB	Green Fees		
	2525 NATOMAS PARK DR., STE 1	08/10/2018	N			77.40
73301	SACRAMENTO	06/30/2018	N	N		0.00
CALIFOR	CA 95833	06/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/30/2018	06302018			77.40

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.109	SMIP Green Fees	77.40	0.00
Distribution Total		77.40	0.00

Vendor Total: 77.40

	CLIFTON T. UMSTEAD	06/30/2018	WFB	New Irrigation Timer -		
	602 B S. FIRST STREET	08/10/2018	N	Tennis Court Turf.		420.00
73295	KING CITY	06/26/2018	N	N		0.00
UMSTEAD EL	CA 93930	06/26/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/26/2018	3798			420.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.200	Equipment Repair & Maintenance	420.00	0.00
Distribution Total		420.00	0.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 6

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CLIFTON T. UMSTEAD	06/30/2018	WFB	Install Timer at KC Softball	
	602 B S. FIRST STREET	08/10/2018	N	Field.	941.75
73296	KING CITY	06/29/2018	N	N	0.00
UMSTEAD EL	CA 93930	06/29/2018	0.00	Y	0
	<Emailing Stub Disabled>	06/29/2018	3823		941.75

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.000	Contract Services/Rentals	941.75	0.00
Distribution Total		941.75	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CLIFTON T. UMSTEAD	06/30/2018	WFB	Repair and Replace Fuse	
	602 B S. FIRST STREET	08/10/2018	N	on gate at PD.	220.50
73297	KING CITY	06/26/2018	N	N	0.00
UMSTEAD EL	CA 93930	06/26/2018	0.00	Y	0
	<Emailing Stub Disabled>	06/26/2018	3801		220.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.200	Equipment Repair & Maintenance	220.50	0.00
Distribution Total		220.50	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CLIFTON T. UMSTEAD	06/30/2018	WFB	Maint & Repairs -	
	602 B S. FIRST STREET	08/10/2018	N	Sewer Lift Station	765.00
73298	KING CITY	07/02/2018	N	N	0.00
UMSTEAD EL	CA 93930	07/02/2018	0.00	Y	0
	<Emailing Stub Disabled>	07/02/2018	3827		765.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	765.00	0.00
Distribution Total		765.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CLIFTON T. UMSTEAD	06/30/2018	WFB	Repair gate at back	
	602 B S. FIRST STREET	08/10/2018	N	parking lot.	105.00
73299	KING CITY	06/26/2018	N	N	0.00
UMSTEAD EL	CA 93930	06/26/2018	0.00	Y	0
	<Emailing Stub Disabled>	06/26/2018	3796		105.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.200	Equipment Repair & Maintenance	105.00	0.00
Distribution Total		105.00	0.00

Vendor Total: 2,452.25

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CSG CONSULTANTS INC	06/30/2018	WFB	Building Official Services.	
	550 PILGRIM DRIVE	08/10/2018	N		12,005.00
73300	FOSTER CITY	07/20/2018	N	N	0.00
CSGCON	CA 94404	07/20/2018	0.00	Y	0
	<Emailing Stub Disabled>	07/20/2018	19059		12,005.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	12,005.00	0.00
Distribution Total		12,005.00	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CSG CONSULTANTS INC	06/30/2018	WFB	Plan Check Services for	
	550 PILGRIM DRIVE	08/10/2018	N	Building Permits.	18,642.33
73357	FOSTER CITY	06/30/2018	N	N	0.00
CSGCON	CA 94404	06/30/2018	0.00	Y	0
	<Emailing Stub Disabled>	06/30/2018	B180681		18,642.33

GL Number	Account Name	Pay Amount	Relieve Amount
-----------	--------------	------------	----------------

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 7

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	10-231-533.000	Contract Services			16,150.32
	10-000-204.808	Elite Molecular, LLC			187.50
	10-000-204.337	Golden State Sciences			2,304.51
	Distribution Total				18,642.33

Vendor Total: 30,647.33

73355	DEPARTMENT OF JUSTICE	06/30/2018	WFB	Fingerprinting	
	CASHIERING UNIT	08/10/2018	N		96.00
DEPT ACCNT	SACRAMENTO	05/03/2018	N	N	0.00
	CA 94244-2550	05/03/2018	0.00	N	0
	<Emailing Stub Disabled>	05/03/2018	301972A		96.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.311	DOJ Fingerprint Checks	96.00	0.00
Distribution Total		96.00	0.00

73356	DEPARTMENT OF JUSTICE	06/30/2018	WFB	Fingerprinting	
	CASHIERING UNIT	08/10/2018	N		96.00
DEPT ACCNT	SACRAMENTO	06/30/2018	N	N	0.00
	CA 94244-2550	06/30/2018	0.00	N	0
	<Emailing Stub Disabled>	06/30/2018	313621A		96.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.311	DOJ Fingerprint Checks	96.00	0.00
Distribution Total		96.00	0.00

Vendor Total: 192.00

73302	GONZALES IRRIGATION SYSTEM	06/30/2018	WFB	Canal Street Landscape.	
	P.O. DRAWER BB	08/10/2018	N		73.14
GIS	GONZALES	07/02/2018	N	N	0.00
	CA 93926	07/02/2018	0.00	N	0
	<Emailing Stub Disabled>	07/02/2018	KC100688		73.14

GL Number	Account Name	Pay Amount	Relieve Amount
10-428-522.129	Supplies-Landscaping	73.14	0.00
Distribution Total		73.14	0.00

73303	GONZALES IRRIGATION SYSTEM	06/30/2018	WFB	Irrigation Supply	
	P.O. DRAWER BB	08/10/2018	N		2.28
GIS	GONZALES	07/02/2018	N	N	0.00
	CA 93926	07/02/2018	0.00	N	0
	<Emailing Stub Disabled>	07/02/2018	KC100665		2.28

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	2.28	0.00
Distribution Total		2.28	0.00

73304	GONZALES IRRIGATION SYSTEM	06/30/2018	WFB	Irrigation Supply for	
	P.O. DRAWER BB	08/10/2018	N	Creekbridge Soccer.	117.46
GIS	GONZALES	07/09/2018	N	N	0.00
	CA 93926	07/09/2018	0.00	N	0
	<Emailing Stub Disabled>	07/09/2018	KC100769		117.46

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.000	Operating Supplies.	117.46	0.00
Distribution Total		117.46	0.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 8

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
73305	GONZALES IRRIGATION SYSTEM	06/30/2018	WFB	Repair Broken Water Line.		1.34
	P.O. DRAWER BB	08/10/2018	N			0.00
GIS	GONZALES	06/21/2018	N	N		0.00
	CA 93926	06/21/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/21/2018	KC100607			1.34

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	1.34	0.00
Distribution Total		1.34	0.00

Vendor Total: 194.22

73306	GREEN'S ACCOUNTING	06/30/2018	WFB	May & June 2018		24,276.13
	P.O. BOX 698	08/10/2018	N	Finance Services.		0.00
GREEN'S	GREENFIELD	07/09/2018	N	N		0.00
	CA 93927	07/09/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/09/2018	07092018			24,276.13

GL Number	Account Name	Pay Amount	Relieve Amount
10-131-534.102	Accounting Services	9,306.53	0.00
22-422-534.102	Accounting Services	7,484.80	0.00
18-412-534.102	Accounting Services	7,484.80	0.00
Distribution Total		24,276.13	0.00

Vendor Total: 24,276.13

73347	KELLY-MOORE PAINT COMPANY	06/30/2018	WFB	Traffic Mark YLW		1,249.49
	260 GRIFFIN STREET	08/10/2018	N	#801-34044936		0.00
KELLY	SALINAS	06/19/2018	N	N		0.00
	CA 93901	06/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/19/2018	801-480432			1,249.49

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.101	Painting & Striping Service	1,249.49	0.00
Distribution Total		1,249.49	0.00

Vendor Total: 1,249.49

73308	KING CITY BOXING CLUB	06/30/2018	WFB	Deposit Refund		100.00
	P O BOX 270	08/10/2018	N			0.00
KCBC	KING CITY	06/28/2018	N	N		0.00
	CA 93930	06/28/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/28/2018	06282018			100.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-471.026	Fireworks Application Fee	100.00	0.00
Distribution Total		100.00	0.00

Vendor Total: 100.00

73309	KING CITY INDUSTRIAL SUPPLY	06/30/2018	WFB	Repairs on mowing equipment.		13.08
	132 LYNN STREET	08/10/2018	N			0.00
KC IND	KING CITY,	06/12/2018	N	N		0.00
	CA 93930	06/12/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/12/2018	291529			13.08

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	13.08	0.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 9

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount

Distribution Total						13.08	0.00
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73310	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Cleaning paint machine.		
	132 LYNN STREET	08/10/2018		N			14.40
KC IND	KING CITY,	06/26/2018		N	N		0.00
	CA 93930	06/26/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/26/2018	291973				14.40

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.101	Painting & Striping Service	14.40	0.00
Distribution Total		14.40	0.00

73311	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	New Hitch		
	132 LYNN STREET	08/10/2018		N			14.99
KC IND	KING CITY,	06/29/2018		N	N		0.00
	CA 93930	06/29/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/29/2018	292342				14.99

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-543.200	Equipment Repair & Maintenance	14.99	0.00
Distribution Total		14.99	0.00

73312	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Cleaning First Street		
	132 LYNN STREET	08/10/2018		N	Landscaping.		60.58
KC IND	KING CITY,	06/15/2018		N	N		0.00
	CA 93930	06/15/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/15/2018	291923				60.58

GL Number	Account Name	Pay Amount	Relieve Amount
10-428-522.129	Supplies-Landscaping	60.58	0.00
Distribution Total		60.58	0.00

73313	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Gate at Airport.		
	132 LYNN STREET	08/10/2018		N			29.12
KC IND	KING CITY,	06/14/2018		N	N		0.00
	CA 93930	06/14/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/14/2018	291893				29.12

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.000	Repair & Maintenance	29.12	0.00
Distribution Total		29.12	0.00

73314	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Repairs at City Park.		
	132 LYNN STREET	08/10/2018		N			62.74
KC IND	KING CITY,	06/15/2018		N	N		0.00
	CA 93930	06/15/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/15/2018	291937				62.74

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	62.74	0.00
Distribution Total		62.74	0.00

73315	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Repair Maint of concrete		
	132 LYNN STREET	08/10/2018		N	sidewalk.		180.58
KC IND	KING CITY,	06/15/2018		N	N		0.00
	CA 93930	06/15/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	06/15/2018	291931				180.58

GL Number	Account Name	Pay Amount	Relieve Amount
-----------	--------------	------------	----------------

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 10

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-426-543.000	Repair & Maintenance				180.58	0.00
Distribution Total					180.58	0.00

73316	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Volunteer work equipment.	
	132 LYNN STREET	08/10/2018		N		51.84
KC IND	KING CITY,	06/15/2018		N	N	0.00
	CA 93930	06/15/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/15/2018	291942			51.84

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	51.84	0.00
Distribution Total		51.84	0.00

73317	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Volunteer Work.	
	132 LYNN STREET	08/10/2018		N		773.74
KC IND	KING CITY,	06/13/2018		N	N	0.00
	CA 93930	06/13/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/13/2018	291813			773.74

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	773.74	0.00
Distribution Total		773.74	0.00

73318	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Street Sweeper	
	132 LYNN STREET	08/10/2018		N		39.41
KC IND	KING CITY,	01/25/2018		N	N	0.00
	CA 93930	01/25/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/25/2018	286823			39.41

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.000	Repair & Maintenance	39.41	0.00
Distribution Total		39.41	0.00

73319	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Keep Signs Up at Little League.	
	132 LYNN STREET	08/10/2018		N		6.44
KC IND	KING CITY,	01/24/2018		N	N	0.00
	CA 93930	01/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/24/2018	286784			6.44

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	6.44	0.00
Distribution Total		6.44	0.00

73320	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Street Sweeper Supplies	
	132 LYNN STREET	08/10/2018		N		356.77
KC IND	KING CITY,	01/23/2018		N	N	0.00
	CA 93930	01/23/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/23/2018	286322			356.77

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.200	Equipment Repair & Maintenance	356.77	0.00
Distribution Total		356.77	0.00

73321	KING CITY INDUSTRIAL SUPPLY	06/30/2018		WFB	Safety Equipment	
	132 LYNN STREET	08/10/2018		N		41.06
KC IND	KING CITY,	06/06/2018		N	N	0.00
	CA 93930	06/06/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2018	292528			41.06

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 11

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-522.000	Operating Supplies	41.06	0.00
Distribution Total		41.06	0.00

Vendor Total: 1,644.75

73324	L.A. HEARNE COMPANY	06/30/2018		WFB	Pool Supply	
	512 METZ ROAD	08/10/2018		N		741.60
	KING CITY,	06/25/2018		N	N	0.00
LA HEARNE	CA 93930	06/25/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/25/2018	06302018			741.60

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	413.57	0.00
10-426-522.000	Operating Supplies	328.03	0.00
Distribution Total		741.60	0.00

Vendor Total: 741.60

73325	MONTEREY COUNTY EMERGENC	06/30/2018		WFB	Dispatching Fees FY 17-18	
	LYNN DIEBOLD, DIRECTOR	08/10/2018		N		250,483.42
	SALINAS	06/30/2018		N	N	0.00
MO CO EMER	CA 93906	06/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/30/2018	2017-2018			250,483.42

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-536.301	911 Dispatch Services	250,483.42	0.00
Distribution Total		250,483.42	0.00

Vendor Total: 250,483.42

73327	O'REILLY AUTOMOTIVE, INC.	06/30/2018		WFB	Battery for Sewer Machine.	
	P.O. BOX 9464	08/10/2018		N		122.46
	SPRINGFIELD	06/21/2018		N	N	0.00
O'REILLY A	MO 65801-9464	06/21/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/21/2018	3133-103047			122.46

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.301	Vehicles Repair & Maint	122.46	0.00
Distribution Total		122.46	0.00

73328	O'REILLY AUTOMOTIVE, INC.	06/30/2018		WFB	Pad Lock for Lift	
	P.O. BOX 9464	08/10/2018		N	Station.	15.14
	SPRINGFIELD	08/10/2018		N	N	0.00
O'REILLY A	MO 65801-9464	08/10/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/10/2018	3133-102687			15.14

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	15.14	0.00
Distribution Total		15.14	0.00

Vendor Total: 137.60

73329	PG&E	06/30/2018		WFB	Electric Charges -	
	P.O. BOX 997300	08/10/2018		N	#3845488588-0	33,760.35
	SACRAMENTO	07/10/2018		N	N	0.00
PAC	CA 95899-7300	07/10/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/10/2018	2017-18			33,760.35

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 12

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.102	Gas & Electricity	1,508.21	0.00
10-312-541.102	Gas & Electricity	2,931.93	0.00
10-321-541.102	Gas & Electricity	901.16	0.00
10-620-541.102	Gas & Electricity	1,827.60	0.00
22-427-541.102	Gas & Electricity	12,671.50	0.00
10-428-541.102	Gas & Electricity	585.82	0.00
10-430-541.102	Gas & Electricity	1,000.08	0.00
10-426-541.102	Gas & Electricity	5,098.60	0.00
10-429-541.102	Gas & Electricity	1,065.28	0.00
36-465-541.102	Gas & Electricity	445.06	0.00
10-623-541.102	Gas & Electricity	584.87	0.00
15-440-541.102	Gas & Electricity	1,087.29	0.00
18-412-541.102	Gas & Electricity	4,052.95	0.00
Distribution Total		33,760.35	0.00

	PG&E	06/30/2018		WFB	Electric Services -	
	P.O. BOX 997300	08/10/2018		N	#3845488588-0	375.49
73330	SACRAMENTO	07/24/2018		N	N	0.00
PAC	CA 95899-7300	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	07242018			375.49

GL Number	Account Name	Pay Amount	Relieve Amount
22-427-541.102	Gas & Electricity	375.49	0.00
Distribution Total		375.49	0.00

	PG&E	06/30/2018		WFB	Electric & Gas Charges	
	P.O. BOX 997300	08/10/2018		N	#3845488588-0	742.61
73331	SACRAMENTO	06/29/2018		N	N	0.00
PAC	CA 95899-7300	06/29/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/29/2018	06292018			742.61

GL Number	Account Name	Pay Amount	Relieve Amount
22-427-541.102	Gas & Electricity	682.22	0.00
10-426-541.102	Gas & Electricity	27.24	0.00
15-440-541.102	Gas & Electricity	33.15	0.00
Distribution Total		742.61	0.00

	PG&E	06/30/2018		WFB	Electric & Gas Charges -	
	P.O. BOX 997300	08/10/2018		N	#3845488588-0	4,953.05
73332	SACRAMENTO	06/25/2018		N	N	0.00
PAC	CA 95899-7300	06/25/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/25/2018	06252018			4,953.05

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.102	Gas & Electricity	95.95	0.00
10-312-541.102	Gas & Electricity	138.79	0.00
10-321-541.102	Gas & Electricity	131.71	0.00
10-620-541.102	Gas & Electricity	3,096.72	0.00
22-427-541.102	Gas & Electricity	1,489.88	0.00
Distribution Total		4,953.05	0.00

	PG&E	06/30/2018		WFB	Electric Charges	
	P.O. BOX 997300	08/10/2018		N	#3845488588-0	-588.52
73333	SACRAMENTO	06/14/2018		N	N	0.00
PAC	CA 95899-7300	06/14/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2018	06142018			-588.52

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 13

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

22-427-541.102		Gas & Electricity			-1,142.52	0.00
10-430-541.102		Gas & Electricity			554.00	0.00
Distribution Total					-588.52	0.00

73334	PG&E	06/30/2018	WFB	Electric Charges		
PAC	P.O. BOX 997300	08/10/2018	N	#3845488588-0		-429.62
	SACRAMENTO	05/29/2018	N	N		0.00
	CA 95899-7300	05/29/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/29/2018	05292018			-429.62

GL Number	Account Name	Pay Amount	Relieve Amount
22-427-541.102	Gas & Electricity	-429.62	0.00
Distribution Total		-429.62	0.00

73335	PG&E	06/30/2018	WFB	Electric Charges -		
PAC	P.O. BOX 997300	08/10/2018	N	#2351260399-6		84.13
	SACRAMENTO	06/22/2018	N	N		0.00
	CA 95899-7300	06/22/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/22/2018	06222018			84.13

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-541.102	Gas & Electricity	84.13	0.00
Distribution Total		84.13	0.00

73336	PG&E	06/30/2018	WFB	Electric Charges -		
PAC	P.O. BOX 997300	08/10/2018	N	#2351260399-6		77.31
	SACRAMENTO	05/23/2018	N	N		0.00
	CA 95899-7300	05/23/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/23/2018	05232018			77.31

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-541.102	Gas & Electricity	77.31	0.00
Distribution Total		77.31	0.00

73358	PG&E	06/30/2018	WFB	Electric Charges -		
PAC	P.O. BOX 997300	08/10/2018	N	#2351260399-6		90.41
	SACRAMENTO	07/24/2018	N	N		0.00
	CA 95899-7300	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	6/22-7/23/18			90.41

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-541.102	Gas & Electricity	90.41	0.00
Distribution Total		90.41	0.00

Vendor Total: 39,065.21

73343	SOCIAL VOCATIONAL SERVICES	06/30/2018	WFB	June Car Washes		
SVSCIENT	3555 TORRANCE BOULEVARD	08/10/2018	N			420.00
	TORRANCE	06/30/2018	N	N		0.00
	CA 90503	06/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/30/2018	25F1806-IN			420.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.315	Auto Detail Service	420.00	0.00
Distribution Total		420.00	0.00

Vendor Total: 420.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 14

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	T & T PAVEMENT MARKINGS	06/30/2018	WFB	Paint for Street Striping.		
	3276 W. SUSSEX WAY	08/10/2018	N			1,468.68
73338	FRESNO	06/20/2018	N	N		0.00
T&T PAVE	CA 93722	06/20/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/20/2018	2018233			1,468.68

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.101	Painting & Striping Service	1,468.68	0.00
Distribution Total		1,468.68	0.00

Vendor Total: 1,468.68

	THE SPCA FOR MONTEREY COUI	06/30/2018	WFB	SPCA Fees		
	P O BOX 3058	08/10/2018	N			5,300.00
73337	MONTEREY	06/30/2018	N	N		0.00
SPCA	CA 93942	06/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/30/2018	6-18			5,300.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-318-538.304	Veterinary Services	5,300.00	0.00
Distribution Total		5,300.00	0.00

Vendor Total: 5,300.00

	TORO PETROLEUM CORP.	06/30/2018	WFB	Gas - Acct #1679		
	308 W. MARKET ST.	08/10/2018	N			1,338.51
73339	SALINAS	05/15/2018	N	N		0.00
TORO	CA 93901	05/15/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/15/2018	CLO7365			1,338.51

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.302	Gasoline	44.39	0.00
10-426-543.302	Gasoline	147.83	0.00
10-429-543.302	Gasoline	177.31	0.00
22-423-543.302	Gasoline	583.20	0.00
10-161-543.302	Gasoline	385.78	0.00
Distribution Total		1,338.51	0.00

	TORO PETROLEUM CORP.	06/30/2018	WFB	Gas - Acct #1679		
	308 W. MARKET ST.	08/10/2018	N			1,600.98
73340	SALINAS	05/31/2018	N	N		0.00
TORO	CA 93901	05/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/31/2018	CLO7833			1,600.98

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-543.302	Gasoline	66.95	0.00
10-426-543.302	Gasoline	251.87	0.00
10-429-543.302	Gasoline	314.71	0.00
22-423-543.302	Gasoline	705.72	0.00
10-161-543.302	Gasoline	261.73	0.00
Distribution Total		1,600.98	0.00

	TORO PETROLEUM CORP.	06/30/2018	WFB	Gas - Acct #1679		
	308 W. MARKET ST.	08/10/2018	N			1,054.86
73341	SALINAS	06/15/2018	N	N		0.00
TORO	CA 93901	06/15/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/15/2018	CLO8392			1,054.86

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 15

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

	10-321-543.302	Gasoline			150.37	0.00
	10-422-543.302	Gasoline			52.84	0.00
	10-426-543.302	Gasoline			140.85	0.00
	10-429-543.302	Gasoline			338.92	0.00
	22-423-543.302	Gasoline			225.77	0.00
	10-161-543.302	Gasoline			146.11	0.00
	Distribution Total				1,054.86	0.00

	TORO PETROLEUM CORP.	06/30/2018		WFB	Gas - Acct #1679	
	308 W. MARKET ST.	08/10/2018		N		1,180.72
73342	SALINAS	06/30/2018		N	N	0.00
TORO	CA 93901	06/30/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/30/2018	CLO8847			1,180.72

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.302	Gasoline	38.05	0.00
10-426-543.302	Gasoline	271.25	0.00
10-429-543.302	Gasoline	145.44	0.00
22-423-543.302	Gasoline	409.56	0.00
10-161-543.302	Gasoline	316.42	0.00
Distribution Total		1,180.72	0.00

Vendor Total: 5,175.07

	U.S. BANK CORP PAYMENT SYST	06/30/2018		WFB	CC Charge-Vest Triage Kit	
	P.O. BOX 790428	08/10/2018		N	#4246-0441-0251-3482	367.73
73278	ST. LOUIS	05/07/2018		N	N	0.00
U.S. BAN	MO 63179-0428	05/07/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/07/2018	05072018MO			367.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.113	Safety Clothing	367.73	0.00
Distribution Total		367.73	0.00

	U.S. BANK CORP PAYMENT SYST	06/30/2018		WFB	Various Charges -	
	P.O. BOX 790428	08/10/2018		N	#4246-0400-1891-2248	240.00
73344	ST. LOUIS	07/06/2018		N	N	0.00
U.S. BAN	MO 63179-0428	07/06/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/06/2018	07062018PG			240.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-535.102	Recruitment Services	15.00	0.00
10-264-543.202	Computer Maintenance	225.00	0.00
Distribution Total		240.00	0.00

	U.S. BANK CORP PAYMENT SYST	06/30/2018		WFB	Various Charges -	
	P.O. BOX 790428	08/10/2018		N	#4246-0446-0667-2065	505.91
73345	ST. LOUIS	07/06/2018		N	N	0.00
U.S. BAN	MO 63179-0428	07/06/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/06/2018	07062018FS			505.91

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-553.000	Training	424.00	0.00
10-422-521.000	Office Supplies	81.91	0.00
Distribution Total		505.91	0.00

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)

Date: 08/10/2018

Time: 10:09 am

Page 16

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73346	U.S. BANK CORP PAYMENT SYST	06/30/2018	WFB	Various Charges -	
	P.O. BOX 790428	08/10/2018	N	#4246-0400-1857-2091	1,747.79
	ST. LOUIS	07/06/2018	N	N	0.00
U.S. BAN	MO 63179-0428	07/06/2018	0.00	N	0
	<Emailing Stub Disabled>	07/06/2018	07062018AW		1,747.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.000	Operating Supplies	1,478.48	0.00
10-621-522.000	Operating Supplies	179.19	0.00
10-624-522.000	Operating Supplies	90.12	0.00
Distribution Total		1,747.79	0.00

Vendor Total: 2,861.43

73307	VICENTE ZARATA	06/30/2018	WFB	Repair Flat on Unit #24	
	430A SOUTH FIRST STREET	08/10/2018	N		40.00
INTER TIRE	KING CITY	06/19/2018	N	N	0.00
	CA 93930	06/19/2018	0.00	Y	0
	<Emailing Stub Disabled>	06/19/2018	18222		40.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-543.301	Vehicles Repair & Maint	40.00	0.00
Distribution Total		40.00	0.00

Vendor Total: 40.00

Total Invoices: 80

Grand Total:	412,985.59
Less Credit Memos:	-1,018.14
Net Total:	411,967.45
Less Hand Check Total:	0.00
Outstanding Invoice Total:	411,967.45

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
73363	AT & T	08/10/2018	WFB	Telephone/Internet	84.25
	P O BOX 5014	08/10/2018	N	#139650003	0.00
AT T	CAROL STREAM	07/22/2018	N	N	0.00
	IL 60197-5014	07/22/2018	0.00	0	84.25
	<Emailing Stub Disabled>	07/22/2018	07222018		

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	84.25	0.00
Distribution Total		84.25	0.00

Vendor Total: 84.25

73365	AT & T	08/10/2018	WFB	KCFD - #051 932-4080 001	15.89
	P O BOX 105068	08/10/2018	N		0.00
AT&T-GA	ATLANTA	08/03/2018	N	N	0.00
	GA 30348-5068	08/03/2018	0.00	0	15.89
	<Emailing Stub Disabled>	08/03/2018	08032018		

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-541.103	Telephone	15.89	0.00
Distribution Total		15.89	0.00

Vendor Total: 15.89

73366	ALCANTAR HARDWARE INC	08/10/2018	WFB	Supplies for Rec Center.	11.89
	600 BROADWAY ST	08/10/2018	N		0.00
KCTVHARD	KING CITY	07/11/2018	N	N	0.00
	CA 93930	07/11/2018	0.00	0	11.89
	<Emailing Stub Disabled>	07/11/2018	494978		

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	11.89	0.00
Distribution Total		11.89	0.00

73367	ALCANTAR HARDWARE INC	08/10/2018	WFB	Janitorial Supply for WWP	20.55
	600 BROADWAY ST	08/10/2018	N		0.00
KCTVHARD	KING CITY	07/17/2018	N	N	0.00
	CA 93930	07/17/2018	0.00	0	20.55
	<Emailing Stub Disabled>	07/17/2018	495145		

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	20.55	0.00
Distribution Total		20.55	0.00

73368	ALCANTAR HARDWARE INC	08/10/2018	WFB	Flash Light.	6.48
	600 BROADWAY ST	08/10/2018	N		0.00
KCTVHARD	KING CITY	07/12/2018	N	N	0.00
	CA 93930	07/12/2018	0.00	0	6.48
	<Emailing Stub Disabled>	07/12/2018	494999		

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.200	Equipment Repair & Maintenance	6.48	0.00
Distribution Total		6.48	0.00

73369	ALCANTAR HARDWARE INC	08/10/2018	WFB	Pool Supply	30.28
	600 BROADWAY ST	08/10/2018	N		0.00
KCTVHARD	KING CITY	07/30/2018	N	N	0.00
	CA 93930	07/30/2018	0.00	0	30.28
	<Emailing Stub Disabled>	07/30/2018	495565		

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 2

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	30.28	0.00
Distribution Total		30.28	0.00

73370	ALCANTAR HARDWARE INC	08/10/2018	WFB	Landscape Equipment	
	600 BROADWAY ST	08/10/2018	N		11.17
KCTVHARD	KING CITY	07/11/2018	N	N	0.00
	CA 93930	07/11/2018	0.00	N	0
	<Emailing Stub Disabled>	07/11/2018	494982		11.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-541.101	Water	11.17	0.00
Distribution Total		11.17	0.00

73371	ALCANTAR HARDWARE INC	08/10/2018	WFB	Steel Shelves for Front	
	600 BROADWAY ST	08/10/2018	N	Counter-City Hall	82.26
KCTVHARD	KING CITY	08/01/2018	N	N	0.00
	CA 93930	08/01/2018	0.00	N	0
	<Emailing Stub Disabled>	08/01/2018	495682		82.26

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.204	Office Equipment Maintenance	82.26	0.00
Distribution Total		82.26	0.00

73372	ALCANTAR HARDWARE INC	08/10/2018	WFB	Lawn Mower Push Type.	
	600 BROADWAY ST	08/10/2018	N		399.44
KCTVHARD	KING CITY	08/02/2018	N	N	0.00
	CA 93930	08/02/2018	0.00	N	0
	<Emailing Stub Disabled>	08/02/2018	495727		399.44

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.200	Equipment Repair & Maintenance	399.44	0.00
Distribution Total		399.44	0.00

73373	ALCANTAR HARDWARE INC	08/10/2018	WFB	Irrigation Solenoid-Skate Park	
	600 BROADWAY ST	08/10/2018	N		21.63
KCTVHARD	KING CITY	07/13/2018	N	N	0.00
	CA 93930	07/13/2018	0.00	N	0
	<Emailing Stub Disabled>	07/13/2018	495047		21.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.000	Repair & Maintenance	21.63	0.00
Distribution Total		21.63	0.00

73374	ALCANTAR HARDWARE INC	08/10/2018	WFB	Repair sidewalk.	
	600 BROADWAY ST	08/10/2018	N		14.04
KCTVHARD	KING CITY	07/17/2018	N	N	0.00
	CA 93930	07/17/2018	0.00	N	0
	<Emailing Stub Disabled>	07/17/2018	495184		14.04

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.000	Repair & Maintenance	14.04	0.00
Distribution Total		14.04	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 3

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			
	ALCANTAR HARDWARE INC	08/10/2018	WFB	Flat brush for painting		
	600 BROADWAY ST	08/10/2018	N	Headworks.		15.14
73375	KING CITY	07/18/2018	N	N		0.00
KCTVHARD	CA 93930	07/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/18/2018	495213			15.14

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	15.14	0.00
Distribution Total		15.14	0.00

	ALCANTAR HARDWARE INC	08/10/2018	WFB	Landscape in front of		
	600 BROADWAY ST	08/10/2018	N	City Hall.		8.21
73376	KING CITY	07/18/2018	N	N		0.00
KCTVHARD	CA 93930	07/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/18/2018	495198			8.21

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	8.21	0.00
Distribution Total		8.21	0.00

	ALCANTAR HARDWARE INC	08/10/2018	WFB	Tie down on irrigation		
	600 BROADWAY ST	08/10/2018	N	risers.		8.09
73377	KING CITY	07/25/2018	N	N		0.00
KCTVHARD	CA 93930	07/25/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/25/2018	495418			8.09

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	8.09	0.00
Distribution Total		8.09	0.00

	ALCANTAR HARDWARE INC	08/10/2018	WFB	Repairs at Police Dept.		
	600 BROADWAY ST	08/10/2018	N			62.69
73378	KING CITY	07/26/2018	N	N		0.00
KCTVHARD	CA 93930	07/26/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/26/2018	495479			62.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-543.100	Building Repairs	62.69	0.00
Distribution Total		62.69	0.00

Vendor Total: 691.87

	ALVAREZ TECHNOLOGY GROUP	08/10/2018	WFB	Static Phones at Rec Dept.		
	P O BOX 965	08/10/2018	N			63.00
73380	SALINAS	08/03/2018	N	N		0.00
ALVAREZ	CA 93902	08/03/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/03/2018	47688			63.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-574.500	Computer Hardware/Software	63.00	0.00
Distribution Total		63.00	0.00

	ALVAREZ TECHNOLOGY GROUP	08/10/2018	WFB	Monthly Billing - August 2018		
	P O BOX 965	08/10/2018	N			2,586.00
73381	SALINAS	07/03/2018	N	N		0.00
ALVAREZ	CA 93902	07/03/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/03/2018	47268			2,586.00

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 4

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-264-574.500	Computer Hardware/Software			2,586.00	0.00
Distribution Total				2,586.00	0.00

73382	ALVAREZ TECHNOLOGY GROUP	08/10/2018	WFB	Netmotion VPN for	
	P O BOX 965	08/10/2018	N	Police Dept.	3,780.00
ALVAREZ	SALINAS	07/25/2018	N	N	0.00
	CA 93902	07/25/2018	0.00	0	0.00
	<Emailing Stub Disabled>	07/25/2018	47520		3,780.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-574.500	Computer Hardware/Software	3,780.00	0.00
Distribution Total		3,780.00	0.00

73383	ALVAREZ TECHNOLOGY GROUP	08/10/2018	WFB	VPN for Josh Partida-	
	P O BOX 965	08/10/2018	N	Police Dept.	277.50
ALVAREZ	SALINAS	07/25/2018	N	N	0.00
	CA 93902	07/25/2018	0.00	0	0.00
	<Emailing Stub Disabled>	07/25/2018	47522		277.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-574.500	Computer Hardware/Software	277.50	0.00
Distribution Total		277.50	0.00

73384	ALVAREZ TECHNOLOGY GROUP	08/10/2018	WFB	Monthly Billing - Sept 2018	
	P O BOX 965	08/10/2018	N		2,586.00
ALVAREZ	SALINAS	08/01/2018	N	N	0.00
	CA 93902	08/01/2018	0.00	0	0.00
	<Emailing Stub Disabled>	08/01/2018	47619		2,586.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-574.500	Computer Hardware/Software	2,586.00	0.00
Distribution Total		2,586.00	0.00

Vendor Total: 9,292.50

73379	AMERICAN SUPPLY CO.	08/10/2018	WFB	Janitorial Supply	
	P O BOX 2026	08/10/2018	N		118.97
AM SUPPLY	SALINAS,	07/06/2018	N	N	0.00
	CA 93902	07/06/2018	0.00	0	0.00
	<Emailing Stub Disabled>	07/06/2018	2814571		118.97

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.102	Janitorial Supplies	118.97	0.00
Distribution Total		118.97	0.00

Vendor Total: 118.97

73364	AT & T	08/10/2018	WFB	Telephone -	
	PO BOX 5025	08/10/2018	N	#831 386-9066 718 1	78.30
AT & T	CAROL STREAM	07/20/2018	N	N	0.00
	IL 60197-5025	07/20/2018	0.00	0	0.00
	<Emailing Stub Disabled>	07/20/2018	07202018		78.30

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	78.30	0.00
Distribution Total		78.30	0.00

Vendor Total: 78.30

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 5

KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73362	AT&T PO BOX 9011 CAROL STREAM	08/10/2018 08/10/2018 07/24/2018		WFB N N	Telephone - #9391048347 N	90.04 0.00
AT&T - C	IL 60197-9011 <Emailing Stub Disabled>	07/24/2018 07/24/2018	0.00 11673932	N	0	0.00 90.04

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-541.103	Telephone	90.04	0.00
Distribution Total		90.04	0.00

Vendor Total: 90.04

73361	BILL KORETOFF 3811 NORTH GOLDEN STATE BLV FRESNO	08/10/2018 08/10/2018 07/26/2018		WFB N N	Sweeper Broom Brushes N	895.63 0.00
ACME	CA 93722 <Emailing Stub Disabled>	07/26/2018 07/26/2018	0.00 7595	Y	0	0.00 895.63

GL Number	Account Name	Pay Amount	Relieve Amount
22-424-543.200	Equipment Repair & Maintenance	895.63	0.00
Distribution Total		895.63	0.00

Vendor Total: 895.63

73385	BOULDER DESIGNS & BORDER M 45107 PALOMINO CT KING CITY	08/10/2018 08/10/2018 07/24/2018		WFB N N	Overpayment Refund. N	23.50 0.00
BOULDER	CA 93930 <Emailing Stub Disabled>	07/24/2018 07/24/2018	0.00 07242018	N	0	0.00 23.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-432.100	Business License	23.50	0.00
Distribution Total		23.50	0.00

Vendor Total: 23.50

73394	CALIFORNIA WATER SERVICE CC P. O. BOX 51967 LOS ANGELES	08/10/2018 08/10/2018 07/27/2018		WFB N N	Water Services - #4640266666 N	27,212.87 0.00
CAL WATER	CA 90051-6267 <Emailing Stub Disabled>	07/27/2018 07/27/2018	0.00 07272018	N	0	0.00 27,212.87

GL Number	Account Name	Pay Amount	Relieve Amount
10-623-541.101	Water	258.62	0.00
10-430-541.101	Water	118.86	0.00
10-312-541.101	Water	34.48	0.00
10-429-541.101	Water	8,092.38	0.00
10-428-541.101	Water	3,501.91	0.00
10-426-541.101	Water	6,353.59	0.00
10-620-541.101	Water	964.85	0.00
15-440-541.101	Water	59.61	0.00
10-161-541.101	Water	781.05	0.00
10-321-541.101	Water	262.32	0.00
10-431-541.101	Water	6,785.20	0.00
Distribution Total		27,212.87	0.00

Vendor Total: 27,212.87

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 6

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	CASEY PRINTING, INC.	08/10/2018	WFB	3 Part Carbonless	
	398 E. SAN ANTONIO DRIVE	08/10/2018	N	Encroachment Permit.	335.58
73390	KING CITY	07/24/2018	N	N	0.00
CASEY PRIN	CA 93930	07/24/2018	0.00	N	0
	<Emailing Stub Disabled>	07/24/2018	36645011		335.58

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-521.000	Office Supplies	335.58	0.00
Distribution Total		335.58	0.00

Vendor Total: 335.58

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CITY CLERKS ASSOCIATION OF	08/10/2018	WFB	Emergency Management	
	700 R STREET, SUITE 200	08/10/2018	N	Workshop.	50.00
73391	SACRAMENTO	08/02/2018	N	N	0.00
CCACA	CA 95811	08/02/2018	0.00	N	0
	<Emailing Stub Disabled>	08/02/2018	3341		50.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-553.000	Training	50.00	0.00
Distribution Total		50.00	0.00

Vendor Total: 50.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CLARK N. CLEVINGER	08/10/2018	WFB	Supplies for Chain Saw.	
	114 BASSETT ST	08/10/2018	N		60.07
73387	KING CITY	07/19/2018	N	N	0.00
CNAUTO	CA 93930	07/19/2018	0.00	Y	0
	<Emailing Stub Disabled>	07/19/2018	4772		60.07

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-522.118	Small Tools & Equipment	60.07	0.00
Distribution Total		60.07	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CLARK N. CLEVINGER	08/10/2018	WFB	Trimmer line for Weedeater	
	114 BASSETT ST	08/10/2018	N		43.29
73388	KING CITY	07/26/2018	N	N	0.00
CNAUTO	CA 93930	07/26/2018	0.00	Y	0
	<Emailing Stub Disabled>	07/26/2018	4810		43.29

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	43.29	0.00
Distribution Total		43.29	0.00

Vendor Total: 103.36

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	CLIFTON T. UMSTEAD	08/10/2018	WFB	Street Signs for School.	
	602 B S. FIRST STREET	08/10/2018	N		10,578.32
73393	KING CITY	08/09/2018	N	N	0.00
UMSTEAD EL	CA 93930	08/09/2018	0.00	Y	0
	<Emailing Stub Disabled>	08/09/2018	3831		10,578.32

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.200	Equipment Repair & Maintenance	10,578.32	0.00
Distribution Total		10,578.32	0.00

Vendor Total: 10,578.32

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 7

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
73389	CNA SURETY DIRECT BILL	08/10/2018	WFB	Accountant Bond	
	P O BOX 957312	08/10/2018	N	69957381	400.00
	ST LOUIS,	08/12/2018	N	N	0.00
CNASUR	MO 63195-7312	08/12/2018	0.00	N	0
	<Emailing Stub Disabled>	08/12/2018	08122018		400.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-131-555.107	Public Official Bond	400.00	0.00
Distribution Total		400.00	0.00

Vendor Total: 400.00

73386	COASTLINE MARKETING GROUP	08/10/2018	WFB	Website Maint.	
	426 SALINAS STREET	08/10/2018	N		125.00
COASTL	SALINAS	08/01/2018	N	N	0.00
	CA 93901	08/01/2018	0.00	N	0
	<Emailing Stub Disabled>	08/01/2018	13233		125.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	125.00	0.00
Distribution Total		125.00	0.00

Vendor Total: 125.00

73395	DEPARTMENT OF JUSTICE	08/10/2018	WFB	DOJ Fingerprints	
	CASHIERING UNIT	08/10/2018	N		196.00
DEPT ACCNT	SACRAMENTO	07/31/2018	N	N	0.00
	CA 94244-2550	07/31/2018	0.00	N	0
	<Emailing Stub Disabled>	07/31/2018	07312018		196.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.311	DOJ Fingerprint Checks	196.00	0.00
Distribution Total		196.00	0.00

Vendor Total: 196.00

73397	EARTH DESIGN, INC.	08/10/2018	WFB	General Admin	
		08/10/2018	N		20,233.94
EARTH DESI	CAMBRIA	07/31/2018	N	N	0.00
	CA 93428	07/31/2018	0.00	N	0
	<Emailing Stub Disabled>	07/31/2018	0102-246		20,233.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-533.000	Contract Services	20,233.94	0.00
Distribution Total		20,233.94	0.00

73398	EARTH DESIGN, INC.	08/10/2018	WFB	General Admin	
		08/10/2018	N		949.63
EARTH DESI	CAMBRIA	07/31/2018	N	N	0.00
	CA 93428	07/31/2018	0.00	N	0
	<Emailing Stub Disabled>	07/31/2018	0102-247		949.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-533.000	Contract Services	949.63	0.00
Distribution Total		949.63	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 8

KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold?	Invoice Description Line 2 Invoice Description Line 2	Gross Amount
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	Sep. Ck.? 1099?	Use Description 1 On Check Hand Check Number/Date	Taxes Withheld Discount Net Amount
73399	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-248	WFB N N N	Developer Misc Accounts New 331 Russ St Project	132.36 0.00 0.00 132.36

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	132.36	0.00
Distribution Total		132.36	0.00

73400	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-249	WFB N N N	Developer Misc Accounts New 331 Russ St Project	132.36 0.00 0.00 132.36
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GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	132.36	0.00
Distribution Total		132.36	0.00

73401	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-250	WFB N N N	Developer Misc Accounts Mill Ranch Park Plan	661.80 0.00 0.00 661.80
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GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	661.80	0.00
Distribution Total		661.80	0.00

73402	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-251	WFB N N N	Developer Misc Accts Salinas Recycling Inc	485.83 0.00 0.00 485.83
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GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	485.83	0.00
Distribution Total		485.83	0.00

73403	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-252	WFB N N N	Developer Misc Accts Don Deal Auto Collision	127.85 0.00 0.00 127.85
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GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	127.85	0.00
Distribution Total		127.85	0.00

73404	EARTH DESIGN, INC. CAMBRIA CA 93428 <Emailing Stub Disabled>	08/10/2018 08/10/2018 07/31/2018 07/31/2018 07/31/2018	0.00 0102-253	WFB N N N	MST CUP 2018-001-MST	794.16 0.00 0.00 794.16
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GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.332	MST	794.16	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 9

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			

Distribution Total						794.16	0.00
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	EARTH DESIGN, INC.	08/10/2018		WFB	General Admin		
		08/10/2018		N	CUP 2016-008		515.00
73405	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-254				515.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-422.200	Operations Permits	515.00	0.00
Distribution Total		515.00	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	General Admin		
		08/10/2018		N	CUP 2016-011		547.19
73406	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-255				547.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-422.200	Operations Permits	547.19	0.00
Distribution Total		547.19	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	General Admin		
		08/10/2018		N	CUP 2017-003		64.38
73407	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-256				64.38

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-422.200	Operations Permits	64.38	0.00
Distribution Total		64.38	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	General Admin		
		08/10/2018		N	CUP 2017-009		386.25
73408	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-257				386.25

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-422.200	Operations Permits	386.25	0.00
Distribution Total		386.25	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	Boutique Unlimited		
		08/10/2018		N	CUP 2016-008		32.19
73409	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-258				32.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.333	Boutique Unlimited	32.19	0.00
Distribution Total		32.19	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	Boutique Unlimited		
		08/10/2018		N	CUP 2016-014		32.19
73410	CAMBRIA	07/31/2018		N	N		0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0		0.00
	<Emailing Stub Disabled>	07/31/2018	0102-259				32.19

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 10

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-000-204.333	Boutique Unilimited				32.19	0.00
Distribution Total					32.19	0.00

73411	EARTH DESIGN, INC.	08/10/2018		WFB	K C Cultivation	
		08/10/2018		N	CUP 2016-010	1,448.44
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-260			1,448.44

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.334	King City Cultivation	1,448.44	0.00
Distribution Total		1,448.44	0.00

73412	EARTH DESIGN, INC.	08/10/2018		WFB	Mills Ranch Development	
		08/10/2018		N	AR CASE NO 2018-013	2,505.86
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-261			2,505.86

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.335	Nino Homes - Mills Ranch	2,505.86	0.00
Distribution Total		2,505.86	0.00

73413	EARTH DESIGN, INC.	08/10/2018		WFB	Mills Ranch Development	
		08/10/2018		N	M Nino Creekbridge Building PI	165.45
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-262			165.45

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.335	Nino Homes - Mills Ranch	165.45	0.00
Distribution Total		165.45	0.00

