

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

TUESDAY OCTOBER 9, 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. Waste Management Performance Report – King City by Elia Zavala, Salinas Valley Solid Waste Authority

6. PUBLIC COMMENT

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of September 25, 2018 Council Meeting
Recommendation: approve and file.
- B. Consideration: Notice of Completion – 2018 King City Street Project
Recommendation: 1) approve resolution No. 2018-4666 accepting completion of the 2018 King City Street Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.
- C. Consideration: Revision to Code Enforcement Priorities
Recommendation: approve revisions to the City's Code Enforcement priorities to establish substandard housing as the top priority for enforcement efforts.
- D. Consideration: Resolution Authorizing the City Manager Submittal of An Application, Acceptance of Funds and Execution of Grant Agreement with The California Department of Transportation for the Airport Improvement Matching Grant Program
Recommendation: adopt Resolution No. 2018-4668 to authorize the City Manager to submit, accept and execute a grant agreement with Caltrans for Airport Improvement Project 2018 Matching Grant Program.
- E. Consideration: Resolution Declaring a Shelter Crisis
Recommendation: adopt a resolution declaring a Shelter Crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code §8698.2).
- F. Consideration: Contract Services Agreement for Building Plan Review and Inspection Services
Recommendation: 1) approve and authorize the City Manager to execute a Contract Services Agreement with CSG Consultants, Inc. for building plan review and inspection services; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.
- G. Consideration: Transfer of Executive Hangar Lease
Recommendation: 1) approve a ground lease with Chris Madson for Executive Hangar Lease Space #3; and 2) authorize the City Manager to execute the lease and make any non-substantive changes necessary as approved as to form by the City Attorney.
- H. Consideration: Update to FY 2018-19 Job Classification Plan
Recommendation: adopt a resolution approving an update to the FY 2018-19 Job Classification Plan.

10. PUBLIC HEARINGS

- A. Consideration: Introduction of an Ordinance of The City Council of The City of King Amending Chapter 17.03 of Title 17 of The King City Municipal Code Pertaining to Commercial Cannabis Activity Including Odor Control Requirements and Limitations, and Related CEQA Determination
Recommendation: introduce an Ordinance amending Chapter 17.03 of Title 17 of the King City Municipal Code pertaining to commercial cannabis, including odor control requirements and limitations, to be read by title only, open the hearing, allow public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance and related CEQA determination.

11. REGULAR BUSINESS

- A. Consideration: Sports Field Improvement and Maintenance Plan, Including Adopting Finding of a Class 1 Categorical Exemption Pursuant to Section 1530 of the CEQA Guidelines
Recommendation: 1) approve the proposed Sports Field Improvement and Maintenance Plan, including annual closure of sports fields for renovation and upgrades; and 2) adopt finding of a Class 1 categorical exemption pursuant to Section 1530 of the CEQA Guidelines.

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 Council Meeting
September 25, 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 Cullen

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams; City Attorney Shannon Chaffin; Admin. Asst./Deputy City Clerk, Erica Sonne.

4. CLOSED SESSION ANNOUNCEMENTS:

No recordable actions taken at the last meeting.

5. PRESENTATIONS:

Crystal working for Clinica de Salud was here to accept a proclamation pronouncing September 28 through October 14, 2018 Binational Health week.

Joe Gonzalez, YMCA presented a PowerPoint on updates that YMCA is doing for soccer. Lulu Vargas branch manager was introduced by him. He also went over the areas they try to affect and build. He also went over program evaluations showing what kids learn in King City. The 8-week programs try to teach caring, respect, honesty and responsibility through soccer. They want to strengthen the community.

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member Cullen stated October 7th BBQ tickets for Fire Department are currently for sale. Solid Waste Authority meeting last week. In October doing retreats in a regular session meeting. Fair board meeting next week.

Mayor Pro Tem Victoria stated AMBAG is tomorrow.

Council Member DeLeon attended an interesting school board meeting. The District is thinking of going to year-round school and he encourages all to get involved.