73414	EARTH DESIGN, INC.	08/10/2018		WFB	Elite Molecular LLC	
		08/10/2018		N	CUP 2017-009	1,645.17
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-263			1,645.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.808	Elite Molecular, LLC	1,645.17	0.00
Distribution Total		1,645.17	0.00

73415	EARTH DESIGN, INC.	08/10/2018		WFB	MD Biodesign	
		08/10/2018		N	CUP 2017-002	193.13
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-264			193.13

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.807	MD Biodesign	193.13	0.00
Distribution Total		193.13	0.00

73416	EARTH DESIGN, INC.	08/10/2018		WFB	MD Biodesign	
		08/10/2018		N	CUP 2017-007	32.19
EARTH DESI	CAMBRIA	07/31/2018		N	N	0.00
	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-265			32.19

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 11

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.807	MD Biodesign	32.19	0.00
Distribution Total		32.19	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	K C Farms LLC	
		08/10/2018		N	CUP 2017-010	257.50
73417	CAMBRIA	07/31/2018		N	N	0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-266			257.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.809	King City Farms LLC	257.50	0.00
Distribution Total		257.50	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	180 San Antonio	
		08/10/2018		N	ZC2018-001	32.19
73418	CAMBRIA	07/31/2018		N	N	0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-267			32.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.810	Ron Glantz Non Store Front Can	32.19	0.00
Distribution Total		32.19	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	Cal Grow	
		08/10/2018		N	CUP 2017-003	1,866.88
73419	CAMBRIA	07/31/2018		N	N	0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-268			1,866.88

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.805	Tim Gudim, Cal Grow, LLC	1,866.88	0.00
Distribution Total		1,866.88	0.00

	EARTH DESIGN, INC.	08/10/2018		WFB	MGP, LLC Michael Pren	
		08/10/2018		N	CUP 2017-008	1,773.92
73420	CAMBRIA	07/31/2018		N	N	0.00
EARTH DESI	CA 93428	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	0102-269			1,773.92

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.848	MGP, LLC (Michael Pren)	1,773.92	0.00
Distribution Total		1,773.92	0.00

Vendor Total: 35,015.86

	EIKHOF DESIGN GROUP INC	08/10/2018		WFB	Public Works Special	
	4875 EL CAMINO REAL	08/10/2018		N	Projects Assistance.	6,570.00
73396	ATASCADERO	08/01/2018		N	N	0.00
EIKHOF	CA 93422	08/01/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2018	2018-191			6,570.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-556.000	Contract Services/Rentals	985.50	0.00
15-440-538.000	Professional Services	985.50	0.00
18-412-538.000	Professional Services	4,599.00	0.00
Distribution Total		6,570.00	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 12

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Invoice No.	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date				

Vendor Total: 6,570.00

73421	FEDEX	08/10/2018		WFB	Amended A/P 2018	
FED EXP	P.O. BOX 7221	08/10/2018		N	FAA Application	65.85
	PASADENA	07/13/2018		N	N	0.00
	CA 91109-7321	07/13/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/13/2018	6-244-17969			65.85

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-522.000	Operating Supplies	65.85	0.00
Distribution Total		65.85	0.00

Vendor Total: 65.85

73483	JOVANY GARCIA	08/10/2018		WFB		
GARCIAJ	101 RIVER DR.	08/10/2018		N		115.50
	KING CITY	08/09/2018		N	N	0.00
	CA 93930	08/09/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/09/2018	080918			115.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-626-538.110	Sports Officials	115.50	0.00
Distribution Total		115.50	0.00

Vendor Total: 115.50

73478	GRANTS OFFICE LLC	08/10/2018		WFB	Grant Set-up	
GRANTS	510 CLINTON SQUARE	08/10/2018		N	Proposal Development	4,900.00
	ROCHESTER	07/31/2018		N	N	0.00
	NY 14604	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	2014414			4,900.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.103	Contract Services	4,900.00	0.00
Distribution Total		4,900.00	0.00

Vendor Total: 4,900.00

73484	GREEN'S ACCOUNTING	08/10/2018		WFB		
GREEN'S	P.O. BOX 698	08/10/2018		N		13,066.70
	GREENFIELD	08/07/2018		N	N	0.00
	CA 93927	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	070118			13,066.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-131-534.102	Accounting Services	4,355.56	0.00
22-422-534.102	Accounting Services	4,355.56	0.00
18-412-534.102	Accounting Services	4,355.58	0.00
Distribution Total		13,066.70	0.00

Vendor Total: 13,066.70

73422	HDL COREN & CONE	08/10/2018		WFB	Property Tax Services	
HDLCO	1340 VALLEY VISTA DRIVE #200	08/10/2018		N	July - Sept 2018	1,250.00
	DIAMOND BAR	07/30/2018		N	N	0.00
	CA 91765	07/30/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/30/2018	0025513-IN			1,250.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 13

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-538.000	Professional Services	1,250.00	0.00
Distribution Total		1,250.00	0.00

Vendor Total: 1,250.00

	HYDRO TURF, INC.	08/10/2018		WFB	Swimming Pool Vaccum	
	750 WORK STREET	08/10/2018		N		1,069.90
73423	SALINAS	07/31/2018		N	N	0.00
HYDRO TURF	CA 93901	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	1702924			1,069.90

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	1,069.90	0.00
Distribution Total		1,069.90	0.00

	HYDRO TURF, INC.	08/10/2018		WFB	Service New Riding Mower.	
	750 WORK STREET	08/10/2018		N		271.37
73424	SALINAS	07/31/2018		N	N	0.00
HYDRO TURF	CA 93901	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	1702927			271.37

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	271.37	0.00
Distribution Total		271.37	0.00

Vendor Total: 1,341.27

	JOSE RODRIGUEZ	08/10/2018		WFB	Tire Repair #23	
	112 SOUTH FIRST STREET	08/10/2018		N		21.24
73461	KING CITY	07/30/2018		N	N	0.00
TIRE KING	CA 93930	07/30/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/30/2018	66387			21.24

GL Number	Account Name	Pay Amount	Relieve Amount
10-431-543.200	Equipment Repair & Maintenance	21.24	0.00
Distribution Total		21.24	0.00

Vendor Total: 21.24

	KING CITY INDUSTRIAL SUPPLY	08/10/2018		WFB	Safety Hitch Equipment.	
	132 LYNN STREET	08/10/2018		N		68.45
73425	KING CITY,	07/19/2018		N	N	0.00
<C IND	CA 93930	07/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2018	293077			68.45

GL Number	Account Name	Pay Amount	Relieve Amount
10-431-543.200	Equipment Repair & Maintenance	68.45	0.00
Distribution Total		68.45	0.00

	KING CITY INDUSTRIAL SUPPLY	08/10/2018		WFB	Holding Riser.	
	132 LYNN STREET	08/10/2018		N		7.92
73426	KING CITY,	07/28/2018		N	N	0.00
<C IND	CA 93930	07/28/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/28/2018	293342			7.92

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.118	Small Tools & Equipment	7.92	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 14

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Distribution Total					7.92	0.00
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73439	KING CITY INDUSTRIAL SUPPLY	08/10/2018	WFB	Nozzle for Water Hose.		
	132 LYNN STREET	08/10/2018	N			34.07
KC IND	KING CITY,	07/12/2018	N	N		0.00
	CA 93930	07/12/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/12/2018	292849			34.07

GL Number	Account Name	Pay Amount	Relieve Amount
10-431-522.118	Small Tools & Equipment	34.07	0.00
Distribution Total		34.07	0.00

73440	KING CITY INDUSTRIAL SUPPLY	08/10/2018	WFB	Hitch Pins, V Belts,		
	132 LYNN STREET	08/10/2018	N	Latex Gloves.		216.16
KC IND	KING CITY,	07/24/2018	N	N		0.00
	CA 93930	07/24/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/24/2018	293064			216.16

GL Number	Account Name	Pay Amount	Relieve Amount
10-431-543.000	Repair & Maintenance	216.16	0.00
Distribution Total		216.16	0.00

73441	KING CITY INDUSTRIAL SUPPLY	08/10/2018	WFB	Hose Clamps.		
	132 LYNN STREET	08/10/2018	N			19.32
KC IND	KING CITY,	07/31/2018	N	N		0.00
	CA 93930	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	293498			19.32

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-543.200	Equipment Repair & Maintenance	19.32	0.00
Distribution Total		19.32	0.00

Vendor Total: 345.92

73427	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018	WFB	Smog Inspection-1991 GMC		
	715 BROADWAY	08/10/2018	N			41.75
KREHBIEL A	KING CITY	08/06/2018	N	N		0.00
	CA 93930	08/06/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/06/2018	43010			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73428	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018	WFB	Smog Inspection -2005 Ford		
	715 BROADWAY	08/10/2018	N	Expedition - KCFD		41.75
KREHBIEL A	KING CITY	08/07/2018	N	N		0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43016			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
00-000-000.000		41.75	0.00
Distribution Total		41.75	0.00

73429	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018	WFB	Smog Inspection - 2 yr.		
	715 BROADWAY	08/10/2018	N	KCPD - 10 Dodge Charger		41.75
<KREHBIEL A	KING CITY	08/07/2018	N	N		0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43022			41.75

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 15

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73430	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018		WFB	Smog Inspection - 2 Yr.	
	715 BROADWAY	08/10/2018		N	10 Dodge Charger	41.75
KREHBIEL A	KING CITY	08/07/2018		N	N	0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43021			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73431	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018		WFB	Smog Inspection -	
	715 BROADWAY	08/10/2018		N	95 Chev.-KCFD	41.75
KREHBIEL A	KING CITY	08/07/2018		N	N	0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43024			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73432	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018		WFB	Smog Inspection 2 Yr.	
	715 BROADWAY	08/10/2018		N	05 Ford Crown Vic.	41.75
KREHBIEL A	KING CITY	08/07/2018		N	N	0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43031			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73433	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018		WFB	Smog Inspection	
	715 BROADWAY	08/10/2018		N	98 Chev	41.75
KREHBIEL A	KING CITY	08/07/2018		N	N	0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43032			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73434	KREHBIEL AUTOMOTIVE REPAIR	08/10/2018		WFB	Smog Inspection -	
	715 BROADWAY	08/10/2018		N	Chev Silverado.	41.75
KREHBIEL A	KING CITY	08/07/2018		N	N	0.00
	CA 93930	08/07/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/07/2018	43037			41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 16

KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold?	Invoice Description Line 2 Invoice Description Line 2	Gross Amount
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	Sep. Ck.? 1099?	Use Description 1 On Check Hand Check Number/Date	Taxes Withheld Discount Net Amount
73435	KREHBIEL AUTOMOTIVE REPAIR 715 BROADWAY KING CITY	08/10/2018 08/10/2018 07/27/2018		WFB N N	Smog Inspection. 2 Yr. 08 Ford N	41.75 0.00
KREHBIEL A	CA 93930 <Emailing Stub Disabled>	07/27/2018 07/27/2018	0.00 43159	Y	0	0.00 41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73436	KREHBIEL AUTOMOTIVE REPAIR 715 BROADWAY KING CITY	08/10/2018 08/10/2018 07/27/2018		WFB N N	Smog Inspection - 2 Yr. 96 Chev N	41.75 0.00
KREHBIEL A	CA 93930 <Emailing Stub Disabled>	07/27/2018 07/27/2018	0.00 43161	Y	0	0.00 41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73437	KREHBIEL AUTOMOTIVE REPAIR 715 BROADWAY KING CITY	08/10/2018 08/10/2018 07/27/2018		WFB N N	Smog Inspection -2 Yr. 2000 GMC N	41.75 0.00
KREHBIEL A	CA 93930 <Emailing Stub Disabled>	07/27/2018 07/27/2018	0.00 43162	Y	0	0.00 41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

73438	KREHBIEL AUTOMOTIVE REPAIR 715 BROADWAY KING CITY	08/10/2018 08/10/2018 07/31/2018		WFB N N	Smog Inspection 2 Yr. 08 Ford N	41.75 0.00
KREHBIEL A	CA 93930 <Emailing Stub Disabled>	07/31/2018 07/31/2018	0.00 43189	Y	0	0.00 41.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.301	Vehicles Repair & Maint	41.75	0.00
Distribution Total		41.75	0.00

Vendor Total: 501.00

73442	LINCOLN AQUATICS 2051 COMMERCE AVE. CONCORD	08/10/2018 08/10/2018 07/31/2018		WFB N N	Pool Supplies N	465.46 0.00
LINCOLN	CA 94520 <Emailing Stub Disabled>	07/31/2018 07/31/2018	0.00 AX142049	N	0	0.00 465.46

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.000	Repair & Maintenance	465.46	0.00
Distribution Total		465.46	0.00

73443	LINCOLN AQUATICS 2051 COMMERCE AVE. CONCORD	08/10/2018 08/10/2018 07/06/2018		WFB N N	Chem Testing N	46.13 0.00
LINCOLN	CA 94520 <Emailing Stub Disabled>	07/06/2018 07/06/2018	0.00 EW015183	N	0	0.00 46.13

GL Number	Account Name	Pay Amount	Relieve Amount
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Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 17

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-620-522.000	Operating Supplies			46.13	0.00
Distribution Total				46.13	0.00

73444	LINCOLN AQUATICS	08/10/2018		WFB	Chem Testing Supplies.	
	2051 COMMERCE AVE.	08/10/2018		N		17.86
LINCOLN	CONCORD	07/19/2018		N	N	0.00
	CA 94520	07/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2018	EW015747			17.86

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.000	Operating Supplies	17.86	0.00
Distribution Total		17.86	0.00

73445	LINCOLN AQUATICS	08/10/2018		WFB	Chem Testing Supplies	
	2051 COMMERCE AVE.	08/10/2018		N		39.62
LINCOLN	CONCORD	07/19/2018		N	N	0.00
	CA 94520	07/19/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/19/2018	EW015748			39.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.000	Operating Supplies	39.62	0.00
Distribution Total		39.62	0.00

Vendor Total: 569.07

73446	MASSEY HEATING & AIR COND.	08/10/2018		WFB	Check AC At City Hall.	
	PO BOX 393	08/10/2018		N		135.00
MASSEY HEA	LOCKWOOD	07/31/2018		N	N	0.00
	CA 93932	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	23924			135.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	135.00	0.00
Distribution Total		135.00	0.00

73447	MASSEY HEATING & AIR COND.	08/10/2018		WFB	Fix AC Front Office.	
	PO BOX 393	08/10/2018		N		202.50
MASSEY HEA	LOCKWOOD	07/31/2018		N	N	0.00
	CA 93932	07/31/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/31/2018	23925			202.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-543.100	Building Repairs	202.50	0.00
Distribution Total		202.50	0.00

Vendor Total: 337.50

73482	DOMINIC MERCURIO	08/10/2018		WFB		
		08/10/2018		N		117.78
MERCURIOD		08/13/2018		N	N	0.00
		08/13/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/13/2018	75609			117.78

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-543.100	Building Repairs	117.78	0.00
Distribution Total		117.78	0.00

Vendor Total: 117.78

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 18

KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
73392	MILES CLIFFORD FARMER P O BOX 615 CASTROVILLE	08/10/2018 08/10/2018 08/02/2018		WFB N N	Operations - July 2018	13,949.20 0.00
CYPRESSW	CA 95012 <Emailing Stub Disabled>	08/02/2018 08/02/2018	0.00 17712	Y	0	0.00 13,949.20

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	13,949.20	0.00
Distribution Total		13,949.20	0.00

Vendor Total: 13,949.20

73448	MONTEREY PENINSULA ENGINEE P.O. BOX 400 MARINA	08/10/2018 08/10/2018 08/07/2018		WFB N N	Bishop/Bitterwater Project	471,199.29 0.00
MPE	CA 93933 <Emailing Stub Disabled>	08/07/2018 08/07/2018	0.00 07-14	Y	0	0.00 471,199.29

GL Number	Account Name	Pay Amount	Relieve Amount
23-000-570.200	Capital Outlay - Improvements	86,917.00	0.00
21-000-570.200	Capital Outlay - Improvements	384,282.29	0.00
Distribution Total		471,199.29	0.00

Vendor Total: 471,199.29

73449	OFFICE DEPOT P O BOX 29248 PHOENIX	08/10/2018 08/10/2018 07/27/2018		WFB N N	Office Supplies	63.75 0.00
OFFICE DEP	AZ 85038-9248 <Emailing Stub Disabled>	07/27/2018 07/27/2018	0.00 171959654001	N	0	0.00 63.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-521.000	Office Supplies	63.75	0.00
Distribution Total		63.75	0.00

Vendor Total: 63.75

73450	O'REILLY AUTOMOTIVE, INC. P.O. BOX 9464 SPRINGFIELD	08/10/2018 08/10/2018 07/17/2018		WFB N N	Supplies	35.69 0.00
O'REILLY A	MO 65801-9464 <Emailing Stub Disabled>	07/17/2018 07/17/2018	0.00 3133--107839	N	0	0.00 35.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	35.69	0.00
Distribution Total		35.69	0.00

73451	O'REILLY AUTOMOTIVE, INC. P.O. BOX 9464 SPRINGFIELD	08/10/2018 08/10/2018 08/13/2018		WFB N N	Backup light for pick up.	12.16 0.00
O'REILLY A	MO 65801-9464 <Emailing Stub Disabled>	08/13/2018 07/12/2018	0.00 3133-106881	N	0	0.00 12.16

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.000	Repair & Maintenance	12.16	0.00
Distribution Total		12.16	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 19

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	O'REILLY AUTOMOTIVE, INC.	08/10/2018	WFB	Bulb for back up lights.	
	P.O. BOX 9464	08/10/2018	N		5.39
73452	SPRINGFIELD	07/11/2018	N	N	0.00
O'REILLY A	MO 65801-9464	07/11/2018	0.00	N	0
	<Emailing Stub Disabled>	07/11/2018	3133-106702		5.39

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.200	Equipment Repair & Maintenance	5.39	0.00
Distribution Total		5.39	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	O'REILLY AUTOMOTIVE, INC.	08/10/2018	WFB	Antifreeze for Trucks.	
	P.O. BOX 9464	08/10/2018	N		19.47
73453	SPRINGFIELD	07/18/2018	N	N	0.00
O'REILLY A	MO 65801-9464	07/18/2018	0.00	N	0
	<Emailing Stub Disabled>	07/18/2018	3133-180819		19.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.200	Equipment Repair & Maintenance	19.47	0.00
Distribution Total		19.47	0.00

Vendor Total: 72.71

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSHUE PARTIDA	08/10/2018	WFB	Hotel During Search Warrant.	
		08/10/2018	N		124.98
73459		08/06/2018	N	N	0.00
PARTIDAJ		08/06/2018	0.00	N	0
	<Emailing Stub Disabled>	08/06/2018	08062018		0.00
					124.98

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-551.000	Conference, Travel & Meals	124.98	0.00
Distribution Total		124.98	0.00

Vendor Total: 124.98

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	PENINSULA PURE WATER INC.	08/10/2018	WFB	Police Dept - Water	
	PO BOX 1090	08/10/2018	N		37.75
73457	SALINAS	08/01/2018	N	N	0.00
PURE WATEF	CA 93902	08/01/2018	0.00	N	0
	<Emailing Stub Disabled>	08/01/2018	326001		0.00
					37.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-312-541.101	Water	37.75	0.00
Distribution Total		37.75	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	PENINSULA PURE WATER INC.	08/10/2018	WFB	City Hall Water	
	PO BOX 1090	08/10/2018	N		27.45
73458	SALINAS	08/01/2018	N	N	0.00
PURE WATEF	CA 93902	08/01/2018	0.00	N	0
	<Emailing Stub Disabled>	08/01/2018	326000		0.00
					27.45

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.101	Water	27.45	0.00
Distribution Total		27.45	0.00

Vendor Total: 65.20

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 20

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	PETE'S AUTOMOTIVE REPAIR	08/10/2018		WFB	Service 2008 Ford F650	
	110 ELLIS ST. STE B	08/10/2018		N		691.96
73460	KING CITY	08/02/2018		N	N	0.00
PETE'S AUT	CA 93930	08/02/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/02/2018	26497			691.96

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.000	Repair & Maintenance	691.96	0.00
Distribution Total		691.96	0.00

Vendor Total: 691.96

	PINNACLE HEALTHCARE	08/10/2018		WFB	Hepititas B Vac. -	
	1180 BROADWAY STREET	08/10/2018		N	Public Works Staff	436.00
73454	KING CITY	07/27/2018		N	N	0.00
PINN	CA 93930	07/27/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/27/2018	25430			436.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-556.000	Contract Services/Rentals	436.00	0.00
Distribution Total		436.00	0.00

Vendor Total: 436.00

	PITNEY BOWES GLOBAL	08/10/2018		WFB	Postage Lease.	
	P O BOX 371887	08/10/2018		N	#0013093423	630.87
73456	PITTSBURGH	08/01/2018		N	N	0.00
PBGFS	PA 15250-7887	08/01/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2018	3102341594			630.87

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	630.87	0.00
Distribution Total		630.87	0.00

Vendor Total: 630.87

	PURCHASE POWER*PITNEY BOV	08/10/2018		WFB	Postage-	
	P.O. BOX 371874	08/10/2018		N	8000-9000-0111-376	850.85
73455	PITTSBURG	07/22/2018		N	N	0.00
PURCHASE F	PA 15250-7874	07/22/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/22/2018	07222018			850.85

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	850.85	0.00
Distribution Total		850.85	0.00

Vendor Total: 850.85

	RED SHIFT INTERNET SERVICES	08/10/2018		WFB	Internet Services	
	712 HAWTHORNE ST.	08/10/2018		N	Acct #25464	20.95
73462	MONTEREY	08/01/2018		N	N	0.00
RED SHIFT	CA 93940	08/01/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/01/2018	1829455			20.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	20.95	0.00
Distribution Total		20.95	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 21

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	RED SHIFT INTERNET SERVICES	08/10/2018	WFB	Internet Services -	
	712 HAWTHORNE ST.	08/10/2018	N	#25464	9.95
73463	MONTEREY	08/01/2018	N	N	0.00
RED SHIFT	CA 93940	08/01/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/01/2018	1829456		9.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	9.95	0.00
Distribution Total		9.95	0.00

Vendor Total: 30.90

	ROD WADSWORTH CONSRUCTIK	08/10/2018	WFB	Facade Work - 320 Broadway	
	44680 EARL BERNICE CT	08/10/2018	N		12,677.50
73475	KING CITY	07/13/2018	N	N	0.00
WADSW	CA 93930	07/13/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/13/2018	C864		12,677.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-538.100	Grant Programs	12,677.50	0.00
Distribution Total		12,677.50	0.00

Vendor Total: 12,677.50

	SO CO NEWSPAPERS	08/10/2018	WFB	MST Public Hearing Notice	
	P.O. BOX 710	08/10/2018	N	for 7/19/18 Mtg.(268)	480.25
73464	KING CITY	07/03/2018	N	N	0.00
SO CO NEWS	CA 93930	07/03/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/03/2018	137216		480.25

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.332	MST	480.25	0.00
Distribution Total		480.25	0.00

	SO CO NEWSPAPERS	08/10/2018	WFB	Elite Molecular, LLC	
	P.O. BOX 710	08/10/2018	N	CUP 2017-009(C)	446.25
73465	KING CITY	07/03/2018	N	N	0.00
SO CO NEWS	CA 93930	07/03/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/03/2018	137217		446.25

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.808	Elite Molecular, LLC	446.25	0.00
Distribution Total		446.25	0.00

	SO CO NEWSPAPERS	08/10/2018	WFB	MGP LLC (CUP 2017-008	
	P.O. BOX 710	08/10/2018	N	Public Hearing Notice	545.70
73466	KING CITY	07/03/2018	N	N	0.00
SO CO NEWS	CA 93930	07/03/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/03/2018	137218		545.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.807	MD Biodesign	545.70	0.00
Distribution Total		545.70	0.00

	SO CO NEWSPAPERS	08/10/2018	WFB	Notice of Election for	
	P.O. BOX 710	08/10/2018	N	Nov 6, 2018	89.25
73467	KING CITY	07/03/2018	N	N	0.00
SO CO NEWS	CA 93930	07/03/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/03/2018	137219		89.25

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 22

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check		Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Net Amount
	Email Address	Inv. Date	Invoice No.			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	89.25	0.00
Distribution Total		89.25	0.00

	SO CO NEWSPAPERS	08/10/2018		WFB	Notice of Adoption Parking	
	P.O. BOX 710	08/10/2018		N	Ordinance.	161.50
73468	KING CITY	07/03/2018		N	N	0.00
SO CO NEWS	CA 93930	07/03/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/03/2018	137220			161.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	161.50	0.00
Distribution Total		161.50	0.00

	SO CO NEWSPAPERS	08/10/2018		WFB	Public Hearing Notice for	
	P.O. BOX 710	08/10/2018		N	TUP & Special Permit	471.75
73469	KING CITY	07/25/2018		N	N	0.00
SO CO NEWS	CA 93930	07/25/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/25/2018	137344			471.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-554.102	Public Notices	471.75	0.00
Distribution Total		471.75	0.00

Vendor Total: 2,194.70

	SPEAKWRITE BILLING DEPT	08/10/2018		WFB	Speakwrite Services -	
	6011 WEST COURTYARD DRIVE	08/10/2018		N	#GrpLEKCPD1	64.81
73470	AUSTIN	08/01/2018		N	N	0.00
SPEAK	TX 78730	08/01/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/01/2018	9511faaa			64.81

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-535.000	Consultants	64.81	0.00
Distribution Total		64.81	0.00

Vendor Total: 64.81

	TAVIT & ARAM KARABETYAN PAR	08/10/2018		WFB	Gas Powered Pole Saw.	
	441 FRONT STREET	08/10/2018		N		647.83
73474	SALINAS	07/20/2018		N	N	0.00
VALSA	CA 93901	07/20/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	07/20/2018	171131			647.83

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	647.83	0.00
Distribution Total		647.83	0.00

Vendor Total: 647.83

	THE SALINAS CALIFORNIAN	08/10/2018		WFB		
	P.O. BOX 677371	08/10/2018		N		600.33
73479	DALLAS	07/01/2018		N	N	0.00
THE SALINA	TX 75267-7371	07/01/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/01/2018	3333848			600.33

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.807	MD Biodesign	600.33	0.00

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 23

<KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount

Distribution Total	600.33	0.00
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Vendor Total: 600.33

73472	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS	08/10/2018 08/10/2018 07/15/2018		WFB N N	Gas Charges - Acct 1679	1,051.74 0.00
TORO	CA 93901 <Emailing Stub Disabled>	07/15/2018 07/15/2018	0.00 CLO9382	N 0		0.00 1,051.74

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.302	Gasoline	147.92	0.00
10-426-543.302	Gasoline	240.75	0.00
10-429-543.302	Gasoline	151.67	0.00
22-423-543.302	Gasoline	311.68	0.00
10-161-543.302	Gasoline	199.72	0.00
Distribution Total		1,051.74	0.00

73473	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS	08/10/2018 08/10/2018 07/31/2018		WFB N N	Oil for Pumps WWP	101.89 0.00
TORO	CA 93901 <Emailing Stub Disabled>	07/31/2018 07/31/2018	0.00 0328209-IN	N 0		0.00 101.89

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	101.89	0.00
Distribution Total		101.89	0.00

73481	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS	08/10/2018 08/10/2018 07/31/2018		WFB N N		2,554.02 0.00
TORO	CA 93901 <Emailing Stub Disabled>	07/31/2018 07/31/2018	0.00 6835	N 0		0.00 2,554.02

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	194.81	0.00
10-315-543.302	Gasoline	256.56	0.00
10-321-543.302	Gasoline	2,102.65	0.00
Distribution Total		2,554.02	0.00

Vendor Total: 3,707.65

73471	TRANSUNION RISK AND ALTERN/ DATA SOLUTIONS, INC DALLAS	08/10/2018 08/10/2018 07/31/2018		WFB N N	Monthly Fees #412260	25.00 0.00
TRANSU	TX 75320-9047 <Emailing Stub Disabled>	07/31/2018 07/31/2018	0.00 07312018	Y 0		0.00 25.00

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.001	Intervention & Prevention	25.00	0.00
Distribution Total		25.00	0.00

Vendor Total: 25.00

73480	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS	08/10/2018 08/10/2018 08/06/2018		WFB N N		1,166.86 0.00
U.S. BAN	MO 63179-0428 <Emailing Stub Disabled>	08/06/2018 08/06/2018	0.00 080618AW	N 0		0.00 1,166.86

Edit List of Invoices - Detail w/GL

AUGUST 10, 2018 (FY 18-19)

Date: 08/14/2018

Time: 8:11 am

Page 24

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	90.92	0.00
10-621-535.111	Advertising	27.00	0.00
10-621-521.000	Office Supplies	64.07	0.00
10-620-522.000	Operating Supplies	984.87	0.00
Distribution Total		1,166.86	0.00

Vendor Total: 1,166.86

73476	XTELESIS CORPORATION	08/10/2018		WFB	Telephone -	
	P O BOX 712269	08/10/2018		N		86.15
XTEL	COTTONWOOD HEIGHTS	07/18/2018		N	N	0.00
	UT 84171	07/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/18/2018	42318			86.15

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	86.15	0.00
Distribution Total		86.15	0.00

73477	XTELESIS CORPORATION	08/10/2018		WFB	Telephone	
	P O BOX 712269	08/10/2018		N		920.60
XTEL	COTTONWOOD HEIGHTS	07/18/2018		N	N	0.00
	UT 84171	07/18/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/18/2018	42313			920.60

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	920.60	0.00
Distribution Total		920.60	0.00

Vendor Total: 1,006.75

Grand Total: 624,716.91

Less Credit Memos: 0.00

Net Total: 624,716.91

Less Hand Check Total: 0.00

Outstanding Invoice Total: 624,716.91

Total Invoices: 124



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF SUCCESSOR AGENCY AUGUST 2, 2018 INVOICES PAID

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 invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

**CITY COUNCIL/CITY
CONSIDERATION OF CITY JUNE 2018 INVOICES PAID
AUGUST 28, 2018
PAGE 2 OF 2**

1. Edit List of Invoices – Detail W/GL

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

Aug 2, 2018 (FY 2018-19)SA

Date: 08/02/2018

Time: 1:58 pm

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	PO Number	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Req. No.	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Disc. %	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Inv. Date	1099?	Hand Check Number/Date	Net Amount
	Email Address		Invoice No.			
	MBASIA	08/02/2018		SSA	WC Premium	
	100 PINE STREET, 11TH FLOOR	08/02/2018		N		123.23
73277	SAN FRANCISCO	07/09/2018		N	N	0.00
M BASIA	CA 94111	07/09/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	07/09/2018	180701-6SA			123.23

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-515.080	Workers' Compensation Ins	123.23	0.00
Distribution Total		123.23	0.00

Vendor Total: 123.23

Grand Total: 123.23

Less Credit Memos: 0.00

Net Total: 123.23

Less Hand Check Total: 0.00

Outstanding Invoice Total: 123.23

Total Invoices: 1



Item No. 9 (E)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF SUCCESSOR AGENCY AUGUST 10, 2018 INVOICES PAID

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 invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

**CITY COUNCIL/CITY
CONSIDERATION OF CITY JUNE 2018 INVOICES PAID
AUGUST 28, 2018
PAGE 2 OF 2**

1. Edit List of Invoices – Detail W/GL

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

Aug 10, 2018 (FY 2017-18)SA

Date: 08/10/2018

Time: 2:41 pm

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	ALESHIRE & WYNDER LLP	06/30/2018	SSA	Successor Agency	
	18881 VON KARMAN AVE	08/10/2018	N		41.00
73360	IRVINE	07/26/2018	N	N	0.00
A & W	CA 92612	07/26/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/26/2018	47356SA		41.00

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-531.000	Legal Services	41.00	0.00
Distribution Total		41.00	0.00

Vendor Total: 41.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	GREEN'S ACCOUNTING	06/30/2018	SSA	Successor Agency	
	P.O. BOX 698	08/10/2018	N		680.00
73359	GREENFIELD	07/09/2018	N	N	0.00
GREEN'S	CA 93927	07/09/2018	0.00	Y 0	0.00
	<Emailing Stub Disabled>	07/09/2018	06302018		680.00

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-534.000	Audit Services	680.00	0.00
Distribution Total		680.00	0.00

Vendor Total: 680.00

Grand Total:	721.00
Less Credit Memos:	0.00
Net Total:	721.00
Less Hand Check Total:	0.00
Outstanding Invoice Total:	721.00

Total Invoices: 2



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SECOND READING AND ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 22 OF THE KING CITY MUNICIPAL CODE GOVERNING PARKING REGULATIONS WITHIN THE BOUNDARIES OF KING CITY, INCLUDING ADOPTION OF CLASS 1 CEQA CATEGORICAL EXEMPTION

RECOMMENDATION:

It is recommended the City Council: 1) conduct the second reading, by title only, and adopt an Ordinance amending Municipal Code Chapter 22 to remove parking restrictions on portions of Lynn Street and Ellis Street; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301 of the CEQA Guidelines.

BACKGROUND:

The City recently received a request from Rio Farms and Western Harvesting to remove red curb on the north side of Lynn Street and south side of Ellis Street west of First Street adjacent to their business. Parking restrictions are set forth in Section 10.22.010 of the Municipal Code. Therefore, any changes require adoption of an Ordinance modifying this Code section. An Ordinance making this change was introduced by the City Council at the August 14, 2018 meeting.



Lynn Street west of First Street



Ellis Street west of First Street

**CITY COUNCIL
CONSIDERATION OF SECOND READING AND ADOPTION OF AN
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING
CHAPTER 22 OF THE KING CITY MUNICIPAL CODE GOVERNING PARKING
REGULATIONS WITHIN THE BOUNDARIES OF KING CITY, INCLUDING
ADOPTION OF CLASS 1 CEQA CATEGORICAL EXEMPTION
AUGUST 28, 2018
PAGE 2 OF 2**

DISCUSSION:

Representatives from Rio Farms and Western Harvesting have indicated their businesses have expanded and parking is restricted on all three sides of their property. The City Engineer has evaluated the request and determined there is available right-of-way on both streets for on-street parking and no justification for maintaining red curb at those locations at this time. Therefore, the City Engineer has recommended removal of the red curb areas.

COST ANALYSIS:

The cost impact of this recommendation will be limited to staff time to prepare the Ordinance and to remove the existing "no parking" signs and red curb area. In addition, total publishing costs are estimated to approximately \$400, which can be funded from the existing budget.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301, which exempts minor alterations to existing structures and facilities because this is a minor change to parking that will not expand existing uses. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendation;
2. Modify the Ordinance to include only one street or the other and re-introduce;
3. Make other changes to the Ordinance and then approve re-introduction;
4. Do not adopt the Ordinance and maintain parking restrictions in place; or
5. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

1 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KING FINDS AND**
2 **ORDAINS AS FOLLOWS:**

3 **Section 1.** The above recitals are all true and correct and are hereby adopted as findings.

4 **Section 2.** Section 10.22.010 of the King City Municipal Code hereby is amended in
5 part to eliminate the following nineteenth row of the existing table regarding parking restrictions on
6 Lynn Street:

Lynn Street	North	From North First Street to a point 150 feet west
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7
8
9 **Section 3.** Section 10.22.010 of the King City Municipal Code hereby is amended in
10 part to eliminate the following twentieth row of the existing table regarding parking restrictions on
11 Ellis Street:

Ellis Street	South	From North First Street to a point 150 feet west
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12
13 **Section 4.** If any provision of this Ordinance is held invalid, such invalidity shall not
14 affect the remaining provisions of this Ordinance, which shall remain in effect absent the provision
15 held to be invalid, and to this end, the provisions of this Ordinance are declared to be severable.

16 **Section 5.** The City Clerk shall certify to the adoption of this Ordinance, and cause the
17 same to be published in the local newspaper, and the same shall take effect thirty (30) days after its
18 date of adoption.

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PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM

Shannon Chaffin, Interim City Attorney

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STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss
CITY OF KING)

I, Steven Adams, City Clerk of the City of King, do hereby certify that the foregoing Ordinance No. _____ was duly passed and adopted at a regular meeting of the City Council of the City of King held on the _____ day of _____, 2018.

Upon motion of Councilmember _____, seconded by Councilmember _____, the foregoing Ordinance No. _____ was duly passed and adopted.

Vote on the Motion:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of King, this _____ day of _____, 2018.

Steven Adams, City Clerk



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, DIRECTOR OF FINANCE

RE: CONSIDERATION OF RESOLUTION 2018-4659 APPROVING A DEBT MANAGEMENT POLICY AND DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS

RECOMMENDATION:

Staff recommends the City Council adopt the Resolution approving a Debt Management Policy and Disclosure Procedures for Public Debt Issuances and related disclosure obligations.

BACKGROUND:

Senate Bill 1029 ("SB 1029") requires local public agencies to include in their reports to the California Debt and Investment Advisory Commission ("Commission") a certification that it has adopted local debt policies and that the use of outstanding debt is consistent with the local policy. SB 1029 also requires that local agencies submit an annual report for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017, and requires the annual report to contain certain information and be submitted within seven (7) months after June 30 of each year.

DISCUSSION:

Government Code Section 8855(i) requires the issuer of any proposed debt of a local government to submit a report to the Commission no later than 30 day prior to any sale of a debt issue. Effective January 1, 2017, SB 1029 amended Section 8855(i) to require the report to include a certification that the issuer has adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with these policies. The newly revised Section 8855(i) requires the local debt policy to include information about the purpose of

**CITY COUNCIL
CONSIDERATION OF RESOLUTION 2018-4659 APPROVING A DEBT
MANAGEMENT POLICY AND DISCLOSURE PROCEDURES FOR PUBLIC
DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS
AUGUST 28, 2018
PAGE 2 OF 3**

each new debt issue, the relationship of the debt to the issuer's capital improvement program, and internal control procedures that the issuer has (or will) implement to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

SB 1029 also adds Section (k) to Section 8855, which requires public agencies to submit annual reports for any issue of debt for which it has submitted a report of final sale on or after January 21, 2017. The annual report must cover a reporting period of July 1 through June 30, and must be submitted no later than (7) months after the end of the reporting period. The annual report must contain certain information about debt authorized during the reporting period, debt outstanding during the reporting period, and the use of proceeds of issued debt during the reporting period including the purposes for which it was spent.

The proposed Debt Management Policy (attached as Exhibit A to the Resolution) and the proposed Disclosure Procedures for Public Debt Issuances (attached as Exhibit B to the Resolution) are in compliance with SB 1029.

COST ANALYSIS:

Minimal annual reporting expenses will be incurred.

ENVIRONMENTAL REVIEW:

The policy 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 Council consideration:

1. Adopt the Resolution;
2. Request changes;
3. Do not adopt the Resolution; or
4. Provide other direction to staff.

Exhibits:

1. Resolution No. 2018-4659

**CITY COUNCIL
CONSIDERATION OF RESOLUTION 2018-4659 APPROVING A DEBT
MANAGEMENT POLICY AND DISCLOSURE PROCEDURES FOR PUBLIC
DEBT ISSUANCES AND RELATED DISCLOSURE OBLIGATIONS
AUGUST 28, 2018
PAGE 3 OF 3**

Submitted by:  _____
Mike Howard, Finance Director

Approved by:  _____
Steven Adams, City Manager

CITY OF KING CITY

RESOLUTION NO. 2018-4659

**RESOLUTION APPROVING A DEBT MANAGEMENT POLICY AND
DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES AND
RELATED DISCLOSURE OBLIGATIONS**

RESOLVED, by the City Council (the "Council") of the City of King City (the "City"), Monterey County, State of California, as follows:

WHEREAS, pursuant to the provisions of section 8855(i) of the California Government Code, prior to the issuance or incurrence of any debt, the City is required to adopt local debt policies concerning the use of debt and that any proposed debt issuance is consistent with those local debt policies;

WHEREAS, a debt management policy has been developed for the City and the Council desires to adopt such policy in connection with any proposed debt of the City;

WHEREAS, from time to time the City incurs indebtedness (including but not limited to bonds, notes and certificates of participation) and, in connection therewith, prepare disclosure documents (a) describing the indebtedness for use in the offering and sale of the indebtedness or interests therein generally known as "official statements" or "placement memoranda" (the "Initial Disclosure Documents"); and (b) as required by continuing disclosure obligations entered into in connection with such indebtedness (the "Continuing Disclosure Documents") which typically are required to be periodically filed with the Municipal Securities Rule Making Board's Electronic Municipal Market Access System (generally known as "EMMA"), and

WHEREAS, to (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the City, (b) ensure that Continuing Disclosure Documents filed with EMMA are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the City, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the City are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, disclosure procedures for public debt issuances and related disclosure obligations has been developed for the City and the Council desires to adopt such procedures in connection with any proposed debt of the City;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

Section 1. The debt management policy, in the form attached hereto as Exhibit A (the "Debt Policy"), is hereby adopted by the Council for the City for the City and its related agencies. The Debt Policy has been developed to provide guidance in the issuance and management of debt by

the City or its related entities and is intended to comply with section 8855(i) of the California Government Code effective on January 1, 2017. The main objectives are to establish conditions for the use of debt, to ensure that debt capacity and affordability are adequately considered, to minimize the City's interest and issuance costs, to maintain the highest possible credit rating, to provide complete financial disclosure and reporting and to maintain financial flexibility for the City.

Section 2. To (a) ensure that Initial Disclosure Documents do not contain any material misstatements or omit to state information material to prospective investors in connection with their decision to purchase obligations of the Public Agencies, (b) ensure that Continuing Disclosure Documents filed with EMMA by the Public Agencies are timely filed, are accurate and are otherwise in accordance with continuing disclosure obligations of the Public Agencies, (c) ensure that material event notices and any other filings with EMMA in connection with debt obligations of the Public Agencies are accurate and comply with all applicable federal and state securities laws, and (d) promote best practices regarding the preparation of Initial Disclosure Documents and Continuing Disclosure Documents, the City Council hereby adopts disclosure procedures for public debt issuances in the form attached hereto as Exhibit B.

Section 3. The City Manager, the Finance Director, the City Clerk, and other appropriate officials of the City are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the provisions and directives of this Resolution.

Section 4. This Resolution shall be effective upon adoption by the Council.

I, the undersigned City Clerk of the City of King City, hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the City Council of the City at a meeting thereof on the 28th day of August, 2018, by the following vote of the members thereof:

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

DEBT MANAGEMENT POLICY

This Debt Management Policy (the “Debt Policy”) of the CITY OF KING CITY (the “City”) was approved by the City Council of the City (the “Council”) on August 28, 2018. The Debt Policy may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

This Debt Policy will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City or its related entities and is intended to comply with section 8855(i) of the California Government Code effective on January 1, 2017. The main objectives are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City’s interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the City’s effort to allocate limited resources to provide the highest quality of service to the public. The City understands that poor debt management can have ripple effects that hurt other areas of the City. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of the City for its residents and businesses.

1. Findings

This Debt Policy shall govern all debt undertaken by the City. The City hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the City’s sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City’s debt is consistent with the City’s planning goals and objectives and capital improvement program or budget, as applicable.

- Encourage those that benefit from a facility/improvement to pay the cost of that facility/improvement without the need for the expenditure of limited general fund resources.

2. Policies

A. Purposes For Which Debt May Be Issued

The City will consider the use of debt financing primarily for capital improvement projects (CIP) when the project's useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term instruments such as tax and revenue anticipation notes, which are to be used for prudent cash management purposes and conduit financing, as described below. Bonded debt should not be issued for projects with minimal public benefit or support, or to finance normal operating expenses.

If a department has any project which is expected to use debt financing, the department director is responsible for expeditiously providing the City Manager and the Finance Director with reasonable cost estimates, including specific revenue accounts that will provide payment for the debt service. This will allow an analysis of the project's potential impact on the City's debt capacity and limitations. The department director shall also provide an estimate of any incremental operating and/or additional maintenance costs associated with the project and identify sources of revenue, if any, to pay for such incremental costs.

(i) Long-Term Debt. Long-term debt may be issued to finance or refinance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and/or operated by the City.

(a) Long-term debt financings are appropriate when the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the City and its taxpayers and ratepayers.
- When the debt is used to refinance outstanding debt in order to produce debt service savings or to realize the benefits of a debt restructuring.

(b) Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

(c) The City may use long-term debt financings subject to the following conditions:

- The project to be financed has been or will be approved by the Council.

- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20%, unless specific conditions exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
- The City estimates that sufficient income or revenues will be available to service the debt through its maturity.
- The City determines that the issuance of the debt will comply with the applicable requirements of state and federal law.
- The City considers the improvement/facility to be of vital, time-sensitive need of the community and there are no plausible alternative financing sources.

(d) Periodic reviews of outstanding long-term debt will be undertaken to identify refunding opportunities. Refunding will be considered (within federal tax law constraints, if applicable) if and when there is a net economic benefit of the refunding. Refundings which are non-economic may be undertaken to achieve City objectives relating to changes in covenants, call provisions, operational flexibility, tax status of the issuer, or the debt service profile.

In general, refundings which produce a net present value savings of at least three (3) percent of the refunded debt will be considered economically viable. Refundings which produce a net present value savings of less than three (3) percent or negative savings will be considered on a case-by-case basis, and are subject to Council approval.

(ii) Short-term debt. Short-term borrowing may be issued to generate funding for cash flow needs in the form of Tax and Revenue Anticipation Notes (TRAN).

Short-term borrowing, such as commercial paper, and lines of credit, will be considered as an interim source of funding in anticipation of long-term borrowing. Short-term debt may be issued for any purpose for which long-term debt may be issued, including capitalized interest and other financing-related costs. Prior to issuance of the short-term debt, a reliable revenue source shall be identified to secure repayment of the debt. The final maturity of the debt issued to finance the project shall be consistent with the economic or useful life of the project and, unless the Council determines that extraordinary circumstances exist, must not exceed seven (7) years.

Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment, and such equipment leases may be longer than seven (7) years.

(iii) Financings on Behalf of Other Entities. The City may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further the public purposes of City. In such cases, the City shall take reasonable steps to confirm the

financial feasibility of the project to be financed and the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein. In no event will the City incur any liability or assume responsibility for payment of debt service on such debt.

B. Types of Debt

In order to maximize the financial options available to benefit the public, it is the policy of the City of King City to allow for the consideration of issuing all generally accepted types of debt, including, but not exclusive to the following:

- General Obligation (GO) Bonds: General Obligation Bonds are suitable for use in the construction or acquisition of improvements to real property that benefit the public at large. Examples of projects include libraries, parks, and public safety facilities. All GO bonds shall be authorized by the requisite number of voters in order to pass.
- Revenue Bonds: Revenue Bonds are limited-liability obligations tied to a specific enterprise or special fund revenue stream where the projects financed clearly benefit or relate to the enterprise or are otherwise permissible uses of the special revenue. An example of projects that would be financed by a Revenue Bond would be improvements to a water system, which would be paid back with money raised from the rates and charges to water users. Generally, no voter approval is required to issue this type of obligation but in some cases, the City must comply with proposition 218 regarding rate adjustments.
- Lease-Backed Debt/Certificates of Participation (COP/Lease Revenue Bonds): Issuance of Lease-backed debt is a commonly used form of debt that allows a City to finance projects where the debt service is secured via a lease agreement and where the payments are budgeted in the annual budget appropriation by the City from the general fund. Lease-Backed debt does not constitute indebtedness under the state or the City's constitutional debt limit and does not require voter approval.
- Special Assessment/Special District Debt: The City will consider requests from developers for the use of debt financing secured by property-based assessments or special taxes in order to provide for necessary infrastructure for new development only under strict guidelines adopted by the Council, which may include minimum value-to-lien ratios and maximum tax burdens. Examples of this type of debt are Assessment Districts (AD) and Community Facilities Districts (CFD) or more commonly known as Mello-Roos Districts. In order to protect bondholders as well as the City's credit rating, the City will also comply with all State guidelines regarding the issuance of special district or special assessment debt, as well as any policy required to be adopted under Government Code Section 53312.7.
- Tax Allocation Bonds: Tax Allocation Bonds are special obligations that are secured by the allocation of tax increment revenues that are generated by

increased property taxes in the designated redevelopment area. Tax Allocation Bonds are not debt of the City. Due to changes in the law affecting California Redevelopment agencies with the passage of ABX1 26 (as amended, the Dissolution Act) as codified in the California Health and Safety Code, the Community Development Agency of the City of King (RDA) was dissolved as of February 1, 2012, and its operations substantially eliminated but for the continuation of certain enforceable RDA obligations to be administered by the Successor Agency to the Community Development Agency of the City of King. The Successor Agency may issue Tax Allocation Bonds to refinance outstanding obligations of the RDA, subject to limitations included in the Dissolution Act.

The City may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

To maintain a predictable debt service burden, the City will give preference to debt that carries a fixed interest rate. An alternative to the use of fixed rate debt is variable rate debt. The City may choose to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and third-party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose. The maximum amount of variable-rate debt should be limited to no more than 20 percent of the total debt portfolio.

The City will not employ derivatives, such as interest rate swaps, in its debt program. A derivative product is a financial instrument which derives its own value from the value of another instrument, usually an underlying asset such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk and thereby reducing borrowing costs. However, these products bear certain risks not associated with standard debt instruments.

C. Relationship of Debt to Capital Improvement Program and Budget

The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement plan.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear, unless a specific revenue source has been identified for this purpose, such as Gas Tax funds.

The City shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed

in furtherance of the City's public purposes.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives

The City is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

Except as described in Section 2.A., when refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations minimum net present value debt service savings equal to or greater than 3% of the refunded principal amount. The city may require higher savings.

E. Internal Control Procedures

When issuing debt, in addition to complying with the terms of this Debt Policy, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- any continuing disclosure undertakings under SEC Rule 15c2-12,
- any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- the City's investment policies as they relate to the investment of bond proceeds.

Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the City Manager or the Finance Director.

F. Method of Sale

For the sale of any City-issued debt, the City Manager or the Finance Director or designee shall recommend the method of sale with the potential to achieve the lowest financing cost and/or to generate other benefits to the City. Potential methods of sale include:

- A competitive bidding process through which the award is based on, among other factors, the lowest offered true interest cost
- Negotiated sale, subject to approval by the City to ensure that interest costs are in accordance with comparable market interest rates
- Private placement sale, when the financing can or must be structured for a single or limited number of purchasers or where the terms of the private placement are more beneficial to the City than either a negotiated or competitive sale

G. Waivers of Debt Policy

There may be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or in the best interests of the City and the failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the City in accordance with applicable laws. Any such waivers shall be subject to approval by the City Council.

H. Compliance with Section 8855(i) of the California Government Code

This Debt Policy complies with the provisions of section 8855(i) of the California Government Code,

EXHIBIT B

DISCLOSURE PROCEDURES FOR PUBLIC DEBT ISSUANCES

These Disclosure Procedures for Public Debt Issuances and Related Disclosure Obligations (the “Procedures”) of the CITY OF KING CITY (the “City”) were approved by the City Council of the City (the “Council”) on August 28, 2018. The Procedures may be amended by Council as it deems appropriate from time to time in the prudent management of the debt of the City.

The Procedures will also apply to any debt issued by any public agency for which the Council acts as its legislative body.

I. INTRODUCTION

A. Purpose

The Procedures are intended to (1) ensure that the City’s Initial Disclosure Documents and Continuing Disclosure Documents (as such terms are defined in Section II A.2 below) are accurate and comply with all applicable federal and state securities laws, and (2) promote best practices regarding the preparation of the City’s Initial Disclosure Documents and Continuing Disclosure Documents.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition.* A Disclosure Practices Working Group (the “Disclosure Working Group”) will have general oversight over the entire initial and continuing disclosure process. Members of the Disclosure Working Group shall be appointed from time to time by the City Manager (in consultation with the Finance Director) and shall consist of persons relevant to the disclosure process. The initial Disclosure Working Group shall include the following persons:

- (a) the Finance Director;
- (b) the Disclosure Coordinator (as described below);
- (d) and any other individuals appointed by the City Manager, if any.

The Disclosure Working Group shall consult with finance team members for each applicable City debt obligation, or other interested parties as the Finance Director or any other member of the Disclosure Working Group determines is advisable, related to disclosure issues and practices. Meetings of the Disclosure Working Group may be held telephonically.

The Disclosure Working Group is an internal working group of City staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

2. *Responsibilities.* The Disclosure Working Group is responsible for:
 - (a) reviewing all Initial Disclosure Documents, and making recommendations to the Council or appropriate governing board for their approval of Initial Disclosure Documents;
 - (b) reviewing all continuing disclosure obligations as contained in Initial Disclosure Documents before such documents are released to the prospective investors, and making recommendations to the Council or appropriate governing board for their approval of such continuing disclosure obligations;
 - (c) reviewing annually the City's status and compliance with continuing disclosure obligations, including filings of Continuing Disclosure Documents, compliance with these Procedures and the annual report prepared by the Disclosure Consultant as described in Section II (C) below;
 - (d) reviewing any items referred to the Disclosure Working Group; and
 - (e) evaluating the effectiveness of these Procedures and approving changes to these Procedures.

For purposes of these Procedures, "Initial Disclosure Documents" means disclosure documents describing City indebtedness for use in connection with the offering and sale of the indebtedness or interests therein, including Official Statements (as defined in the next sentence); and "Continuing Disclosure Documents" means (i) annual continuing disclosure reports filed with the MSRB, and (ii) event notices and any other filings with the MSRB. As used in these Procedures, the term "Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the City's debt obligations, together with any supplements, for debt obligations for which a continuing disclosure obligation is required.

B. Disclosure Coordinator

1. *Appointment.* The Finance Director, in consultation with the other members of the Disclosure Working Group, shall select and appoint a Disclosure Coordinator. The Finance Director may serve as the Disclosure Coordinator.

2. *Responsibilities.* The Disclosure Coordinator is responsible for:
 - (a) serving as a "point person" for personnel to communicate issues or information that should be or may need to be included in any Initial Disclosure Document or Continuing Disclosure Document;

(b) in preparing Initial Disclosure Documents and in anticipation of preparing Continuing Disclosure Documents, soliciting “material” information (as defined in Securities and Exchange Rule 10b-5) from City departments and other relevant City Staff;

(c) following up with others, including management of outside consultants assisting the City, in the preparation and dissemination of Initial Disclosure Documents and Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the Continuing Disclosure Documents are filed on a timely basis and are accurate;

(d) In cooperation with the attorney or attorneys, or financial advisor, preparing any Initial Disclosure Document, and with other City or public agency Staff members with knowledge of the subject matter of the respective debt obligation, (i) reviewing each Initial Disclosure Document with the Disclosure Working Group and (ii) presenting the Initial Disclosure Document to the Council or other appropriate governing board for approval, before it is disseminated to the public or prospective purchasers of the related debt obligation, all in order to ensure that all disclosure contained therein and not otherwise attributable to sources other than the City is accurate and does not omit to state information required to be stated therein in order to make the statements therein not misleading in any material respect;

(e) preparing and filing the required Continuing Disclosure Documents, to the extent such filings are not prepared and filed by the Disclosure Consultant;

(f) monitoring compliance by the City with these Procedures, including timely dissemination of annual report and event filings as described in Sections III (B) and (C) below;

(g) recommending changes to these Procedures to the Disclosure Working Group as necessary or appropriate;

(h) together with the Finance Director (if other than the Disclosure Coordinator), coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the City;

(i) maintaining records documenting the City’s compliance with these Procedures;

(j) reviewing compliance with and providing appropriate certifications in connection with the various covenants in documents for debt obligations; and the Disclosure Coordinator shall review the documents for debt obligations to determine which covenants require an annual or regular certification and maintain a list of those with the Disclosure Coordinator (the Disclosure Coordinator may delegate such compliance requirements to the Disclosure Consultant); and

(k) ensuring that members of the Disclosure Working Group and the Council or other applicable governing board approving Initial Disclosure Documents or

Continuing Disclosure Documents receive periodic training regarding disclosure responsibilities and practices.

3. *Consultation.* The Disclosure Coordinator shall consult with the disclosure counsel for a respective debt obligation to the extent the Disclosure Coordinator considers appropriate to perform the Disclosure Consultant's responsibilities.

C. Disclosure Consultant

1. *Appointment.* The Finance Director shall designate or hire, as applicable, a Disclosure Consultant (who may be a City Staff member, an attorney retained as disclosure counsel, a financial advisor or other appropriate consultant who is hired to assist in disclosure) in consultation with the Disclosure Working Group. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities.* The Disclosure Consultant is responsible for:

(a) communicating to the Disclosure Working Group its information needs, reviewing Initial Disclosure Documents, Continuing Disclosure Documents and other relevant information, consulting with appropriate City staff or interested parties needed to confirm that the City is meeting its disclosure obligations; and

(b) from time to time, making recommendations to the Disclosure Working Group regarding ways the City may improve these Procedures and methods of meeting City continuing disclosure obligations.

D. Others With Responsibility for Initial Disclosure Documents.

1. *Consultation of City Attorney.* The Disclosure Working Group, in connection with Initial Disclosure Documents shall consult the City Attorney (or a designee) to review Initial Disclosure Documents with respect to any descriptions of (a) any material current, pending or threatened litigation known to the City Attorney, (b) any material settlements or court orders and (c) any other legal issues which the City Attorney may believe is material information for purposes of any respective Initial Disclosure Document in consultation with the Disclosure Working Group. Unless the City Attorney contracts to do so, the City Attorney is not required to provide any opinions on disclosure.

2. *Responsibilities of Finance Director.* The Finance Director shall review each Initial Disclosure Document, identify any material difference in presentation of financial information from the City's most recent financial statements and ensure there are no misstatements or omissions of material information in any sections that contain descriptions of information prepared by the Finance Director (or the Finance Director's staff) or of relevance to the finances of the City. In addition, the Finance Director shall determine whether the City's then-available financial statements are appropriate to be included in the respective Initial Disclosure Document and whether to seek the consent of the City's auditor to including financing statements in the respective Initial Disclosure Document.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system in accordance with such undertakings in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the City, the City's audited financial statements and other information material to investors.

The City is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the City's annual reports commences as required to satisfy the filing requirements under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the City's continuing disclosure undertakings. The Disclosure Working Group may meet to discuss the event and to determine, in consultation with the Disclosure Consultant, whether a filing is required or is otherwise desirable.

D. Uncertainty

The Finance Director may direct questions regarding the disclosure to the Disclosure Consultant, disclosure counsel, bond counsel or the City Attorney or such other counsel or consultant he/she deems appropriate.

IV. CONTINUING DISCLOSURE DOCUMENTS TO BE RETAINED

The Disclosure Coordinator shall be responsible for retaining records demonstrating compliance with the Continuing Disclosure Document requirements of these Procedures. The Disclosure Coordinator shall retain an electronic or paper file ("Disclosure File") for each continuing disclosure annual report that the City completes. Each Disclosure File shall include

the final version of the applicable Initial Disclosure Document and all related Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Disclosure File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

V. EDUCATION

The Finance Director shall ensure that the Disclosure Coordinator and the members of the Disclosure Working Group are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, attendance at conferences, or other appropriate methods identified by the Finance Director.



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF USE OF MESA DEL REY AIRPORT FOR A HALF MILE SHOOTOUT SPEED CAR EVENT, INCLUDING ADOPTION OF CLASS 1 AND CLASS 23 CEQA CATEGORICAL EXEMPTION

RECOMMENDATION:

It is recommended the City Council: 1) direct staff to enter into an agreement with Supercar Mafia to allow use of the Mesa Del Rey Airport for a one-day half-mile shootout speed car event in August 2019; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301 and Section 15323 of the CEQA Guidelines.

BACKGROUND:

Supercar Mafia is a social media and television production company that focuses on the exotic car market, including Ferrari, Lamborghini, McLaren, Porsche, etc. They have requested to utilize the Mesa Del Rey Airport to hold a half-mile shootout event on August 14 or August 21, 2019. It would be during Monterey Car Week to market participation among those participating in that event.

Shootout events involve use of the runway for high performance vehicles to operate at high speeds in two car intervals. There are two types of events. The first is a competition. The second is non-competitive, which provides an opportunity for owners to operate their vehicles at high speeds in a safe environment and an opportunity for spectators to view them. The request under consideration is for a non-competitive event. It would require closure of the Airport that day from 7:00 a.m. to 4:00 p.m. A copy of the proposal is attached.

CITY COUNCIL

CONSIDERATION OF USE OF MESA DEL REY AIRPORT FOR A HALF MILE SHOOTOUT SPEED CAR EVENT, INCLUDING ADOPTION OF CLASS 1 AND CLASS 23 CEQA CATEGORICAL EXEMPTION

AUGUST 28, 2018

PAGE 2 OF 3

DISCUSSION:

Event organizers anticipate 50 – 100 cars and up to 500 spectators. An admission fee would be charged. Similar events are held at other times at Coalinga and Marina Airports, but they are competitive. The benefit to the City is that it would attract visitors from the Monterey Car Week event that otherwise normally do not travel this far south.

Staff contacted the Federal Aviation Authority (FAA). They indicated these events are not something they encourage, but they will allow them. The primary conditions are that a fair market value fee be charged and a Notice to Airmen (NOTAM) be issued.

The Airport Advisory Committee considered the request at their August 13, 2018 meeting. They recommended approval under the conditions that that they be required to reimburse any costs for damages that may occur and Airport tenants be provided access passes if they need to access their hangars.

If approved by Council, staff will develop an agreement with the event organizer, which will be presented to the Airport Advisory Committee and City Council for approval. In addition to the NOTAM, notices will be sent to all Airport tenants several months in advance and again two weeks in advance.

COST ANALYSIS:

The City of Coalinga charges a fee of \$5,000 plus 1% of admission for a two-day event. Therefore, it is recommended to charge \$2,500 plus 1% of admission for a one-day event to be consistent.

ENVIRONMENTAL REVIEW:

Staff performed a preliminary environmental assessment of this event and determined that it falls within the Categorical Exemptions set forth in 15301 (Existing Facilities) and 15323 (Normal Operations of Facilities for Public Gatherings) because it consists of the use of existing public or private structures and facilities involving a negligible expansion of use beyond that existing at the current time since it is a short-term activity. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

**CITY COUNCIL
CONSIDERATION OF USE OF MESA DEL REY AIRPORT FOR A HALF MILE
SHOOTOUT SPEED CAR EVENT, INCLUDING ADOPTION OF CLASS 1 AND
CLASS 23 CEQA CATEGORICAL EXEMPTION
AUGUST 28, 2018
PAGE 3 OF 3**

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's and the Airport Advisory Committee's recommendation;
2. Direct staff to place additional restrictions on the use and/or increase the proposed fee;
3. Do not approve the request; or
4. Provide staff other direction.

Exhibits:

1. Supercar Mafia Proposal

Prepared and Approved by:



Steven Adams, City Manager

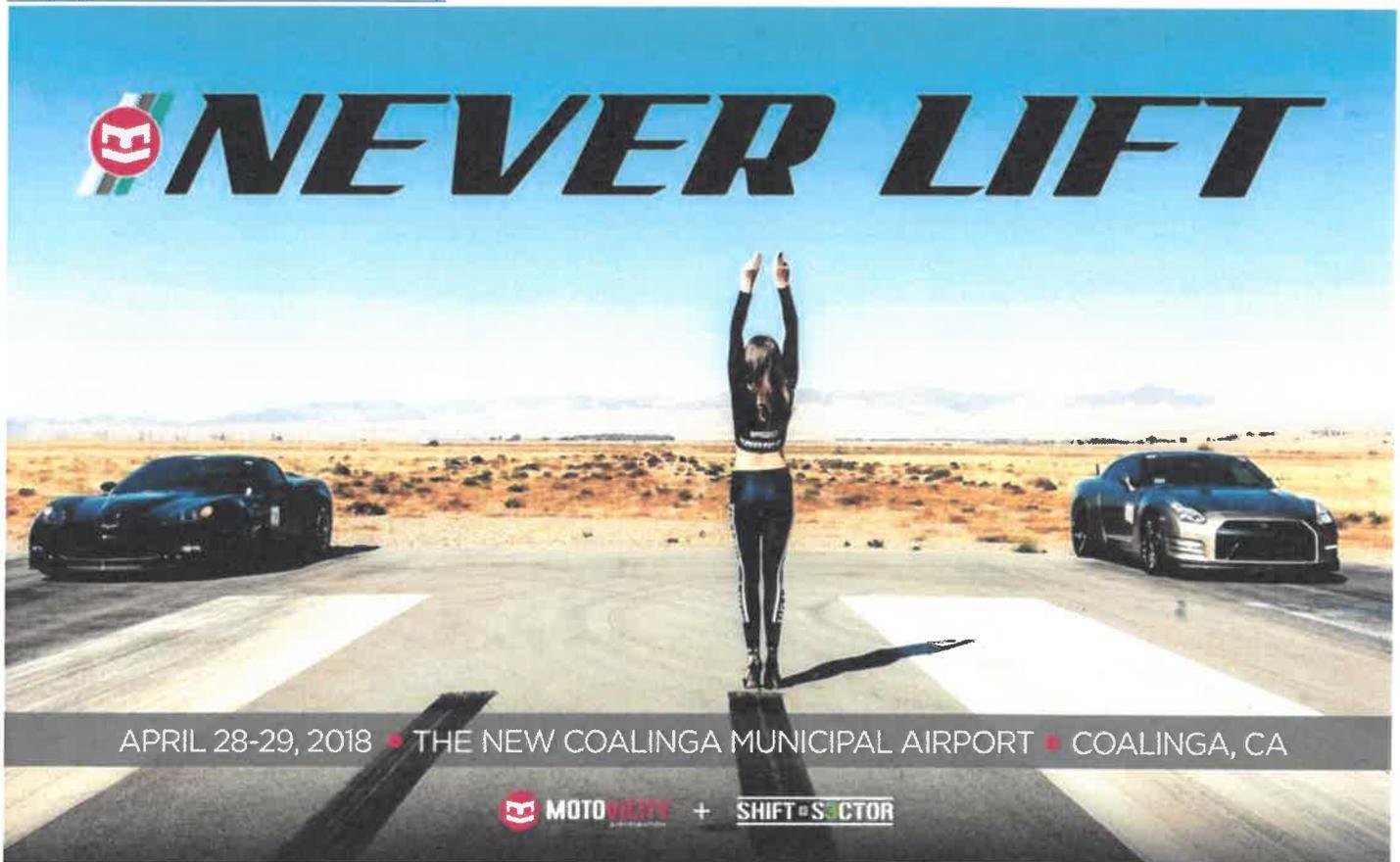
SUPERCAR MAFIA

Supercar Mafia is a social media and television production company that focuses on the exotic car market, Ferrari, Lamborghini, McLaren, Porsche, etc. We would like to hold a half-mile shootout event at the King City Airport

Founded in order to fill a niche in the motorsports marketplace, half-mile shootouts create a safe and controlled environment for fellow car enthusiasts to pursue their "Need for Speed" without the distance restrictions of the standard 1/8 or 1/4 mile drag strip.

Generally, two types of events are held: The first is an organized race event with different classes and announced winners, like the Never Lift event held April 28-29, 2018 at the Coalinga Airport.

<https://www.neverlifthalfmile.com/>



These types of events feature cars that are highly modified, purpose built 1/2 -mile cars, as well as stock production cars. All drivers are competing in designated classes and competing for wins and prize money.

The second type of event is a non-competition event in which gentlemen drivers participate in their production vehicles. The driver is not competing to win prizes and money. Rather, they are participating to safely experience driving their car at speed in a controlled, safe environment. The driver only goes as fast as they are comfortable with, there is no pressure and we encourage drivers to build up slowly and carefully until they become

accustomed to the speed and conditions on the day. A good example of this type of event is <http://www.vmax200.com/> which is the UK's premiere non-competition event organizer. This is the type of event we want to hold, and we are currently exploring co-hosting the event at your airstrip with Vmax200.

Safety is first and foremost at a half-mile shootout. Prior to every event, a safety assessment is held, at which time we will determine the rules and requirements for that specific event. Safety requirements include:

- No passengers allowed. A Hans device or similar type of restraint for neck protection is recommended.
- Helmet required, SNELL SA2010 or newer.
- Motorcycles are not allowed.
- Full covered shoe wear required.
- Pants required.
- All vehicles must have tech inspection form completed prior to event.
- All vehicles must go through tech inspection.
- Alternative fuels to gasoline and diesel must be reported to our crew, for submission to rescue personnel. Example: Methanol, Alcohol, Nitrous, etc.
- Your vehicle assigned number must be visible at the top center of your windshield right in front of your rearview mirror.
- Your tech sticker must be placed in the driver's side top corner of your windshield.
- In the event of a mechanical failure please pull off into the grass and turn your hazards on. This will signal tow truck and emergency personnel to come to your assistance.
- During an Event, if a car is involved in an on-track incident and/or is stopped on or near the racing surface and unable to continue to make forward progress, unless extenuating emergency conditions exist with the racecar (i.e. fire, smoke in cockpit, etc.) the driver should take the following steps:
 - Shut off electrical power and, if driver is uninjured, lower window.
 - Do not loosen, disconnect or remove any driver personal safety equipment until directed to do so by safety personnel or a Track Official.
 - After being directed to exit the car, the driver should proceed to either the ambulance, other vehicle, or as otherwise directed by safety personnel or a Track Official.
- At no time should a driver or crew member(s) approach any portion of the racing surface or apron.
- At no time should a driver or crew member(s) approach another moving vehicle. Vehicles not involved in the incident or that are able to continue afterward should slow down to a cautious speed, use extreme care as they approach an incident scene, and follow any directions given by safety personnel or Track Officials. Any competitor vehicles should stay in their lane during an incident.
- All drivers must be 18 years or older with a valid driver's license.
- All Participants must sign a release waiver.
- All minors must be accompanied by parent or legal guardian and fill out release waiver for the minor or minors.
- All spectators must sign a waiver.
- No minors in staging lanes.
- No minors operating any motorized equipment inside the airfield.
- No spectators in staging lanes.
- All pit crew members must wear provided wristband at all times.
- No pets allowed inside the fence or airfield.
- Absolutely no alcohol is allowed anywhere on the airfield.
- Under no circumstances will drivers be allowed to drive if it is suspected that they are under the influence of substances legal or illegal.
- No bottles of any kind are allowed on the airstrip.
- Spectators and participants are responsible for moving their trash and discarded items.

- Speed limit is 5 mph, in all areas of the airfield except for the runway.
- No firearms allowed inside the airfield fence.

As you can see, the events are held under very strict regulations. While the participants are there to experience driving their car at speed, safety dictates every aspect of the event.

The event would be during Monterey Car Week. This event is attended by the core demographic that are our customers. My guess is that King City is off the economic radar of Monterey Car Week, and an event like this could bring some of those dollars to your community.

Thank you for taking the time to consider our proposal. Feel free to contact us if you have any questions regarding the event.

Best regards,

Lary Axelrod

info@thesupercarmafia.com

385-449-8088



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: DOREEN LIBERTO BLANCK, AICP, COMMUNITY DEVELOPMENT DIRECTOR
GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECTS COORDINATOR

RE: CONSIDERATION OF UPDATED MASTER STREET TREE LIST, INCLUDING ADOPTION OF CLASS 8 CEQA CATEGORICAL EXEMPTION

RECOMMENDATION

It is recommended that the City Council: 1) adopt the Resolution updating the Master Street Tree List; and 2) adopt a finding of Categorical Exemption, pursuant to Section 15301(c) of the CEQA Guidelines.

BACKGROUND

A Master Street Tree List ("Tree List") and Street Tree Planting Guidelines brochure ("Planting Guidelines") were adopted by the City Council ("Council") on September 9, 2008. The Tree List was adopted due to concerns about certain trees planted within the right-of-way causing damage to sidewalks, curbs, parking lots, streets and utilities. After using the Tree List and Planting Guidelines for ten (10) years, staff recommends amending the Tree List to add three (3) trees (Strawberry Tree, Crepe Myrtle, and London Plane Sycamore) and remove one tree (Callery Pear). If the Council adopts the amended Tree List, staff will update the Planting Guidelines brochure.

DISCUSSION

Up until 2008, there was no official City list of trees to be planted within the right-of-way. Due to concerns about City staff time spent cleaning up leaves, trimming, pruning, and tree roots damaging City utilities, sidewalks, curbs, parking lots and trees, the Council adopted a right-of-way Tree List and Planting Guidelines. The Council wanted trees that

**CITY COUNCIL
 CONSIDERATION OF UPDATED MASTER STREET TREE LIST, INCLUDING
 ADOPTION OF CLASS 8 CEQA CATEGORICAL EXEMPTION
 AUGUST 28, 2018
 PAGE 2 OF 4**

promoted the aesthetics and community character, environmental health and provide economic benefits to the City. The Tree List is used when planting new trees and replacing existing trees (as needed) within the right-of-way.

After ten (10) years, staff has had sufficient time to determine which listed trees are acceptable. Staff now recommends the Council update the Tree List by adding three (3) new trees and removing one (1) tree, as identified in **Table 1**. The existing Tree List is identified in **Exhibit 2** (Master Street Tree List & Street Tree Planting Guidelines).

**Table 1
 Master Street Tree List
 Recommended Additional and Removal Trees**

Tree Additional Trees	Description	Picture
----------------------------------	--------------------	----------------

Arbutus
 Marina
 (Strawberry
 Tree)

A medium-sized evergreen tree, growing to twenty-five (25') to fifty (50') feet tall with a broad dense crown. The tree's growth causes the older bark to peel away from the trunk and branches revealing the beautiful shiny red new bark underneath. The pendulous clusters of urn-shaped white-blushed-pink flowers are produced year-round along the coast with peaks in spring and fall.



Lagerstroemia
 indica (Crepe
 Myrtle)

The tree will grow to approximately twenty (20') feet high with a spread of twenty (20') feet. The bark is smooth, pinkish-gray. Leaves shed each winter after spectacular color display. Flowers can be white, pink, mauve, purple or carmine with crimped petals.



**CITY COUNCIL
CONSIDERATION OF UPDATED MASTER STREET TREE LIST, INCLUDING
ADOPTION OF CLASS 8 CEQA CATEGORICAL EXEMPTION
AUGUST 28, 2018
PAGE 3 OF 4**

Platanus x
acerifolia
(London
Plane
Sycamore)

The London plane is a large deciduous tree up to almost one-hundred feet tall. The bark is usually pale grey-green, smooth and exfoliating, or buff-brown and not exfoliating. The leaves are thick and stiff-textured, broad, and similar in appearance to a maple tree. The young leaves in spring are coated with minute, fine, stiff hairs at first, but these wear off and by late summer the leaves are hairless or nearly so.



Removal Tree

Pyrus
Calleryana
Bradford
(Callery Pear)

The Callery Pear is an ornamental tree and has become an invasive plant species. Studies show that invasive plant species inflict tremendous economic and ecological costs on agriculture and the natural ecosystem. For this reason, staff recommends the tree be removed from the Tree List.



The Tree List is used to plant new trees and replace existing trees (as needed) within the right-of-way. The London plane is a Sycamore, but does not grow to the same size and has a less evasive root system than other Sycamore species. Therefore, staff believes it can be a useful tree when replacing other existing Sycamores by maintaining consistency on the parkways while also preventing future sidewalk damage.

ENVIRONMENTAL DETERMINATION

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 8 Categorical Exemption set forth in CEQA Guidelines, section 15301(c) to assure the maintenance, restoration, enhancement or protection of the environment.

COST ANALYSIS:

There are no anticipated fiscal impacts from the recommended action.

**CITY COUNCIL
CONSIDERATION OF UPDATED MASTER STREET TREE LIST, INCLUDING
ADOPTION OF CLASS 8 CEQA CATEGORICAL EXEMPTION
AUGUST 28, 2018
PAGE 4 OF 4**

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendation;
2. Decline to take action and allow the existing Tree List to be used;
3. Direct staff to consider other trees; or
4. Provide other direction to staff.

Exhibits:

- 1 – City Council Resolution
- 2 – Master Tree List and Street Tree Planting Guidelines Brochure

Submitted by: 
Doreen Liberto, AICP, Community Development Director

Approved by: 
Steven Adams, City Manager

EXHIBIT 1

RESOLUTION NO. 2018-4660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AMENDING THE MASTER STREET TREE LIST

WHEREAS, the Master Street Tree List ("*Tree List*") and Street Tree Planting Guidelines brochure ("*Planting Guidelines*") were approved by the City Council ("*Council*") on September 9, 2008; and

WHEREAS, the Tree List and Planting Guidelines were adopted because the planting of trees necessitates proper installation to protect City utilities, sidewalks, curbs, parking lots and streets; and

WHEREAS, after ten (10) years of using the Tree List and Planting Guidelines, staff recommends that the *Airbutus Marina* (Strawberry Tree), *Lagerstroemia Indica* (Crepe Myrtle) and *Platanus x acerifolia* (London Plane Sycamore) trees be added to and the *Pyrus Calleryana* Bradford (Callery Pear) be deleted from the Tree List; and

WHEREAS, the amendment to the Tree List promotes the aesthetics and community character, environmental health, and economic benefits of the City; and

WHEREAS, after Council approval of the Tree List, staff will update the Planting Guidelines brochure; and

WHEREAS, the Council met at a duly noticed public meeting on August 28, 2018, at which time they considered the staff report, and other relevant information; and

WHEREAS, the Council considers the Project to be a Class 8 Categorical Exemption, as set forth in the California Environmental Quality Act ("*CEQA*") Guidelines, section 15301(c) to assure the maintenance, restoration, enhancement or protection of the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of King hereby approves the amended Master Street Tree List, as outlined in Exhibit A.

APPROVED by the City Council of the City of King at a regular meeting duly held on the 28th day of August 2018, by the following vote:

AYES, Council Members:

NOES, Council Members:

ABSENT, Council Members:

ABSTAINING, Council Members:

APPROVED:

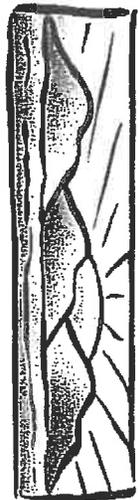
Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

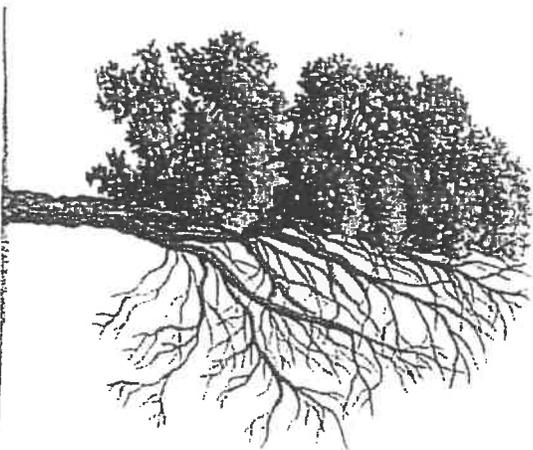
Shannon Chaffin, City Attorney



KING CITY

C A L I F O R N I A

**MASTER STREET TREE LIST
&
STREET TREE
PLANTING GUIDELINES**





What Is A Master Street Tree List?

Street trees greatly enhance and beautify a town. In the City of King, street trees are typically planted within the City's right-of-way (street frontage). The Master Street Tree List identifies the trees that are allowed to be planted within the City's right-of-way.

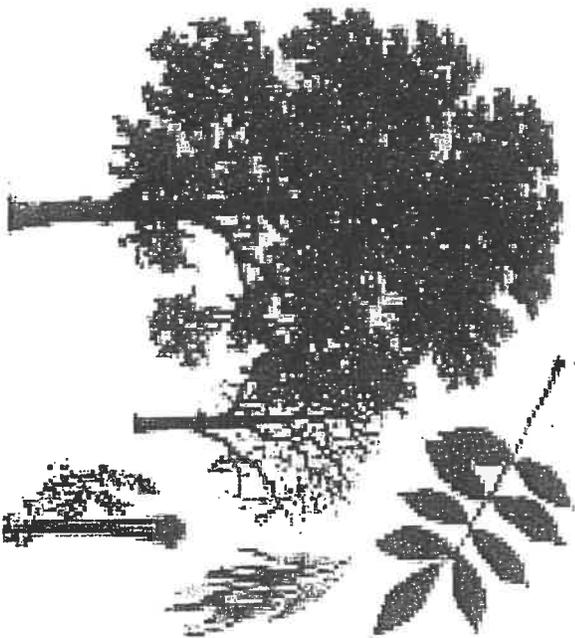
The trees (common names) that are allowed to be planted within the City's right-of-way are:

<u>Common Name:</u>	<u>Botanical Name:</u>
1. European Hackberry	<i>Celtis australis</i>
2. Common Hackberry	<i>Celtis occidentalis</i>
3. Gamphor Tree	<i>Cinnamomum camphora</i> 'Majestic Beauty'
4. Moraine Ash	<i>Fraxinus holotricha</i> 'Moraine'
5. Raywood Ash	<i>Fraxinus oxycarpa</i> 'Raywood'
6. Chinese Pistache	<i>Pistacia chinensis</i>
7. Callery Pear	<i>Pyrus calleryana</i> 'Aristocrat'
8. Callery Pear	<i>Pyrus calleryana</i> 'Bradford'
9. Callery Pear	<i>Pyrus calleryana</i> 'Capital'
10. Chanticleer Pear	<i>Pyrus calleryana</i> 'Chanticleer'
11. Evergreen Pear	<i>Pyrus kawakamii</i>
12. Rancho Littleleaf Linden	<i>Tilia cordata</i> 'Rancho'
13. Sawleaf Zelkova	<i>Zelkova serrata</i>
14. Village Green Sawleaf Zelkova	<i>Zelkova s. 'Village Green'</i>

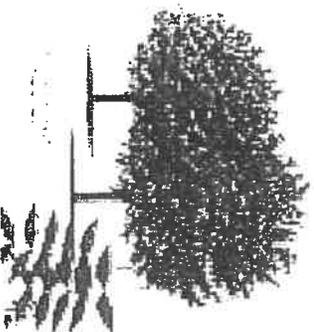
Prohibited Street Trees species include willow, cottonwood, poplar, eucalyptus trees, as the aggressive or invasive tree roots will interfere with a public sewer, sidewalk, pavement, or street.

? Why Does The City Have A Master Street Tree List?

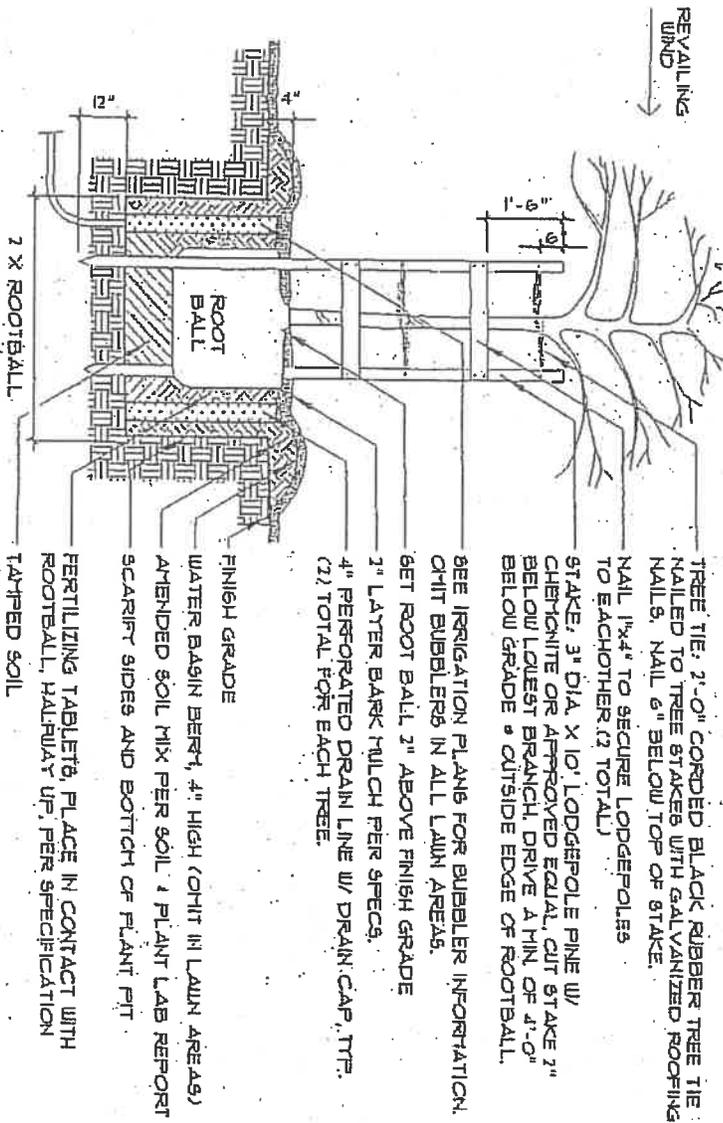
Many City of King property owners would like to enhance their property by planting trees along their street frontage. The City of King wants trees planted within the right-of-way which require little maintenance, are drought resistance, can resist the wind and do not have safety issues.



The updated Master Street Tree List was developed to give property owners a list of tree species that are allowed to be planted in the City right-of-way. The Master Street Tree List was approved by the City Council on September 9, 2008.



NOTE:
 ROOT CONTROL BARRIER MUST BE USED IF TREE IS
 PLANTED WITHIN 5' OF CURB OR SIDEWALK.



TREE STAKING DETAIL (15 GAL)
 SCALE: 3/8" = 1'-0"
 GUIDELINES

- REVAILING WIND
- TREE TIE: 2'-0" CORDED BLACK RUBBER TREE TIE NAILED TO TREE STAKES WITH GALVANIZED ROOFING NAILS. NAIL 6" BELOW TOP OF STAKE.
- NAIL 1 1/4" TO SECURE LODGEPOLES TO EACH OTHER (2 TOTAL)
- STAKE: 3" DIA. X 10' LODGEPOLE PINE W/ CHERTOMITE OR APPROVED EQUAL. CUT STAKE 2" BELOW LOWEST BRANCH. DRIVE A MIN. OF 4'-0" BELOW GRADE ON OUTSIDE EDGE OF ROOTBALL.
- SEE IRRIGATION PLANS FOR BUBBLER INFORMATION. CHIT BUBBLERS IN ALL LAWN AREAS.
- SET ROOT BALL 2" ABOVE FINISH GRADE
- 1" LAYER BARK MULCH PER SPEC'S.
- 4" PERFORATED DRAIN LINE W/ DRAIN CAP, TRP. (12' TOTAL FOR EACH TREE)
- FINISH GRADE
- WATER BASIN BERM, 4" HIGH (CHIT IN LAWN AREAS)
- AMENDED SOIL MIX PER SOIL & PLANT LAB REPORT
- SCARIFIER SIDES AND BOTCH OF PLANT PIT
- FERTILIZING TABLETS PLACE IN CONTACT WITH ROOTBALL. HALFWAY UP, PER SPECIFICATION
- TAPERED SOIL
- 2 X ROOTBALL

Figure 1



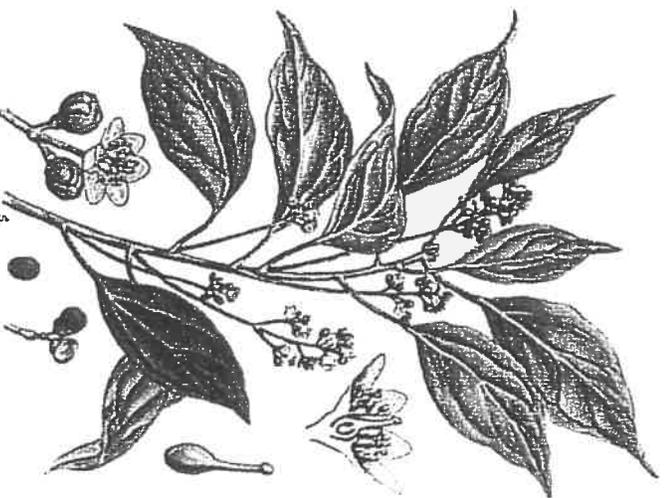
King City Street Tree List

Botanical Name	Common Name	Decid.	Evergrn.	Height	B20
<i>Celtis australis</i>	European Hackberry	X		to 40'	low
<i>Celtis occidentalis</i>	Common Hackberry	X		to 50'	low
<i>Cinnamomum camphora</i> 'Magestic Beauty'	Camphor Tree		X	to 50'	low
<i>Fraxinus holoarctica</i> 'Moraine'	Moraine Ash	X		40'	low-mod
<i>Fraxinus oxycarpa</i> 'Raywood'	Raywood Ash	X		25-35'	mod
<i>Pistacia chinensis</i>	Chinese Pistache	X		to 60'	low
<i>Pyrus calleryana</i> 'Aristocrat'	Callery Pear	X		25-50'	mod
<i>Pyrus calleryana</i> 'Bradford'	Callery Pear	X		to 50'	mod
<i>Pyrus calleryana</i> 'Capital'	Callery Pear	X		to 50'	mod
<i>Pyrus calleryana</i> 'Chanticleer'	Chanticleer Pear	X		40'	mod
<i>Pyrus kawakamii</i>	Evergreen Pear		X	15-30'	mod
<i>Tilia cordata</i> 'Rancho'	Rancho Littleleaf Linden				
<i>Zelkova serrata</i>	Sawleaf Zelkova	X		to 60+'	mod
<i>Zelkova s.</i> 'Village Green'	Village Green Sawleaf Zelkova	X			

Note: Prohibited Street Tree species include willow, cottonwood, poplar, eucalyptus trees, as the aggressive or invasive tree roots will interfere with a public sewer, sidewalk, pavement, or street.

Figure 1 provides more information on each of the trees, such as Botanical Name and whether the tree is deciduous or evergreen, and the mature height of the tree.

Please note that the trees on the Master Street Tree List are the only ones that are allowed to be planted in the City right-of-way.



78-496 11333—*Glomazanthum astiphioides*. This journal is the source of the illustration, which is prepared from the original. It is also prepared with the assistance of the following: (From Jackson: Experimental Pathology and Medical Botany.)



Why Was The Street Tree List Developed?

The City of King had an existing List that was approximately thirty-five years old and listed only a few choices. City officials wanted to revisit the List and provide more variety of tree species. The updated Master Street Tree List was developed by an Ad Hoc Committee, which was composed of City citizens. Trees on the List meet the following criteria:

- **Appropriate for the City King climate zone,**
- **Contribute to the natural attractiveness of the area,**
- **Require low to low-moderate watering,**
- **Minimum maintenance, and**
- **Long lasting and hardy, resist wind and disease.**



? Are There Instructions On How To Plant Trees In The City Right-Of-Way?

Yes. Attached to this informational pamphlet are the Street Tree Planting Detail Guidelines. The Guideline shows the proper way to plant a tree and keep tree roots away from underground utilities.

? What Should I Be Careful Of When Planting Trees Within The Public Right-of-Way (street frontage)?

There may be underground infrastructure, or utilities such as water lines and gas lines, buried in the City right-of-way. The Street Tree Planting Detail Guidelines, if followed, serve to provide instruction on the suggested manner of tree planting installation, which will insure upright growth of the trees, and protect the City's curbs, sidewalks, and underground utilities from tree roots.

You must call USA Underground Service Alert at 1 – 800 – 227 – 2600 (48 hours notice required before you dig) to assure no utilities are in planting area.



? Should I Worry About Tree Roots In Street Frontage?

Yes. Tree roots in the City right-of-way, if not properly directed downward, crack and uplift sidewalks causing dangerous tripping hazards on sidewalks, curbs and streets. The tree roots also damage and interfere with buried infrastructure. They get into waterlines, clog pipes, and destroy vital utilities. The damage that roots cause is very costly to the property owner and the City (Municipal Code Section 13.10.120.)

? Where Can I Find More Information On Tree Barriers?

You can find information on the internet under "tree root barriers," or contact your local nursery.

? Are Tree Barriers Costly?

The installation of tree root barriers is not costly. Typical cost is approximately \$8.00 per panel.





Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT FOR THE KING CITY COMMUNITY POWER LOW-INCOME SINGLE-FAMILY RESIDENTIAL ROOFTOP SOLAR PROGRAM, INCLUDING ADOPTION OF CLASS 1 CEQA CATEGORICAL EXEMPTION

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute Agreement with GRID Alternatives and Pilot Power Group, Inc. for the King City Community Power (KCCP) single-family residential rooftop solar program; 2) authorize the City Manager to make non-substantive changes approved as to form by the City Attorney; and 3) adopt a finding of Categorical Exemption, pursuant to Section 15301 of the CEQA Guidelines.