Council Member Acosta attended the League of California Cities and she attended the marijuana session "9 Months In" and found that King City is on the map as far as manufacturing and that King City was so far ahead. The State made a decision at least for second quarter on 15% tax subject to change. No agreement or defined a policy on manufacturing find a way for it to be volatile. She is so proud of King City. She also got to sit in on homelessness sessions. She thanked for being allowed to go. They also stated that odor is going to be a byproduct of the processing of marijuana.

Mayor LeBarre thanked Karen Jernigan for presenting a proclamation to Pinnacles National Park Superintendent Karen Dorn upon her retirement. Tomorrow he has a Leadership Council meeting for homeless solutions. He was at the MST national transit conference in Nashville. Hartnell expansion workshop, building is moving along and he feels we will be happy with the build out. He thanked Mayor Pro Tem for the invite to El Grito. Last week TAMC hosted the transportation commissioners where here and they make the decisions on the grants. Monterey County reads awards programs and Mrs. Pennetta would like King City to become involved, a certain amount of time is committed to helping children with their reading.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams sending out the Fall issue of the newsletter. Block parties October 4th 5:30p.m. – 7:30p.m. for every district with free BBQed hot dogs, a DJ for each district and bounce houses. High school kids delivering flyers, postcards went out, newsletter, ratio and churches. Lunch for faith community this Thursday with the Chief and City Manager at the PD. Cannabis odor ordinance will be coming to City Council at the next meeting. Slurry seal on the streets starting October 8th. Crack sealing happening now to get the streets ready for the slurry.

City Attorney Chaffin went to the League of California Cities and King City is on lead on a lot of cannabis issues and the CCA's also came up and he and Roy got to ask questions. He had breakfast with the Assistant Director of Housing and Community Development who does the housing elements and King City is not on their radar which is good. They spoke about developments and new types of enforcement and additional enforcement from the DOJ in regards to environmental justice and municipalities that don't enforce their policies of their housing elements. He thanked councilwomen Acosta for attending their dinner and making it a pleasant experience.

9. CONSENT AGENDA

- A. Meeting Minutes of September 11, 2018 Council Meeting
- B. City September 10, 2018 Invoices Paid
- C. City September 13, 2018 Invoices Paid
- D. Successor Agency September 10, 2018 Invoices Paid
- E. Consideration: Resolution Amending the Façade Enhancement Grant Program Guidelines

Karen Jernigan wanted to tell council that she supports the Façade Grant Program. People keep telling her how much better King City is looking. This partnering effort sets a standard that is good for King City's economic development.

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

None

11. REGULAR BUSINESS:

A. Consideration: Letter of Support for the Grid Alternatives Application to the Community Solar Pilot Program Request for Proposals

City Manager presented this item. Grid alternative found a grant that would help the City build a solar farm owned by King City Community Power. It would also help people be able to have a lower power bill. Solar plant or wind power are the desired projects that would what the City is looking into. Since we have King City Community Power CCA we are able to qualify for this grant. City’s cannot apply for it on their own.

Mayra Guzman, Grid Alternatives, further presented this item. The Grant itself is through the California Department of Community services. 1550 costumers could possibly have a reduction in their utility bill that are unable to have solar put on their rooftops.

Karen Jernigan is concerned about the solar farm being in the flood plain down by the wastewater treatment plant as it has been under water.

Action: Motion to 1) approve and authorize the Mayor to sign a letter of support for the GRID Alternatives application to the Community Solar Pilot Program Request for Proposals; and 2) tentatively approve the proposed use of City property located adjacent to the Wastewater Treatment Plant for location of the solar project by Victoria 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:

B. Consideration: Resolution Waiving Parks and Storm Drainage Facilities Development Impact Fees for the Royal Coach Subdivision Lots

City Manager Steve Adams presented this item.

Action: Motion to adopt a Resolution waiving Parks and Storm Drainage Facilities Development Impact fees for the Royal Coach subdivision lots by Cullen and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the regular at 7:03p.m.

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: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, HANNA & BRUNETTI, CITY ENGINEER

RE: CONSIDERATION OF NOTICE OF COMPLETION - 2018 KING CITY STREET PROJECT

RECOMMENDATION:

It is recommended City Council: 1) approve Resolution No. 2018-4666 accepting completion of the 2018 King City Street Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.