BACKGROUND:

At the October 24, 2017 meeting, based on the results of the feasibility study and an independent third-party peer review, the Council directed staff to proceed with the process of launching a Community Choice Aggregation (CCA) program. At the November 14, 2017 meeting, the City Council adopted an Ordinance authorizing the implementation of a CCA. At the December 12, 2017 meeting, the City Council approved the CCA Implementation Plan and the agreement with Pilot Power Group, Inc. to launch and operate the program.

KCCP was launched on July 3, 2018. The City Council established four goals for revenues from the program, which include:

- Rates lower than PG&E;
- Subsidies for low-income rooftop solar panels;
- Installation of solar powered streetlights on streets that need increased lighting; and

CITY COUNCIL

CONSIDERATION OF AGREEMENT FOR THE KING CITY COMMUNITY POWER LOW-INCOME SINGLE-FAMILY RESIDENTIAL ROOFTOP SOLAR PROGRAM, INCLUDING ADOPTION OF CLASS 1 CEQA CATEGORICAL EXEMPTION

AUGUST 28, 2018

PAGE 2 OF 3

- Increased use of clean energy, including a potential local solar power plant and/or wind turbines.

GRID Alternatives was included as part of the Pilot Power Group, Inc. proposal to provide the rooftop solar program. GRID Alternatives is a non-profit organization based in Oakland, California with nine affiliate offices serving all of California, Colorado, Washington, D.C., Virginia, Maryland and Delaware. They are a national leader in making clean, affordable solar power and solar jobs accessible to disadvantaged communities. They also include job training programs in their projects.

DISCUSSION:

An Agreement has been negotiated with GRID Alternatives by Pilot Power Group, Inc. on behalf of KCCP. The program is designed to assist property owners that are eligible for the California Public Utilities Commission (CPUC) Single-family Affordable Solar Housing (SASH) Program. Under the program, KCCP will pay GRID Alternatives \$1.25 per DC watt of rooftop solar installed on KCCP-SASH eligible customer homes for which SASH funding has been obtained. SASH and other funding will provide approximately \$3.89 per DC watt. Therefore, the purpose of the program will be to leverage KCCP revenues to maximize access to State funding for the program. It is important to proceed as quickly as possible since other agencies and CCAs being formed will want to access the same funding.

COST ANALYSIS:

The amount of funding from KCCP under the agreement will not exceed \$90,000. This amount is consistent with the previous pro-forma provided by Pilot Power Group, Inc. so it will not impact overall revenue and expenditure projections. It does accelerate some of the funding for the rooftop solar program to take advantage of the SASH funding so it may cause a minor delay to other goals.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301, which exempts minor alterations to existing structures and facilities because the outcome of this project will be installation of solar panels on existing single-family residential buildings. Furthermore, staff has determined that none

**CITY COUNCIL
CONSIDERATION OF AGREEMENT FOR THE KING CITY COMMUNITY
POWER LOW-INCOME SINGLE-FAMILY RESIDENTIAL ROOFTOP SOLAR
PROGRAM, INCLUDING ADOPTION OF CLASS 1 CEQA CATEGORICAL
EXEMPTION
AUGUST 28, 2018
PAGE 3 OF 3**

of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Agreement;
3. Reduce funding for the program to place a higher priority on other goals;
4. Do not approve the Agreement; or
5. Provide staff other direction.

Exhibits:

1. KCCP Low-Income Single-Family Rooftop Solar Agreement

Submitted and Approved by:



Steven Adams, City Manager

**KING CITY COMMUNITY POWER
LOW INCOME SINGLE FAMILY ROOFTOP SOLAR AGREEMENT**

By and Between

City of King, GRID Alternatives and Pilot Power Group, Inc.

This King City Community Power Low Income Single Family Rooftop Solar Agreement (“Agreement”) is made and entered into effective as of August 28, 2018 (“Effective Date”), by and between the City of King (“City”), a California municipal corporation headquartered at 212 South Vanderhurst Ave, King City, California, 93930 (“City”), GRID Alternatives Central Coast, Inc., a federally recognized non-profit organization headquartered at 1171 Ocean Avenue, Suite 200 Oakland, California, 94608 (“GRID”), and Pilot Power Group, Inc., a California Corporation with an office located at 8910 University Center Lane, Suite 520, San Diego, California, 92122 (“Pilot”). The City, GRID and Pilot are sometimes referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, City oversees King City Community Power, a community choice aggregation program formed and operated under the laws of the State of California (“KCCP”);

WHEREAS, GRID is a well-established non-profit that brings renewable energy technology and job training to underserved communities;

WHEREAS, Pilot is a well-established, leading provider of non-utility energy services.

WHEREAS, the Parties seek to leverage their respective competencies to jointly provide KCCP customers with the best renewable products, programs and services available.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2: TERM OF AGREEMENT

A. Term of Agreement

This Agreement is for a term beginning on the Effective Date of this Agreement and ending on December 31, 2019 (“Termination Date”).

ARTICLE 3: CITY OBLIGATIONS

A. Assist in Identifying Qualified Customers

When and where reasonable and feasible, City will assist GRID in identifying KCCP customers eligible for assistance under the California Public Utilities Commission Single-family Affordable Solar Housing Program (“SASH”).

B. Authorize Payment to GRID

Provided GRID abides by the terms and conditions of this Agreement, City will authorize payment to GRID of \$1.25/DC watt of rooftop solar installed on KCCP-SASH eligible customer homes for which SASH funding has been obtained, with the following limitations:

1. The total amount paid to GRID under this Agreement shall not exceed \$90,000.
2. On a monthly calendar basis, the total amount paid to GRID under this Agreement shall not exceed \$7,500, except that any calendar month amounts below \$7,500 may be rolled over to any subsequent calendar month.
3. No payments will be made to GRID prior to January 1, 2019.
4. Subject to the terms and conditions set forth in this Article 3, Section B, of this Agreement, all installations occurring after the Effective Date are eligible for payment to GRID.

ARTICLE 4: GRID OBLIGATIONS

A. Provide Services

GRID will endeavor to identify as many KCCP-SASH eligible customer homes as reasonable and feasible, to secure SASH funds for eligible customer homes, and to promptly and efficiently install solar rooftop systems on those homes.

B. Invoice Submitted to Pilot

On a monthly basis, GRID will invoice KCCP by submitting the invoice to Pilot for all completed KCCP-SASH eligible customer installations.

C. Insurance Coverages

GRID 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:

1. 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, then the general aggregate limit shall be twice the occurrence limit.
2. Workers Compensation Insurance. A policy of workers 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 GRID against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by GRID in the course of carrying out the work or services contemplated in this Agreement.
 3. (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 \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.
 4. (d) Professional Liability. Professional liability insurance appropriate to GRID’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 GRID’s services or the termination of this Agreement. During this additional 5-year period, GRID shall annually and upon request of the City submit written evidence of this continuous coverage.
 5. (e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.
 6. (f) Subcontractors. GRID 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. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

D. 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 GRID’s insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, 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 at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, GRID 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 GRID 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 endorsements 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.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

"CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE)."

GRID's Authorized Initials _____

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities GRID performs; products and completed operations of GRID; premises owned, occupied or used by GRID; or any automobiles owned, leased, hired or borrowed by GRID. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. GRID's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or GRID shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. GRID agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which GRID may be held responsible for the payment of damages to any persons or property resulting from GRID's activities or the activities of any person or persons for which GRID is otherwise responsible nor shall it limit GRID's indemnification liabilities as provided in Section 5.3.

In the event GRID subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between GRID and such subcontractor shall require the subcontractor to maintain the same policies of insurance that GRID is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

E. Indemnification

To the full extent permitted by law, GRID agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers 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 GRID, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which GRID is legally liable (“indemnitors”), or arising from GRID’s or indemnitors’ reckless or willful misconduct, or arising from GRID’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

1. GRID will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;
2. GRID will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of GRID hereunder; and GRID agrees to save and hold the Indemnified Parties harmless therefrom;
3. In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against GRID for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of GRID hereunder, GRID agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

In addition, GRID agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by GRID under this Agreement, and of which GRID is not the patentee or assignee or has not the lawful right to sell the same.

GRID shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so GRID shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of GRID in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities

resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of GRID and shall survive termination of this Agreement.

ARTICLE 5: PILOT OBLIGATIONS

A. Facilitate Payment

During the term of this Agreement, Pilot will facilitate payment to GRID in the amounts invoiced and consistent with the terms and conditions in Article 3, Section B of this Agreement. All payments to GRID are further subject to the terms and conditions of the agreement between the City and Pilot, dated December 12, 2017, and entitled "*Community Choice Aggregation Full Service Agreement*" ("CCA Agreement"). Specifically, all payments to GRID are classified under Exhibit A, Section 8.b.5 of the CCA Agreement, as an expense of KCCP. In the event that KCCP has insufficient revenue to pay all or a portion of a monthly GRID invoice, unpaid amounts shall roll over to subsequent invoices. If any invoices remain unpaid upon termination of this Agreement, the unpaid amount shall survive this Agreement and shall continue to be an obligation against KCCP revenue until fully paid. The parties understand and agree that at no time will Pilot have any obligation or liability for payments owing to GRID under this Agreement.

ARTICLE 6: DEFAULT AND TERMINATION

Upon termination of this Agreement for any reason, all outstanding obligations under this Agreement shall survive termination. The Parties may, by written mutual consent, agree to terminate this Agreement at any time.

ARTICLE 7: FORCE MAJEURE

No Party shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, including termination of this Agreement, where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, governmental, administrative or judicial order or regulation or other event that is reasonably beyond any Parties' ability to anticipate or control.

ARTICLE 8: MISCELLANEOUS

A. Entire Agreement

This Agreement, including all Exhibits, if any, to this Agreement, constitutes the entire Agreement and understanding between the Parties. 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.

B. Amendment

All amendments or modifications to this Agreement shall be made in writing and signed by all Parties before they become effective.

C. Assignment

Due to the unique nature of this service, this Agreement may not be assigned by any Party.

D. Notices

Notice shall be provided at the addresses listed below, unless another address is provided in writing by a Party to all other Parties.

Notice to City:

Steven Adams, City Manager
City of King
212 South Vanderhurst Avenue
King City, CA 93930
Phone: (831) 385-3281
email: sadams@kingcity.com

Notice to GRID:

Justin Hitchcock, Regional Director
GRID Alternatives, Central Coast
2900 El Camino Real
Atascadero, CA 93422
Phone: (805) 351-3344
Email: jhitchcock@gridalternatives.org

Notice to Pilot:

Pilot Power Group, Inc.
CCA Coordinator
8910 University Center Lane, Suite 520
San Diego, CA 92122
Phone: (858) 678-0118
Email: legal@pilotpowergroup.com

Any notices, requests or demands regarding the services provided under this Agreement shall be deemed to be properly given or made:

1. By hand delivery, shall be effective on the day and at the time actually delivered to the intended recipient at its address set forth above if delivered at or before 5:00 p.m. or if delivered after 5:00 p.m. shall be effective on the next business day following delivery; or

2. Sent by U.S. Postal Service mail, postage prepaid and addressed to the intended recipient at the address listed above and shall be effective on the third (3) business day after deposit with the U.S. Postal Service; or
3. By reputable express overnight delivery service addressed to the intended recipient at the address listed above and shall be effective on the next business day after deposit with such service.

E. Waivers

The failure of any Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that any Party may have under federal or state law unless such waiver is expressly stated herein.

F. Applicable 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, without regard to principles of conflict of laws. 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, as the exclusive venue.

G. Severability

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

H. No Third-Party Beneficiaries

Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

I. Validity of Agreement

The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

J. Authority to Sign Agreement

Parties agree that they are authorized to execute, deliver and perform this Agreement. The individuals signing this Agreement on behalf of the Parties warrant that they are authorized to execute this Agreement on behalf of their respective Parties.

K. Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors, grantees, lessees, and assigns throughout the term of this Agreement.

L. Execution by Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

M. Warranty & Representation of Non-Collusion.

No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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. GRID and Pilot each 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. GRID and Pilot each 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. GRID and Pilot each 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.

GRID's Authorized Initials _____ Pilot's Authorized Initials _____

N. 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.

O. Records, Reports, and Release of Information

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

2. Reports. GRID and Pilot shall each periodically prepare and submit to the City such reports concerning the performance of the services required by this Agreement or as the City shall reasonably require.

P. Ownership of Documents

Hard copies and electronic versions of all studies, surveys, data, notes, emails, memorandum, correspondence, reports, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by GRID or Pilot in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the City or upon the termination of this Agreement, and GRID and Pilot each 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, GRID and Pilot each, 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.

Q. Covenant Against Discrimination

GRID and Pilot each 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. GRID and Pilot each 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.

R. Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to GRID or Pilot, 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 GRID or Pilot or to its successor, or for breach of any obligation of the terms of this Agreement. Notwithstanding the foregoing, nothing herein shall excuse or shield any officer or employee of the City from personal liability to GRID or Pilot based on intentional torts or criminal acts.

S. Attorneys' Fees

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

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties

Each Party represents and warrants to the other Parties, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement;
5. It shall comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

B. Additional Representations and Warranties by GRID and Pilot to City

GRID and Pilot each further represents and warrants to the City, as of the date of this Agreement, that:

1. GRID and Pilot shall each hold any and all subcontractors to any terms and conditions under which each is obligated under this Agreement;

2. GRID and Pilot shall each maintain all of the qualifications, certifications, approvals, and other authorizations required by law to perform each of its obligations under this Agreement.

ARTICLE 9: CONFIDENTIALITY

GRID and Pilot each shall preserve the confidentiality of the customer account information it receives as a result of the performance of its obligations under this Agreement as follows:

A. GRID and Pilot each shall abide by all laws, regulations, California Public Utilities Commission Decisions, including D.12-08-045, and contractual obligations regarding the confidentiality of customer account information. GRID and Pilot each shall not disclose, use, sell or provide KCCP customer account information to any person, firm or entity for a purpose outside of the operation of KCCP. This provision shall survive the termination of this Agreement.

B. With the exception of customers eligible for free or subsidized income qualified roof top solar installations (“IQRTS”), for any voluntary release of KCCP customer information GRID and Pilot each shall obtain written authorization from the City and the affected KCCP customer or customers. For IQRTS, the City authorizes GRID and Pilot each to conduct outreach to customers who may qualify for the IQRTS program.

C. All information gained or work product produced by GRID or Pilot in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to GRID or Pilot. GRID and Pilot each 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 City. Notwithstanding the foregoing, GRID and Pilot each shall be authorized to submit all filings, reports, or other information and/or documents that may be required by the California Public Utilities Commission, the California Energy Commission, the California Independent System Operator, the Federal Energy Regulatory Commission or similar regulatory body without prior written authorization from the City.

D. GRID and Pilot each shall not, without prior written authorization from the City 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 GRID or Pilot gives the City notice of such court order or subpoena.

E. If GRID or Pilot provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from the appropriate Party for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of the Party’s conduct.

F. GRID and Pilot each shall promptly notify the City should the respective Party 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 Pilot or be present at any deposition, hearing or similar proceeding. GRID and Pilot each agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the respective Party.

G. Notwithstanding the foregoing, nothing herein shall prevent the use by GRID or Pilot of such customer account information for the purpose of communicating with the customers. In addition, nothing herein shall prevent GRID or Pilot from using information in the public domain prior to its disclosure under this Agreement.

ARTICLE 10: DISPUTE RESOLUTION

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

B. Should the Parties be unable to agree upon a mediator or reach an agreement during the mediation to resolve the dispute, any 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, the relevant Party 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.

C. 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.

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, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

GRID:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

PILOT:

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.



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR,

RE: CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING TO ESTABLISH AND REGULATE TEMPORARY USE PERMITS AND SPECIAL EVENT PERMITS BY REPEALING CHAPTER 5.32 OF TITLE 5, AMENDING SUBSECTION (B) OF SECTION 5.34.010 AND SECTION 5.34.115 OF CHAPTER 5.34, OF TITLE 5, ADOPTING SECTION 7.29.015 TO CHAPTER 7.29, OF TITLE 7, ADOPTING CHAPTER 7.60 TO TITLE 7; AMENDING SECTION 13.06.020 OF CHAPTER 13.06, OF TITLE 13, AND AMENDING SUBSECTION (3) OF SECTION 17.48.030 OF CHAPTER 17.48, OF THE KING MUNICIPAL CODE

RECOMMENDATION:

It is recommended that the City Council open the public hearing, consider public testimony, introduce and conduct the first readings of the attached Ordinance, by title only, and set the second reading and adoption for the next regularly scheduled Council meeting on September 11, 2018.

BACKGROUND:

Currently, the Municipal Code does not provide for temporary use permits and it has been determined that the special event permit process is in need of an update. Temporary use permits (TUP) and special event permits (SEP) allow activities that would not otherwise comply with zoning requirements on a temporary basis. TUP and SEP expands zoning flexibility and allow uses that might otherwise not be identified as permitted uses. Both permits allow for short-term placement of activities with appropriate regulations to address health and safety, traffic, neighborhood compatibility and other issues. City staff has been working on a TUP/SEP Ordinance since 2017, working with the City's Code Enforcement Committee and Project Review Committee. On August 7, 2018, the Planning Commission conducted a public hearing and recommended the City Council adopt the Ordinance.

DISCUSSION

Jurisdictions tailor the activities that require a TUP and SEP. The Ordinance comprehensively addresses short-term placement of activities and repeals scattered

CITY COUNCIL

CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING TO ESTABLISH AND REGULATE TEMPORARY USE PERMITS AND SPECIAL EVENT PERMITS BY REPEALING CHAPTER 5.32 OF TITLE 5, AMENDING SUBSECTION (B) OF SECTION 5.34.010 AND SECTION 5.34.115 OF CHAPTER 5.34, OF TITLE 5, ADOPTING SECTION 7.29.015 TO CHAPTER 7.29, OF TITLE 7, ADOPTING CHAPTER 7.60 TO TITLE 7; AMENDING SECTION 13.06.020 OF CHAPTER 13.06, OF TITLE 13, AND AMENDING SUBSECTION (3) OF SECTION 17.48.030 OF CHAPTER 17.48, OF THE KING MUNICIPAL CODE

AUGUST 28, 2018

PAGE 2 OF 4

sections of the Municipal Code addressing specific activities, such as itinerant vendor. The purpose for this is to put all the related requirements in one Municipal Code chapter. The Ordinance identifies the type of activities needing either a TUP or SEP and which City department has jurisdiction for review and approval. There are limitations on the number of times certain activities can occur within a time period and conditions to reduce potential health and safety, traffic, neighborhood compatibility and other issues. By providing these restrictions, it enables the City to establish more exemptions so activities can take place without a permit as long as they comply with the restrictions. This reduces staff workload and makes the process more user friendly.

Temporary Use Permit (TUP)

A TUP is needed for certain temporary uses. A temporary use means temporary use of property for a limited time that is not otherwise permitted by the Municipal Code. TUP activities are reviewed and approved by the community development director or designee. The proposed Ordinance requires a TUP for temporary assembly (e.g., circuses, carnivals, rodeos, open air market). Temporary accessibility is limited to not more than fifteen (15) days, or three (3) weekends, in any one-hundred-eight (180) day period. Issues that will be considered when reviewing the TUP include parking, pedestrian safety, noise, traffic, light and other incompatible impacts on residential neighborhoods. **(Reference Section 7.60.040.)**

There are several exemptions to TUP requirements. These include, but are not limited to, parking lot sales and displays on public and private property, promotional or seasonal sales, arts and crafts shows, temporary portable storage containers, and bounce houses. **(Reference Section 7.60.050.)**

Special Event Permit (SEP)

A special event means an activity sponsored by a person, entity, business or group located within a venue or public right-of-way and open to the public. SEP activities are reviewed and approved by the police chief, or designee. The proposed Ordinance requires a SEP for parades, event within a public park or public facility, event at which there are one-hundred (100) or more participants, entertainment event where there is an admission charge, sidewalk sales, rallies, and block parties. **(Reference Section 7.60.080.)**

**CITY COUNCIL
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MUNICIPAL CODE
AUGUST 28, 2018
PAGE 3 OF 4**

Exemptions from the SEP requirement include, but are not limited to, events in private residences, members only facilities, and County fairground events (unless traffic control is needed). (*Reference Section 7.60.090.*)

ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA), and pursuant to both CEQA Guideline Sections 15378 and 15061(3), this activity is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment.

COST ANALYSIS:

A fee will be paid by applicants to process applications. Additionally, the applicant is responsible for paying the cost of extra police officers, other public safety personnel and traffic control, if needed. No significant cost impact is anticipated.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt Ordinance No. 2018-765.
2. Request modifications to the Ordinance.
3. Make a tentative motion to deny the Ordinance. If the City Council chooses this alternative, the reasons should be specified and the item continued to a future hearing so the appropriate findings of fact and a new Resolution can be prepared by staff.
4. Provide other direction to staff.

Exhibits:

1. City Council Temporary Use Permit/Special Event Permit Ordinance
2. Planning Commission Resolution

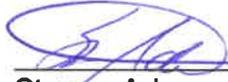
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MUNICIPAL CODE
AUGUST 28, 2018
PAGE 4 OF 4**

Submitted by:



Doreen Liberto, AICP, Community Development Director

Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2018-766

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING TO ESTABLISH AND REGULATE TEMPORARY USE PERMITS AND SPECIAL EVENT PERMITS BY REPEALING CHAPTER 5.32 OF TITLE 5, AMENDING SUBSECTION (B) OF SECTION 5.34.010 AND SECTION 5.34.115 OF CHAPTER 5.34, OF TITLE 5; ADOPTING SECTION 7.29.015 TO CHAPTER 7.29, OF TITLE 7, ADOPTING CHAPTER 7.60 TO TITLE 7; AMENDING SECTION 13.06.020 OF CHAPTER 13.06, OF TITLE 13, AND AMENDING SUBSECTION (3) OF SECTION 17.48.030 OF CHAPTER 17.48, OF THE KING MUNICIPAL CODE

WHEREAS, the City Council of the City of King (“Council”) initiated an amendment of the King City Municipal Code to establish and regulate certain temporary use and special event permits on August 28, 2018; and

WHEREAS, on August 7, 2018, the City of King Planning Commission (“Commission”) conducted a public hearing to consider both the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to support the applications, the Commission recommended the Council [deny/approve] the proposed ordinance; and

WHEREAS, the proposed ordinance is consistent with the General Plan and any applicable Specific Plan(s); and

WHEREAS, in accordance with the California Environmental Quality Act (“CEQA”), and pursuant to both CEQA Guideline Sections 15378 and 15061(3), this activity is not a “project” subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on August 28, 2018, the Council conducted a public hearing to consider the Commission’s recommendation, and after considering public testimony, the staff report and all submitted evidence, the Council now desires to approve the proposed ordinance.

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

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

SECTION 2. The City Council has reviewed the proposed ordinance and hereby finds that is consistent with the General Plan and all applicable Specific Plans.

SECTION 3. The City Council, based upon its own independent judgement, finds that the proposed ordinance promotes and protects the health, safety, welfare and quality of life of City residents, including protections against nuisances.

SECTION 4. The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines (“CEQA Guidelines”), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a “project” for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it merely establishes or updates an existing administrative process and will not result in direct or indirect physical changes in the environment as compared to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purposes of CEQA, there is no possibility that this project may have a significant effect on the environment pursuant to CEQA Guidelines, Section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

SECTION 5. The King City Municipal Code is hereby amended to read as set forth in the attached Exhibit “A” and incorporated in full by reference, which:

- Repeals Chapter 5.32 of Title 5;
- Amends subsection (b) of Section 5.34.010 and Section 5.34.115 of Chapter 5.34, of Title 5;
- Adopts Section 7.29.015 of Chapter 7.29, of Title 7;
- Adopts Chapter 7.60, of Title 7;
- Amends Section 13.06.020 of Chapter 13.06, of Title 13; and
- Amends Subsection (3) of Section 17.48.030 of Chapter 17.48.

SECTION 6. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 7: This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 28th day of August, 2018, and adopted the Ordinance after the second reading at a regular meeting held on the 11th day of September, 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

Attachment: Exhibit "A"

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"

SECTION 1. Chapter 5.32 (Parades and Assemblies), of Title 5, of the King Municipal Code is repealed in its entirety.

SECTION 2. Subsection (b) of Section 5.34.010 of Chapter 5.34, of Title 5, of the King Municipal Code is amended in its entirety to read as follows:

5.34.010 Definitions.

(b) "Itinerant vendor" means any person who sets up a temporary stand or place or uses a portable cart or motor vehicle as defined in the California Vehicle Code for the purpose of selling any goods, wares, merchandise, fruits or vegetables, or one who solicits orders for the sale of such goods, wares, merchandise, fruits or vegetables to be delivered at some future time or date. Itinerant vendor does not include a merchant having a fixed place of business within the city, or his or her employee, who sells or solicits orders for the sale of goods, wares, merchandise, services, fruits or vegetables, after a prior approval, either oral or written, from the vendee. Itinerant vendor does not include a merchant who sets up a temporary stand or place as part of an approved farmers market. Itinerant vendors who set up on private property must secure written permission from the property owner or person having control of said property and said written permission must be in the possession of the vendor.

SECTION 3. Section 5.34.115 of Chapter 5.34, of Title 5, of the King Municipal Code is amended in its entirety to read as follows:

5.34.115 Regulations concerning itinerant vendors.

The following regulations shall apply to itinerant vendors as defined in Section 5.34.010:

- (a) No itinerant vendor shall park or stand on a public sidewalk.
- (b) Itinerant vendors shall not stand or park in any parking lot of any public park or within three-hundred feet (300') feet of any public park within the City of King except as follows:
 - (1) Obtain a park vendor permit, including payment an annual permit fee as established by resolution. The city manager, or designee, may limit the number of park vendor permits, and may establish a procedure for determining and issuing of the same.

- (2) Vendors with a park vendor permit shall only park adjacent to a public park in spaces designated by signage. The designations shall be made and posted from time to time by the city manager or designee, who may limit the number of spaces for itinerant vendors.
- (3) Vendors with a park vendor permit shall be limited to six (6) hours a day no more than two (2) days a week for all parks except San Lorenzo Park. A vendor with a park vendor permit at San Lorenzo Park shall only stand or park adjacent to the San Lorenzo Park for no more than six (6) hours a day on Saturdays and Sundays only.
- (4) No chairs or tables are allowed to be placed on the sidewalk.
- (5) Vendors operating with a park vendor permit shall remove any debris from the sales, ensure a receptacle is available for the disposal of debris, and make sure that the area is kept clean.
- (c) School zones. No itinerant vendor shall stand or park within three hundred (300') feet of any school zone weekdays, Monday through Friday, from eight a.m. (8 a.m.) to four p.m. (4 p.m.) except for holidays and when school is not in session.
- (d) Public streets. Consistent with Section 10.22.050, no itinerant vendor shall stand or park on any street in a commercial zone any truck, trailer, wagon or push cart from which fruit, vegetables, ice cream or any other type of food or food product is sold or offered for sale, within three hundred feet (300') of any grocery store, convenience store, delicatessen, restaurant, or lunch counter.
- (e) Private property. Itinerant vendors shall be permitted on developed private property only in commercial, industrial and open space zoning districts. The area occupied by each itinerant vendor on private property shall not exceed nine hundred (900) square feet and shall be located on hard surface paving. Itinerant vendors are prohibited in residential zoning districts.

SECTION 4. Chapter 7.29, of Title 7, of the King Municipal Code amended to adopt Section 7.29.015 in its entirety to read as follows:

7.29.015 Interference with Demonstration, Rally, Picket Line, Parade or Assembly.

No person shall knowingly join or participate in any demonstration, rally, picket line, parade or assembly conducted under permit from the city, in violation of any of the terms of said permit, nor knowingly join or participate in any permitted demonstration, rally, picket line, parade or assembly without the consent of the permittee, nor in any manner interfere with its progress or orderly conduct.

SECTION 5. Chapter 7.60, of Title 7, of the King Municipal Code is adopted in its entirety to read as follows:

Chapter 7.60

TEMPORARY USE AND SPECIAL EVENT PERMITS

Section 7.60.010 Purpose and Intent.

The purpose of a Temporary Use Permit (TUP) or a Special Event Permit (SEP) is to regulate those uses and activities of a temporary nature that may affect the public peace, health, safety, and general welfare. Further, it is the purpose and intent of this Chapter to promote the health, safety, morals, and general welfare of the residents and businesses within the City by regulating temporary uses and special events.

Section 7.60.020 Definitions.

The following definitions shall apply to this chapter:

- (a) **“Applicant”** means any person, firm, association, corporation, organization, club or ad hoc committee who or which seeks a temporary use permit from the City through the community development director, or a special event permit from the City, through the chief of police, to conduct or sponsor events governed by this chapter. An applicant must be eighteen (18) years of age or older. The applicant shall be the individual who is directly responsible for organizing and/or conducting the temporary use or special event and/or the facility manager.
- (b) **“Assembly”** mean any meeting, demonstration, picket line, rally, gathering, or group of one hundred (100) or more persons, animals, or vehicles, or a combination thereof, having a common purpose, design, or goal, upon any public street, sidewalk, alley, park, or other public place, which assembly substantially inhibits the usual flow of pedestrian or vehicular travel or which occupies any public area, other than a parade, as defined in subsection (b) of this section.
- (c) **“Bounce House”** means temporary inflatable structures, buildings and similar items, such as inflatable trampolines, inflatable waterslides, bouncy houses, bouncy castles, moon bounce, and moonwalks.
- (d) **“Chief Building Official”** means the building and safety director or designee.
- (e) **“Chief of Police”** means the police chief or designee.
- (f) **“City Clerk”** means the city clerk of the city or designee.

- (g) **“City Manager”** means the city manager of the city or authorized deputy or designee.
- (h) **“Circus”** means any transient, travelling, or transportable show or exhibition where a variety of performances by acrobats, clowns, and/or trained animals and restricted animals is a substantial attraction or principle business.
- (i) **“Community Development Director”** means the community development director or designee.
- (j) **“Entertainment”** means providing to the public food and/or beverages; live or recorded music; dancing; mechanical, animal or carnival rides; games of chance; performances and/or plays; animal or restricted animal performances; audiovisual presentations; amplified sound; competitive or sporting events; and/or promotional events.
- (k) **“Event”** means uses subject to either a temporary use permit or special event permit.
- (l) **“Event Sponsor”** means any person, entity, business, or group who operates or conducts, or shares in the revenue of, an event subject to this chapter.
- (m) **“Extraordinary Police Services”** means responsive police services which are in addition to and in excess of the normal police services provided to the facility or off-site as a direct result of the event at the facility.
- (n) **“Facility”** means the building, room, location or place where the special event is to take place.
- (o) **“Farmers Market”** or **“Seasonal Sale of Agricultural Goods”** means certified farmers’ markets as California agricultural point of sale locations for the purposes of California Food and Agricultural Code 47004(a) as may be amended. Generally, this is a multi-stall market location where certified California farmers sell fresh products that they have grown and harvested themselves directly to consumers who intend to consume the products. It may also include meat and dairy products.
- (p) **“Food Cart”** means a mobile kitchen that is set up on the street to facilitate the sale and marketing of street *food* to people from local pedestrian traffic.
- (q) **“Manufactured Home”** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities.

- (r) **“Open Air Market”** means any outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The “open air market” is interchangeable with and applicable to: swap meet, flea markets, auctions, or other similarly named or labeled activities; but the term does not include farmers markets, supermarket or department store retail operations.
- (s) **“Open to the Public”** means an event not limited to invitees and otherwise open to any member of the public with or without an admission fee or charge.
- (t) **“Parade”** means any march, demonstration, procession, motorcade, or promenade consisting of persons, animals, or vehicles, or a combination thereof, having a common purpose, design, destination, or goal, upon any public place, which parade, march, demonstration, procession, motorcade, or promenade does not comply with normal and usual traffic regulations or control.
- (u) **“Fee”** means the nonrefundable fee to be paid by the permit applicant at the time the application is filed for a temporary use permit or special event permit per a fee schedule approved by the City Council addressing the actual costs of processing the applications.
- (v) **“Public Benefit”** means if the non-profit provides a benefit to the public generally, or a sufficient section of the public, of a type acceptable to the City to promote public health, safety or welfare.
- (w) **“Push Cart”** means any of the various types of wheeled light cart to be pushed by hand, as one used by street vendors.
- (x) **“Recreational Vehicle”** means a vehicle which is: (1) built on a single chassis; (2) four hundred (400) square feet or less when measured at the largest horizontal projection; (3) designed to be self-propelled or permanently towable by a light-duty truck; and (4) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (y) **“Responsible Party”** means, for the purpose of determining liability for damage to City or public facilities as a result of a special event and liability for the cost of extraordinary police services, any person or entity (including those who caused the damage, as well as those acting in a supervisory capacity or hosting the event including applicant(s), event sponsor(s), and/or promoter(s) and/or facility operator(s) and their respective designees) responsible for creating, causing, committing, or contributing to said damage.

- (z) **“Restricted Animal”** shall mean those animals listed in Fish and Game Code Section 2119 and Title 14, California Code of Regulations Section 671 et seq.
- (aa) **“Security Officer”** means a state-licensed uniform security guard, or off-duty law enforcement.
- (bb) **“Sidewalk Sales”** means a retail event in which a group of four (4) or more merchants within a defined business district is allowed to display merchandise for sale outside of the merchants’ places of business during normal business hours.
- (cc) **“Special Event”** means an event sponsored by any person, entity, business or group including at any special event venue or public right-of-way within the City and open to the public.
- (dd) **“Temporary Portable Storage Container”** means any temporary structure that is a reusable, enclosed, or open vessel, cargo container or truck trailer which is used for the storage of freight, articles, goods, solid waste, personal belongings, commodities, or similar uses, including metal cargo containers, steel cargo containers, shipping containers, freight containers, portable storage containers, ISO containers, cargo boxes or sea vans.
- (ee) **“Temporary Use”** means temporary utilization of property for a special, unique or limited duration not otherwise either authorized by this code or permits granted for uses normally operated on that property.

Section 7.60.030 Permits Required.

This Chapter governs the issuance of permits for temporary uses and special events. A temporary use permit and a special event permit shall be required to obtain any license otherwise required by this code or pay any other fee otherwise approved by the city council.

Section 7.60.040 Uses Requiring Temporary Use Permit.

- (a) Temporary Use Permit Required. A temporary use permit shall be required for any temporary use(s) not expressly exempt pursuant to this Chapter or which are specifically authorized by this code.
- (b) Temporary Assembly (e.g., Circuses, Carnivals, Rodeos, Open Air Market). Temporary assemblies shall require a temporary use permit. Those temporary assemblies that are traveling amusements shall be limited to not more than fifteen (15) days, or more than three (3) weekends, of operation in any one-hundred-eighty (180) day period. If adjacent to residential uses, issues such as noise and traffic shall be evaluated to determine incompatible impacts on a

residential neighborhood. If incompatible impacts are identified which cannot be resolved, the application may be denied.

Adequate provisions for traffic circulation, off-street parking and pedestrian safety shall be provided to the satisfaction of the community development director including accommodations for deliveries and employee parking. Restroom facilities shall be provided.

All lighting for temporary assemblies shall be directed away from adjacent properties and public rights-of-way. Noise attenuation for generators and carnival rides shall be provided to the satisfaction of the community development director and be consistent with the City's noise standards. All food preparation areas shall be inspected by the Monterey County Health Department and obtain an active permit prior to operating the event.

Section 7.60.050 Exemptions

The following uses shall be exempt from obtaining a required temporary use permit. If a proposal does not meet the minimum required development standards, then either a special use permit, or conditional use permit, or both, shall be required.

(a) Parking Lot Sales or Displays (public and private property). Parking lot sales or displays sales shall be exempt from obtaining the required temporary use permit if said sales meet the following requirements:

(1) Clearance Sale:

(A) An existing business wanting to conduct a parking lot sale for a clearance event or discount sale event within their parking lot shall be limited to one (1) weekend in any one-hundred eighty (180) day period. Adequate provisions for traffic circulation, controlled ingress and egress, adequate parking and pedestrian safety shall be provided at all times.

(B) A business wanting to use a parking lot either not owned by the business conducting the clearance sale or which is not located at the business site for a clearance sale event shall be required to obtain a temporary use permit. Prior to issuance of a temporary use permit, an application for a temporary seller's permit shall file a business license with the State of California Board of Equalization and the applicant must state on the form that the sales will take place in the City of King.

(2) Christmas Tree or Pumpkin Sales Lots. All Christmas Tree and/or Pumpkin sales shall be limited to forty-five (45) days per calendar year. The project site shall be left in a clean and debris-free state. All lighting

shall be directed away from adjacent properties and public rights-of-way. No enclosed tents or similar structures intended for use by the public shall be used unless approved by the fire chief or building inspector. Adequate provisions for traffic circulation, controlled ingress and egress, off-street parking and pedestrian safety shall be provided to the satisfaction of the community development department.

- (3) Farmer's Markets or Seasonal Sale of Agricultural Goods. All such uses shall be limited to ninety (90) days per calendar year, not to exceed thirty (30) consecutive days at a time. The project site shall be left in a clean and debris-free state. All lighting shall be directed away from adjacent properties and public rights-of-way.

Adequate provisions for traffic circulation, controlled ingress and egress, off-street parking and pedestrian safety shall be provided to the satisfaction of the community development department.

- (4) Outdoor Display of Merchandise (private property).

- (b) Promotional or Seasonal Sales (including non-mobile flower and vendor stands). Promotional sales and retail sales shall be exempt from obtaining the required temporary use permit if the sale meets the following requirements:
- (1) Items must not be typically sold from premises and shall be permitted not to exceed three (3) days per seasonal event, not to exceed nine (9) days in a calendar year.
 - (2) If the public sidewalk is being used for sale, no more than one (1) 6' x 30" table shall be permitted. Such uses using the public sidewalk shall obtain an encroachment permit from the public works department. Additionally, a case deposit shall be required consistent with subsection b(3) of this section to ensure clean up.
 - (3) If vendor is using a private parking lot, no more than two (2) 6' x 30" tables and a 10 x 10 canopy cover (e.g., canvas cover). Such use must be located upon developed commercial property with approval of property owner, and consistent with the use allowed for that zoned district. The stand and canopy on private parking lots shall not block driveways, path of travel or fire lines. Each vendor stand is required to obtain a business license.
- (c) Arts and Crafts Shows. Arts and Crafts shows shall be exempt from obtaining the required temporary use permit if said shows meet the following requirements: Such uses shall be limited to seven (7) days in any one-hundred-eighty (180) day period.

- (d) Fundraising Events for Charitable and Not for Profit. Fundraising events shall be exempt from obtaining the required temporary use permit if said events meet the following requirements: Such uses shall be limited to two (2) days in any thirty (30) day period.
- (e) Recreational Vehicles and Manufactured Homes. Recreational vehicles and manufactured homes shall be exempt from obtaining the required temporary use permit if the recreational vehicle or manufactured home meets the following requirements:
 - (1) All manufactured homes shall comply with the standards of Municipal Code Section 12.16.194, and all recreational vehicles shall comply with the standards of Municipal Code Section 12.16.195.
 - (2) A recreational vehicle or manufactured home may be used for security personnel, temporary storage, temporary office or other uses or for temporary residence of the subject property owner, when located on an active construction site. Installation of a trailer or RV may occur only after a valid building permit has been issued by the chief building official.
 - (3) A recreational vehicle or manufactured home may be used for any of the purposes specified in subdivision (1) above in any non-residential zone with the approval of the community development department.
 - (4) A temporary recreational vehicle or manufactured home may remain for a period of one (1) year of the construction project. A six (6) month extension may be granted by the community development director. Under no circumstances shall a temporary trailer or RV remain for a period exceeding one and one-half (1.5) years.
 - (5) To qualify for an exception for a temporary use permit, the size of a recreational vehicle or manufactured home shall not exceed a maximum of six hundred fifty (650) square feet. Their location upon the site shall meet the approval of the community development department and meet all the standards (e.g., setbacks, parking) of the base zoning district. Recreational vehicles or manufactured homes must have valid vehicle licenses and shall meet all requirements and regulations of the county department of health services and the chief building official.

- (f) Temporary Portable Storage Container. Temporary portable storage containers shall be exempt from obtaining a temporary use permit if all of the following requirements are met:
- (1) Temporary portable storage containers shall comply with the King City Building Code and any applicable manufacturing regulations.
 - (i) There shall be no utility connections to the temporary portable storage containers.
 - (ii) Temporary portable storage containers may not be used to store flammable liquids or other hazardous materials as determined by the fire chief. Fireworks may be stored as determined by the fire chief.
 - (iii) Temporary portable storage container shall be located so as to provide adequate access as determined by the fire chief.
 - (iv) Temporary portable storage containers shall be incidental to the primary use on the site and/or shopping center. They are not permitted as an accessory use to a stand-alone parking lot.
 - (v) Temporary portable storage containers shall be kept in good condition and free of damage, rust, graffiti, signs, banners, etc. Repairs shall be made within forty-eight (48) hours of being damaged. Graffiti shall be removed within forty-eight (48) hours.
 - (2) For commercial, industrial and residentially zoned parcels or lots one (1) acre or less in size, a maximum of one (1) cargo/storage container is permitted. For commercial, industrial and residentially zoned parcels greater than one (1) acre in size, a maximum of three (3) cargo/storage containers shall be permitted.
 - (3) For commercial and industrial zoned property, cargo/storage containers shall not be located on site for more than thirty (30) days within one (1) calendar year. A cargo/storage container shall be located within the backyard setback and predominately out of view from a public street. A cargo/storage container cannot be placed on parking spaces needed to accommodate the uses, pursuant to Municipal Code Chapter 17.52, or as approved by a discretionary permit such as a use permit.
 - (4) For a single family-residential use, cargo/storage containers shall be permitted only during the period of onsite construction or moving. Temporary portable storage containers used for construction purposes shall be removed upon occupancy of the building and/or expiration of the building permit, whichever occurs first. Temporary portable storage containers used for moving shall not be on site for more than ninety

(90) days within one (1) calendar year. The permanent storage of a cargo/storage container is prohibited for single-family residential uses.

(5) Cargo/storage containers shall not be located within the public right-of-way unless an encroachment permit is obtained from the City.

(6) Non-profit institutions may be permitted to store one (1) portable storage container on-site. The container shall be screened from public view and located behind the building. The container shall be painted to match the colors of the existing building.

(g) Bounce Houses. Bounce houses shall be exempt from obtaining the required temporary use permit if they meet any of the following requirements:

(1) It is used during a private event at a single-family residence.

(2) It is used in conjunction with a promotional or seasonal sale that meets the requirements of Section 7.60.060(c).

(3) It is allowed in City parks when part of a parks and recreation department rental permit.

The height of any bounce house shall not exceed the height of the building in front of which it is displayed or used. Any bounce house which fails to meet any of the above requirements shall need to obtain a temporary use permit.

(h) Non-profit Organizations. The city council may exempt a non-profit organization from the requirement of temporary use permit upon a determination of public benefit.

(i) Other Uses. Any other temporary use which the community development director may determine to be of a similar nature to, or is listed as, a permitted or conditionally permitted use for the zone in which the temporary use would locate, or which is of a similar nature to other uses requiring a temporary use permit. The community development director may allow for a temporary use for a duration of one (1) year or less and may place conditions on the use to assure maintenance of the public health, safety and welfare.

(j) Incidental Uses. The community development director may exempt a temporary use from the provisions of this Chapter when it is determined the temporary use is incidental in nature and will not create any adverse impacts.

Section 7.60.060 Regulations and Conditions on Temporary Use Permits for Circus Events.

- (a) To provide for the welfare of all animals and restricted animals and for the health and safety of the public, the community development director shall be authorized to implement additional conditions on a temporary use permit for circus events.
- (b) Violation of any additional reasonable regulations and/or conditions governing a circus event permit, shall constitute a violation of this Chapter.

Section 7.60.070 Special Event Permit.

Special event permits shall be granted at the sole discretion of the chief of police. The chief of police may approve, deny or impose additional permit conditions to protect the public from potential adverse impacts, and to provide for additional penalties and for the recoupment of extraordinary police services expended in enforcing permit requirements.

Section 7.60.080 Uses Requiring a Special Event Permit.

- (a) Parades.
- (b) Public Park/Facility. A special event permit shall be obtained for any event which is held in a city park and/or facility or on any property and/or facility which is open to the public, and not covered by a temporary use permit. The requirement for special event permit for events held in city parks and/or facilities shall be satisfied by obtaining from recreational coordinator a permit as required by Section 7.26.060 or Section 7.26.110 of this code.
- (c) Number of Participants. A special event permit shall be obtained for any event at which one-hundred (100) or more participants (including sponsors and guests) are present, and not covered by a temporary use permit.
- (d) Personal Entertainment. A special event permit shall be obtained for any event at which entertainment is provided by or for any person, and/or made available to any person, there is an admission charge, and not covered by a temporary use permit.
- (e) Rallies, Picket Lines, Demonstrations.
- (f) Block parties.
- (g) Sidewalk Sales (public property). The following is applicable:

- (1) The business shall be allowed to place one (1) 6'x30" table for sale items along the sidewalk. Additional tables may be placed, if deemed appropriate by the public works department.
 - (2) If the chief of police determine that sidewalk sales at a particular location are resulting in debris, the applicant shall provide a cash deposit to the city manager's office of fifty percent (50%) of estimated amount of clean-up to ensure the property is returned to a clean and debris-free state. If the applicant fails to promptly return the property to a clean and debris-free state at the conclusion of the use, the city may utilize the deposit to restore the property. Applicant shall be entitled to a refund of any unused funds. If funds are inadequate to cover the city's costs, applicant shall provide additional funds to the city within seven (7) days of request. No further public sidewalk sales shall be permitted until said additional funds are provided by the applicant.
- (h) Any event in city with amplified music after 10 p.m. must receive approval from the city council.

Section 7.60.090 Exemptions.

The following uses shall be exempt from obtaining a required special event permit. If a proposal does not meet the minimum required development standards, then a special event permit may be required.