BACKGROUND:

Improvement Plans and Specifications were put out to bid for the 2018 King City Street Project. At the July 10, 2018 meeting, the City Council awarded a contract to Monterey Peninsula Engineers. The project included grinding the existing asphalt concrete, grading the base rock and installation of new asphalt concrete from curb to curb along Bishop Street and Bitterwater Road from Airport Road to the City Limits.

DISCUSSION:

The project has been on the City's priority list of street improvements, which was submitted to TAMC as a priority project for Measure X sales tax measure approved in November 2016. The 3/8th % sales tax went into effect on April 1, 2017 and 60% of the funds will be distributed to local cities and the county for road maintenance and safety projects. The project was also listed on SB1 Local Streets and Roads Funding Proposed Project List submitted for FY 18/19 in order to be eligible to receive SB 1 Local Streets and Roads Funding in FY 18/19 from the State Controller. The City will utilize \$223,525.00 from FY 2017-18 Measure X funds, \$185,557.25 from FY 2018-19 Measure X Funds, and \$86,917.00 from FY 2018-19 SB1 funds to fund this project. All work has now

**CITY COUNCIL
CONSIDERATION OF NOTICE OF COMPLETION – 2018 KING CITY STREET
PROJECT
OCTOBER 9, 2018
PAGE 2 OF 2**

been completed and inspected by the City Engineer to confirm it was performed per the specifications.

COST ANALYSIS:

Funding for this project was provided by Measure X and SB1 funding. Attached is the final billing for the project awarded to Monterey Peninsula Engineers in the amount of \$478,250.50

ENVIRONMENTAL REVIEW:

Environmental review was completed at the time the project was approved. No additional environmental review is required at this time.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve Resolution No. 2018-4666, a resolution of the City Council of the City of King City accepting completion of the 2018 King City Street Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office;
2. If Council is aware of any problems with the work, provide direction to staff to address the deficiencies;
3. Do not approve Resolution No. 2018-4666; or
4. Provide other direction to staff.

Exhibits:

1. Resolution 2018-4666
2. Notice of Completion
3. Final Pay Estimate

Submitted by: _____


Octavio Hurtado, City Engineer

Approved by: _____


Steven Adams, City Manager

RESOLUTION No. 2018-4666

**ACCEPTANCE OF COMPLETION OF
2018 KING CITY STREET PROJECT**

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

WHEREAS, Project Engineer of said City has filed with the City Manager of the City of King a recommendation of acceptance as to the completion of all the work provided to be done under and pursuant to contract between said City and Monterey Peninsula Engineering, dated July 10, 2018; and

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

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

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

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 9th day of October, 2018, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the public work described as 2018 King City Street Project was constructed pursuant to a contract between the City of King City, 212 S Vanderhurst Avenue King City, CA 93930 and Monterey Peninsula Engineering, P.O. Box 400, Marina, CA 93933. The date of completion of said work was October 09, 2018, which was the date said public entity accepted said work to the satisfaction of the City Engineer. The City of King City hereby accepts the project as completed in accordance with the plans and specifications.

CITY OF KING CITY

**STEVEN ADAMS
CITY MANAGER**

**October 09, 2018
DATE**

VERIFICATION

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

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

Subscribed at City of King, California, this 9th day of October, 2018

**STEVEN ADAMS
CITY MANAGER**

STATE OF CALIFORNIA) SS
COUNTY OF MONTEREY)

Steven Adams, being first duly sworn, deposes and says:

That he is an officer of the City of King, a municipal corporation; to wit: the City Manager; that he has read the above and foregoing Notice of Completion, and that the same is true of his own knowledge except as to matters which are therein stated on his information or belief, and as to those matters that he believes them to be true.

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public
State of California

EXHIBIT

CITY OF KING CITY
 ATTN: OCTAVIO HURTADO
 212 SOUTH VANDERHURST AVE.
 KING CITY, CA 93930
Payment Request # 2

PLEASE REMIT PAYMENT TO:
 MONTEREY PENINSULA ENGINEERING
 P.O. Box 400, Marina CA 93933
 Phone: 831-384-4081
 Fax: 831-483-1372

Date: 8/21/2018
 Job #: 1817
 Invoice #: 08-06 RET
 Thru: 8/31/2018

Job Name: **2018 KING CITY STREET PROJECT**
 Job Location: **BISHOP STREET / BITTERWATER ROAD**

| Item No. | Description | Unit | Qty. | Unit Cost | Total Amount | Qty. | | Total | |
|-----------------------|------------------------------------|------|-------|-----------|---------------------|-------------|---------|-------------|--------------|
| | | | | | | This Period | To Date | This Period | To Date |
| 1 | GRIND 3" AND INSTALL 3" AC | SF | 30600 | \$3.75 | \$114,750.00 | | 30600 | \$0.00 | \$114,750.00 |
| 2 | GRIND AC COMPACT AND INSTALL 4" AC | SF | 74159 | \$4.75 | \$352,290.50 | | 80263 | \$0.00 | \$381,249.25 |
| 3 | 4" AC DEEP LFT PAVING | SF | 800 | \$5.00 | \$4,000.00 | | 0 | \$0.00 | \$0.00 |
| 4 | RAISE MANHOLES | EA | 5 | \$850.00 | \$4,250.00 | | 0 | \$0.00 | \$0.00 |
| 5 | RAISE SURVEY MONUMENTS | EA | 6 | \$500.00 | \$3,000.00 | | 0 | \$0.00 | \$0.00 |
| Contract Total | | | | | \$478,250.50 | | | | |

| | |
|--|---------------------|
| Total to Date | \$495,999.25 |
| Less Previous Payments (\$471,199.29) | |
| TOTAL RETENTION DUE | \$24,799.96 |



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF REVISION TO CODE ENFORCEMENT PRIORITIES

RECOMMENDATION:

It is recommended the City Council approve revisions to the City's Code Enforcement priorities to establish substandard housing as the top priority for enforcement efforts.

BACKGROUND:

In March 2016, the City Council established a priority list for code enforcement activity. Due to limited staffing, most code compliance issues are enforced only on a complaint basis. In order to be more effective in addressing code enforcement related problems, it was agreed at that time to categorize issues and prioritize them so proactive enforcement would be pursued only on the top priority item. The effort for each priority involves public education, efforts to seek voluntary compliance, and then enforcement actions as a last resort to achieve compliance. Once progress is made on the highest priority, staff then moves to the next item. Along with these priorities, it was also agreed to target efforts at properties where a history of criminal activity has occurred.

In addition to prioritizing issues, cases where violations are identified are also prioritized. Staff focuses activity on only three to four cases at a time in order to maximize the effectiveness of the efforts and to ensure that cases are fully completed and compliance is achieved.

Due to this effort, staff believes a significant amount of progress has been made. At this time, some revisions and update of the priority list are proposed. A staff code enforcement group meets monthly to coordinate these efforts. In addition, staff works with a code enforcement citizens' committee, which meets quarterly.

**CITY COUNCIL
 CONSIDERATION OF REVISION TO CODE ENFORCEMENT PRIORITIES
 OCTOBER 9, 2018
 PAGE 2 OF 3**

At their last meeting, the citizens' committee recommended the City Council approve the proposed revisions.

DISCUSSION:

The original priority list approved by City Council in 2016 included the following:

2016 Code Enforcement Priority List

| Category | Priority |
|--|-----------------|
| Temporary Outdoor Structures | 1 |
| Downtown Buildings Appearance | 2 |
| Signs | 3 |
| Vehicle Abatement | 4 |
| Businesses Operating w/o Business Licenses | 5 |
| Indoor Furniture Stored/Used Outdoors | 6 |
| Outdoor/Sidewalk Sales | 7 |
| Garage Sales | 8 |

While efforts on the first three items continue on an ongoing basis, staff believes the concentrated effort to address the worst violations has been completed. In the course of the City's efforts, numerous cases of substandard housing conditions have been identified. Based on inspections that have been completed, it has been determined that the magnitude of this issue presents a serious health and safety problem. Therefore, staff recommends establishing substandard housing cases as the top priority. The revised and updated priority list is as follows:

2018 Proposed Code Enforcement Priority List

| Category | Priority |
|--|-----------------|
| Substandard Housing | 1 |
| Vehicle Abatement | 2 |
| Businesses Operating w/o Business Licenses | 3 |
| Indoor Furniture Stored/Used Outdoors | 4 |
| Outdoor/Sidewalk Sales | 5 |
| Garage Sales | 6 |

COST ANALYSIS:

There is no projected cost impact from this item.