- (a) Events held in a private residence where no admission is charged, the event is not open or advertised to the public, and no extraordinary police services are required. Nothing in this subsection shall modify or otherwise limit the requirements of Chapter 7.09 regarding social host liability.
- (b) Events held in a members-only facility at which the only participants are the members (and their invited nonpaying guests) and no extraordinary police services are required.
- (c) For-profit entertainment activities of persons, entities and businesses such as cabarets who or which are currently licensed to regularly provide specified entertainment activities at fixed locations in the City and no extraordinary police services are required.
- (d) Any entertainment for which other City permits have previously been obtained, such as, but not limited to, dance permits, short-term encroachment permits and City sponsored events, or other permits which are more appropriate for a particular event, as determined by the chief of police.

- (e) County Fairground Events. All events are exempt, unless traffic control is needed, as determined by the chief of police. For any event serving alcohol, a temporary Alcohol Beverage Control (ABC) permit is needed.
- (f) Non-Profits. An exemption may be granted by the city council for non-profit organizations demonstrating a public benefit.
- (g) Funeral processions.
- (h) Religious Institutions. All events held on the property of the institution are exempt, unless serving alcohol or traffic control is needed, as determined by the chief of police.
- (i) No Significant Impacts. Any event, series of events and/or specific type of event may be exempted at the discretion of the chief of police, based upon evidence that the event or events will not impact police services and will not affect public health, safety and welfare.
- (j) Assembly.
 - (1) assemblies occasioned by news or affairs coming into public knowledge within three (3) days of such parade or assembly; provided, that the organizers thereof give written notice to the city at least twenty-four (24) hours prior to such assembly. Such written notice shall contain all of the following information:
 - (i) The name, address and telephone number of the person or persons seeking to conduct the assembly. This person or these persons shall be considered a permittee for the purposes of this chapter;
 - (ii) The name, address and telephone number of the headquarters of the organization, if any, and of the organizer or responsible head of such organization by whom or on whose behalf the assembly is proposed to be conducted;
 - (iii) The name, address and telephone number of the person who will chair assembly and who will be responsible for its conduct;
 - (iv) The location and date of the proposed assembly, including the assembly area, disbanding area, and the route to be traveled;
 - (v) An estimate of the approximate number of persons who will be participating in the assembly and an estimate of the approximate number of persons who will be observing the assembly;
 - (vi) The time at which the assembly will start and conclude; and

(vii) The type of security or other arrangements that will be provided to assure that participants are properly directed.

(2) The city manager may deny permission to conduct the assembly within eighteen (18) hours of the submission of the notice pursuant to subsection (j) of this section if the city manager or the city manager's designee makes a finding requiring denial. Denial of permission shall be based on a finding of any of the following:

(i) The information contained in the application is false or intentionally misleading;

(ii) The assembly is proposed for a time and location for which another assembly permit has been previously issued;

(iii) The proposed route or location of the assembly traverses a street or other public right-of-way that was scheduled for maintenance, construction or repair prior to the application for that assembly permit and the conduct of the assembly would interfere with such maintenance, construction or repair or the maintenance, construction or repair would represent a threat to the health or safety of the participants in the assembly;

(iv) The proposed area for the assembly or for the set-up or dispersal of a assembly could not physically accommodate the number of participants expected to participate in the assembly, as reflected in the application completed and submitted pursuant to the requirements of this chapter; or

(v) The assembly would result in a violation of any federal, state or local law or regulation.

If the city manager makes a finding requiring denial pursuant to that subsection, the city manager shall immediately provide notice of the denial, including the reason for the denial, by telephone to the permittee and shall also provide written notice of the denial including the reason for the denial. If the permittee provides an email or fax number for the purpose of receiving notices, the city manager shall provide written notice of the denial by email or fax immediately upon making the denial decision.

(k) Not-for-profit fundraiser sales.

- (l) Educational institutions. All events held on the property of the institution are exempt, unless serving alcohol or traffic control is needed, as determined by the chief of police.

Section 7.60.100 Regulations and Conditions for Certain Special Event Permits.

The following prohibitions shall apply to all demonstrations, rallies, picket lines, parades and assemblies:

- (a) It shall be unlawful for any person to carry any sign, poster, plaque, or notice, unless such sign, poster, plaque, or notice is constructed solely of a cloth, paper, or cardboard material no greater than one-quarter inch in thickness.
- (b) It shall be unlawful for any person to carry, possess or wear any gas mask or similar device designed to filter all air breathed and that would protect the respiratory tract and face against irritating, noxious or poisonous gases.
- (c) It shall be unlawful for any person to fail to abide by the instructions of a traffic control officer given for the purpose of accommodating traffic, including emergency vehicles, through and across a parade route, demonstration, rally, picket line or assembly.

Nothing in this section shall prohibit a disabled person from carrying a cane, walker, or similar device necessary for providing mobility so that the person may participate in a demonstration, rally, picket line, parade or assembly.

Section 7.60.110 Temporary Use and Special Event Regulations.

- (a) Applicability of Code. All temporary uses and special events shall otherwise comply with the requirements of this code including Chapter 7.10 (Drug Free Zones), Chapter 7.24 (Sound Amplifying Equipment), Chapter 7.25 (Prohibited Noise Making Conduct), Chapter 7.26 (Public Parks Regulations), Chapter 7.29 (Use Of Certain Devices In Demonstrations, Rallies, Picket Lines And Public Assemblies Prohibited), and Chapter 12.04 (Construction Codes Adopted).
- (b) Obstruction of Exits and Aisles.
 - (1) No person shall block, impede, or obstruct any exit to a public way or any access to a building, structure or premises, in such a manner as to prevent or interfere with the use of such exits or access by any person who is exiting or entering said occupied building, structure, or premises.

- (3) In every building other than single family dwellings, there shall be maintained at all times, one (1) unobstructed aisle which leads to each required exit. Each required aisle shall have a width equal to the minimum width shall be forty-four (44") inches.
- (4) An exit walkway with a minimum width of forty-four (44") inches shall be maintained continuously to a public way.
- (5) Whenever the chief of police determines that exit paths to a public way need to be clearly delineated to safeguard and preserve the exit paths. The chief of police may require the exit paths to be protected and identified by painted lines, railings, barrier posts, walks or other approved means.
- (6) No person shall park any vehicle, or place any power truck, hand dolly, delivery rack, refuse or waste container, or any other object in an exit, or in any other manner so as to obstruct the exit.
- (6) No person shall store or maintain any hazardous material, or other material of any kind, adjacent to any exit in a manner which would obstruct the exit, elevator, or render egress hazardous in case of fire or any other emergency.

Section 7.60.120 Temporary Use and Special Event Permit Application Procedure and Fee.

- (a) A temporary use permit application shall be submitted to the community development department and a special event permit shall be submitted to the city hall. An application shall be submitted at least thirty (30) calendar days prior to the special event, unless otherwise waived by the community development department or the chief of police. The applicant must execute a written agreement in which applicant agrees to pay the costs of required city services.
- (b) Application forms submitted pursuant to subsection (a) of this section shall be fully and truthfully completed by the applicant. Failure to fully and truthfully complete the application form shall be grounds for denial or revocation.
- (c) If admission fees or donations are to be collected and/or food, liquid refreshments or physical articles are to be sold at the event, the applicant must present proof of federal and/or state tax exemption status or present a copy of a valid city business license and tax certificate and a food handling permit if applicable before the permit may be issued.

- (d) If music, dance or any other form of entertainment activity requiring sound amplification equipment is to be provided or allowed at the event, the applicant must so state on the application form and must provide assurance that the city's noise ordinance will not be violated as a result of the activity. Any event in the city with amplified music after 10 p.m. shall obtain approval by the city council.
- (e) Upon application, the applicant shall state the name and address of the facility, and identify the type of facility, where the event will take place. Before the permit may be issued, the applicant shall be required to present a photocopy of a valid city dance hall, cabaret, or other applicable permit or license which authorizes the use of the facility for this type of activity or event. Further, the applicant shall complete the portions of the application which require identification of any occupancy restrictions or other conditions for use imposed by the city on the designated facility.
- (f) Upon application, the applicant shall pay a fee as established by the City's Master Fee Schedule or as otherwise set by approved resolution of the city council. The city council shall have the discretion to waive fees.

Section 7.60.130 Contents of Application Form.

An application for a temporary use permit or special event permit shall provide the following information:

- (a) The name, address, telephone number, and date of birth of applicant and an alternative contact person. If a temporary use permit or special event permit is proposed to be sponsored by one or more organizations, the name, address and telephone number of the organizations, and the president(s) of the organization.
- (b) The name, address and telephone number of the person who will be present and in charge at the time of the special event.
- (c) The nature and purpose of the event, including hours and dates of operation.
- (d) The proposed date, location(s) and estimated starting and ending time of the event.
- (e) Estimated number of persons anticipated at the event.
- (f) Description of any sound amplification equipment which will be used at the event.
- (g) Whether any food or alcoholic and/or nonalcoholic beverages will be sold at the event.

- (h) Whether monitors or security persons will be utilized at the event.
- (i) Parking contingencies planned for the event.
- (j) If the event is to be conducted on private property, the applicant must submit with the application proof of the property owner's permission for the property to be used for that purpose.

Any supplementary information which either the community development director finds reasonable necessary for temporary use permit applications, or the chief of police shall find reasonably necessary special event permit to determine whether to approve or conditionally approve a permit.

Section 7.60.140 Required Additional Application Information.

- (a) **Circuses.** In addition to the other requirements, applicants seeking a permit for a circus event which includes any performance or entertainment by trained animals or restricted animals shall also provide:
 - (1) An inventory of all the restricted and other animals, whether they are performing or not, that will be present in the city during the stated duration of the permit, and any restricted species permit issued under California Code of Regulations, Title 14, Section 671.1, along with a copy of the submitted California Department of Fish and Game Application Form FG1312 and "Restricted Species Nonresident Exhibiting Permit Itinerary".
 - (2) The names of the onsite manager, and all persons who are the primary handlers of each type of restricted and other animals that will be present in the city.
 - (3) Copies of most recent USDA inspection reports registration, and licenses for restricted animals.
 - (4) Other pertinent information which the community development director requests.
- (b) **Parades and Assembly.** In addition to the other requirements, applicants seeking a permit for a parade or assembly event shall also provide:
 - (1) The location shall include the assembly area, disbanding area, and the route to be traveled;
 - (2) An estimate of the approximate number of persons who will be participating in the parade or assembly and an estimate of the

approximate number of persons who will be observing the parade or assembly;

- (3) The type of security or other arrangements that will be provided to assure that participants are properly directed;
- (4) The minimum and maximum speeds that the parade is to travel, if applicable, and the maximum number of platoons or units, if any, in the parade or assembly and the maximum and minimum interval of space to be maintained between the units of such parade or assembly;
- (5) The maximum length of such parade or assembly in miles or fractions thereof;
- (6) The number and type of vehicles in the parade or assembly, if any;
- (7) A road closure map, should the applicant wish to conduct the event within the public right-of-way; and
- (8) Traffic control plan with proposed detour routes, if necessary.

Section 7.60.150 Action on Application.

- (a) The community development director shall approve, conditionally approve or deny a temporary use permit application based on the grounds specified in this chapter. The chief of police shall approve, conditionally approve, or deny the special event permit application based on the grounds specified in this chapter.

Such action shall be taken not later than fifteen (15) calendar days after the filing of a complete application. The applicant shall be notified of any conditions of approval pursuant to this chapter.

- (b) If the application is denied or conditionally approved, the applicant shall receive a written notice of the grounds for denial, or of the reason for the imposition of conditions.
- (c) Supplemental information considered to make a decision in addition to the information contained in the application shall be provided to the applicant at the time a written determination is finalized.

Section 7.60.160 Conditional Approval of Permits.

The community development director may impose additional conditions to a temporary use permit, and the chief of police may impose additional conditions

to a special event permit in the exercise of the chief of police's reasonable discretion when conditionally granting a permit, including but not limited to:

- (a) Requiring the applicant or other responsible party to retain or hire one or more security officers to provide security at and during the event, said security officers present and on duty at all times during the event.
- (b) Requiring the applicant or other responsible party to be personally present at all times during the event.
- (c) Requiring the applicant or other responsible party to provide a working telephone where the applicant or responsible party can be reached directly at all times during the event.
- (d) Requiring the posting of the event permit at the event facility or location.
- (e) Requiring a refundable security deposit before issuance of the permit toward the costs of city services and/or cost of damages to public facilities that may be associated with such an event.
- (f) Requiring provision of medical services on-site on a case-by-case basis and/or in consideration of the applicant's previous history.
- (g) Requiring in the case of live performances the actual name and stage name of every act performing.
- (h) Requiring the submission of copies of all promotional materials simultaneously with the posting or distribution of said materials. All promotional materials must identify the promoter and must not be posted or affixed to or on City or public property.
- (i) Requiring proof of liability insurance in the amount required by the city, as may be set by council resolution. The applicant shall procure and maintain in full force and effect during the term of the permit a policy of insurance from a reliable insurance company authorized to do business in the state of California, which policy includes the city and/or the agency, its officers, agents, employees, attorneys, and authorized volunteers as named insureds or additional named insureds, and which provides coverage that the city manager or chief of police determines to be necessary under the circumstances as prescribed in regulations issued by the city manager. Proof of insurance shall be submitted to the city prior to the issuance of the temporary use permit or special event permit and maintenance of this insurance shall be a condition of the permit.
- (j) Requiring that prior to the issuance of the temporary use permit or special permit, the applicant must sign an agreement in a form approved by the

city agreeing to the applicant to agree to indemnify, protect, defend and hold harmless the city and/or agency, its officers, employees, agents, attorneys and authorized volunteers against all claims, damages, expenses, loss, or liability of any kind or nature whatsoever resulting from the alleged willful or negligent acts or omissions of the applicant, its officers, agents, employees, responsible party, or third parties in connection with the event authorized by the temporary use permit or special event permit insofar as permitted by law.

- (k) Requiring such other additional conditions as are reasonably believed to be necessary to protect the public health, safety, welfare and order, as well as the health and welfare of restricted and other animals, and to minimize adverse impacts upon the surrounding neighborhood and the general community.
- (l.) Requiring advanced payment to the city for all costs related to delivery, set-up and removal or road closure and traffic control requirements.

Section 7.60.170 Grounds for Denial of Application.

Temporary use and special event permits may be denied based upon any of the following non-exclusive grounds:

- (a) Information contained in the application, or supplementary information requested from the applicant, is false in any material detail.
- (b) The applicant has failed to provide a complete application form after having been notified of the requirement of producing additional information or documents.
- (c) The applicant has not submitted a completed application form in the time provided pursuant to this Chapter.
- (d) The applicant has previously had a permit revoked, in the city or in another jurisdiction, for violation of permit conditions or for unlawful conduct relating thereto and it is reasonably believed that similar violations or unlawful conduct will again occur.
- (e) The granting of the permit will have an adverse impact upon the public health, safety, welfare or order.
- (f) The granting of the permit will result in substantial adverse impacts (including, but not limited to, noise, litter, traffic and congestion) upon the surrounding neighborhood or the community in general.

- (g) Another complete special event application has been previously filed for a different event at the same time and place requested by the applicant, or so close in time and place as to cause traffic congestion or a demand for law enforcement services which the police department determines it is unable to safely meet without potentially adversely impacting public health or safety.
- (h) The time, duration, or size of the event will unduly interrupt the safe and orderly movement of pedestrian or vehicular traffic in the immediate vicinity of the event, or unduly disrupt the use of a street at a time when it is usually subject to great traffic congestion.
- (i) The concentration of persons, animals and vehicles at the site of the event will prevent proper police, fire, ambulance, or other essential public services to areas contiguous to the event.
- (j) The size or duration of the event will require diversion of so great an amount of police services that providing for the minimum level of law enforcement services to other areas of the city is jeopardized.
- (k) The event will substantially interfere with construction or maintenance work scheduled to take place upon or along the city streets or a previously granted encroachment permit.
- (l) The event will occur at a time and place where the noise created by the activities of the event will substantially disturb or disrupt the activities of such institutions as schools and hospitals.
- (m) Responsible parties have failed to pay the city for previous temporary use permit or special event permit fees, costs, or actual damages caused to the city by the temporary use or special permit.
- (n) The community development director shall state, in writing, the reasons for the denial of a temporary use permit. The chief of police shall state, in writing, the reasons for the denial of a special event permit. An applicant shall have five (5) days, from the date of the issuance of the denial, to request reconsideration. The request for reconsideration must be submitted to the city clerk within five (5) days. The city clerk shall submit the request for reconsideration to the community development director for temporary use permit applications and to the chief of police for special event permit applications. The request for reconsideration shall be in writing and shall state any and all reasons of any nature why the denial should be reversed. Within a reasonable period of time, the applicant shall receive either (1) a written decision granting or denying the request or (2) a notice of hearing on the request for reconsideration.

Section 7.60.180 Revocation of Event Permit

A temporary use permit or special event permit may be revoked or suspended at any time, including during the event, by the community development or the chief of police as follows:

- (a) Grounds for suspension or revocation. Any of the following will constitute a basis for suspension or revocation of a temporary use permit or special event permit:
 - (1) Violation of any of the imposed permit conditions.
 - (2) Failure to obtain and post any permit required by the State Alcoholic Beverage Control Board to serve alcoholic beverages.
 - (3) The occurrence of unlawful or criminal activity during the event.
 - (4) The creation of a heightened risk to public health, safety or welfare, whether or not caused by the applicant in whole or in part.
 - (5) Any grounds stated in this Chapter.
- (b) If, in the discretion of the enforcing official, there are no immediate health, safety or welfare risks/violations, the following steps shall be taken:
 - (1) An oral warning with an opportunity to bring issue into compliance in a reasonable period of time as determined by the community development director for a temporary use permit application and the chief of police for a special event permit application. The applicant or other responsible party shall be informed that failure to timely comply may result in suspension or revocation of the temporary use permit or special use permit.
 - (2) If the violation is not resolved within the period of time required, a written notice revoking the event permit shall be sent or provided to the applicant or other responsible party. In the discretion of the enforcing official, the temporary use permit or special use permit may be temporarily suspended pending submission of a written request for reconsideration.
 - (3) The applicant or other responsible party shall have five (5) days to appeal the revocation by submitting a written request for reconsideration to the city clerk. The city manager shall conduct an administrative hearing and render a decision within a reasonable period of time of receiving the request for reconsideration.

- (c) If, in the discretion of the enforcing official, there are immediate health, safety or welfare risks/violations, the following steps shall be taken:
 - (1) The event shall be shut down immediately based on an oral statement and citation in writing from the community development director for temporary use permits application and the chief of police for a special event permits application.
 - (2) The applicant or responsible party shall have five (5) days to appeal the decision and submit a request for reconsideration in writing to the city clerk. The city manager shall conduct an administrative hearing and render a decision within a reasonable period of time of receiving the request for reconsideration. If the decision to revoke is sustained by the city manager, revocation of the temporary use permit or special use permit shall become effective immediately.
- (d) Nothing in this Chapter shall limit the authority of the chief of police, fire chief, or any other official or regulatory body from exercise of its police powers or any other authority granted to it by law. All remedies and enforcement procedures set forth herein shall be in addition to, and not limit or otherwise preclude, any other legal or equitable remedies provided by law.

Section 7.60.190 Penalties for Violation.

- (a) Criminal Penalties and Enforcement.

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

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

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

(b) Administrative Penalties.

(1) The administrative citation penalty for all violations of this Chapter, within a rolling twelve (12) month period, deemed Misdemeanors under the King City Municipal Code shall be as follows:

(A) First administrative citation: two hundred fifty and no/100ths dollars (\$250.00) per violation;

(B) Second administrative citation: five hundred and no/100ths dollars (\$500.00) per violation;

(C) Third administrative citation: one thousand and no/100ths dollars (\$1,000.00) per violation; and

(D) One thousand and no/100ths dollars (\$1,000.00) per violation for each subsequent administrative citation.

(2) The administrative citation penalty for all violations of this Chapter, within a rolling twelve (12) month period, deemed Infractions under the King City Municipal Code shall be as follows:

(A) First administrative citation: one hundred and no/100ths dollars (\$100.00) per violation;

(B) Second administrative citation: two hundred and no/100ths dollars (\$200.00) per violation;

(C) Third administrative citation: five hundred and no/100ths dollars (\$500.00) per violation; and

(D) Five hundred and no/100ths dollars (\$500.00) per violation for each subsequent administrative citation.

Section 7.60.200 Denial of Future Permits Based on Past Violations.

In addition to any fine, penalty, or other enforcement action available under this Chapter, State law, or federal law, the community development director shall not issue a temporary use permit and the chief of police shall not issue a special event permit to an applicant who has committed a violation of this Chapter. The length of time that such an application must be denied will be no less than twelve (12) months for less serious violations, and no longer than sixty (60) months for the most serious violations, measured from the date the violation was committed.

Section 7.60.210 Extraordinary Costs and/or Traffic Control Fees.

- (a) **Prepayment of Fees.** Before issuance of a temporary use permit or special event permit, the chief of police shall provide the applicant with a statement of the estimated cost of providing extra police officers or other public safety personnel for the event and additional traffic control fees, if needed. The applicant/responsible party shall be required to pay these fees at a minimum two (2) weeks in advance of the event.
- (b) **Computing Extra Public Safety Services.** The extra law enforcement and other public safety services shall be computed by determining the number of public safety personnel who will be required for the event beyond that which would otherwise be required at that time, multiplied by the number of hours for which such additional service is rendered at the rate of the city's full cost of providing personnel on an hourly basis as established by the master fee schedule. Such personnel to perform the additional public safety services shall be determined by the chief of police in the number the chief of police determines is reasonably necessary for the event. Public safety personnel who are employees of the city are subject to the sole direction of the chief of police or other supervising official.
- (c) **Refunds or Additional Charges.** If the actual cost for extra public safety services on the date of the event is less than the estimated cost pursuant to subsection A of this Section, the applicant/responsible party will be promptly refunded the difference by the city from the general fund. If more service hours are required than originally charged, the applicant or responsible party will be billed the additional costs. Payment of additional costs shall be due within fifteen (15) days of the date the bill is deposited in the mail. If full payment is not received within the required time for payment, the applicant or responsible party is subject to interest charges at the maximum legal rate computed from the date the payment period expires. If the event is cancelled less than five (5) business days prior to the scheduled event, a cancellation fee will be assessed.
- (d) **Failure to Reimburse for Additional Public Safety Services.** The cost of any extra public safety services pursuant to subsection (c) of this Section shall be collected from the applicant or responsible party in any manner prescribed by law, including but not limited to placement of a lien on the applicant or responsible party's property and/or obtaining of a judgment in civil court. This remedy is in addition to all other civil and criminal remedies available to the city.
- (e) **Cost Assessed.** The costs assessed against an applicant or responsible party for the cost of extra public safety services pursuant to subsection (c) of this Section shall include the cost of:

- (1) salaries (including overtime), benefits, and administrative overhead of the public safety personnel providing the services;
 - (2) medical treatment for public safety personnel injured while providing services;
 - (3) replacing or repairing city property damaged while providing the services; and
 - (4) making arrests while providing the services.
- (f) Requested Hearing. Any applicant or other responsible party billed for additional extraordinary law enforcement services pursuant to subsection (c) of this Section may request a hearing on the matter before the city council. In order to obtain a hearing, the applicant or responsible party shall file a written request with the city clerk within ten (10) days of the date the invoice was mailed by the city. The request shall state the grounds for appeal. When a written appeal is filed by the applicant, a city council hearing shall be set within ten (10) and not more than forty-five (45) days following the filing of the appeal. The applicant or responsible party shall be notified of the date, time and place of the city council hearing.
- (g) Liability. The responsible parties are all and each severally liable for the cost of additional city services, and any damages sustained by the city arising from the temporary use permit or special use permit.

SECTION 6. Section 13.06.020 of Chapter 13.06, of Title 13, of the King Municipal Code is amended in its entirety to read as follows:

13.06.020 Displays of merchandise on sidewalks.

Except as authorized pursuant to Chapter 7.60, no person shall place any goods, wares or merchandise of any kind, for exhibition, display, advertisement, or sale, on any part of any sidewalk, and no person shall permit any such goods, wares, or merchandise to remain on the sidewalk in front of any lot or premises which he owns, occupies or controls, unless that person shall first have obtained a written permit from the city council stating the terms and conditions under which the display and sale of merchandise may be permitted.

SECTION 7. Subsection (3) of Section 17.48.030 of Chapter 17.48, of Title 17, of the King Municipal Code is amended in its entirety to read as follows:

17.48.030 Uses permitted subject to permit.

(3) Hazard occasioned by unusual volume or character of traffic or the congregating of a large number of people or vehicles. The uses referred to herein are as follows:

(a) Airports and landing fields,

(b) Cemeteries,

(c) Establishments or enterprises involving large assemblages of people or automobiles, unless the use qualifies for a temporary use permit under Section 7.60.050, as follows:

(i) Amusement parks and race tracks.

(ii) Circus or carnivals.

(iii) Public buildings, parks and other public recreational facilities.

(iv) Recreational facilities, privately operated.

(v) Privately owned and operated recreation facilities.

(vi) Hospitals and sanitariums

[END OF EXHIBIT "A"]

PC RESOLUTION NO. 2018-235

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE ESTABLISHING AND REGULATING TEMPORARY USE PERMITS AND SPECIAL EVENT PERMITS BY REPEALING CHAPTER 5.32 OF TITLE 5, AMENDING SUBSECTION (B) OF SECTION 5.34.010 AND SECTION 5.34.115 OF CHAPTER 5.34, OF TITLE 5, ADOPTING SECTION 7.29.015 TO CHAPTER 7.29, OF TITLE 7, ADOPTING CHAPTER 7.60 TO TITLE 7; AMENDING SECTION 13.06.020 OF CHAPTER 13.06, OF TITLE 13, AND AMENDING SUBSECTION (3) OF SECTION 17.48.030 OF CHAPTER 17.48, OF THE KING MUNICIPAL CODE

WHEREAS, in January of 2017, the City Council of the City of King ("Council") initiated an amendment of the King City Municipal Code to establish and regulate certain temporary use and special event permits; and

WHEREAS, the proposed ordinance is consistent with the General Plan and any applicable Specific Plan(s); and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), and pursuant to both CEQA Guideline Sections 15378 and 15061(3), the ordinance is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on August 7, 2018, the City of King Planning Commission ("Commission") conducted a public hearing to consider both the proposed ordinance, and after considering public testimony, the August 7, 2018 staff report, oral testimony from staff and the public, all submitted evidence to support the applications, and additional information submitted during the hearing, the Commission recommended the Council adopt the proposed ordinance.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND DETERMINED by the Planning Commission of the City of King to recommend that the City Council adopt the Ordinance amending the King City Municipal Code to establish and regulate temporary use permits and special event permits by repealing Chapter 5.32 of Title 5, amending subsection (b) of Section 5.34.010 and Section 5.34.115 of Chapter 5.34, of Title 5, adopting Section 7.29.015 to Chapter 7.29, of Title 7, adopting Chapter 7.60 to Title 7; amending Section 13.06.020 of Chapter 13.06, of Title 13, and amending subsection (3) of Section 17.48.030 of Chapter 17.48, of the King City Municipal Code.

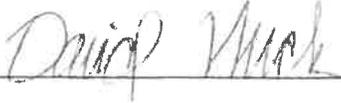
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Planning Commission of the City of King, State of California, at a regular meeting of the Planning Commission held on this 7th day of August 2018 by the following vote:

**PLANNING COMMISSION (PUBLIC HEARING)
TEMPORARY USE PERMIT/SPECIAL EVENT PERMIT ORDINANCE
AUGUST 7, 2018
PAGE 2 OF 2**

AYES: Nuck, Mendez, Lee, Uribe

NOES:

ABSENT: Avalos



DAVID NUCK, CHAIRPERSON

ATTEST: 

ERICA SONNE DEPUTY CITY CLERK / PLANNING COMMISSION SECRETARY



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AMENDMENT TO MASTER FEE SCHEDULE

RECOMMENDATION:

It is recommended the City Council adopt a Resolution amending the Master Fee Schedule.

BACKGROUND:

In July 2016, the City Council approved a major update to the City's Master Fee Schedule and initiated a practice of reviewing and updating its fees on an annual basis. The last overall update of the Master Fee Schedule was approved on January 8, 2018.

The City's fee schedule includes a variety of development impact fees, which were established based upon a study prepared by Revenue & Cost Specialists, LLC in February 2010. In June 2018, the City Council adopted an Ordinance establishing standards and regulations for seasonal employee housing projects. As a result, the City now allows new housing types to increase the feasibility of seasonal employee housing projects, such as dormitory style units. However, since these projects are unique in nature, the impacts are different than other existing categories of uses identified in the development impact fee tables. As a result, staff has completed an analysis and prepared recommendations to establish fees for seasonal employee housing projects that are commensurate with the impacts generated by those projects in comparison to other types of uses.

In addition, other recommended changes have been identified as necessary to update the Master Fee Schedule at this time to accurately reimburse the City for the cost of user services. An analysis has been prepared to ensure these fee amounts reimburse the City and do not exceed the actual cost of providing these services.

**CITY COUNCIL
CONSIDERATION OF AMENDMENT TO MASTER FEE SCHEDULE
AUGUST 28, 2018
PAGE 2 OF 4**

DISCUSSION:

Five changes are recommended to the City's fee schedule in order to address issues that have been identified since the last adjustments were approved.

First, existing development impact fees are difficult to calculate for seasonal employee housing projects. The closest use category is multi-family residential, but fees in this category are charged by unit. The definition of a unit in seasonal employee housing projects may vary significantly based on the type of project design. Therefore, a new fee category is proposed for seasonal employee housing.

Fees are recommended to be calculated by number of beds, which is consistent with many of the other provisions of the seasonal employee housing ordinance. Since the ordinance utilizes 8 beds as the standard for comparison to a multi-family unit, the proposed fees are calculated by dividing the multi-family housing unit fee by 8. However, there are three exceptions. The seasonal employee housing ordinance calculated parking requirements based on projections that the projects would generate 50% of the vehicle use of a typical multi-family housing project. Therefore, the proposed transportation development impact fee for seasonal employee housing is reduced by an additional 50%. In addition, no fee is recommended for Aquatics Facilities and Public Meeting Facilities because these projects are projected to have minimal impact on these facilities.

Second, when building permits are issued for a subdivision with model homes, a master plan check fee is charged for approval of the plans for each model home design. In the past, the City has not been charging a plan check fee for building permits for each individual home that is constructed after the master is approved. While the majority of plan check work is completed for the master plans, there is still staff work and costs involved in issuing each subsequent building permit. As a result, most jurisdictions charge what is referred to as a production plan check fee for each permit. It is proposed in the new fee schedule to establish a model home production plan check fee in the amount of \$150. This is based on the following estimate of staff time spent to process each permit:

- Administrative Assistant (Building Permit Technician) 1.5 hours
- Planning Assistant .5 hour
- Building Official .5 hour

Third, minor changes are recommended to update the cannabis permit fees. The permits have been amended to include the new permit types that have been approved by the City Council. In addition, to more accurately reflect costs associated with processing, administration and impacts, the initial permit fee is recommended to be divided into an application fee and the regulatory permit fee. The application fee is proposed to be charged based on actual time and materials in addition to a 5% administrative cost. This is consistent with the way most of the other permits processed by the Community Development Department

**CITY COUNCIL
CONSIDERATION OF AMENDMENT TO MASTER FEE SCHEDULE
AUGUST 28, 2018
PAGE 3 OF 4**

are charged. The permit fee will be the same as the renewal fee, which is \$7,500. This amount will cover the costs of ongoing inspections, issuance, and administration of the permits. Some limited costs for enforcement related activities are included.

There should be minimal overall impact to the fees. It is anticipated that this change may reduce the cost of the permits for applicants that submit thorough applications that require a minimum of review and may increase the cost for those that require multiple changes and corrections. It will also benefit applicants with multiple permits in a single facility where the review process can be streamlined. Please note that these projections do not include all cost impacts associated with cannabis business activities. It is anticipated that the remaining impacts will be addressed with revenues from the cannabis tax proceeds. It is requested that City Council provide direction if it is preferred to address these cost impacts through the regulatory fees.

Fourth, a fee is charged for processing permits for the installation of solar energy systems, which is not currently reflected on the fee schedule. The fee is established at the amount of \$450 based upon the City's costs. This amount is within the maximum amount allowed under State law.

Fifth, the building permit fees are charged based upon valuation, which are established by International Code Council tables. Cities' fees vary based on how often they update the International Code Council table, which are issued twice a year. Currently, King City's fees are set at 110% of the 2015 International Code Council. Setting the rate at above 100% is not a standard practice, and it complicates the work involved in calculating the fees. Staff recommends the City update to the most recent 2018 International Code Council table, but also establish the fee at 100%. The newer table increases the valuations, but lowering the fee to 100% would result in a net reduction. Staff believes the complications in how the rates have been structured have resulted in fees being calculated lower than they should have been in the past. Therefore, staff is not projecting a reduction in revenue from this change.

COST ANALYSIS:

When taking all these changes into consideration, staff projects the net impact to be revenue neutral.

ENVIRONMENTAL REVIEW:

The Master Fee Schedule adjustments are not a "project" for the purposes of the California Environmental Quality Act (CEQA) as they do not have the potential for resulting in either a direct physical change to the environment or a reasonably

**CITY COUNCIL
CONSIDERATION OF AMENDMENT TO MASTER FEE SCHEDULE
AUGUST 28, 2018
PAGE 4 OF 4**

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. Adopt the Resolution;
2. Make changes to the Master Fee Schedule and adopt the Resolution;
3. Direct staff to ensure all cost impacts to the City related to cannabis operations are calculated in the fee amounts;
4. Do not approve the update of the Master Fee Schedule;
5. Provide staff with other direction.

Exhibits:

1. Fee Calculations
2. Seasonal Employee Housing Project Development Impact Fee Methodology

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2018-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
APPROVING AN UPDATED MASTER FEE SCHEDULE

WHEREAS, the City of King maintains a Master Fee Schedule of all user fees; and

WHEREAS, the purpose of user fees is for users of services to pay the cost of providing that service; and

WHEREAS, the City reviews and updates the Master Fee Schedule on an annual basis to ensure that fees accurately reflect changes in costs to provide services; and

WHEREAS, the City Council has adopted new standards and regulations allowing housing projects designed for and dedicated to housing of seasonal employees, which result in impacts that differ from existing development impact fee categories and are measured based upon different unit sizes; and

WHEREAS, the City has completed an assessment and determined the appropriate fees for seasonal employee housing projects to address the share of impacts of these projects in proportion to other types of projects; and

WHEREAS, the City Council has determined plan check fees for production plan check of model homes are necessary to reimburse the City for costs associated with processing these plans and determined the accurate fee based upon actual costs for City staff to process each building permit application; and

WHEREAS, the City charges a fee for permits for installation of solar energy systems to reimburse the cost of processing said permits within the limits established by State law, which is based on actual City costs to process each permit; and

WHEREAS, the City Council has determined it would simplify the building permit process to update building permit fee evaluations to the 2018 International Code Council; and

WHEREAS, the City Council has adopted Ordinances allowing new types of cannabis business permits, including retail, distribution and microbusiness, and permit fees need to be expanded to include processing of permits for these new uses; and

WHEREAS, the City has re-examined the costs associated with cannabis business application and permit fees and has determined updated accurate fees based upon the actual City costs for processing and impacts to overall City operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves the Master Fee Schedule attached and included herein as Exhibit A to implement changes to development impact fees, building permit model home production plan check fees, building permit valuation table, solar energy system, and cannabis business application and permit fees.

This resolution was passed and adopted this **28th** day of **August, 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, Interim City Attorney

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Franchise Fees			
PG&E Electric Franchise Fee		2.00%	
CATV Franchise Fee		5.00%	
Refuse Franchise Fee		18.00%	
Cal Water Franchise Fee		2.00%	
City Hall Front Counter Fees			
Bicycle License		\$10.00	
Garage Sale Permit		\$15.00	
Returned Check Charge		\$40.00	
Rebiling Fee		\$5.00	
Copies - Black and White		\$.25 per page	
Copies - Color		\$1.50 per page	
San Antonio Park Vendor Fee	Annual	\$450.00	
Fireworks Sales Application	Annual	\$35.00	
Fireworks Stand Permit	Per stand per year	\$375.00	
Fireworks Stand Inspection outside normal business hours	As required	\$150.00	
Fireworks Sales Stand Deposit	Annual	\$1,000.00	
Public Works Permit Fees			
Staff Time			
Encroachment Permit - General		Actual Cost Plus 5% Administrative Fee	
Encroachment Permit - Electric and Gas Utilities	Annual/Service Improvements	\$375.00	
Encroachment Permit - Water Utilities	Annual/Service Improvements	\$5,000.00	
Encroachment Permit - Utilities	Major Trunkline Replacements	\$7,500.00	
Administration Services		Actual Cost	
Curb/Sidewalk/Driveway Review		Actual Cost	
Encroachment Permit - Sidewalk Repairs Due to Tree Damage		Actual Cost	\$300.00
		No Charge	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Police Department Fees			
Police Special Services			
False Alarm Fee	Third false alarm in 12 months	Actual Cost \$200.00	
	Fourth false alarm in 12 months	\$300.00	
	Fifth false alarm in 12 months	\$400.00	
	Additional false alarms in 12 months	\$500.00	
Finger Printing		\$20.00	
Tow Provider Application		\$75.00	
Vehicle Releases		\$150.00	
Immigration Letters		\$20.00	
Citation Sign Offs		\$15.00	
Room Rental	First hour	\$25.00	
	Each additional hour	\$15.00	
Special Event Permits	Event	\$27.00	Plus actual cost
DUI Response Charges		\$256.00	
Police Reports	First three pages	\$15.00	
	Each additional page	\$2.50	
	Maximum charge per report	\$30.00	
	Initial	\$125.00	
	Renewal	\$25.00	
Concealed Weapon Permit			
Animal Control Fees			
Licensing Fees (Spayed/Neutered)	1 month to 1 year	\$10.00	
	13 months to 2 years	\$15.00	
	25 months to 3 years	\$30.00	
	Seniors over 60 up to 3 years	\$9.00	
	1 month to 1 year	\$40.00	
	13 months to 2 years	\$50.00	
	25 months to 3 years	\$60.00	
Licensing Fees (Not Spayed/Neutered)			

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Animal Control Fees (Continued)			
Impound Fees (Spayed/Neutered)	First time	\$25.00	
	Second time	\$40.00	
	Third time	\$55.00	
Impound Fees (Not Spayed/Neutered)	First time	\$35.00	
	Second time	\$50.00	
	Third time	\$80.00	
		\$10.00	
Reclaiming of Impound			
Care and Feeding of Animals (Excludes medical care)	Per day	\$10.00	
	Per day	\$10.00	
Late fee for renewal license		\$20.00	
Euthanasia & Disposing of Animal	25 lbs. or less	\$63.00	
	26-50 lbs.	\$71.00	
	51 - 75 lbs.	\$79.00	
	76 - 100 lbs.	\$86.00	
	101 lbs. or more	\$94.00	
Adoption Charges (Does Not Include Spay/Neuter Surgery)			
Dog		\$10.00	
Cat		\$10.00	
Medical Care		Actual Cost	
Surrender Fee		\$50.00	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Community Development Department Fees			
Staff Time		Actual Cost Plus 5% Administrative Fee	
Annexation		Actual Cost	\$3,000.00
Appeals			
City Council		Actual Cost	\$250.00
Planning Commission		Actual Cost	\$250.00
Architectural Review			
New		Actual Cost	\$600.00
Amendment		Actual Cost	\$400.00
Cannabis Cultivation/Nursery/Manufacturing/Testing/Retail/Distribution/Microbusiness Permit			
Permit Application	Per Application	Actual Cost	
Permit Issuance and Renewal	Annual	\$7,500.00	
Certificate of Compliance		Actual Cost	\$300.00
Conditional Use Permit			
Remodel/Change of Use		Actual Cost	\$1,000.00
New Construction		Actual Cost	\$3,000.00
Amendment		Actual Cost	\$650.00
Special Event Use Permit		Actual Cost	\$300.00
Temporary Use Permit		Actual Cost	\$300.00
Mural Permit		Actual Cost	\$300.00
Condominium Conversion		Actual Cost	\$650.00
Development Agreement			
New		Actual Cost	\$5,000.00
Amendment		Actual Cost	\$3,000.00
Environmental Review			
Categorical Exemption		Actual Cost	\$100.00
Environmental Impact Report Admin		Actual Cost	\$500.00
Environmental Impact Report		Actual Cost	\$2,000.00
	Residential - Per Lot	Actual Cost	
	Other - Per Lot	Actual Cost	\$250.00

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Community Development Department Fees (continued)			
Environmental Impact Report Review			
Negative Declaration Fee		Actual Cost	\$600.00
Mitigated Negative Declaration Fee		Actual Cost	\$800.00
Negative Declaration Fish & Game		Actual Cost	\$100.00
Filing Fee with County Clerk		Actual Cost	
General Plan Amendment		Actual Cost	\$2,000.00
General Plan Consistency Review		Actual Cost	\$300.00
Home Occupation Permit		\$150.00	
Interpretation from City Council of Planning Commission		Actual Cost	\$300.00
Landscaping Plan Review		Actual Cost	\$300.00
Lot Line Adjustment		Actual Cost	\$500.00
Miscellaneous Items			
Fence/Wall Review		Actual Cost	\$100.00
Radius Map and Mailing (Noticing)		Actual Cost	\$250.00
Records Research Fee		Actual Cost	\$100.00
Plot Plan Review			
Major Plot Plan Review		Actual Cost	\$600.00
Minor Plot Plan Review		Actual Cost	\$300.00
Pre Application Review		Actual Cost	\$300.00
Specific Plan and Planned Development			
New		Actual Cost	\$3,500.00
Amendment		Actual Cost	\$1,000.00
Planned Development		Actual Cost	\$1,000.00
Sign Permit			
Individual Permanent Sign		Actual Cost	\$300.00
Master Sign Program		Actual Cost	\$462.00
Temporary Sign Permit		Actual Cost	\$100.00
Penalty for No Sign Permit		Actual Cost	\$300.00

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Community Development Department Fees (continued)			
Sphere of Influence Amendment		Actual Cost	\$3,200.00
Subdivision		Actual Cost	\$5,000.00
Tentative Tract Map and Parcel Maps			
Vesting		Actual Cost	\$2,000.00
Non-Vesting		Actual Cost	Plus \$30.00 per lot
Time Extensions		Actual Cost	\$2,000.00
Variance		Actual Cost	Plus \$50.00 per lot
Zoning Change Text & Map		Actual Cost	\$300.00
New		Actual Cost	\$750.00
Pre-Zoning Request		Actual Cost	\$2,000.00
		Actual Cost	\$600.00
Building Department Fees			
Staff Time			
Minimum Permit Fee	Per Permit	Actual Cost Plus 5% Administrative Fee	
Certificate of Occupancy		\$100.00	
Building Permit Fees		\$180.00	
Plan Check Fees	Per Permit Based on Valuation	2018 International Code Council	
Model Home Production Plan Check Fee	Per Permit Based on Valuation	2018 International Code Council	
Permit Issuance Fee	Per Permit	\$150.00	
Building Permit Training Surcharge	Per Permit	\$100.00	
Minor Building, Electrical and Plumbing Permit	Per Permit	\$15.00	
Solar Energy Installation	Per Permit	\$60.00	
Re-Roof Fee	Per Permit	\$450.00	
Buildup, Shingle or Wood Shake		\$170.00	
Concrete Tile, Clay Tile or Metal		\$285.00	
Fence or Wall Over 6 Feet High	Linear foot	\$5.00	
Property Inquiry Fee	Per Inquiry	\$65.00	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Building Department Fees (continued)			
Annual Fire Inspection	Per Inspection and One Re-Inspection	\$200.00	
Fire Re-Inspection	Per Inspection After First Two	\$125.00	
Demolition Permit		Actual Cost	\$150.00
Building Moving Fee		Actual Cost	\$350.00
Street Address Change		\$50.00	
Waste Reduction and Recycling Plan Fee	Per Building	\$125.00	
	Per Subdivision	\$300.00	
Recreation Department Fees			
Adult Sports			
Men's Basketball	Season per team	\$420.00	
CoEd Volleyball	Season per team	\$200.00	
	Individual per season	\$18.00	
CoEd Softball	Season per team	\$295.00	
	Individual per season	\$18.00	
Adult Recreation League	Month	\$20.00	
After School Sports Club	Year	\$10.00	
	Drop-in	\$1.00	
	Late Fee - Percentage of Registration	20.00%	
Aquatic Center			
Open Rec Swim	Day	\$2.50	
6 years and under	Day	\$3.00	
6 years and older	10 visits	\$25.00	
Pass			
Lap Swim (16 years and older)	Daily	\$3.00	
	10 visits	\$25.00	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Recreation Department Fees (continued)			
Summer Swim Pass			
Individual	Season	\$75.00	
Family (immediate family up to 4)	Season	\$250.00	
Each individual family member over 4		\$25.00	
Swim Lessons			
Private	45 minutes	\$30.00	
Semi-private	45 minutes	\$20.00	
Group	45 minutes	\$50.00	
Late Fee - Swim Lesson Registration	Percent of registration fee	20.00%	
Summer Day Camp (6-13 year olds)	Day	\$10.00	
	Week	\$50.00	
Basketball - Girls and Boys	Child per season	\$60.00	
	2 children per season	\$100.00	
	3 children per season	\$130.00	
Facility/Amenity Rentals			
Recreation Center	Hour Non-Profit	\$15.00	
	Hour Private	\$55.00	
Security Deposit	Event - Before 5:00 p.m. and no alcohol	\$50.00	
	Event - After 5:00 p.m. and/or alcohol	\$200.00	
Set Up Fee	Day	\$75.00	
Security Fee Per Guard	Hour	\$25.00	
Joint Facility Agreement With Other Public Agencies	Day	\$0	
Concession Stands - Centennial/Arena/SAP	Day Private	\$102.00	
Equipment			
Dunk Tank	Day Non-Profit	\$50.00	
	Day Private	\$60.00	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Recreation Department Fees (continued)			
Aquatic Complex			
Wade Pool	Hour Non-Profit	\$40.00	
	Hour Private	\$52.00	
Dive Pool	Hour Non-Profit	\$80.00	
	Hour Private	\$100.00	
Lap Pool	Hour Non-Profit	\$80.00	
	Hour Private	\$100.00	
Slide Pool	Hour Non-Profit	\$100.00	
	Hour Private	\$120.00	
Additional Supervision	Hour	Actual Cost	
Field Reservations			
Ballfields w/o Lights - Games/Tournaments	Hour Non-Profit	\$20.00	
	Hour Private	\$25.00	
Ballfields w/Lights - Games/Tournaments	Hour Non-Profit	\$28.00	
	Hour Private	\$30.00	
Ballfields w/o Lights - Practice	Hour Non-Profit	\$3.50	
	Hour Private	\$6.00	
Ballfields w/Lights - Practice	Hour Non-Profit	\$12.00	
	Hour Private	\$20.00	
Soccer-Multi-Sports Fields w/o Lights	Hour Non-Profit	\$20.00	
	Hour Private	\$25.00	
Soccer-Multi-Sports Fields w/Lights	Hour Non-Profit	\$25.00	
	Hour Private	\$30.00	
Use of City Park for Major Events	Day	\$160.00	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Recreation Department Fees (continued)			
Shelter/Picnic Reservations			
Picnic Shelters			
	Day Non-Profit	\$40.00	
	Day Private	\$80.00	
Electricity			
	Event Non-Profit	\$7.00	
	Event Private	\$12.00	
Park Open Spaces			
	Day Non-Profit	\$12.00	
	Day Private	\$125.00	
Volleyball Court			
	Day Non-Profit	\$6.00	
	Day Private	\$30.00	
Raquetball (Access up to four)			
	Year	\$110.00	
	Quarter	\$30.00	
	Month	\$10.00	
	Day	\$2.00	
Soccer			
	Child per season	\$60.00	
	2 children per season	\$100.00	
	3 children per season	\$130.00	
Softball - Girls			
	Child per season	\$60.00	
	2 children per season	\$100.00	
	3 children per season	\$130.00	
Miscellaneous Fees			
Personnel			
	Hour		Actual Cost Plus 5% Administrative Fee

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Airport Fees			
T-Hanger	Monthly	\$130.00	
Tie Down	Monthly	\$42.00	
Office Space	Monthly	\$54.00	
Commercial Operators	Monthly	\$54.00	
	Each additional aircraft	\$42.00	
Crop Dusting	Monthly	\$68.00	
	Daily	\$12.00	
Crop Dusting Storage Area	Monthly	\$54.00	
Airplane/Helicopter Transit Fee	Daily	\$8.00	
Vehicle Transit Fee	Monthly	\$22.00	
Major Temporary Staging Operation	Daily	\$200.00	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested as of August 21, 2010			
Law Enforcement Facilities			
Single Family Dwelling	Unit	\$881.22	
Multiple Family Dwelling	Unit	\$249.16	
Mobile Home Dwelling	Unit	\$251.45	
Commercial Lodging Unit	Unit	\$2,130.47	
Commercial	Square foot	\$0.40	
Industrial	Square foot	\$0.01	
Fire Protection Facilities			
Single Family Dwelling	Unit	\$865.22	
Multiple Family Dwelling	Unit	\$692.64	
Mobile Home Dwelling	Unit	\$692.64	
Commercial Lodging Unit	Unit	\$376.03	
Commercial	Square foot	\$0.57	
Industrial	Square foot	\$0.16	
Bridges Signals and Thoroughfares			
Single Family Dwelling	Unit	\$2,181.91	
Multiple Family Dwelling	Unit	\$1,385.26	
Mobile Home Dwelling	Unit	\$1,098.38	
Commercial Lodging Unit	Unit	\$1,160.10	
Commercial	Square foot	\$5.30	
Industrial	Square foot	\$0.87	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested as of August 21, 2010 (continued)			
Storm Drainage Facilities			
Single Family Dwelling	Unit	\$521.29	
Multiple Family Dwelling	Unit	\$246.92	
Mobile Home Dwelling	Unit	\$289.22	
Commercial Lodging Unit	Unit	\$181.77	
Commercial	Square foot	\$0.30	
Industrial	Square foot	\$0.25	
General Government Facilities			
Single Family Dwelling	Unit	\$757.79	
Multiple Family Dwelling	Unit	\$757.79	
Mobile Home Dwelling	Unit	\$757.79	
Commercial Lodging Unit	Unit	\$757.79	
Commercial	Square foot	\$0.32	
Industrial	Square foot	\$0.32	
Library Expansion Facilities			
Single Family Dwelling	Unit	\$500.61	
Multiple Family Dwelling	Unit	\$533.76	
Mobile Home Dwelling	Unit	\$494.90	
Commercial Lodging Unit	Unit	-	
Commercial	Square foot	-	
Industrial	Square foot	-	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested as of August 21, 2010 (continued)			
Public Meeting Facilities			
Single Family Dwelling	Unit	\$705.21	
Multiple Family Dwelling	Unit	\$754.35	
Mobile Home Dwelling	Unit	\$697.21	
Commercial Lodging Unit	Unit	-	
Commercial	Square foot	-	
Industrial	Square foot	-	
Aquatic Center Facilities			
Single Family Dwelling	Unit	\$697.21	
Multiple Family Dwelling	Unit	\$746.35	
Mobile Home Dwelling	Unit	\$690.35	
Commercial Lodging Unit	Unit	-	
Commercial	Square foot	-	
Industrial	Square foot	-	
Park and Open Space Acquisition			
Single Family Dwelling	Unit	\$3,675.75	
Multiple Family Dwelling	Unit	\$3,932.91	
Mobile Home Dwelling	Unit	\$3,639.17	
Commercial Lodging Unit	Unit	-	
Commercial	Square foot	-	
Industrial	Square foot	-	

KING CITY MASTER FEE SCHEDULE
Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested as of August 21, 2010 (continued)			
Total Impact Fees			
Single Family Dwelling	Unit	\$11,152.92	
Multiple Family Dwelling	Unit	\$9,615.32	
Mobile Home Dwelling	Unit	\$8,903.88	
Commercial Lodging Unit	Unit	\$4,762.77	
Commercial	Square foot	\$7.13	
Industrial	Square foot	\$1.66	
Impact Fees for Projects Vested after August 21, 2010			
Law Enforcement Facilities			
Single Family Dwelling	Unit	\$847.64	
Multiple Family Dwelling	Unit	\$134.88	
Mobile Home Dwelling	Unit	\$85.08	
Commercial Lodging Unit	Unit	\$193.50	
Seasonal Employee Housing	Bed	\$10.64	
Commercial	Square foot	\$0.373	
Industrial	Square foot	\$0.003	
Storage Units	Square foot	\$0.206	
Fire Protection Facilities			
Single Family Dwelling	Unit	\$693.57	
Multiple Family Dwelling	Unit	\$533.80	
Mobile Home Dwelling	Unit	\$351.72	
Commercial Lodging Unit	Unit	\$0.216	
Seasonal Employee Housing	Bed	\$66.73	
Commercial	Square foot	\$0.160	
Industrial	Square foot	\$0.010	
Storage Units	Square foot	\$0.010	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested after August 21, 2010 (continued)			
Bridges Signals and Thoroughfares			
Single Family Dwelling	Unit	\$3,829.42	
Multiple Family Dwelling	Unit	\$2,556.40	
Mobile Home Dwelling	Unit	\$2,003.42	
Commercial Lodging Unit	Unit	\$2,014.31	
Seasonal Employee Housing	Bed	\$159.78	
Commercial	Square foot	\$4.635	
Industrial	Square foot	\$2.502	
Storage Units	Square foot	\$1.096	
Storm Drainage Facilities			
Single Family Dwelling	Unit	\$1,321.50	
Multiple Family Dwelling	Unit	\$475.00	
Mobile Home Dwelling	Unit	\$526.00	
Commercial Lodging Unit	Unit	\$240.50	
Seasonal Employee Housing	Bed	\$59.38	
Commercial	Square foot	\$0.452	
Industrial	Square foot	\$0.365	
Storage Units	Square foot	\$0.246	
General Government Facilities			
Single Family Dwelling	Unit	\$582.50	
Multiple Family Dwelling	Unit	\$582.50	
Mobile Home Dwelling	Unit	\$582.50	
Commercial Lodging Unit	Unit	\$161.50	
Seasonal Employee Housing	Bed	\$72.81	
Commercial	Square foot	\$0.204	
Industrial	Square foot	\$0.204	
Storage Units	Square foot	\$0.204	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

	Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested after August 21, 2010 (continued)				
Wastewater Collection System				
Single Family Dwelling		Unit	\$2,463.03	
Multiple Family Dwelling		Unit	\$1,458.73	
Mobile Home Dwelling		Unit	\$1,458.73	
Commercial Lodging Unit		Unit	\$552.99	
Seasonal Employee Housing		Bed	\$182.34	
Commercial		Square foot	\$0.668	
Industrial		Square foot	\$1.002	
Storage Units		Square foot	\$0.362	
Wastewater Treatment Plant				
Single Family Dwelling		Unit	\$4,523.50	
Multiple Family Dwelling		Unit	\$2,679.86	
Mobile Home Dwelling		Unit	\$2,679.86	
Commercial Lodging Unit		Unit	\$1,014.68	
Seasonal Employee Housing		Bed	\$334.98	
Commercial		Square foot	\$1.227	
Industrial		Square foot	\$1.841	
Storage Units		Square foot	\$0.666	
Public Meeting Facilities				
Single Family Dwelling		Unit	\$946.500	
Multiple Family Dwelling		Unit	\$1,027.000	
Mobile Home Dwelling		Unit	\$980.500	
Commercial Lodging Unit		Unit	-	
Seasonal Employee Housing		Bed	-	
Commercial		Square foot	-	
Industrial		Square foot	-	
Storage Units		Square foot	-	

KING CITY MASTER FEE SCHEDULE

Effective 9/1/2018

	Fee	Per Unit	Fee	Minimum
Impact Fees for Projects Vested after August 21, 2010 (continued)				
Aquatic Center Facilities				
Single Family Dwelling		Unit	\$343.00	
Multiple Family Dwelling		Unit	\$371.00	
Mobile Home Dwelling		Unit	\$355.00	
Commercial Lodging Unit		Unit	-	
Seasonal Employee Housing		Bed	-	
Commercial		Square foot	-	
Industrial		Square foot	-	
Storage Units		Square foot	-	
Park and Open Space Acquisition				
Single Family Dwelling		Unit	\$3,323.50	
Multiple Family Dwelling		Unit	\$3,602.50	
Mobile Home Dwelling		Unit	\$3,442.00	
Commercial Lodging Unit		Unit	-	
Seasonal Employee Housing		Bed	\$450.31	
Commercial		Square foot	-	
Industrial		Square foot	-	
Storage Units		Square foot	-	
Total Impact Fees				
Single Family Dwelling		Unit	\$18,874.16	
Multiple Family Dwelling		Unit	\$13,421.67	
Mobile Home Dwelling		Unit	\$12,464.81	
Commercial Lodging Unit		Unit	\$4,177.69	
Seasonal Employee Housing		Bed	\$886.66	
Commercial		Square foot	\$7.72	
Industrial		Square foot	\$5.93	
Storage Units		Square foot	\$2.79	

FEE CALCULATIONS

Model Home Production Plan Check Fee

Average time dedicated for processing plans and permits for model homes when the plan check for the master plans have previously been approved include the following:

Administrative Assistant	1.5 hour @ \$38.72 per hour	\$58.08
Planning Assistant	.5 hour @ \$65.14 per hour	\$32.57
Building Official	.5 hour @ \$125 per hour	<u>\$62.50</u>
Total		\$153.15

Proposed Fee: \$150

Solar Installation

Average time dedicated for processing plans and permits for solar energy system installations include the following:

Administrative Assistant (Process)	1 hour @ \$38.72 per hour	\$38.72
Building Official (Plan Check)	1.5 hours @ \$125 per hour	\$187.50
Building Official (Inspection)	1.5 hours @ \$125 per hour	\$187.50
Administrative Assistant (Issuance)	1 hour @ \$38.72 per hour	<u>\$38.72</u>
Total		\$452.44

Proposed Fee: \$450

Cannabis Regulatory License Fees

Costs associated with issuing, administering, inspecting and enforcing cannabis operational licenses include the following:

Principal Planner	16 hours @ \$125 per hour	\$2,000.00
City Manager	1 hours @ \$117.10 per hour	\$117.10
Administrative Assistant	1 hour @ \$38.72 per hour	\$38.72
Police Officer Response Calls	7 hours @ \$49.00	\$343.00
HdL Companies		<u>\$5,000.00</u>
Total		\$7,498.82

HdL Companies costs include projected costs for a mid-year Level 1 inspection, year-end Level 2 inspection and ongoing consultation.

Proposed Fee: \$7,500

**SEASONAL EMPLOYEE HOUSING PROJECTS
DEVELOPMENT IMPACT FEE CALCULATION METHODOLOGY**

- Impacts from development of seasonal employee housing projects differ from other residential projects. There are three primary significant differences. First of all, since the workers are transitory, less vehicles associated with the projects and impacts on transportation systems are forecasted. Second, since seasonal employees are transitory and due to the nature of their work schedules, tenants are projected to require less usage of certain City facilities. Third, a number of seasonal employee housing types are allowed, such as dormitory style buildings. Therefore, it is difficult to base fees on traditional units since the definition of unit in each project will vary.
- The City's Ordinance establishing standards for seasonal employee housing projects utilized beds rather than units as the measurement to determine requirements. Therefore, to be consistent, fees are recommended to be calculated by number of beds.
- The Ordinance utilizes 8 beds as the standard for comparison to a multi-family unit. Therefore, the proposed fees are calculated by dividing the multi-family housing unit fee by 8 for each development impact fee.
- The Ordinance calculated parking requirements based on projections that the projects would generate 50% of the vehicle use of a typical multi-family housing project. Therefore, the proposed transportation development impact fee for seasonal employee housing is reduced by an additional 50%.
- No fee is recommended for Aquatics Facilities because it is anticipated that minimal use of the City pool complex will result from seasonal employee housing projects. This is largely due to the fact that seasonal employee housing projects will normally not house any youth aged individuals and the majority of pool usage involves children and teens.
- No fee is recommended for Public Meeting Facilities because it is anticipated that minimal use of City meeting facilities will result from seasonal employee housing projects, particularly since they will be required to provide common internal space in each of the projects.



Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: AUGUST 28, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, DIRECTOR OF FINANCE

RE: CONSIDERATION OF RESOLUTION 2018-4658 AUTHORIZING THE ISSUANCE OF CITY OF KING CITY (MONTEREY COUNTY, CALIFORNIA) TAXABLE WASTEWATER REFUNDING REVENUE BONDS, SERIES 2018, APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AN ESCROW AGREEMENT AND A BOND PURCHASE AGREEMENT AND AUTHORIZING ACTIONS RELATED THERETO

RECOMMENDATION:

Staff recommends the City Council adopt the Resolution authorizing the issuance of City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018, approving the form and authorizing execution of an Indenture of Trust, an Escrow Agreement and a Bond Purchase Agreement and Authorizing actions related thereto.

BACKGROUND:

In September of 2009, the King City Public Financing Authority issued Refunding Certificates of Participation in the amount of \$4,990,000, of which \$4,245,000 is currently outstanding. A scheduled principal payment due on September 1st will reduce the outstanding amount to \$4,135,000. Due to current market interest rates which have remained near historic low levels, the City can now generate an estimated total debt service savings of approximately \$851,000 by issuing a refunding bond issue (the "2018 Bonds"), which will refund (repay) all outstanding 2009 Bonds, at the first available call date of September 1, 2019.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION 2018-4658 AUTHORIZING THE
ISSUANCE OF CITY OF KING (MONTEREY COUNTY, CALIFORNIA)
TAXABLE WASTEWATER REFUNDING REVENUE BONDS, SERIES 2018,
APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN
INDENTURE OF TRUST, AN ESCROW AGREEMENT AND A BOND
PURCHASE AGREEMENT AND AUTHORIZING ACTIONS RELATED
THERE TO
AUGUST 28, 2018
PAGE 2 OF 4**

DISCUSSION:

The 2018 Bonds would be sold through a “private placement” transaction to Flagstar Bank (the “Purchaser”). Even though the 2009 Bonds are not callable for the first time until September 1, 2019, issuing refunding bonds now in the current low interest rate environment will provide overall debt service savings.

The Purchaser has agreed to provide two interest rates: a) a taxable rate of 4.81% through June 1, 2019 when the 2009 Bonds could be called on a “current” basis 90 days before the first call date; and b) a tax-exempt rate of 3.80% that will be effective, upon conversion, after June 1, 2019 and continue through to the final maturity date of September 1, 2038.

This “cinderella” structure converts the initial taxable rate of 4.81% to a tax-exempt rate of 3.80% on June 1, 2019 in order to allow the City to take advantage of the current low interest rates and mitigate the interest rate risk of waiting until next year to refund the bonds. The current outstanding 2009 Bonds have an interest rate of 5.60% for the bonds with the longest maturity dates.

The net proceeds of the 2018 Bonds would be placed into a refunding escrow account at bond closing, for the purpose of making interest payments due on the 2009 Bonds until the first available call date on 9/1/2019, at which time all outstanding principal would be repaid. The 2009 bonds will be legally “defeased” at bond closing and no longer be the responsibility of the City due to the refunding escrow fund being in place.

Per the attached Resolution, the City is being asked to approve the form of the Indenture of Trust, an Escrow Agreement, and a Bond Purchase Agreement. The Indenture of Trust defines the payment terms and conditions of the 2018 Bonds, and establishes the funds and accounts that will be held by the Trustee (Wells Fargo Bank) on behalf of the City.

The Escrow Agreement will establish the Escrow Account that will be used to repay interest on the 2009 Bonds until 9/1/2019, at which time the total outstanding principal amount of the 2009 Bonds will be repaid. The Bond Purchase Agreement details the terms and conditions under which the Purchaser will purchase the 2018 Bonds, including the terms of the conversion to the tax-exempt interest rate on June 1, 2019.

CITY COUNCIL

**CONSIDERATION OF RESOLUTION 2018-4658 AUTHORIZING THE
ISSUANCE OF CITY OF KING (MONTEREY COUNTY, CALIFORNIA)
TAXABLE WASTEWATER REFUNDING REVENUE BONDS, SERIES 2018,
APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN
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PURCHASE AGREEMENT AND AUTHORIZING ACTIONS RELATED
THERETO**

AUGUST 28, 2018

PAGE 3 OF 4

The Resolution also approves the Finance Team of Quint & Thimmig LLP as Bond Counsel, Urban Futures, Inc. as Municipal Advisor, and Hilltop Securities Inc. as Placement Agent, and authorizes the City Manager to execute agreements with the Finance Team members for their respective services. The forms of the related documents are on file with the City Clerk. Doug Anderson from Urban Futures, Inc. will be at the meeting to answer any questions.

COST ANALYSIS:

By refunding the 2009 Bonds, the City can generate an estimated total debt service savings of approximately \$851,000, net of all costs of issuance (costs of issuance will be paid from bond proceeds, at bond closing). The repayment of principal and interest on the 2018 Bonds will be payable from net revenues (which is gross revenues, less operation and maintenance expenses) of the wastewater system.

Pursuant to Government Code Section 5852.1 (which became effective January 1, 2018), the following good faith estimates (as obtained by the issuer from an underwriter, financial adviser, or private lender) must be disclosed at a public meeting before the governing body's authorization of the issuance of bonds with a term greater than 13 months:

1. True Interest Cost of the 2018 Bonds
 - A. (assuming interest rate conversion): **3.906%**
 - B. (without interest rate conversion): **4.810%**
2. Finance charge of the 2018 Bonds, being the sum of all fees and charges paid to third parties, will be approximately **\$125,000.**
3. Proceeds of the 2018 Bonds (net of costs in item 2. above): **\$3,920,969**
4. Total payment amount for the 2018 Bonds, being the sum of all debt service to be paid until final maturity:
 - A. (assuming interest rate conversion): **\$5,897,853**
 - B. (without interest rate conversion): **\$6,339,919**

**CITY COUNCIL
CONSIDERATION OF RESOLUTION 2018-4658 AUTHORIZING THE
ISSUANCE OF CITY OF KING (MONTEREY COUNTY, CALIFORNIA)
TAXABLE WASTEWATER REFUNDING REVENUE BONDS, SERIES 2018,
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AUGUST 28, 2018
PAGE 4 OF 4**

ENVIRONMENTAL REVIEW:

The bond refinancing 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 Council consideration:

1. Adopt the Resolution;
2. Request staff to pursue changes in the Resolution;
3. Do not adopt the Resolution; or
4. Provide other direction to staff.

Exhibits:

1. Resolution No. 2018-4658
2. Bond Purchase Rate Lock Agreement
3. Escrow Agreement
4. Bond Indenture

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

CITY OF KING CITY**RESOLUTION NO. 2018-4658****RESOLUTION AUTHORIZING THE ISSUANCE OF CITY OF KING CITY (MONTEREY COUNTY, CALIFORNIA) TAXABLE WASTEWATER REFUNDING REVENUE BONDS, SERIES 2018, APPROVING THE FORM AND AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AN ESCROW AGREEMENT AND A BOND PURCHASE AGREEMENT AND AUTHORIZING ACTIONS RELATED THERETO**

RESOLVED, by the City Council (the "Council") of the City of King City (the "City"), as follows:

WHEREAS, the City has previously caused the execution and delivery of the \$4,990,000 King City Public Financing Authority 2009 Refunding Certificates of Participation, of which \$4,245,000 remains outstanding (the "2009 Certificates"), pursuant to a trust agreement, dated as of April 1, 2009, by and among the King City Public Financing Authority (the "Authority"), the City and Wells Fargo Bank, National Association, as trustee (the "Trustee"), for the purpose of refunding certain certificates of participation delivered in 2007 to finance improvements to the City's municipal wastewater enterprise (the "Wastewater System");

WHEREAS, principal and interest with respect to the 2009 Certificates is paid from revenues comprised of payments (the "Installment Payments") made by the City under an installment sale agreement, dated as April 1, 2009, by and between the Authority and the City, which Installment Payments are derived from the net revenues of the Wastewater System;

WHEREAS, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") authorizes the City to issue its refunding bonds for the purpose of refunding obligations of the City;

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the interests of the City at this time to provide for the issuance of bonds under the Refunding Bond Law to provide for the payment and prepayment of the Installment Payments and refunding of the 2009 Certificates;

WHEREAS, to that end, the City has determined to issue its City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018 (the "2018 Bonds"), pursuant to an indenture of trust (the "Indenture"), by and between the City and the Trustee;

WHEREAS, the 2018 Bonds will be secured by a pledge of the net revenues generated by the Wastewater System;

WHEREAS, Flagstar Bank, FSB (the "Purchaser") has proposed to purchase the 2018 Bonds; and

WHEREAS, the Council has duly considered such transactions and wishes at this time to approve said transactions in the public interests of the City;

NOW, THEREFORE, it is hereby ORDERED and DETERMINED, as follows:

SECTION 1. Determination to Carry Out Refunding. The Council hereby determines to carry out the issuance and sale of the 2018 Bonds, the payment and prepayment of the Installment Payments and the refunding of the 2009 Certificates.

SECTION 2. Issuance of the 2018 Bonds; Approval of Indenture.

(a) The Council hereby authorizes the issuance of the 2018 Bonds.

(b) The 2018 Bonds shall be issued pursuant to the Indenture. The Council hereby approves the Indenture in the form on file with the City Clerk, together with such non-material additions thereto and changes therein as the Mayor, the Vice Mayor, the City Manager or the Finance Director, or any designee thereof (the "Designated Officers"), shall deem necessary, desirable or appropriate, the execution of which by the City shall be conclusive evidence of the approval of any such non-material additions and changes. The Designated Officers, each acting alone, are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Indenture for and in the name and on behalf of the City. The Council hereby authorizes the delivery and performance of the Indenture.

SECTION 3. Approval of Escrow Agreement. The Council hereby approves the escrow agreement (the "Escrow Agreement"), by and between the City and Wells Fargo Bank, National Association, as escrow bank (the "Escrow Bank"), in the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by any Designated Officer, desirable or appropriate, the execution of which by a Designated Officer shall be conclusive evidence of the approval of any such non-material additions and changes. The Designated Officers, each acting alone, are hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest to, the final form of the Escrow Agreement for and in the name and on behalf of the City. The Council hereby authorizes the delivery and performance of the Escrow Agreement.

SECTION 4. Sale of 2018 Bonds; Approval of Bond Purchase and Rate Lock Agreement. The Council hereby approves the sale of the 2018 Bonds by negotiation with the Purchaser pursuant to a bond purchase and rate lock agreement (the "Bond Purchase and Rate Lock Agreement") in the form on file with the City Clerk, together with such non-material additions thereto and changes therein as a Designated Officer shall deem necessary, desirable or appropriate, the execution of which by the City shall be conclusive evidence of the approval of any such non-material additions and changes, so long as the debt service on the 2018 Bonds, as compared to the debt service with respect to the 2009 Certificates, provides net present value savings to the City of at least 5%. The Designated Officers, each acting alone, are hereby authorized and directed to execute the final form of the Bond Purchase and Rate Lock Agreement for and in the name and on behalf of the City upon the submission of an offer by the Purchaser

to purchase the 2018 Bonds, which offer is acceptable to a Designated Officer and consistent with the requirements of this Resolution.

SECTION 5. Consultants. The firm of Urban Futures Inc. is hereby affirmed as municipal advisor to the City for the financing (the "Municipal Advisor"), the firm of Quint & Thimmig LLP is hereby affirmed as bond counsel to the City for the Bonds ("Bond Counsel") and the firm of Hilltop Securities Inc. is hereby affirmed as placement agent for the financing (the "Placement Agent"). The City Manager is hereby authorized and directed to execute and deliver an agreement with the Municipal Advisor for its services related to the financing, an agreement with Bond Counsel for its services related to the financing and an agreement with the Placement Agent for its services related to the financing, each such agreement to be in the respective forms to be filed with the City Clerk.

SECTION 6. Official Actions. The Mayor, the Vice Mayor, the City Manager, the Finance Director, the City Clerk and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale of the 2018 Bonds and the consummation of the transactions as described herein.

SECTION 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

This resolution is hereby approved and adopted at a regular meeting of the City Council of the City of King City held on August 28, 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

Quint & Thimmig LLP

08/06/18
08/15/18

\$ _____
CITY OF KING CITY
(Monterey County, California)
Taxable Wastewater Refunding Revenue Bonds, Series 2018

BOND PURCHASE AND RATE LOCK AGREEMENT

August 29, 2018

City of King City
212 South Vanderhurst Avenue
King City, CA 93930

Ladies and Gentlemen:

Flagstar Bank, FSB (the "Purchaser"), offers to enter into this Bond Purchase and Rate Lock Agreement (the "Bond Purchase Agreement") with the City of King City (the "City"), which will be binding upon the City and the Purchaser upon the acceptance hereof by the City. This offer is made subject to its acceptance by the City by execution of this Bond Purchase Agreement and its delivery to the Purchaser on or before 5:00 P.M., California time, on the date hereof.

Terms not otherwise defined herein shall have the same meanings as set forth in the Indenture, described below.

1. *Purchase and Sale.* Upon the terms and conditions and in reliance upon the representations, warranties and covenants herein, the City hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the City, all (but not less than all) of the \$_____ City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018 (the "Bonds"), at the purchase price of \$_____ (the "Purchase Price"), being the principal amount of the Bonds. The Purchase Price will be delivered on the Closing Date (as defined in Section 6 below), to Wells Fargo Bank, National Association, as trustee (the "Trustee"), on behalf of the City.

The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City and the Purchaser; (ii) in connection with such transaction, including the process leading thereto, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the City; (iii) the Purchaser has neither assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Purchaser has financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The City hereby acknowledges receipt from Hilltop Securities Inc. as placement agent (the "Placement Agent"), of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012)), relating to disclosures concerning the Placement Agent's role in the transaction, disclosures concerning the Placement Agent's compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any.

The Bonds shall be dated the Closing Date, shall bear interest at the rate, shall mature on the date and in the principal amount and shall be subject to redemption, all as set forth in the attached Exhibit A.

The Bonds are authorized pursuant to the provisions of sections 53570 *et seq.* and 53580 *et seq.* of the California Government Code, a resolution adopted by the City Council of the City on August 28, 2018 (the "Bond Resolution"), and an Indenture of Trust (the "Indenture"), dated as of September 1, 2018, by and between the City and Wells Fargo Bank, National Association (the "Trustee"). The Bonds are being issued to provide funds to (i) refund the outstanding King City Public Financing Authority 2009 Refunding Certificates of Participation (the "2009 Certificates"), which were delivered for the purpose of refunding certain certificates of participation delivered in 2007 to finance improvements to the City's municipal wastewater enterprise (the "Wastewater System"), (ii) fund a bond reserve fund, and (iii) pay the costs of issuing the Bonds.

The Bonds are payable from a pledge of the net revenues of the Wastewater System on a parity with any parity obligations issued or incurred by the City in the future.

Pursuant to an escrow agreement (the "Escrow Agreement"), by and between the City and Wells Fargo Bank, National Association as escrow bank (the "Escrow Bank"), provision will be made for the defeasance of the 2009 Certificates.

Issuance of the Bonds and execution of this Bond Purchase Agreement, the Indenture and the Escrow Agreement was approved by the Bond Resolution. The Indenture, the Escrow Agreement and this Bond Purchase Agreement are referred to herein collectively as the "Financing Agreements." All capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Indenture.

2. *Private Placement.*

(a) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the purchase of the Bonds.

(b) The Purchaser is acquiring the Bonds for its own account (or that of its consolidated taxpayer group) and not with a current view to, or for sale in connection with, any distribution thereof or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and the Purchaser has no current intention of reselling or otherwise disposing of the Bonds *provided, however*, such representation shall not preclude the Purchaser from participating, transferring or selling of the Bonds in accordance with the provisions of the Indenture. The Purchaser is not acting in a broker-dealer capacity in connection with its purchase of the Bonds. The Purchaser has required as a condition to the purchase of the Bonds that no application be made to make the Bonds DTC eligible.

(c) The Purchaser has made its own credit inquiry and analysis with respect to the City and the Bonds and has made an independent credit decision based upon such inquiry and analysis and in reliance on the truth, accuracy, and completeness of the representations and warranties of the City set forth in the Indenture and in the information set forth in any materials submitted to the Purchaser by the City. The City has furnished to the Purchaser all the information which the Purchaser has requested of the City as a result of the Purchaser having attached significance thereto in making its decision with respect to the Bonds, and the Purchaser has had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the City and the Bonds. The Purchaser is able and willing to bear the economic risk of the purchase and ownership of the Bonds.

(d) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(e) The Purchaser has authority to purchase the Bonds and to execute any instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The undersigned is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the representations and warranties contained herein on behalf of the Purchaser.

(f) The Purchaser acknowledges that the Bonds are transferable with certain requirements, as described in the Indenture. The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the City has not undertaken to provide any continuing disclosure with respect to the Bonds but that the City has agreed to provide other ongoing information to the Purchaser as set forth in the Indenture and related documents.

3. *Closing.* On September 12, 2018, or at such other date as shall have been mutually agreed upon by the City and the Purchaser (the "Closing Date"), the City will deliver or cause to be delivered the Bonds to the Purchaser, and the City shall deliver or cause to be delivered to the Purchaser the certificates, opinions and documents hereinafter mentioned, each of which shall be dated as of the Closing Date. The activities relating to the execution and delivery of the Bonds, opinions and other instruments as described in Section 6 of this Bond Purchase Agreement shall occur on the Closing Date. The delivery of the certificates, opinions and documents as described herein shall be made at the offices Quint & Thimmig LLP, in Larkspur, California ("Bond Counsel"), or at such other place as shall have been mutually agreed upon by the City and the Purchaser. Such delivery is herein called the "Closing."

The Bonds will be prepared and physically delivered to the account of the Purchaser on the Closing Date in the form of a one fully registered bond. The Bonds will be authenticated by the Trustee in accordance with the terms and provisions of the Indenture.

The Purchaser will pay the Purchase Price of the Bonds by delivering to the Trustee, for the account of the City a wire transfer in federal funds of the Purchase Price payable to the order of the Trustee.

4. *Representations, Warranties and Agreements of the City.* The City represents and warrants to the Purchaser that, as of the Closing Date:

(a) The City is a general law city and municipal corporation, organized and existing under the laws of the State of California (the "State"), and is authorized, among other things, (i) to issue the Bonds, and (ii) to secure the Bonds in the manner contemplated by the Indenture.

(b) The City has the full right, power and authority (i) to adopt the Bond Resolution, (ii) to enter into the Financing Agreements, (iii) to issue, sell and deliver the Bonds to the Purchaser as provided herein, and (iv) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents, and the City has complied with all provisions of applicable law in all matters relating to such transactions.

(c) The City has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance by the City of the Financing Agreements, and (ii) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the City in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Purchaser as provided herein, will constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and are entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(e) Neither the execution and delivery by the City of the Indenture, this Bond Purchase Agreement and of the Bonds nor the consummation of the transactions on the part of the City contemplated herein or therein or the compliance with the provisions hereof or thereof will conflict with, or constitute on the part of the City a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, note or other agreement or instrument to which the City is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the City (or the members of the City or any of its officers in their respective capacities as such) is subject.

(f) The City has never been in default at any time, as to principal of or interest on any obligation which it has issued except as otherwise specifically disclosed to the Purchaser; and the City has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the Net Revenues pledged to the payment of the Bonds except as otherwise specifically disclosed to the Purchaser.

(g) Except as otherwise specifically disclosed in writing to the Purchaser, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the City or, to the best knowledge of the City, threatened, which in any way questions the powers of the City referred to in paragraph (b) above, or the validity of any proceeding taken by the City in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the Financing Agreements, or which, in any way, could adversely affect the validity or enforceability of the Bonds or Financing Agreements or in any

other way questions the status of the Bonds under federal or state tax laws or regulations or which in any way could materially adversely affect the availability of Net Revenues.

(h) The financial statements of, and other financial information regarding the City relating to the receipts, expenditures and cash balances of Net Revenues by the City as of June 30, 2017, fairly represent the receipts, expenditures and cash balances of such amounts and, insofar as presented, other funds of the City as of the dates and for the periods therein set forth. The financial statements of the City have been prepared in accordance with generally accepted accounting principles consistently applied. There has not been any materially adverse change in the financial condition of the City or in its operations since June 30, 2017, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(i) Any certificate signed by any official of the City and delivered to the Purchaser in connection with the offer or sale of the Bonds shall be deemed a representation, covenant and warranty by the City to the Purchaser as to the truth of the statements therein contained.

(j) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(k) The Bonds shall not be registered or otherwise qualified under any Blue Sky or other securities laws.

(l) All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the City of, its obligations in connection with the Indenture have been duly obtained or made and are in full force and effect.

(m) Between the date of this Bond Purchase Agreement and the Closing Date, the City will not offer or issue any bonds, notes or other obligations for borrowed money secured by the Net Revenues not previously disclosed to the Purchaser.

(n) The City will apply the proceeds of the Bonds in accordance with the Financing Agreements.

5. *Covenant of the City.* The City covenants with the Purchaser as of the Closing Date that the City will not take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture.

6. *Closing Conditions.* The obligations of the Purchaser hereunder shall be subject to the performance by the City of its obligations hereunder at or prior to the Closing Date and are also subject to the following conditions:

(a) the representations, warranties and covenants of the City contained herein shall be true and correct in all material respects as of the Closing Date;

(b) as of the Closing Date, there shall have been no material adverse change in the financial condition of the City;

(c) as of the Closing Date, all official action of the City relating to the Financing Agreements shall be in full force and effect;

(d) as of the Closing Date, the Purchaser shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Purchaser:

(i) a copy of the Indenture, as duly executed and delivered by the City and the Trustee;

(ii) an opinion of Bond Counsel, in form acceptable to the Purchaser, dated the Closing Date and addressed to the City, with a reliance letter addressed to the Purchaser;

(iii) a certificate, dated the Closing Date, of the City executed by the City Manager of the City (or other duly appointed officer of the City authorized by the City by resolution of the City) to the effect that (A) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the City or, to the knowledge of the City, threatened against or affecting the City to restrain or enjoin the City's participation in, or in any way contesting the existence of the City or the powers of the City with respect to, the transactions contemplated by the Financing Agreements and consummation of such transactions; (B) the representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects, and the City has complied with all agreements and covenants and satisfied all conditions to be satisfied at or prior to the Closing Date as contemplated by the Financing Agreements, and (C) upon defeasance of the 2009 Certificates, there will be no obligations of the City secured by the Net Revenues on a basis senior to or on a parity with the Bonds;

(iv) an opinion of the City Attorney, dated the Closing Date and addressed to the City and the Purchaser to the effect that:

(A) the City is a general law city and municipal corporation, organized and existing under the laws of the State;

(B) the City has full legal power and lawful authority to enter into the Financing Agreements;

(C) the Bond Resolution has been duly adopted at a meeting of the City Council of the City, which was called and held pursuant to the law and with all public notice required by law and at which a quorum was present and acting throughout and the Bond Resolution is in full force and effect and has not been modified, amended or rescinded;

(D) the Financing Agreements have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereof, constitute the valid, legal and binding agreements of the City enforceable in accordance with their terms; and

(E) Except as otherwise specifically disclosed to the Purchaser, there is no litigation, action, suit, proceeding or investigation (or any basis therefor) at law or in equity before or by any court, governmental agency or body, pending by way of a summons served against the City or, to our knowledge, threatened against the City, challenging the creation, organization or existence of the City, or

the validity of the Financing Agreements or seeking to restrain or enjoin any of the transactions referred to therein or contemplated thereby or contesting the authority of the City to enter into or perform its obligations under the Financing Agreements, or under which a determination adverse to the City would have a material adverse effect upon the availability of Net Revenues, or which, in any manner, questions the right of the City to enter into, and perform under, the Financing Agreements;

(v) an opinion of counsel to the Trustee, dated the Closing Date and addressed to the City and the Purchaser, to the effect that:

(A) The Trustee is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture and to authenticate the Bonds;

(B) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery of the Indenture or the consummation of the transactions contemplated by the Indenture;

(vi) an opinion of counsel to the Escrow Bank, dated the Closing Date and addressed to the City and the Purchaser, to the effect that:

(A) The Escrow Bank is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Escrow Agreement;

(B) The Escrow Agreement has been duly authorized, executed and delivered by the Escrow Bank and the Escrow Agreement constitutes a legal, valid and binding obligation of the Escrow Bank enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Bank that has not been obtained is or will be required for the execution and delivery of the Escrow Agreement or the consummation of the transactions contemplated by the Escrow Agreement;

(vii) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the City and the Purchaser, to the effect that:

(A) this Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming the valid execution and delivery by the other party thereto, is valid and binding upon the City, subject to the laws relating to bankruptcy, insolvency, reorganization of creditors' rights generally and to the application of equitable principles, and

(B) the Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(viii) an opinion of Bond Counsel, dated the Closing Date and addressed to the City and the Purchaser, confirming that the 2009 Certificates have been defeased and are no longer outstanding.

(ix) a certificate, dated the Closing Date, of the Trustee, signed by a duly authorized officer of the Trustee, to the effect that (A) the Trustee is duly organized and validly existing as a national banking association, with full corporate power to undertake the trust of the Indenture; (B) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trust of the Indenture; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Trustee (either in state or federal courts), or to the knowledge of the Trustee which would restrain or enjoin the execution or delivery of the Indenture, or which would affect the validity or enforceability of the Indenture, or the Trustee's participation in, or in any way contesting the powers or the authority of the Trustee with respect to, the transactions contemplated by the Indenture, or any other agreement, document or certificate related to such transactions;

(x) a certificate, dated the Closing Date, of the Escrow Bank, signed by a duly authorized officer of the Escrow Bank, to the effect that (A) the Escrow Bank is duly organized and validly existing as a national banking association, with full corporate power to undertake the trust of the Escrow Agreement; (B) the Escrow Bank has duly authorized, executed and delivered the Escrow Agreement and by all proper corporate action has authorized the acceptance of the trust of the Escrow Agreement; and (C) to the best of such officer's knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Escrow Bank (either in state or federal courts), or to the knowledge of the Escrow Bank which would restrain or enjoin the execution or delivery of the Escrow Agreement, or which would affect the validity or enforceability of the Escrow Agreement, or the Escrow Bank's participation in, or in any way contesting the powers or the authority of the Escrow Bank with respect to, the transactions contemplated by the Escrow Agreement, or any other agreement, document or certificate related to such transactions;

(xi) a certified copy of the Bond Resolution;

(xi) the specimen Bond;

(xii) evidence of required filings with the California Debt and Investment Advisory Commission; and

(xiii) such additional legal opinions, certificates, instruments and other documents as the Purchaser may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing Date of the representations and warranties of the City contained in this Bond Purchase Agreement and the due performance or satisfaction by the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City pursuant to this Bond Purchase Agreement.

7. *Termination.* The Purchaser shall have the right to cancel its obligations to purchase the Bonds if between the date hereof and the Closing Date:

(a) legislation shall have been enacted, or considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States shall have been rendered, the effect of which is that of the Bonds, including any underlying obligations, or the Indenture, as the case may be, is not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(b) a stop order, ruling, regulation or offering circular by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the execution of the Indenture, as contemplated hereby, is or would be in violation of any provisions of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis, including a financial crisis, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Purchaser, would materially adversely affect the Bonds; or

(e) a general banking moratorium shall have been declared by federal, New York or California authorities; or

(f) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the City; or

(g) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(h) the New York Stock Exchange or other national securities exchange, or any governmental or regulatory authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Purchaser; or

(i) any change, which in the reasonable opinion of the Purchaser, materially adversely affects the financial condition of the City.

8. *Contingency of Obligations.* The obligations of the City hereunder are subject to the performance by the Purchaser of its obligations hereunder.

9. *Duration of Representations, Warranties, Agreements and Covenants.* All representations, warranties, agreements and covenants of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser or the City and shall survive the Closing Date.

10. *Expenses.* The City will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Bonds, costs of printing the Bonds, the fees and disbursements of the Trustee, the Placement Agent, its financial advisor, Bond Counsel and counsel to the City, the fees and expenses of the City's accountants and fiscal consultants, fees of counsel to the Purchaser and the reporting fee to the California Debt and Investment Advisory Commission. In the event this Bond Purchase Agreement shall terminate because of the default of the Purchaser, the City will, nevertheless, pay, or cause to be paid, all of the expenses specified above. The Purchaser shall pay all expenses incurred by it in connection with its purchase of the Bonds.

11. *Notices.* Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing to its City Manager, City of King City, 212 South Vanderhurst Avenue, King City, CA 93930, and any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to Flagstar Bank, FSB, 51512 Corporate Drive, MD: 4 S 255, Troy, MI 48908, Attention: Commercial Equipment Finance.

12. *Parties in Interest.* This Bond Purchase Agreement is made solely for the benefit of the City and the Purchaser (including the successors or assigns of the Purchaser) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

13. *Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity.* To the fullest extent permitted by law, the City hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Bond Purchase Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the City hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The City hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to this Bond Purchase Agreement.

14. *Governing Law.* This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

15. *Headings.* The headings of the paragraphs of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

16. *Severability.* In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. *Effectiveness.* This Bond Purchase Agreement shall become effective upon acceptance hereof by the City.

18. *Counterparts.* This Bond Purchase Agreement may be executed in several counterparts which together shall constitute one and the same instrument.

Very truly yours,

FLAGSTAR BANK, FSB, as Purchaser

By _____
Authorized Signatory

Accepted and agreed to as of
the date first above written:

CITY OF KING CITY

By _____
Steven Adams
City Manager

Acknowledged:

HILLTOP SECURITIES INC., as Placement
Agent

By _____
Michael Cavanaugh
Managing Director

[Signature page to the Bond Purchase and Rate Lock Agreement
relating to the
City of King City
(Monterey County, California)
Taxable Wastewater Refunding Revenue Bonds, Series 2018]

**EXHIBIT A TO THE
BOND PURCHASE AGREEMENT**

\$ _____
CITY OF KING CITY
(Monterey County, California)
Taxable Wastewater Refunding Revenue Bonds, Series 2018

MATURITY SCHEDULE

<u>Maturity Date (September 1)</u>	<u>Principal Amount</u>	<u>Taxable Interest Rate</u>
2038	\$ _____	4.810%*

REDEMPTION PROVISIONS

Optional Redemption. Prior to the Tax-Exempt Conversion Date, the Bonds are not subject to optional redemption, On and after the Tax-Exempt Conversion Date, the Bonds will be subject to optional redemption as selected by the Purchaser in connection with the conversion of interest on the Bonds to the Tax-Exempt Rate pursuant to the Indenture. In the event the interest rate with respect to the Bonds is not converted from the Taxable Rate to the Tax-Exempt Rate, the Bonds will subject to redemption, at the option of the City on any date on or after September 1, 2021, as a whole or in part, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, together with a premium, as set forth in the following table:

<u>Redemption Period</u>	<u>Premium</u>
September 1, 2021 through August 31, 2022	2%
September 1, 2022 through August 31, 2025	1
September 1, 2025 and thereafter	0

* This is the Taxable Rate (as such term is defined in the Indenture) which is subject to conversion to the Tax-Exempt Rate (as such term is defined in the Indenture) pursuant to the provisions of the Indenture. If converted, the Tax-Exempt Rate will be 3.800%. Upon a Determination of Taxability (as such term is defined in the Indenture) the interest rate shall convert to the Taxable Rate.

Mandatory Sinking Fund Redemption of Bonds. The Bonds are subject to mandatory sinking fund redemption on September 1 in each year, on the dates and in the amounts specified in the following table.

<u>Mandatory Sinking Fund Redemption Date</u>	<u>Sinking Fund Redemption Amount</u>
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038†	

† Maturity

Quint & Thimmig LLP

08/06/18
08/15/18

ESCROW AGREEMENT

by and between the

CITY OF KING CITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Bank

Dated September 12, 2018

Relating to
King City Public Financing Authority
2009 Refunding Certificates of Participation

ESCROW AGREEMENT

This ESCROW AGREEMENT is dated September 12, 2018, by and between the CITY OF KING CITY, a municipal corporation and general law city organized and existing under the constitution and laws of the State of California (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as escrow agent (the "Escrow Bank");

WITNESSETH:

WHEREAS, the City has previously caused the execution and delivery of the \$4,990,000 King City Public Financing Authority 2009 Refunding Certificates of Participation, of which \$4,135,000 remains outstanding (the "2009 Certificates"), pursuant to a trust agreement, dated as of April 1, 2009 (the "2009 Trust Agreement"), by and between the King City Public Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "2009 Trustee"), for the purpose of refunding certain certificates of participation delivered in 2007 to finance improvements to the City's municipal wastewater enterprise (the "Wastewater System");

WHEREAS, principal and interest with respect to the 2009 Certificates is paid from revenues comprised of payments (the "Installment Payments") made by the City under an installment sale agreement, dated as April 1, 2009, by and between the Authority and the City, which Installment Payments are derived from the net revenues of the Wastewater System;

WHEREAS, the City has determined that, as a result of favorable financial market conditions and for other reasons, it is in the best interests of the City at this time to refinance the City's obligation to make the 2009 Installment Payments and, as a result thereof, to provide for the payment of the principal and interest with respect to the 2009 Certificates to and including September 1, 2019, and for the redemption of all outstanding 2009 Certificates on September 1, 2019, at a redemption price equal to 100% of the principal amount thereof, and to that end, the City proposes to issue its \$ _____ City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018 (the "2018 Bonds"), pursuant to an indenture of trust, dated as of September 1, 2018 (the "2018 Indenture"), by and between the City and Wells Fargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") authorizes the City to issue refunding bonds for the purpose of refunding obligations of the City;

WHEREAS, the City proposes to appoint the Escrow Bank as its agent for the purpose of providing for the payment of the 2009 Installment Payments in accordance with the instructions provided by this Escrow Agreement and of applying said 2009 Installment Payments to the payment and redemption of the 2009 Certificates and the Escrow Bank desires to accept said appointment; and

WHEREAS, the Escrow Bank has full powers to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definitions. Capitalized terms used, but not otherwise defined, herein, shall have the meanings ascribed thereto in the 2009 Trust Agreement.

Section 2. Appointment of Escrow Bank. The City hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City with, and to be held by, the Escrow Bank, as security for the payment of the principal of, interest on and redemption price of the 2009 Certificates as hereinafter set forth, an irrevocable escrow to be maintained by the Escrow Bank on behalf of the City and for the benefit of the owners of the 2009 Certificates, said escrow to be designated the "Escrow Fund." All moneys and Escrowed Federal Securities (hereinafter defined) deposited in the Escrow Fund shall be held as a special fund to provide for the payment of the principal and interest with respect to the 2009 Certificates to and including September 1, 2019, and to redeem the outstanding 2009 Certificates on September 1, 2019 (the "Redemption Date"), at the redemption price of 100% of the principal amount thereof (the "Redemption Price"), in accordance with the provisions of this Escrow Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required hereof, the Escrow Bank shall notify the City of such fact and the City shall immediately cure such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrently with delivery of the 2018 Bonds, the City shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, derived as follows:

(i) \$_____ from the proceeds of sale of the 2018 Bonds; and

(ii) \$_____ from amounts on deposit in the reserve fund established for the 2009 Certificates (the "2009 Reserve Fund").

(b) The Escrow Bank shall invest \$_____ of the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in the securities set forth in Exhibit A attached hereto and by this reference incorporated herein (the "Escrowed Federal Securities") and shall hold the remaining \$_____ in cash, uninvested. The Escrowed Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein.

(c) The Escrow Bank may rely upon the conclusion of Grant Thornton LLP, as contained in its opinion and accompanying schedules (the "Report") dated September 12, 2018, that the Escrowed Federal Securities mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to provide for the payment of the principal and interest with respect the 2009 Certificates to and including September 1, 2019, and to redeem the outstanding 2009 Certificates on the Redemption Date at the Redemption Price.

(c) The Escrow Bank shall not be liable or responsible for any loss resulting from its full compliance with the provisions of this Escrow Agreement.

(d) Any money left on deposit in the Escrow Fund after payment in full of the 2009 Certificates, and the payment of all amounts due to the Escrow Bank hereunder, shall be applied in its capacity as Trustee to the payment of debt service on the 2018 Bonds.

(e) If at any time the Escrow Bank shall receive actual knowledge that the moneys and the Escrowed Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Bank shall notify the City of such fact and the City shall immediately cure such deficiency. The Escrow Bank shall have no liability or responsibility for such insufficiency.

Section 5. Instructions as to Application of Deposit.

(a) The maturing Escrowed Federal Securities, the investment earning thereon and the uninvested cash in the Escrow Fund pursuant to Section 4 shall be applied by the Escrow Bank for the sole purposes of providing for the payment of the principal and interest with respect to the 2009 Certificates to and including September 1, 2019, and to redeem the outstanding 2009 Certificates on the Redemption date at the Redemption Price, all as set forth in Exhibit B attached hereto and by this reference incorporated herein.

(b) The Escrow Bank, in its capacity as 2009 Trustee, is hereby requested, and the Escrow Bank, in such capacity, hereby agrees to give notice of the defeasance of the 2009 Certificates in the form of defeasance notice attached hereto as Exhibit C.

(d) The Escrow Bank, in its capacity as 2009 Trustee, is hereby requested, and the Escrow Bank, in such capacity, hereby agrees to give notice, of the redemption of the 2009 Certificates on September 1, 2019, in accordance with the applicable provisions of the 2009 Trust Agreement and the form of redemption notice attached hereto as Exhibit D. Section 4.03 of the 2009 Trust Agreement provides for such notice to be sent by first class mail at least thirty (30) days and not more than sixty (60) days prior to September 1, 2019 (e.g., not earlier than July 1, 2019 and not later than August 1, 2019).

Section 6. Investment of Any Remaining Moneys. The Escrow Bank shall invest and reinvest the proceeds received from any of the Escrowed Federal Securities, and the cash originally deposited into the Escrow Fund, for a period ending not later than the next succeeding interest payment date relating to the 2009 Certificates, in U.S. Treasury Securities pursuant to written directions of the City; *provided, however*, that (a) such written directions of the City shall be accompanied by (i) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund, together with the cash then on deposit in the Escrow Fund, together with the interest to be derived therefrom, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof, and (ii) an opinion of nationally recognized bond counsel ("Bond Counsel") that investment in accordance with such directions will not affect, for Federal income tax purposes, the exclusion from gross income of interest due with respect to the 2009 Certificates, and (b) if the City directs such investment or reinvestment to be made in United States Treasury Securities-State and Local Government Series, the City shall, at its cost, cause to be prepared all necessary subscription forms therefor in sufficient time to enable the Escrow Bank to acquire such securities. In the event that the City shall fail to file any such written directions with the Escrow Bank concerning the reinvestment of any such proceeds, such proceeds shall be held uninvested by the Escrow Bank. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 6 and not required for the purposes set forth in Section 5, as indicated by such verification, shall, promptly upon the receipt of such interest income by the Escrow Bank, be paid to the City.

Section 7. Substitution or Withdrawal of Federal Securities. The City may, at any time, direct the Escrow Bank in writing to substitute Federal Securities for any or all of the Escrowed

Federal Securities then deposited in the Escrow Fund, or to withdraw and transfer to the City any portion of the Federal Securities then deposited in the Escrow Fund, provided that any such direction and substitution or withdrawal shall be simultaneous and shall be accompanied by (a) a certification of an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions that the Federal Securities then to be so deposited in the Escrow Fund together with interest to be derived therefrom, or in the case of withdrawal, the Federal Securities to be remaining in the Escrow Fund following such withdrawal together with the interest to be derived therefrom, together with the cash then on deposit in the Escrow Fund, shall be in an amount at all times at least sufficient to make the payments specified in Section 5 hereof; and (b) an opinion of Bond Counsel that the substitution or withdrawal will not affect, for Federal income tax purposes, the exclusion from gross income of interest on the 2009 Certificates. In the event that, following any such substitution of Federal Securities pursuant to this Section 7, there is an amount of moneys or Federal Securities in excess of an amount sufficient to make the payments required by Section 5 hereof, as indicated by such verification, such excess shall be paid to the City.

Section 8. Application of 2009 Funds.

(a) On the date of deposit of amounts in the Escrow Fund pursuant to Section 4, the Escrow Bank, as 2009 Trustee, is hereby directed to withdraw all amounts on deposit in the 2009 Reserve Fund (\$ _____) and transfer such amounts to the Escrow Fund.

(b) Any amounts remaining in any fund or account created with respect to the 2009 Certificates, including interest earnings received by the 2009 Trustee, shall, after payment of all fees and expenses of the 2009 Trustee, be paid to the Trustee and shall be applied to the payment of debt service on the 2018 Bonds.

Section 9. Application of Certain Terms of 2009 Trust Agreement. All of the terms of the 2009 Trust Agreement relating to the making of payments of principal and interest with respect to the 2009 Certificates are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2009 Trust Agreement relating to the limitations from liability and protections afforded the 2009 Trustee and the resignation and removal of the 2009 Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 10. Compensation to Escrow Bank. The City shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 11. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Escrow Bank and its respective Successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the

acceptance of the moneys deposited therein, the sufficiency of the uninvested moneys held hereunder to accomplish the purposes set forth in Section 5 hereof, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the City, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the uninvested moneys to accomplish the purposes set forth in Section 5 hereof or to the validity of this Escrow Agreement as to the City and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Escrow Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established 2009 to taking, suffering, or omitting any action under this Escrow Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the City.

Anything in this Escrow Agreement to the contrary notwithstanding, in no event shall the Escrow Bank be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, to indemnify, protect, save and hold harmless the Escrow Bank and its respective Successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Bank against its own negligence or willful misconduct. The indemnities contained in this Section 11 shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Bank.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to revive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Bank will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Escrow Bank hereunder.

No provision of this Escrow Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Bank may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

Section 12. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2009 Certificates shall have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the 2009 Certificates or the 2018 Bonds, and that such amendment will not cause interest on the 2009 Certificates or the 2018 Bonds to become subject to federal income taxation. In connection with any contemplated amendment or revocation of this Escrow Agreement, 2009 written notice thereof and draft copies of the applicable legal documents shall be provided by the City to each rating agency then rating the 2009 Certificates.

Section 13. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement. Notice of any such invalidity or unenforceability shall be provided to each rating agency then rating the 2009 Certificates.

Section 14. Notice of Escrow Bank and City. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the Principal Corporate Trust Office of the Escrow Bank as specified by the Escrow Bank as 2009 Trustee in accordance with the provisions of the 2009 Trust Agreement. Any notice to or demand upon the City shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2009 Trust Agreement (or such other address as may have been filed in writing by the City with the Escrow Bank).

Section 15. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2009 Trust Agreement, shall be the Successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 16. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

Section 17. Business Days. Whenever any act is required by this Escrow Agreement to be done on a specified day or date, and such day or date shall be a day other than a business day for the Escrow Bank, then such act may be done on the next succeeding business day.

Section 18. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF KING CITY

By _____
Steven Adams
City Manager

Attest:

Erica Sonne
Deputy City Clerk

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Bank

By _____
Robert Schneider
Vice President

EXHIBIT A
SCHEDULE OF ESCROW SECURITIES

<u>Type</u>	<u>Maturity</u>	<u>Coupon</u>	<u>Par</u>	<u>Price</u>	<u>Cost</u>	<u>Accrued</u>	<u>Total</u>
SLGS	3/1/19						
SLGS	9/1/19						

EXHIBIT B

PAYMENT AND REDEMPTION SCHEDULE

Interest Payment Date	Maturing Principal	Called Principal	Interest	Redemption Premium	Total Payment
3/1/19	—	—	\$112,250.63	—	\$ 112,250.63
9/1/19	\$115,000	\$4,020,000	112,250.63	—	4,247,250.63

EXHIBIT C

NOTICE OF DEFEASANCE

King City Public Financing Authority 2009 Refunding Certificates of Participation

<u>Maturity Date</u>	<u>Amount Defeased</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
9/1/19	\$ 115,000	4.375%	494704 AL3
9/1/20	120,000	4.500	494704 AM1
9/1/21	125,000	4.700	494704 AN9
9/1/22	130,000	4.850	494704 AP4
9/1/29	1,115,000	5.400	494704 AQ2
9/1/39	2,530,000	5.600	494704 AP4

NOTICE IS HEREBY GIVEN to the owners of the outstanding King City Public Financing Authority 2009 Refunding Certificates of Participation, described above (the "Certificates"), that pursuant to the trust agreement authorizing the execution and delivery of the Certificates (the "Trust Agreement"), the lien of the Trust Agreement with respect to the Certificates has been discharged through the irrevocable deposit of cash and U.S. Treasury securities in an escrow fund (the "Escrow Fund"). The Escrow Fund has been established and is being maintained pursuant to that certain Escrow Agreement, dated September 12, 2018, by and between the City of King City (the "City") and Wells Fargo Bank, National Association, as escrow bank. As a result of such deposit, the Certificates are deemed to have been paid and defeased in accordance with the Trust Agreement. The pledge of the funds provided for under the Trust Agreement and all other obligations of the King City Public Financing Authority and the City to the owners of the Certificates shall hereafter be limited to the application of the maturing U.S. Treasury securities, the earnings thereon and cash in the Escrow Fund for the payment of the principal, interest and redemption of the Certificates as described below.

As evidenced by a verification report delivered to the Escrow Bank, cash and U.S. Treasury securities deposited in the Escrow Fund are calculated to provide sufficient moneys to pay the principal and interest with respect to the Certificates to and including September 1, 2019, and to redeem the outstanding Certificates in full on September 1, 2019 (the "Redemption Date"), at a redemption price equal to 100% of the principal amount thereof. From and after the Redemption Date, interest with respect to the Certificates shall cease to accrue and be payable.

Dated: _____, 2018

WELLS FARGO BANK,
NATIONAL ASSOCIATION, as
Escrow Bank and Trustee

EXHIBIT D

NOTICE OF FULL AND FINAL REDEMPTION

King City Public Financing Authority 2009 Refunding Certificates of Participation

Issue Date	Maturity Date	Principal Amount	Redemption Premium	Redemption Price	Interest Rate	CUSIP No.
5/5/09	9/1/20	\$ 115,000	—	\$ 115,000	4.500%	494704 AM1
5/5/09	9/1/21	120,000	—	120,000	4.700	494704 AN9
5/5/09	9/1/22	125,000	—	125,000	4.850	494704 AP4
5/5/09	9/1/29	130,000	—	130,000	5.400	494704 AQ2
5/5/09	9/1/39	1,115,000	—	1,115,000	5.600	494704 AP4

NOTICE is hereby given that the City of King City (the "City") has called for redemption on September 1, 2019 (the "Redemption Date"), the outstanding King City Public Financing Authority 2009 Refunding Certificates of Participation, described above (the "Certificates"), in the aggregate principal amount of \$4,020,000 at a price equal to 100% of the principal amount thereof (the "Redemption Price").

Payment of principal will be made upon presentation on and after the Redemption Date, at the following addresses:

<u>By Air Courier Service:</u> Wells Fargo Bank, N.A. Attn: Corporate Trust Operations MAC N9300-070 600 South Fourth Street, 7th Floor Minneapolis, MN 55415	<u>By Registered or Certified Mail:</u> Wells Fargo Bank, N.A. Attn: Corporate Trust Operations MAC N9300-070 P.O. Box 1517 Minneapolis, MN 55480-1517
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Owners of Certificates presenting their Certificates in person for the same day payment must surrender their Certificates by 1:00 p.m. on the Redemption Date and a check will be available for pickup after 2:00 p.m. Checks not picked up by 4:30 p.m. will be mailed to the owner by first class mail.

Interest with respect to the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

If payment of the Redemption Price is to be made to the owner of the Certificates, such owner is not required to endorse the Certificate to collect the Redemption Price.

IMPORTANT INFORMATION REGARDING TAX CERTIFICATION AND POTENTIAL WITHHOLDING: Pursuant to U.S. federal tax laws, you have a duty to provide the applicable type of tax certification form issued by the U.S. Internal Revenue Service ("IRS") to Wells Fargo Bank, N.A. Corporate Trust Services to ensure payments are reported accurately to you and to the IRS. In order to permit accurate withholding (or to prevent withholding), a complete and valid tax certification form must be received by Wells Fargo Bank, N.A. Corporate Trust Services before payment of the redemption proceeds is made to you. Failure to timely provide a valid tax certification form as required will result in the maximum amount of U.S. withholding tax being deducted from any redemption payment that is made to you.

Neither the City nor Wells Fargo Bank, National Association, as trustee, shall be held responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness as shown in this Redemption Notice. It is included solely for convenience of the Owners.

Dated: _____, 2019

WELLS FARGO BANK,
NATIONAL ASSOCIATION, as
Trustee

Quint & Thimmig LLP

08/06/18
08/15/18

INDENTURE OF TRUST

by and between the

CITY OF KING CITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

Dated as of September 1, 2018

Relating to the
\$ _____
City of King City
(Monterey County, California)
Taxable Wastewater Refunding Revenue Bonds, Series 2018

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

Section 1.01. Definitions 3

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds 12
Section 2.02. Terms of Bonds 12
Section 2.03. Form of Bonds 14
Section 2.04. Execution of Bonds 14
Section 2.05. Transfer of Bonds 14
Section 2.06. Exchange of Bonds 15
Section 2.07. Temporary Bonds 15
Section 2.08. Bond Registration Books 16
Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen 16

ARTICLE III

ISSUE OF BONDS; APPLICATION OF PROCEEDS; COSTS OF ISSUANCE FUND

Section 3.01. Issuance of Bonds 17
Section 3.02. Application of Proceeds of Bonds 17
Section 3.03. Establishment and Application of Costs of Issuance Fund 17
Section 3.04. Validity of Bonds 17

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption 19
Section 4.02. Notice of Redemption 20
Section 4.03. Effect of Redemption 21

ARTICLE V

GROSS REVENUES; NET REVENUES

Section 5.01. Pledge of Net Revenues 22
Section 5.02. Receipt, Deposit and Application of Gross Revenues and Net Revenues 22
Section 5.03. Application of Interest Account 23
Section 5.04. Application of Principal Account 23
Section 5.05. Application of Sinking Account 23
Section 5.06. Investment of Moneys in Funds and Accounts 24

ARTICLE VI

COVENANTS OF THE CITY; SPECIAL TAX COVENANTS

Section 6.01. Punctual Payment 25
Section 6.02. Extension of Payment of Bonds 25
Section 6.03. Discharge of Claims 25
Section 6.04. Operation of Wastewater System in Efficient and Economical Manner 25
Section 6.05. Against Encumbrance 25
Section 6.06. Records and Accounts 26
Section 6.07. Rates and Charges 26
Section 6.08. Limitations on Future Obligations Secured by Net Revenues 27

Section 6.09. Further Assurances	28
Section 6.10. Waiver of Laws	28
Section 6.11. Other Covenants	28

ARTICLE VII

MAINTENANCE; TAXES; INSURANCE AND CONDEMNATION

Section 7.01. Maintenance and Operation of the Wastewater System	30
Section 7.02. Taxes, Assessments, Other Governmental Charges and Utility Charges	30
Section 7.03. Public Liability and Property Damage Insurance	30
Section 7.04. Casualty Insurance	30
Section 7.05. Insurance Net Proceeds; Form of Policies	31
Section 7.06. Eminent Domain	31

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 8.01. Events of Default	32
Section 8.02. Acceleration of Maturities	32
Section 8.03. Application of Net Revenues and Other Funds After Default	33
Section 8.04. Trustee to Represent Bond Owners	34
Section 8.05. Bond Owners' Direction of Proceedings	34
Section 8.06. Limitation on Bond Owners' Right to Sue	34
Section 8.07. Absolute Obligation of City	35
Section 8.08. Termination of Proceedings	35
Section 8.09. Remedies Not Exclusive	35
Section 8.10. No Waiver of Default	35

ARTICLE IX

THE TRUSTEE

Section 9.01. Appointment of Trustee; Duties, Immunities and Liabilities of Trustee	36
Section 9.02. Merger or Consolidation	37
Section 9.03. Liability of Trustee	37
Section 9.04. Right of Trustee to Rely on Documents	39
Section 9.05. Preservation and Inspection of Documents	39
Section 9.06. Compensation of Trustee	40
Section 9.07. Indemnification	40

ARTICLE X

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 10.01. Amendments Permitted	41
Section 10.02. Effect of Supplemental Indenture	42
Section 10.03. Endorsement of Bonds; Preparation of New Bonds	42
Section 10.04. Amendment of Particular Bonds	42

ARTICLE XI

DEFEASANCE

Section 11.01. Discharge of Indenture	43
Section 11.02. Discharge of Liability on Bonds	43
Section 11.03. Deposit of Money or Securities with Trustee	43
Section 11.04. Payment of Bonds After Discharge of Indenture	44

ARTICLE XII
MISCELLANEOUS

Section 12.01. Liability of City Limited to Net Revenues 45
Section 12.02. Successor Is Deemed Included in All References to Predecessor 45
Section 12.03. Limitation of Rights to Parties and Bond Owners 45
Section 12.04. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity 45
Section 12.05. Additional Rights of Original Purchaser 45
Section 12.06. Waiver of Notice 46
Section 12.07. Destruction of Bonds 46
Section 12.08. Severability of Invalid Provisions 46
Section 12.09. Notices 46
Section 12.10. Evidence of Rights of Bond Owners 47
Section 12.11. Disqualified Bonds 47
Section 12.12. Money Held for Particular Bonds 47
Section 12.13. Funds and Accounts 48
Section 12.14. Article and Section Headings and References 48
Section 12.15. Waiver of Personal Liability 48
Section 12.16. Execution in Several Counterparts 48
Section 12.17. Governing Law 49

EXHIBIT A—FORM OF BOND
EXHIBIT B—FORM OF PURCHASER’S LETTER

INDENTURE OF TRUST

This INDENTURE OF TRUST, is dated as of September 1, 2018, by and between the CITY OF KING CITY, a municipal corporation and general law city organized and existing under the constitution and laws of the State of California (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in Los Angeles, California, and being qualified to accept and administer the trusts hereby created, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the City has previously caused the execution and delivery of the \$4,990,000 King City Public Financing Authority 2009 Refunding Certificates of Participation, of which \$4,135,000 remains outstanding (the "2009 Certificates"), pursuant to a trust agreement, dated as of April 1, 2009, by and between the King City Public Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), for the purpose of refunding certain certificates of participation delivered in 2007 to finance improvements to the City's municipal wastewater enterprise (the "Wastewater System");

WHEREAS, principal and interest with respect to the 2009 Certificates is paid from revenues comprised of payments (the "Installment Payments") made by the City under an installment sale agreement, dated as April 1, 2009, by and between the Authority and the City, which Installment Payments are derived from the net revenues of the Wastewater System;

WHEREAS, Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") authorizes the City to issue its refunding bonds for the purpose of refunding obligations of the City;

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the interests of the City at this time to provide for the issuance of bonds under the Refunding Bond Law to provide for the payment and prepayment of the Installment Payments and refunding of the 2009 Certificates;

WHEREAS, to that end, the City has determined to issue its City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018 (the "Bonds"), pursuant to an indenture of trust (the "Indenture"), by and between the City and the Trustee;

WHEREAS, the Bonds will be secured by a pledge of the net revenues generated by the Wastewater System;

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and premium (if any) and of the interest thereon, the City Council of the City has authorized the execution of this Indenture;

WHEREAS, all Bonds issued under this Indenture will be secured by a pledge of the Net Revenues, as defined herein, and certain other moneys and securities held by the Trustee hereunder; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the

valid, binding and legal special obligations of the City, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and premium (if any) and interest on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes of this Indenture and of any Supplemental Indenture and of any certificate, opinion, request or other documents herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Annual Debt Service” means, for any Fiscal Year, the sum of (1) the interest falling due on the Bonds and all Parity Obligations in such Fiscal Year, assuming that all Bonds and Parity Obligations are retired as scheduled, plus (2) the principal amount of all Bonds and Parity Obligations falling due by their terms in such Fiscal Year; provided, that as to any Parity Obligations bearing or comprising interest at other than a fixed interest rate, the rate of interest used to calculate Annual Debt Service shall be one hundred ten percent (110%) of the greater of (A) the daily average interest rate on such Parity Obligations during the twelve (12) calendar months next preceding the date of such calculation (or the portion of the current Fiscal Year that such Parity Obligations have borne interest) or (B) the most recent effective interest rate on such Parity Obligations prior to the date of such calculation; and provided further, that as to any such Parity Obligations having twenty-five percent (25%) or more of the aggregate principal amount thereof due in any one Fiscal Year, Annual Debt Service shall be calculated for the Fiscal Year of determination as if the interest on and principal of such Parity Obligations were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of such Parity Obligations; and provided further, that as to any such Parity Obligations or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Annual Debt Service; and provided further, that the amount on deposit in the reserve fund for any Parity Obligations on any date of calculation of Annual Debt Service shall be deducted from the amount of principal due at the final maturity of such Parity Obligations and in each preceding year until such amount is exhausted; and provided further, that Annual Debt Service shall not include interest on Parity Obligations which is to be paid from amounts constituting capitalized interest; and provided further, that if an interest rate swap agreement is in effect with respect to, and is payable on a parity with, any Parity Obligations to which it relates, no amounts payable under such interest rate swap agreement shall be included in the calculation of Annual Debt Service unless the sum of (i) the interest payable on such Parity Obligations, plus (ii) the amounts payable by the City under such interest rate swap agreement, less (iii) the amounts receivable by the City under such interest rate swap agreement, are greater than the interest payable on such Parity Obligations, in which case the amount of such payments to be made that exceed the interest to be paid on such Parity Obligations shall be included in such calculation, and for this purpose, the variable amount under any such interest rate swap agreement shall be determined in accordance with the procedure set forth in the first proviso of this definition.

“Authorized Officer” means, with respect to the City, the Mayor, the Vice Mayor, the City Manager, the Finance Director or any other person designated as an Authorized Officer of the City by a Certificate of the City signed by the City Manager or the Finance Director and filed with the Trustee.

“Average Annual Debt Service” means, with respect to any portion of the Outstanding Parity Obligations for which the calculation is being made, the average Annual Debt Service

during the period from the date of calculation through the final maturity date of all of such Outstanding Parity Obligations.

"Bond Fund" means the fund by that name established pursuant to Section 5.01.

"Bond Registration Books" means the books maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Bonds" means the City's Taxable Wastewater Refunding Revenue Bonds, Series 2018, issued and at any time Outstanding hereunder.

"Bond Year" means any twelve-month period commencing on September 2 in a year and ending on the next succeeding September 1, both dates inclusive; *provided, however*, that the first Bond Year shall commence on the Closing Date relating to the Bonds and shall end on September 1, 2019.

"Business Day" means a day of the year on which banks in Los Angeles, California, or Seattle, Washington, are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

"Certificate," "Statement," "Request," "Requisition" and "Order" of the City mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the City by an Authorized Officer of the City. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"City" means the City of King City, a municipal corporation and general law city organized and existing under the constitution and laws of the State, and any successor thereto.

"City Council" means the City Council of the City.

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Original Purchaser thereof.

"Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date, or as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Code.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, operating expenses, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial advisors, fiscal consultants, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Fund" means the fund so designated and established pursuant to Section 3.03.

"Date of Taxability" means the date from and for which interest on the Bonds is subject to federal or State income taxation as a result of a Determination of Taxability.

"Debt Service" means, during any period of computation, the amount obtained for such period by totaling the following amounts:

(a) The principal amount of all Outstanding Bonds coming due and payable by their terms in such period; and

(b) The interest which would be due during such period on the aggregate principal amount of Bonds which would be Outstanding in such period if the Bonds are retired as scheduled, but deducting and excluding from such aggregate amount the amount of Bonds no longer Outstanding.

"Default Rate" means the then applicable interest rate plus 3.00%.

"Determination of Taxability" means any determination, decision, or decree made by the Commissioner or any District Director of the Internal Revenue Service, or by any court of competent jurisdiction, that, after conversion from the Taxable Rate to the Tax-Exempt Rate, as a result of any actions or omissions of the City with respect to the Bonds (including as a result of the City's election to convert from the Taxable Rate to the Tax-Exempt Rate), the interest payable on the Bonds is includable in the gross income for federal or State income tax purposes of the Bond Owner; *provided, however*, that no such Determination of Taxability shall be deemed to have occurred if the City is contesting such determination in good faith and is diligently proceeding to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the City.

"Escrow Agreement" means that certain Escrow Agreement, dated the Closing Date, by and between the City and the Escrow Bank, providing for the defeasance of the 2009 Certificates.

"Escrow Bank" means Wells Fargo Bank, National Association, appointed by the City to act as escrow bank under the Escrow Agreement, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in the Escrow Agreement.

"Escrow Fund" means the fund by that name established pursuant to the Escrow Agreement.

"Event of Default" means any of the events of default described in Section 8.01.

"Federal Securities" means direct and general obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same.

"Fiscal Year" means the period commencing on July 1 of each year and terminating on the next succeeding June 30.

"Gross Revenues" means all gross charges received for, and all other gross income and receipts derived by the City from, the ownership and operation of the Wastewater System or

otherwise arising from the Wastewater System, including but not limited to investment earnings thereon; but excluding (a) the proceeds of any ad valorem property taxes levied for the purpose of paying general obligation bonds of the City relating to the Wastewater System, (b) the proceeds of any special assessments or special taxes levied upon real property within any improvement district for the purpose of paying special assessment bonds or special tax obligations of the City relating to the Wastewater System; and (c) customers' deposits or any other deposits subject to refund until such deposits have become the property of the City, or contributions in aid of construction.

"Indenture" means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture pursuant to the provisions hereof.

"Independent Accountant" means any certified public accountant or firm of such accountants appointed and paid by the City, and who, or each of whom:

(a) is in fact independent and not under domination of the City;

(b) does not have any substantial interest, direct or indirect, with the City; and

(c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City, and who, or each of whom: (a) is in fact independent and not under domination of the City; (b) does not have any substantial interest, direct or indirect, with the City; (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City, and (d) is judged by the City to have experience in matters relating to the engineering matters relating to water system enterprises.

"Insurance Consultant" means a person (which may be the City's insurance agent or broker) having experience and a favorable reputation in consulting on the insurance requirements of water utilities in the State of the general size and character of the Wastewater System, selected by the City.

"Interest Account" means the account by that name in the Bond Fund established pursuant to Section 5.01.

"Interest Payment Date" means March 1 and September 1 in each year, beginning March 1, 2019, and continuing so long as any Bonds remain Outstanding.

"Material Adverse Effect" means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the City, (b) the ability of the City to carry out its business in the manner conducted as of the date of this Indenture or to meet or perform its obligations under this Indenture on a timely basis, (c) the validity or enforceability of this Indenture, or (d) the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes.

"Material Litigation" means any action, suit, proceeding, inquiry or investigation against the City in any court or before any arbitrator of any kind or before or by any Governmental Authority, (i) if determined adversely to the City, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated by this Indenture, or (iii) may

adversely affect (A) the exclusion of interest on the Bonds from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the City to perform its obligations under this Indenture.

"Maximum Annual Debt Service" means, as of any date of calculation by the City, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of the Bonds and all Parity Obligations.

"Moody's" means Moody's Investors Service, New York, New York, or its successors.

"Net Proceeds" means the par amount of the Bonds plus accrued interest and premium, if any, less the amount of any underwriter's and original issue discount, less the proceeds applied to pay Costs of Issuance.

"Net Revenues" means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Operation and Maintenance Costs during such period.

"Operation and Maintenance Costs" means the reasonable and necessary costs and expenses paid by the City for maintaining and operating the Wastewater System, including but not limited to (a) costs of electricity and other forms of energy supplied to the Wastewater System, (b) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and (c) the reasonable administrative costs of the City attributable to the operation and maintenance of the Wastewater System; but in all cases excluding (i) debt service payable on all other obligations incurred by the City with respect to the Wastewater System including but not limited to any Parity Obligations, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

"Original Purchaser" means Flagstar Bank, FSB the original purchaser of the Bonds upon their delivery by the Trustee on the Closing Date, and its successor and assigns.

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds theretofore executed, issued and delivered by the City under this Indenture except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 11.01; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the City pursuant to this Indenture or any Supplemental Indenture.

"Owner" or *"Bond Owner"*, when used with respect to any Bond, means the person in whose name the ownership of such Bond shall be registered on the Bond Registration Books. Initially, the Owner is the Original Purchaser.

"Parity Obligations" means all bonds, notes or other obligations of the City payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred on a parity with the Bonds pursuant to Section 6.08(b).

“Permitted Investments” means:

(a) Federal Securities.

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
2. U.S. Farmers Home Administration (FmHA)
Bonds of Beneficial Ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures (FHA)
5. General Services Administration
Participation Bonds
6. Government National Mortgage Association (GNMA or Ginnie Mae)
GNMA—guaranteed mortgage-backed bonds
GNMA—guaranteed pass-through obligations
7. U.S. Maritime Administration
Guaranteed Title XI financing
8. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Agency Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and 2010 Bonds - U.S. government guaranteed public housing notes and bonds

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are not backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations
2. Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)
Participation Certificate
Senior debt obligations
3. Federal National Mortgage Association (FNMA or Fannie Mae)
Mortgage-backed securities and senior debt obligations
4. Student Loan Marketing Association (SLMA or Sallie Mae)
Senior debt obligations

5. Resolution Funding Corp. (REFCORP) obligations

6. Farm Credit System

Consolidated systemwide bonds and notes

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, which invest substantially in Federal Securities, if rated by S&P, having a rating at the time of investment of AAAM-G; and if rated by Moody's having a rating at the time of investment of Aaa, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(e) Bonds of deposit secured at all times by collateral described in (a) and/or (b) above. Such certificates must be issued by commercial banks or savings and loan associations (including the Trustee or its affiliates). The collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.

(f) Bonds of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC and, to the extent such deposits are in excess of the amounts protected by FDIC insurance, secured at all times by collateral described in (a) and/or (b) above.

(g) Commercial paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by S&P.

(h) Federal funds or bankers acceptances with a maximum term of 180 days of any bank which has an unsecured, uninsured and unguaranteed obligation rating at the time of investment of "Prime-1" or better by Moody's and "A-1" or better by S&P.

(i) The Local Agency Investment Fund of the State, created pursuant to section 16429.1 of the California Government Code.

(j) Monterey County pooled investment fund.

(k) Municipal obligations rated at the time of purchase "A" or higher by S&P.

(l) Other forms of investments that satisfy the City's Statement of Investment Policy as of the time of investment.

"Principal Account" means the account by that name in the Bond Fund established pursuant to Section 5.01.

"Principal Payment Date" means September 1 in each year, beginning September 1, 2019, and continuing so long as any Bonds remain Outstanding.

"Rating Category" means, with respect to any Permitted Investment, one or more of the generic categories of rating by Moody's and/or S&P applicable to such Investment Security, without regard to any refinement or gradation of such rating category by a plus or minus sign.

"Record Date" means the fifteenth (15th) calendar day of the month immediately preceding an Interest Payment Date.

"Refunding Bond Law" means Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code, as in effect on the Closing Date or as thereafter amended in accordance with its terms.

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, New York, New York, or its successors.

"Special Record Date" means the date established by the Trustee pursuant to Section 2.02 as a record date for the payment of defaulted interest on Bonds.

"State" means the State of California.

"Sinking Account" means the account by that name in the Bond Fund established pursuant to Section 5.01, if required.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the City and the Trustee, amendatory of or supplemental to this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax-Exempt Rate" means 3.800% per annum based on a 30-day month and a 360-day year for calculating interest.

"Taxable Rate" means 4.810% per annum based on a 30-day month and a 360-day year for calculating interest.

"Trust Office" means the designated corporate trust office of the Trustee, initially its corporate trust office located in Los Angeles, California; provided that with respect to presentation of Bonds for payment or for registration of transfer and exchange or surrender and cancellation such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted, or such other address specified by the Trustee from time to time.

"Trustee" means Wells Fargo Bank, National Association, appointed by the City to act as trustee hereunder pursuant to Section 9.01, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in Section 9.01.

"2009 Certificates" means the King City Public Financing Authority 2009 Refunding Certificates of Participation, of which \$4,135,000 remains outstanding as of the Closing Date.

"Wastewater Fund" means the Wastewater Fund established and held by the City for purposes of accounting for the revenues and expenditures of the Wastewater System.

"Wastewater System" means any and all properties and assets, real and personal, tangible and intangible, of the City, now or hereafter existing, used or pertaining to the disposal or reuse of sewer, including sewage treatment plants, intercepting and collecting sewers, outfall sewers, force mains, pumping stations, ejector stations, pipes, valves, machinery and all other

appurtenances necessary, useful or convenient for the collection, treatment, purification or disposal of sewage, and any necessary lands, rights of way and other real or personal property useful in connection therewith, including all additions, extensions, expansions, improvements and betterments thereto and equipments thereof.

Section 1.02. Rules of Construction. All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.03. Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds; and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II
THE BONDS

Section 2.01. Authorization of Bonds.

(a) At any time after the adoption, execution and delivery of this Indenture, the City may execute and the Trustee, upon Request of the City, shall authenticate and deliver Bonds in the aggregate principal amount of _____ dollars (\$_____).

(b) This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

Section 2.02. Terms of Bonds.

(a) The Bonds shall be issued as a single, fully registered bond, without coupons in the total principal amount thereof. The Bonds shall mature on September 1, 2038, and shall bear interest (calculated on the basis of a 30-day month and 360 days in a year) initially at the Taxable Rate; *provided, however*, that so long as an Event of Default shall have occurred and is continuing, the interest rate may, at the option of the Owner, be increased to the Default Rate, as provided in a written notice to the Trustee and the City. The Bonds shall not be (i) assigned a rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned CUSIP numbers by Standard & Poor's CUSIP Service Bureau.

The interest rate payable with respect to the Bonds shall convert to the Tax-Exempt Rate, on any date on and after June 1, 2019 (the "Tax-Exempt Conversion Date"), upon the satisfaction of the following conditions precedent to such conversion:

(i) The election by the City, communicated to the Trustee and to the Owner, to convert the interest rate with respect to the Bonds to the Tax-Exempt Rate;

(ii) Selection by the Original Purchaser of one of the following two redemption options which shall become applicable to the Bonds to maturity:

(1) The Bonds are subject to optional redemption, at the option of the City on any Interest Payment Date on or after September 1, 2021, as a whole, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Redemption Period	Premium
September 1, 2021 through August 31, 2022	2%
September 1, 2022 through August 31, 2025	1
September 1, 2025 and thereafter	0

or

(2) The Bonds are subject to optional redemption, at the option of the City on any Interest Payment Date on or after September 1, 2025, as a whole, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without a premium.

(iii) Appropriate amendments or supplements to this Indenture, if required, subject to the requirements of Section 7.01 hereof;

(iv) Delivery of an arbitrage certificate executed by the City with respect to certain tax matters relating to the Bonds after interest with respect thereto is converted to the Tax-Exempt Rate;

(v) The filing of an IRS Form 8038-G, executed by the City; and

(vi) Issuance of an opinion of Bond Counsel to the effect that the conditions precedent set forth above to the conversion of interest with respect to the Bonds to the Tax-Exempt Rate have been satisfied and that subject to the City's compliance with certain covenants, interest with respect to the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, is not included as an item of tax preference in computing the alternative minimum tax under the Code.

If, by September 1, 2019, the conditions precedent to the conversion of the rate of interest with respect to the Bonds to the Tax-Exempt Rate shall not have occurred, the interest rate with respect to the Bonds shall remain at the Taxable Rate to maturity.

From and after the Date of Taxability following a Determination of Taxability, the interest rate on the Bonds shall increase to the Taxable Rate.

(b) Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by wire transfer to an account in the United States of America to any registered owner of Bonds who shall furnish written wire instructions to the Trustee on or before the applicable Record Date. Such instructions shall remain in effect until rescinded in writing by the Owner. Principal of and redemption premium (if any) on the Bonds shall be paid upon presentation and surrender thereof, at final maturity or full redemption only, at the Trust Office. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Notwithstanding anything herein to the contrary, the Bonds shall not be required to be surrendered for payment except at final payment at maturity hereof or earlier full redemption pursuant to the terms hereof. In addition, notice of redemption shall not be required for regularly-scheduled mandatory sinking fund payments made pursuant to the terms hereof.

(c) The Bonds shall be dated as of their date of delivery and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) the Bonds are authenticated on or before February 15, 2019, in which event they shall bear interest from their date of delivery; *provided, however*, that if, as of the date of authentication of the Bonds, interest thereon is in default, the Bonds shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(d) Notwithstanding anything herein to the contrary, so long as the Bonds are owned by the Original Purchaser, (i) the Trustee shall pay principal of and interest and redemption premium on the Bonds when due by wire transfer in immediately available funds to the Original Purchaser in accordance with wire transfer instructions set forth below (or such other wire instructions as shall be filed by the Original Purchaser with the Trustee from time to time), (ii) payments of principal on the Bonds shall be made without the requirement for presentation and surrender of the Bonds by the Original Purchaser, and (iii) the Trustee shall not be required to give notice to the Original Purchaser of the redemption of Bonds under Section 2.03(b).

(e) Notwithstanding anything herein to the contrary, if any Interest Payment Date is not a Business Day, payments of principal and interest shall be due on the next succeeding Business Day with the same force and affect as if such payments were made on the Interest Payment Date.

Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Owner on such Record Date and shall be paid to the person in whose name the Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to the Owners not less than ten (10) days prior to such Special Record Date.

Section 2.03. Form of Bonds. The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.04. Execution of Bonds. The Bonds shall be signed in the name and on behalf of the City with the facsimile signature of its Mayor, Director of Administrative Services or Financial Services Director and attested by the facsimile signature of its City Clerk. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though the individual who signed the same had continued to be such officer of the City. Also, any Bond may be signed on behalf of the City by any individual who on the actual date of the execution of such Bond shall be the proper officer although on the nominal date of such Bond such individual shall not have been such officer of the City.

Only such of the Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A attached hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Transfer of Bonds.

(a) The Bonds may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bonds shall be surrendered for registration of transfer, the City

shall execute and the Trustee shall deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denominations. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.05. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the City.

The Trustee may refuse to transfer, under the provisions of this Section 2.05, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

(b) Ownership of the Bonds may be transferred in whole only, but only to a person or persons that the Owner reasonably believes is either:

(i) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended,

(ii) an accredited investor as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended,

(iii) a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to qualified institutional buyers or accredited investors, or

(iv) an affiliate of the Original Purchaser,

in each case (other than to an affiliate of the Original Purchaser) that executes and delivers to the Trustee a letter in substantially the form attached hereto as Exhibit B.

Notwithstanding the foregoing, the Bonds are not transferrable prior to September 1, 2019, except to an affiliate of the Original Purchaser and may be participated in part. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.06. Exchange of Bonds. Bonds may be exchanged at the Trust Office, for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity. The Trustee shall require the Owner requesting such exchange to pay any tax or other charge required to be paid with respect to such exchange. The Trustee may refuse to exchange, under the provisions of Section 2.06, any Bonds selected by the Trustee for redemption under Article IV, or any Bonds during the period established by the Trustee for the selection of Bonds for redemption.

Section 2.07. Temporary Bonds. The Bonds may be issued initially in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bond may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the City and may contain such reference to any of the provisions of this Indenture as may be appropriate. A temporary Bond may be in the form of a single registered bond payable in installments, each on the date, in the amount and at the rate of interest established for the Bonds maturing on such date. Every temporary Bond shall be executed by the City and authenticated by the Trustee upon the same conditions and in the same manner as the definitive Bonds. If the City issues temporary Bonds, it will execute and deliver definitive Bonds as promptly thereafter

as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Trust Office, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations of the same maturity or maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.08. Bond Registration Books. The Trustee will keep or cause to be kept at its Trust Office sufficient books for the registration and transfer of the Bonds, which shall at all times during regular business hours be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and authorized denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and destroyed and the Trustee shall provide evidence of such destruction to the City. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and the Trustee and, if such evidence be satisfactory to the Trustee and indemnity for the City and the Trustee satisfactory to the Trustee shall be given, the City, at the expense of the Bond Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity). The City may require payment of a reasonable fee for each new Bond issued under this Section 2.09 and of the expenses which may be incurred by the City and the Trustee in connection therewith. Any Bond issued under the provisions of this Section 2.09 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the City whether or not the Bond alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds secured by this Indenture.

ARTICLE III

ISSUE OF BONDS; APPLICATION OF PROCEEDS; COSTS OF ISSUANCE FUND

Section 3.01. Issuance of Bonds. At any time after the adoption, execution and delivery of this Indenture, the City may execute and the Trustee, upon Request of the City, shall authenticate and deliver Bonds in the aggregate principal amount of _____ dollars (\$_____).

Section 3.02. Application of Proceeds of Bonds. Upon the receipt of payment for the Bonds on the Closing Date of \$_____, being the principal amount of the Bonds, the Trustee shall apply the proceeds of sale thereof as follows:

(a) The Trustee shall deposit to the Costs of Issuance Fund the sum of \$_____; and

(b) The Trustee shall transfer to the Escrow Bank the sum of \$_____ for deposit in the Escrow Fund.

The Trustee may establish temporary funds or accounts on its records to facilitate such transfer.

Section 3.03. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The moneys in the Costs of Issuance shall be used and withdrawn by the Trustee to pay Costs of Issuance upon receipt by the Trustee of a Requisition of the City stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said account. Each such Requisition of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(b) At the end of three months from the Closing Date, or upon earlier receipt of a Certificate of the City stating that amounts in the Costs of Issuance Fund are no longer required for the payment of Costs of Issuance, the Costs of Issuance Fund shall be closed and any amounts then remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund.

Section 3.04. Validity of Bonds.

(a) The City has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now authorized, pursuant to each and every requirement of the Refunding Bond Law to issue the Bonds in the form and manner provided in this Indenture and the Bonds shall be entitled to the benefit, protection and security of the provisions of this Indenture.

(b) From and after the issuance of the Bonds, the findings and determinations of the City respecting the Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the Bonds is at issue, and no bona fide purchaser of any of the Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required

prior to such issuance or to the application of the proceeds of sale of the Bonds. The recital contained in the Bonds that the same are issued pursuant to the Refunding Bond Law and this Indenture shall be conclusive evidence of their validity and of the regularity of their issuance and all Bonds shall be incontestable from and after their issuance. The Bonds shall be deemed to be issued, within the meaning of this Indenture, whenever the definitive Bonds (or any temporary Bonds exchangeable therefor) have been delivered to the purchaser thereof and the proceeds of sale thereof received.

ARTICLE IV
REDEMPTION OF BONDS

Section 4.01. Redemption.

(a) *Optional Redemption.* Prior to the Tax-Exempt Conversion Date, the Bonds are not subject to optional redemption. On and after the Tax-Exempt Conversion Date, the Bonds will be subject to optional redemption as selected by the Purchaser in connection with the conversion of interest on the Bonds to the Tax-Exempt Rate pursuant to Section 2.02 of this Indenture. In the event the interest rate with respect to the Bonds is not converted from the Taxable Rate to the Tax-Exempt Rate, the Bonds will be subject to redemption, at the option of the City on any date on or after September 1, 2021, as a whole only, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, together with a premium, as set forth in the following table:

Redemption Period	Premium
September 1, 2021 through August 31, 2022	2%
September 1, 2022 through August 31, 2025	1
September 1, 2025 and thereafter	0

(b) *Sinking Fund Redemption.* The Bonds are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 2019, and on each September 1 thereafter to and including September 1, 2038, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however,* that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of \$1,000, as shall be designated pursuant to written notice filed by the City with the Trustee.

Sinking Account Redemption Date (September 1)	Principal Amount to be Redeemed
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038†	

†Maturity

Section 4.02. Notice of Redemption.

(a) Written notice of redemption shall be given by the City to the Trustee and the Owner at least thirty (30) days prior to the date of redemption (unless a shorter time shall be acceptable to the Trustee in the sole determination of the Trustee). Unless waived by the Owner, notice of any such redemption shall be given by the Trustee on behalf of the City by mailing a copy of a redemption notice by first class mail, postage prepaid, at least 20 days and not more than 60 days prior to the date fixed for redemption to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Registration Books.

All notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Trust Office.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) interest with respect to such Bonds or portions of Bonds shall cease to accrue and be payable. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same maturity in the amount of the unredeemed principal.

All Bonds which have been redeemed shall be canceled and destroyed by the Trustee and shall not be reissued.

(b) Notice of redemption of Bonds shall be given by the Trustee, at the expense of the City, for and on behalf of the City.

(c) Notwithstanding the foregoing, in the case of any optional redemption of the Bonds under Section 4.01(a), the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Bonds to be redeemed on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem such Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners, to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

Section 4.03. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the redemption date on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the redemption price specified in such notice plus interest accrued thereon to the redemption date, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owner of said Bonds shall have no rights in respect thereof except to receive payment of said redemption price.

All Bonds redeemed pursuant to the provisions of this Article IV shall be canceled upon surrender thereof and destroyed pursuant to the Trustee's retention policy then in effect with a certificate of destruction delivered to the Order of the City upon its written request.

ARTICLE V

GROSS REVENUES; NET REVENUES

Section 5.01. Pledge of Net Revenues. The Bonds and any Parity Obligations shall be secured by a first pledge of all of the Net Revenues. In addition, the Bonds shall be secured by a pledge of all of the moneys in all funds and accounts held by the Trustee hereunder, including all amounts derived from the investment of such moneys. Such pledge shall constitute a lien on the Net Revenues and such other moneys for the payment of the principal of and interest and premium (if any) on the Bonds and any Parity Obligations in accordance with the terms hereof. The Bonds shall be equally secured by a pledge, charge and lien upon the Net Revenues, without priority for number or date, shall be and are secured by an exclusive pledge, charge and lien upon the Net Revenues and such moneys, except as set forth in this Section 5.01. So long as any of the Bonds or any Parity Obligations are Outstanding, the Net Revenues and such moneys shall not be used for any other purpose, except as set forth in this Section 5.01 except, that out of the Net Revenues, there may be apportioned such sums, for such purposes, as are expressly permitted by Section 5.02.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds and the covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

The Trustee shall establish and maintain the Bond Fund and, within the Bond Fund, the Interest Account, the Principal Account and the Sinking Account.

Section 5.02. Receipt, Deposit and Application of Gross Revenues and Net Revenues.

(a) *Application of Gross Revenues.* All of the Gross Revenues shall be deposited by the City immediately upon receipt in the Wastewater Fund. All Gross Revenues shall be held in trust by the City in the Wastewater Fund and shall be applied, transferred, used and withdrawn only for the following purposes:

(i) **Operation and Maintenance Costs.** The City shall first pay from the moneys in the Wastewater Fund the budgeted Operation and Maintenance Costs as such Operation and Maintenance Costs become due and payable.

(ii) **Payment of Debt Service.** On or before the 5th Business Day preceding each Interest Payment Date, the City shall withdraw from the Wastewater Fund and transfer to the Trustee, for deposit in the Bond Fund, an amount which, together with the balance then on deposit in the Bond Fund, the Interest Account, the Principal Account and the Sinking Account (other than amounts required for payment of principal of or interest on any Bonds which have matured but which have not been presented for payment), is equal to the aggregate amount of principal of and interest coming due and payable on the Bonds and shall withdraw from the Wastewater Fund and transfer amounts required for the payment of debt service on any Parity Obligations. The transfers required to pay debt service on the Bonds and any Parity Obligations shall be made without preference or priority and, in the event moneys in the Wastewater Fund

are not sufficient to pay the debt service requirement for the Bonds and any Parity Obligations, the City shall pay such amounts on a pro rata basis based on the debt service requirements for the Bonds and each outstanding Parity Obligation.

(iii) **Surplus.** As long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above, any moneys remaining in the Wastewater Fund may at any time be treated as surplus and applied for any lawful purpose.

(b) *Application of Moneys in the Bond Fund.* On or before the Business Day preceding each Interest Payment Date, the Trustee shall transfer from the Bond Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Bond Fund), the following amounts, in the following order of priority, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Net Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

First: to the Interest Account, the aggregate amount of interest becoming due and payable on the next succeeding Interest Payment Date on all Bonds then Outstanding;

Second: to the Principal Account, the aggregate amount of principal becoming due and payable on the Outstanding Bonds on the next succeeding Interest Payment Date, if any; and

Third: to the Sinking Account, the aggregate amount of sinking fund installment becoming due and payable on the Outstanding Bonds on the next succeeding Interest Payment Date, if any.

Section 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased prior to maturity pursuant to this Indenture).

Section 5.04. Application of Principal Account. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely for the purposes of paying the principal of the Bonds when due and payable.

Section 5.05. Application of Sinking Account. All amounts in the Sinking Account shall be used and withdrawn by the Trustee solely for the purposes of paying the sinking fund installments of the Bonds when due and payable.

Notwithstanding the foregoing, if some but not all of the Bonds have been theretofore redeemed pursuant to Sections 4.01(a), the total amount of all future mandatory Sinking Account payments shall be reduced by the aggregate principal amount of Bonds so redeemed, allocated among such mandatory Sinking Account payments on a pro rata basis in integral multiples of \$1,000 as determined by the City (notice of which determination shall be given to the Trustee). In the event of a redemption pursuant to Section 4.01(a) the City shall provide the Trustee with a revised sinking fund schedule giving effect to the optional redemption so completed.

Any amounts remaining in the Sinking Account when all of the Bonds are no longer Outstanding shall be withdrawn by the Trustee and transferred to the City for deposit in the Wastewater Fund.

Section 5.06. Investment of Moneys in Funds and Accounts. All moneys in any of the funds and accounts established pursuant to this Indenture shall, upon Request of the City provided at least two Business Days prior to the date of investment, be invested by the Trustee, but solely in Permitted Investments. In the absence of any such directions from the City, the Trustee shall invest any such moneys in the money market fund set forth in the letter of authorization and direction executed by the City and delivered to the Trustee. If no specific money market fund had been specified by the City, the Trustee shall make a request to the City for investment directions and, if no investment directions are provided within 10 days, such amount shall be held in cash, uninvested during such 10 day period and thereafter, until specific investment directions are provided by the City to the Trustee. All Permitted Investments shall be acquired subject to the limitations as to maturities hereinafter set forth in this Section 5.06 and such additional limitations or requirements consistent with the foregoing as may be established by Request of the City.

All interest, profits and other income received from the investment of moneys in any other fund or account established pursuant to this Indenture shall be deposited when received in the Bond Fund. Notwithstanding anything to the contrary contained in this paragraph, an amount of interest received with respect to any Permitted Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Permitted Investment shall be credited to the fund or account for the credit of which such Permitted Investment was acquired.

The Trustee may commingle any of the funds or accounts established pursuant to this Indenture into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee hereunder shall be accounted for separately as required by this Indenture. The Trustee or an affiliate may act as principal or agent in the making or disposing of any investment. The Trustee may sell, or present for redemption, any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Permitted Investment is credited, and, subject to the provisions of Section 9.03, the Trustee shall not be liable or responsible for any loss resulting from such investment.

The City acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the City periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

ARTICLE VI

COVENANTS OF THE CITY; SPECIAL TAX COVENANTS

Section 6.01. Punctual Payment. The City shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Indenture, according to the true intent and meaning thereof, but only out of Net Revenues and other assets pledged for such payment as provided in this Indenture.

Section 6.02. Extension of Payment of Bonds. The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section 6.02 shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 6.03. Discharge of Claims. The City covenants that in order to fully preserve and protect the priority and security of the Bonds the City shall pay from the Net Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Wastewater System which, if unpaid, may become a lien or charge upon the Net Revenues prior or superior to the lien of the Bonds and impair the security of the Bonds. The City shall also pay from the Net Revenues all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Wastewater System or upon any part thereof or upon any of the Net Revenues therefrom.

Section 6.04. Operation of Wastewater System in Efficient and Economical Manner. The City covenants and agrees to operate, or cause to be operated, the Wastewater System in an efficient and economical manner and to operate, maintain and preserve the Wastewater System in good repair and working order.

Section 6.05. Against Encumbrance. Except as provided herein, the City covenants that the property, facilities and improvements of the Wastewater System shall not be voluntarily mortgaged or otherwise encumbered, leased, pledged, any charge placed thereon, or disposed of as a whole or substantially as a whole unless such sale or other disposition shall be so arranged as to provide for a continuance of payments into the Bond Fund sufficient in amount to permit payment therefrom of the principal of and interest on the Outstanding Bonds, and also to provide for such payments into the funds as are required under the terms of this Indenture. Notwithstanding the foregoing, the City may lease real property constituting a portion of the Wastewater System; provided that the lease payments shall be considered Gross Revenues hereunder.

The City further covenants that the Net Revenues or any other funds pledged or otherwise made available to secure payment of the principal of and interest on the Outstanding Bonds shall not be mortgaged, encumbered, sold, leased, pledged, any charge placed thereon, or disposed of or used except as authorized by the terms of this Indenture. The City further covenants that it will not enter into any agreement which impairs the operation of the

Wastewater System or any part of it necessary to secure adequate Net Revenues to pay the principal and interest of the Bonds or which otherwise would impair the rights of the Bond Owners with respect to the Net Revenues.

Section 6.06. Records and Accounts. The City covenants that it shall keep proper books of record and accounts of the Wastewater System, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Wastewater System. Said books shall, upon reasonable request, be subject to the inspection of the Owners of not less than ten percent (10%) of the Outstanding Bonds or their representatives authorized in writing.

The City covenants that it will cause the books and accounts of the Wastewater System to be audited annually by an Independent Accountant and will make available for inspection by the Bond Owners at the Trust Office, upon reasonable request, a copy of the report of such Independent Accountant. Any such audit may be combined with and be a part of the general audit of the City's financial records.

Section 6.07. Rates and Charges.

(a) *Covenant Regarding Gross Revenues*. The City covenants to fix, prescribe, revise and collect rates, fees and charges for the Wastewater System as a whole for the services and improvements furnished by the Wastewater System during each Fiscal Year which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues that are sufficient to pay the following amounts in the following order of priority:

(i) all anticipated Operation and Maintenance Costs of the Wastewater System for such Fiscal Year;

(ii) Debt Service payments on the Bonds and any Parity Obligations as they become due and payable during such Fiscal Year, without preference or priority, except to the extent such Debt Service payments are payable from the proceeds of the Bonds or such Parity Obligations, as applicable, or from any other source of legally available funds of the City that have been deposited with the Trustee or otherwise segregated for purposes prior to the commencement of such Fiscal Year (not including a debt service reserve fund);

(iii) the amount, if any, required to restore the balance in any reserve fund established for Parity Obligations, to the full amount of the reserve requirement with respect to any such Parity Obligations; and

(iv) all other payments required to meet any other obligations of the City which are charges, liens, encumbrances upon, or which are otherwise payable, from the Revenues during such Fiscal Year.

(b) *Covenant Regarding Net Revenues*. In addition, the City covenants to fix, prescribe, revise and collect, or cause to be fixed, prescribed, revised and collected, rates, fees and charges for the services and improvements furnished by the Wastewater System during each Fiscal Year which are sufficient to yield Net Revenues which are at least equal to one hundred ten percent (110%) of the total Debt Service Payments on the Bonds and any debt service on Parity Obligations coming due and payable in such Fiscal Year.

Section 6.08. Limitations on Future Obligations Secured by Net Revenues.

(a) *No Obligations Superior to Bonds.* In order to protect further the availability of the Net Revenues and the security for the Bonds and any Parity Obligations, the City covenants that no additional bonds or other indebtedness that are payable out of the Net Revenues in whole or in part will be issued or incurred on a senior basis to the Bonds and any Parity Obligation.

(b) *Parity Obligations.* Additional obligations may be issued on a parity with the Bonds and any then existing Parity Obligations subject to the following specific conditions which are hereby made conditions precedent to the issuance and delivery of such Parity Obligations, except that the City need not comply with subparagraph (ii) if the proposed Parity Obligations are incurred to prepay or post a security deposit for the payment of the Bonds or Parity Obligations:

(i) The City shall be in compliance with all covenants set forth in this Indenture and no Event of Default shall have occurred and is continuing.

(ii) The Net Revenues, calculated on sound accounting principles, as shown by the books of the City for the latest Fiscal Year or any more recent twelve (12) month period selected by the City ending not more than sixty (60) days prior to the adoption of the instrument issuing such Parity Obligations are issued, as shown by the books of the City, plus, at the option of the City, either or both of the items hereinafter in this covenant designated (A) and (B), but excluding connection charges, shall at least equal one hundred twenty percent (120%) of the amount of Maximum Annual Debt Service on all Bonds and Parity Obligations to be Outstanding immediately subsequent to the issuance of such Parity Obligations. The items any or all of which may be added to such Net Revenues for the purpose of issuing or incurring Parity Obligations hereunder are the following:

(A) An allowance for Net Revenues from any additions to or improvements or extensions of the Wastewater System to be made with the proceeds of such Parity Obligations, and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of such Fiscal Year or such twelve (12) month period, were not in service, all in an amount equal to seventy percent (70%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown in the written report of an Independent Financial Consultant engaged by the City.

(B) An allowance for earnings arising from any increase in the charges made for service from the Wastewater System which has become effective prior to the incurring of such additional indebtedness but which, during all or any part of such Fiscal Year or such twelve (12) month period, was not in effect, in an amount equal to the amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or such twelve (12) month period, all as shown in the written report of an Independent Financial Consultant engaged by the City.

(iii) The instrument providing for the issuance of such Parity Obligations shall provide that:

(A) The proceeds of such Parity Obligations shall be applied to the acquisition, construction, improvement, financing or refinancing of additional facilities, improvements or extensions of existing facilities within the Wastewater System, or otherwise for facilities, improvements or property which the City determines are of benefit to the Wastewater System, or for the purpose of refunding any Bonds or Parity Obligations in whole or in part, including all costs (including costs of issuing such Parity Obligations and including capitalized interest on such Parity Obligations during any period which the City deems necessary or advisable) relating thereto;

(B) Interest on such Parity Obligations shall be payable on March 1 and September 1 in each year of the term of such Parity Obligations except the first year, during which year interest may be payable on any March 1 or September 1; and

(C) The principal of such Parity Obligations shall be payable on September 1 in any year in which principal is payable.

(iv) A reserve fund may, but shall not be required to, be established for such Parity Obligations.

(c) *Subordinate Obligations.* Additional obligations may be issued on a basis subordinate to the Bonds to the extent determined by the City.

Section 6.09. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Indenture.

Section 6.10. Waiver of Laws. The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Section 6.11. Other Covenants.

(a) *Reporting Requirements.* The City hereby covenants and agrees that it will provide to the Owner:

(i) the Comprehensive Annual Financial Report (CAFR) of the City within nine months after the end of each fiscal year, which shall include audited financial statements of the City, with a standard opinion provided by the auditor in accordance with Generally Accepted Accounting Principles including required supplemental information;

(ii) a certification of the City (A) demonstrating the ratio of Net Revenues to scheduled debt service on the Bonds, any outstanding Parity Obligations and any subordinate obligations for the prior fiscal year; and (B) such additional information with respect to the City or Net Revenues as the Owner may from time to time reasonably request. Said Report to be provided by October 31 of each year. Upon written notice to each Bond Owner, any information to be provided pursuant to this covenant

may be provided directly to the Owner or may be disseminated through the dissemination services provided through EMMA; and

(iii) immediately upon the City's knowledge thereof, notices of (A) any default on any debt obligation, (B) Material Litigation, (C) material governmental proceedings, or (D) Material Adverse Effect.

(b) *Event of Default.* The City shall immediately notify the Trustee and the Owner by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an event of default under any obligation or this Indenture, together with a detailed statement by an authorized representative of the City of the steps being taken by the City to cure the effect of such event of default.

(c) *Action, Suit or Proceeding.* The City shall promptly notify the Trustee and the Owner in writing (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the City which involve claims equal to or in excess of \$100,000 or that seeks injunctive relief, any material litigation and the occurrence of any Material Adverse Change.

(d) *Costs and Expenses.* Subject to the following sentence, the City agrees to pay the reasonable out-of-pocket expenses and disbursements of the Owners and the necessary and reasonable fees, expenses and disbursements of counsel to the Owners in connection with (A) obtaining any waiver or consent under this Indenture (whether or not the transactions contemplated thereby shall be consummated) or any Event of Default hereunder, (B) the preparation, execution, delivery, administration, defense and enforcement or preservation of rights in connection with a workout, restructuring or waiver with respect to the Bonds, and (C) the occurrence of an Event of Default and collection and other enforcement proceedings resulting therefrom.

(e) *Indemnification.* The City covenants and agrees to indemnify and hold harmless, to the extent permitted by law, the Owner and its incorporators, members, commissioners, directors, officers, agents and employees (collectively, the "Owner Indemnified Persons") against all liability, losses, damages, all reasonable costs and charges (including reasonable fees and disbursements of attorneys, accountants, consultants and other experts), taxes, causes of action, suits, claims, demands and judgments of every conceivable kind, character and nature whatsoever, by or on behalf of any person arising in any manner from the transaction of which this Indenture or the Bonds is a part, including, but not limited to, losses, claims, damages, liabilities or reasonable expenses arising out of, resulting from or in any way connected with (i) the operation of the Wastewater System; (ii) any violation of contract, agreement (including this Indenture) or restriction relating to the Wastewater System; or (iii) the carrying out of any of the transactions contemplated by this Indenture, the Bonds and all documents related thereto.

ARTICLE VII

MAINTENANCE; TAXES; INSURANCE AND CONDEMNATION

Section 7.01. Maintenance and Operation of the Wastewater System. The City covenants and agrees that it will operate and maintain the Wastewater System in accordance with all applicable governmental laws, ordinances, approvals, rules, regulations and requirements including, without limitation, such zoning, sanitary, pollution and safety ordinances and laws and such rules and regulations thereunder as may be binding upon the City.

Section 7.02. Taxes, Assessments, Other Governmental Charges and Utility Charges. The City covenants and agrees that it will pay and discharge all taxes, assessments, governmental charges of any kind whatsoever, and utility charges which may be or have been assessed or which may have become liens upon the Wastewater System or the interest therein of the Trustee or of the Owners of the Bonds, and will make such payments or cause such payments to be made, respectively, in due time to prevent any delinquency thereon or any forfeiture or sale of the Wastewater System or any part thereof, and upon request, will furnish to the Trustee receipts for all such payments, or other evidence satisfactory to the Trustee; *provided, however,* that the City shall not be required to pay any tax, assessment, rate or charge as herein provided as long as it shall in good faith contest the validity thereof, provided that the City shall have set aside adequate reserves with respect thereto.

Section 7.03. Public Liability and Property Damage Insurance. The City shall maintain or cause to be maintained, so long as any Bonds or Parity Obligations remain outstanding, but only if and to the extent available at reasonable cost from reputable insurers, a standard comprehensive general insurance policy or policies in protection of the City and its members, officers, agents, assignees and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Wastewater System. Said policy or policies shall provide coverage in such liability amounts and shall be subject to such deductibles as shall be customary with respect to works and property of a like character. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. The proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.04. Casualty Insurance. The City shall procure and maintain or cause to be procured and maintained, so long as any Bonds or Parity Obligations remain outstanding, but only in the event and to the extent available from reputable insurers at reasonable cost, casualty insurance against loss or damage to any improvements constituting any part of the Wastewater System, covering such hazards as are customarily covered with respect to works and property of like character. Such insurance may be subject to deductible clauses which are customary with respect to works and property of a like character. Such insurance may be maintained as part of or in conjunction with any other casualty insurance coverage carried by the City and may be maintained, in whole or in part, in the form of self-insurance by the City, subject to the provisions of Section 7.05, or in the form of the participation by the City in a joint powers agency or other program providing pooled insurance. All amounts collected from insurance against accident to or destruction of any portion of the Wastewater System shall be used to repair, rebuild or replace such damaged or destroyed portion of the Wastewater System.

Section 7.05. Insurance Net Proceeds; Form of Policies. The City shall pay or cause to be paid when due the premiums for all insurance policies. The City shall annually, on or before September 1, deliver to the Trustee a certificate to the effect that the City has complied with the requirements of Sections 7.03 and 7.04 hereof. The Trustee shall be entitled to rely upon such Certificate of the City as to the City's compliance with Sections 7.03 and 7.04 hereof. In the event that any insurance required pursuant to Section 7.03 or 7.04 shall be provided in the form of self-insurance, the City shall file with the Trustee and the Owner annually, within ninety (90) days following the close of each Fiscal Year, a statement of an independent actuarial consultant identifying the extent of such self-insurance and stating the determination that the City maintains sufficient reserves with respect thereto. In the event that any such insurance shall be provided in the form of self-insurance by the City, the City shall not be obligated to make any payment with respect to any insured event except from Net Revenues or from such reserves.

Section 7.06. Eminent Domain. Any amounts received as awards as a result of the taking of all or any part of the Wastewater System by the lawful exercise of eminent domain, at the election of the City (evidenced by a Written Certificate of the City filed with the Trustee and the City) shall be used for the lease, acquisition or construction of improvements or extension of the Wastewater System.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 8.01. Events of Default. The following events shall be Events of Default:

(a) default in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise, in the amounts and at the times provided therefor;

(b) default in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

(c) default by the City in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained (other than as referred to in subsections (a) or (b) of this Section 8.01), if such default shall have continued for a period of sixty (60) consecutive days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding;

(d) abandonment by the City of the Wastewater System, or any substantial part thereof, and such abandonment shall continue for a period of sixty (60) consecutive days after written notice thereof shall have been given to the City by the Trustee, or to the City and the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, unless the City shall have assumed all of the City's obligations hereunder; *provided, however*, that abandonment by the City shall not constitute an Event of Default if such abandonment was caused by unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market and unusually severe weather or any similar even and/or occurrences beyond the control of the City; or

(e) the City's filing a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or making an assignment for the benefit of creditors, or admitting in writing to its insolvency or inability to pay debts as they mature, or consenting in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of the Wastewater System.

Section 8.02. Acceleration of Maturities. If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee or the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding shall be entitled, upon notice in writing to the City, to declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding.

Any such declaration, however, is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Trustee a sum sufficient to pay all the

principal of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds, and the reasonable charges and expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City and the Trustee, or the Trustee if such declaration was made by the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such default; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 8.03. Application of Net Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, all Net Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of this Indenture (subject to Section 12.12) shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and payment of any outstanding fees and reasonable charges and expenses of the Trustee (including, but not limited to, reasonable fees and disbursements of its counsel, agents and advisors) incurred in and about the performance of its powers and duties under this Indenture;

(b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Indenture (including Section 6.02), as follows:

(i) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference, and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

(ii) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full the whole amount so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of

interest over any other installment of interest, or of any Bond over any other Bond, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.

Section 8.04. Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture, the Refunding Bond Law and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may and shall upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding (or, if more than one such request is received, the written request executed by the Owners of the greatest percentage of Bonds then Outstanding in excess of twenty-five percent (25%)), and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Refunding Bond Law or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Net Revenues and other assets pledged under this Indenture, pending such proceedings. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture (including Section 6.02).

Section 8.05. Bond Owners' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding (but subject to Section 12.04(c), the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction or would expose the Trustee to liability for which it has not been indemnified to its satisfaction.

Section 8.06. Limitation on Bond Owners' Right to Sue. No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Refunding Bond Law or any other applicable law with respect to such Bond, unless (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than twenty-five per cent (25%) in aggregate principal amount of the Bonds then Outstanding (or, if more than one such request is received, the written request executed by the Owners of the greatest percentage of Bonds then Outstanding in excess of twenty-five percent (25%)) shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be

incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under this Indenture, the Refunding Bond Law, the California Government Code or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture (including Section 6.02).

Section 8.07. Absolute Obligation of City. Nothing in Section 8.06 or in any other provision of this Indenture, or in the Bonds, contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, as herein provided, but only out of the Net Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 8.08. Termination of Proceedings. In case any proceedings taken by the Trustee or any one or more Bond Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bond Owners, then in every such case the City, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the City, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

Section 8.09. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 8.10. No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IX
THE TRUSTEE

Section 9.01. Appointment of Trustee; Duties, Immunities and Liabilities of Trustee.

(a) Wells Fargo Bank, National Association is hereby appointed to serve as Trustee under this Indenture. By execution hereof, the Trustee accepts such appointment.

(b) The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture, and no implied duties shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The City may remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (f) of this Section 9.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(d) The Trustee may at any time resign by giving sixty days prior written notice of such resignation to the City and by giving the Bond Owners notice of such resignation by mail to the addresses shown on the Bond Registration Books. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing.

(e) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture, shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the

trusts and conditions herein set forth. Upon request of the successor Trustee, the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the City shall mail a notice of the succession of such Trustee to the trusts hereunder to the Bond Owners at the addresses shown on the registration books maintained by the Trustee. If the City fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the City.

(f) Any Trustee appointed under the provisions of this Section 9.01 in succession to the Trustee shall be a trust company, national banking association or bank having the powers of a trust company having a corporate trust office in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section 9.01.

Section 9.02. Merger or Consolidation. Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company or association resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company or association shall be eligible under subsection (f) of Section 9.01, shall be the successor to such Trustee, as the case may be, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 9.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Indenture or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than twenty-five

percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Bond Owners, pursuant to the provisions of this Indenture, unless such Bond Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(f) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(g) The Trustee makes no representation, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Wastewater System.

(h) The Trustee shall not be deemed to have knowledge of an Event of Default hereunder unless and until a responsible officer in the Trust Office shall have actual knowledge thereof.

(i) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(j) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(k) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(l) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the same if appointed by it with reasonable care.

(m) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee

in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(n) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(o) The Trustee's rights to immunities and protection from liability hereunder and its rights to payment of its fees and expenses and indemnity shall survive its resignation or removal and final payment or defeasance of the Bonds.

Section 9.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, requisition, consent, order, certificate, report, opinion, note or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 9.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject during regular business hours with reasonable prior notice to the inspection of the City

and any Bond Owner, and their agents and representatives duly authorized in writing, at the Trust Office and under reasonable conditions.

Section 9.06. Compensation of Trustee. The City covenants to pay to the Trustee from time to time, from available moneys of the City, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the City will pay or reimburse the Trustee upon its request, from available moneys of the City, for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as are finally determined to have been directly caused by the Trustee's negligence or willful misconduct.

Section 9.07. Indemnification. The City covenants to indemnify the Trustee and to hold it harmless against any loss, liability, damage, cost, expense or advance, including reasonable fees and expenses of counsel and other experts, incurred or made without negligence or willful misconduct on the part of the Trustee, in the exercise and performance of any of the powers and duties hereunder by the Trustee, including the costs and expenses of defending itself against any claim of liability arising under this Indenture. Such indemnification shall survive the termination or discharge of this Indenture and the resignation or removal of the Trustee.

ARTICLE X

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 10.01. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time by a Supplemental Indenture, which the City and the Trustee may execute when the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have been filed with the Trustee; provided that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding under this Section 10.01. No such modification or amendment shall (1) extend the fixed maturity of any Bond, or reduce the amount of principal thereof, provided in this Indenture for the payment of any Bond, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or permit the creation of any lien on the Net Revenues and other assets pledged under this Indenture prior to or on a parity with the lien created by this Indenture, or deprive the Owners of the Bonds of the lien created by this Indenture on such Net Revenues and other assets (except as expressly provided in this Indenture), or terminate the insurance of the Bonds, without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the City and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture to the Bond Owners at the addresses shown on the Bond Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) This Indenture and the rights and obligations of the City, of the Trustee and of the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the City and the Trustee may execute without the consent of any Bond Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City, provided, that no such covenant, agreement, pledge, assignment or surrender shall materially adversely affect the interests of the Owners of the Bonds;

(ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Indenture, or in regard to matters or questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and which shall not materially adversely affect the interests of the Owners of the Bonds; and

(iii) to make such additions, deletions or modifications as may be necessary to assure exclusion from gross income for purposes of federal income taxation of interest on the Bonds.

(c) No such Supplemental Indenture shall modify any of the rights, immunities or obligations of the Trustee without its prior written consent thereto; nor shall the Trustee be required to consent to any such Supplemental Indenture which affects its rights, immunities or obligations hereunder.

Section 10.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after any Supplemental Indenture becomes effective pursuant to this Article X may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand of the Owner of any Bond Outstanding at the time of such execution and presentation of his Bond for the purpose at the Trust Office or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the City and the Trustee, to any modification or amendment contained in such Supplemental Indenture, shall be prepared and executed by the City and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Trust Office, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts of the same maturity.

Section 10.04. Amendment of Particular Bonds. The provisions of this Article X shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by him.

ARTICLE XI
DEFEASANCE

Section 11.01. Discharge of Indenture. Bonds may be paid by the City in any of the following ways; provided that the City also pays or causes to be paid any other sums payable hereunder by the City:

(a) by paying or causing to be paid the principal of and interest on Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money or Permitted Investments described in paragraph (a) of the definition thereof ("Defeasance Obligations") in the necessary amount (as provided in Section 11.01) to pay Bonds Outstanding; or

(c) by delivering to the Trustee, for cancellation by it, Bonds Outstanding.

If the City shall pay all Bonds Outstanding and shall also pay or cause to be paid all other sums payable hereunder by the City, then and in that case, at the election of the City (evidenced by a Certificate of the City, filed with the Trustee, signifying the intention of the City to discharge all such indebtedness and this Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, this Indenture and the pledge of Net Revenues and other assets made under this Indenture and all covenants, agreements and other obligations of the City under this Indenture shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 11.02. In such event, upon Request of the City, the Trustee shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it pursuant to this Indenture which are not required for the payment of Bonds not theretofore surrendered for such payment.

Section 11.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 11.01) to pay any Outstanding Bond, provided that the provisions of Section 11.04 shall apply in all events.

The City may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered which the City may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 11.03. Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or Defeasance Obligations in the necessary amount to pay any Bonds, the money or Defeasance Obligations so to be deposited or held may include money or Defeasance Obligations held by the Trustee in the funds and accounts established pursuant to this Indenture and shall be:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or

(b) Defeasance Obligations the principal of and interest on which when due will provide money sufficient in the opinion of a certified public accountant or other verification agent to

pay the principal of and all unpaid interest to maturity on the Bonds to be paid, as such principal and interest become due.

Section 11.04. Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, any moneys held by the Trustee in trust for the payment of the principal or interest on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable (whether at maturity or by acceleration as provided in this Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the City free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the City as aforesaid, the Trustee, as the case may be, may (at the cost of the City) first mail a notice, in such form as may be deemed appropriate by the Trustee, to the Owners of the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Liability of City Limited to Net Revenues. Notwithstanding anything contained in this Indenture or in the Bonds, the City shall not be required to advance any moneys derived from any source other than the Net Revenues and other assets pledged under this Indenture for any of the purposes mentioned in this Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture.

Section 12.02. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.03. Limitation of Rights to Parties and Bond Owners. Except as provided in Article XII hereof, nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the City, the Trustee and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Trustee and the Owners of the Bonds.

Section 12.04. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. To the fullest extent permitted by law, the City hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Indenture or any documents relating to the Bonds, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the City hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The City hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to this Indenture or the Bonds.

Section 12.05. Additional Rights of Original Purchaser. The following provisions shall apply so long as the Original Purchaser owns 100% of the Bonds:

(a) Notwithstanding any other provision of this Indenture, the Original Purchaser shall have the right to consent to the appointment of a successor Trustee appointed by the City after the resignation or removal of the Trustee.

(b) Notwithstanding any other provision of this Indenture, the Original Purchaser shall have the right to consent to any amendment to this Indenture.

(c) The City shall inform the Original Purchaser promptly upon the occurrence of an Event of Taxability, an Event of Default and any event that may have a material adverse impact to the Wastewater Enterprise.

(d) The Original Purchaser is hereby expressly made a third party beneficiary of this Indenture.

To the Original Purchaser: Flagstar Bank, FSB
51512 Corporate Drive
MD: 4 S 255
Troy, MI 48908
Attention: Commercial Equipment Finance

Any notice provided by the Trustee to the Owners shall also be provided to the City.

Section 12.10. Evidence of Rights of Bond Owners. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the City if made in the manner provided in this Section 12.10.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of registered Bonds shall be proved by the Bond Registration Books held by the Trustee.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in accordance therewith or reliance thereon.

Section 12.11. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the City or by any other obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section 12.11 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 12.12. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it without liability for interest thereon for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 11.04.

Section 12.13. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the protection of the security of the Bonds and the rights of every holder thereof.

Section 12.14. Article and Section Headings and References. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Indenture.

All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof; and words of the masculine gender shall mean and include words of the feminine and neuter genders.

Section 12.15. Waiver of Personal Liability. No member of the City Council, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member of the City Council, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

Section 12.16. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 12.17. Governing Law. This Indenture shall be construed in accordance with and governed by the Constitution and laws of the State. If this Indenture shall be the subject of litigation, venue shall reside in the federal or state courts of California.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the CITY OF KING CITY has caused this Indenture to be signed in its name by the Assistant City Manager of the City and attested by the City Clerk, and WELLS FARGO BANK, NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by one of its authorized officers, all as of the day and year first above written.

CITY OF KING CITY

By _____
City Manager

Attest:

Deputy City Clerk

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Officer

EXHIBIT A
FORM OF BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 2.05 OF THE INDENTURE DESCRIBED HEREIN.
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United States of America
State of California

CITY OF KING CITY
(Monterey County, California)
Taxable Wastewater Refunding Revenue Bond, Series 2018

INTEREST RATE	MATURITY DATE	DATED DATE
4.810%*	September 1, 2038	September 12, 2018

REGISTERED OWNER: FLAGSTAR BANK, FSB

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF KING CITY, a municipal corporation and general law city duly organized and existing under the laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns (the "Owner"), on the Maturity Date stated above, the Principal Amount stated above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the March 1 or September 1 (each an "Interest Payment Date") next preceding the date of authentication hereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and unless said date of authentication is prior to February 15, 2019, in which event such interest is payable from the Dated Date stated above, calculated on the basis of a 30-day month and 360 days in a year; *provided, however*, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the date to which interest has previously been paid or made available for payment on this Bond in full at the Interest Rate per annum stated above, payable semiannually on each Interest Payment Date, commencing March 1, 2019. The principal amount of this Bond is payable at the designated corporate trust office of Wells Fargo Bank, National Association, as trustee (the "Trustee"), initially its corporate trust office in Los Angeles, California, or at such office as the Trustee may designate, upon presentation and surrender of this Bond to the Trustee. Payment of the interest on this Bond will be made to the person whose name appears on the bond registration books of the Trustee as the Owner thereof as of the fifteenth day of the month immediately preceding an Interest Payment Date whether or not said day is a business day (the "Record Date"), such interest to be paid by wire transfer, at the Owner's address as it appears on such bond registration books or to such account within the United States as shall have been identified by the Owner in the notice requesting payment by wire transfer.

*This is the Taxable Rate (as such term is defined in the Indenture) which is subject to conversion to the Tax-Exempt Rate (as such term is defined in the Indenture) pursuant to the provisions of the Indenture. If converted, the Tax-Exempt Rate will 3.800%. Upon a Determination of Taxability (as such term is defined in the Indenture) the interest rate shall convert to the Taxable Rate.

Further, from and during the continuance of an Event of Default under the Indenture, the Bonds shall, at the option of the Owner, bear interest at the Default Rate specified in the Indenture.

Capitalized terms used herein and not otherwise defined are used with the meanings ascribed to them in the Indenture of Trust (the "Indenture"), dated as of September 1, 2018, by and between the City and the Trustee.

This Bond is designated as "City of King City (Monterey County, California) Taxable Wastewater Refunding Revenue Bonds, Series 2018" (the "Bonds"), issued pursuant to the provisions of Article 10 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53570) of the California Government Code (the "Refunding Bond Law") in the aggregate principal amount of \$ _____, issued under and pursuant to the Indenture and approved by the City by Resolution No. _____, adopted by the City Council of the City on August 28, 2018. A copy of the Indenture is on file at the office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Refunding Bond Law is made for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the net revenues (the "Net Revenues") of the City's municipal water enterprise (the "Wastewater System"), as more particularly described in the Indenture, and the rights of the Owners of the Bonds. All the terms of the Indenture and the Refunding Bond Law are hereby incorporated herein and constitute a contract between the City and the Owners from time to time of this Bond, and to all the provisions thereof the Owner of this Bond, by his acceptance hereof, consents and agrees. Each taker and subsequent Owner hereof shall have recourse to all of the provisions of the Refunding Bond Law and the Indenture and shall be bound by all of the terms and conditions thereof.

The interest rate payable with respect to the Bonds shall convert to the Tax-Exempt Rate, on any date on and after June 1, 2019 (the "Tax-Exempt Conversion Date"), upon the satisfaction of the following conditions precedent to such conversion:

(i) The election by the City to convert the interest rate with respect to the Bonds to the Tax-Exempt Rate;

(ii) Selection by the Owner of one of the following two redemption options which shall become applicable to the Bonds to maturity:

(1) The Bonds are subject to optional redemption, at the option of the City on any Interest Payment Date on or after September 1, _____, as a whole, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, plus a premium, as set forth in the following table:

Redemption Period	Premium
September 1, _____ through August 31, _____	_____
September 1, _____ through August 31, _____	_____
September 1, _____ and _____ thereafter	_____

or

(2) The Bonds are subject to optional redemption, at the option of the City on any Interest Payment Date on or after September 1, _____, as a whole, from any available source of funds, at a redemption price equal to the principal amount

thereof, together with accrued interest to the date fixed for redemption,, plus a premium, as set forth in the following table:

Redemption Period	Premium
September 1, ____ through August 31, ____	
September 1, ____ through August 31, ____	
September 1, ____ and ____ thereafter	

(iii) Appropriate amendments or supplements to the Indenture, if required, subject to the requirements of thereof;

(iv) Delivery of an arbitrage certificate executed by the City with respect to certain tax matters relating to the Bonds after interest with respect thereto is converted to the Tax-Exempt Rate;

(v) The filing of an IRS Form 8038-G, executed by the City; and

(vi) Issuance of an opinion of Bond Counsel (as such term is defined in the Indenture) to the effect that the conditions precedent set forth above to the conversion of interest with respect to the Bonds to the Tax-Exempt Rate have been satisfied and that subject to the City's compliance with certain covenants, interest with respect to the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, is not included as an item of tax preference in computing the alternative minimum tax under the Code.

If, by September 1, 2019, the conditions precedent to the conversion of the rate of interest with respect to the Bonds to the Tax-Exempt Rate shall not have occurred, the interest rate with respect to the Bonds shall remain at the Taxable Rate to maturity.

Notwithstanding anything herein to the contrary, this Bond shall not be required to be surrendered for payment except at final payment at maturity hereof or earlier full redemption pursuant to the terms hereof. In addition, notice of redemption shall not be required for regularly scheduled mandatory sinking fund payments made pursuant to the terms hereof.

The Bonds are issued to provide for the refunding of certain outstanding obligations of the City. The Bonds are special obligations of the City and are payable, as to interest thereon and principal thereof, from the Net Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, that portion of the Net Revenues necessary to pay the principal of and interest on the Bonds in any Fiscal Year, and the Net Revenues constitute a trust fund for the security and payment of the principal of and interest on all of the Bonds. Additional obligations of the City payable from the Net Revenues may be issued but only on a subordinate basis to the Bonds.

The principal of and interest on the Bonds are payable solely from the Net Revenues, and the City is not obligated to pay the Bonds except from the Net Revenues. The general fund of the City is not liable, and the full faith and credit or taxing power of the City is not pledged, for the payment of the principal of and interest on the Bonds. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the City or any of its income or receipts, except the Net Revenues.

The City covenants that, so long as any of the Bonds are outstanding, it will fix, prescribe and collect charges so as to yield Net Revenues at least equal to the amounts thereof

prescribed by the Indenture and sufficient to pay the principal of and interest on the Bonds in accordance with the provisions of the Indenture.

Prior to the Tax-Exempt Conversion Date, the Bonds are not subject to optional redemption. On and after the Tax-Exempt Conversion Date, the Bonds will be subject to optional redemption as selected by the Purchaser in connection with the conversion of interest on the Bonds to the Tax-Exempt Rate pursuant to the Indenture. In the event the interest rate with respect to the Bonds is not converted from the Taxable Rate to the Tax-Exempt Rate, the Bonds will be subject to redemption, at the option of the City on any date on or after September 1, 2021, as a whole or in part, from any available source of funds, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, together with a premium, as set forth in the following table:

Redemption Period	Premium
September 1, 2021 through August 31, 2022	2%
September 1, 2022 through August 31, 2025	1
September 1, 2025 and thereafter	0

The City shall be required to give the Trustee written notice of its intention to optionally redeem Bonds at least forty-five (45) (or such lesser number of days as acceptable to the Trustee, in the sole discretion of the Trustee), but not more than seventy-five (75) days, prior to the date fixed for such redemption.

The Bonds are subject to mandatory redemption, in part by lot, from Sinking Account payments set forth in the following schedule on September 1, 2019, and on each September 1 thereafter to and including September 1, 2038, at a redemption price equal to the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of Sinking Account payments to be made subsequent to such redemption shall be reduced in an amount equal to the principal amount of the Bonds so redeemed by reducing each such future Sinking Account payment on a pro rata basis (as nearly as practicable) in integral multiples of \$1,000, as shall be designated pursuant to written notice filed by the City with the Trustee.

Sinking Account Redemption Date (September 1)	Principal Amount to be Redeemed
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038+	

†Maturity

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the office of the Trustee, by the Owner hereof in person, or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds, without coupons, and in the same aggregate principal amount and of the same maturity, shall be issued to the transferee in exchange herefor, as provided in the Indenture, and upon the payment of charges, if any, including, after the first exchange, the cost of preparing new Bonds therein prescribed.

The rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture. No such modification or amendment shall permit a change in the maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the Owners of which is required to effect any such modification or amendment, all as more fully set forth in the Indenture.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by the Constitution or laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the City of King City has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Mayor and the manual or facsimile signature of its City Clerk all as of the Dated Date stated above.

CITY OF KING CITY

By _____
Mayor

Attest:

City Clerk

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture, which has been authenticated and registered on _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto

whose address and social security or other tax identifying number is

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s)

attorney, to transfer the same on the Bond registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

FORM OF PURCHASER'S LETTER

City of King City
212 South Vanderhurst Avenue
King City, California 93930

Re: \$_____ City of King City (Monterey County, California) Taxable Wastewater
Refunding Revenue Bonds, Series 2018

Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the purchaser of the above-referenced bonds (the "Bonds") does hereby certify, represent and warrant for the benefit of the City of King City (the "City") and Wells Fargo Bank, National Association, as trustee (the "Trustee") that:

(a) The Purchaser (MARK OR INDICATE APPROPRIATELY):

is a qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"),

is an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or

is a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors.

(b) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(c) The Purchaser is not now and has never been controlled by, or under common control with, the City. The City has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the City or with any affiliate in connection with the Bonds, other than as disclosed to the City.

(d) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certificates, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(e) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, and (ii) will not be listed on any stock or other securities exchange.

(f) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.05 of the Indenture of Trust, dated as of May 1, 2018, by and between the City and the Trustee (the "Indenture"), including in certain circumstances the requirement for the delivery to the City and the Trustee of a letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.05 of the Indenture shall cause the purported transfer to be null and void.

(h) Neither the Trustee nor Bond Counsel, or any of their employees, counsel or agents will have any responsibility to the Purchaser for the accuracy or completeness of information obtained by the Purchaser from any source regarding the City or its financial condition, the provision for payment of the Bonds, or the sufficiency of any security therefor. The Purchaser acknowledges that, as between the Purchaser and all of such parties, the Purchaser has assumed responsibility for obtaining such information and making such review as the Purchaser deemed necessary or desirable in connection with its decision to purchase the Bonds.

(i) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the City has not undertaken to provide any continuing disclosure with respect to the Bonds, except as otherwise provided in the Indenture.

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Indenture.

[PURCHASER]

By _____
Name _____
Title _____