**CITY COUNCIL
CONSIDERATION OF REVISION TO CODE ENFORCEMENT PRIORITIES
OCTOBER 9, 2018
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

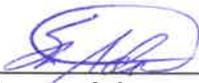
The priority list is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the priority list;
3. Do not approve any changes to the priority list; or
4. Provide staff other direction.

Submitted and Approved by:



Steven Adams, City Manager



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF RESOLUTION AUTHORIZING THE CITY MANAGER SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF FUNDS AND EXECUTION OF GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT IMPROVEMENT MATCHING GRANT PROGRAM

RECOMMENDATION:

It is recommended City Council adopt Resolution No.2018-4 to authorize City Manager to submit, accept, and execute a grant agreement with Caltrans for the Airport Improvement Matching Grant Program.

BACKGROUND:

A design phase grant was approved by the FAA in 2017 to draw the plans and specs for the runway lighting rehabilitation project. Thereafter, the City submitted a grant application to the Federal Aviation Administration for the construction phase and was awarded with **Airport Improvement Project Grant No. 3-0113-014-2018**. The construction phase will rehabilitate Runway 11/29 Medium Intensity Runway Lighting (MIRL) system.

The California Department of Transportation ("**Caltrans**"), pursuant to the Public Utilities Code Section 21683.1, provides grants of up to 5% of the Federal Aviation Administration grants to airports. The City/Sponsor would like to submit a grant application with Caltrans for 5% Matching Funds which would be a total request of \$45,743.00

DISCUSSION:

The total estimated construction project cost is \$1,016,520.00. FAA provides grants of up to 90% of the cost. The City has been awarded \$914,868.00. The remaining 10% is

**CITY COUNCIL
CONSIDERATION SUBMITTAL FOR STATE MATCHING GRANT FAA AIRPORT
IMPROVEMENT PROGRAM (AIP 18 REHABILITATE MIRLS LIGHTING SYSTEM)
FOR MESA DEL REY AIRPORT
OCTOBER 9, 2018
PAGE 2 OF 2**

to be covered by local share. However, the City/Sponsor may apply for the State Matching Grant for FAA Airport Improvement Program ("Caltrans 5% Matching Funds"), which would help offset the local share amount. The City would be applying for a total of \$45,743.00 matching funds.

After the City receives a grant agreement from Caltrans for the 5% matching funds, the selected consultants will be able to commence work on the project.

ENVIRONMENTAL DETERMINATION:

The project has already been environmentally assessed by the City. A Notice of Exemption was filed with the Monterey County Clerk on January 19, 2017. The project is a Class 1 Categorical Exemption under CEQA as it involves no expansion and consists of rehabilitating the existing damaged conduit and lighting at the airport runway lighting system.

COST ANALYSIS:

The total project estimate is \$1,016,520.00, the Federal Grant amount is \$914,868.00, and the City is applying for a Caltrans grant of \$45,743.00 to cover 5% of the FAA grant. The City will fund the remaining \$55,909.00 from Fund 15 Airport to cover the local match requirement. The local match can be provided as in-kind, staff time and Contract City Engineer time for project management. The City also has \$30,000 CAAP funds that can be used to assist in the local match contribution.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt Resolution No. 2018-4668
2. Request Modifications;
3. Do not approve submittal of application; or
4. Provide staff other direction.

Exhibits:

1. Draft Grant Application
2. Resolution No. 2018-4668

Submitted by: _____


Octavio Hurtado, City Engineer

**CITY COUNCIL
CONSIDERATION SUBMITTAL FOR STATE MATCHING GRANT FAA AIRPORT
IMPROVEMENT PROGRAM (AIP 18 REHABILITATE MIRLS LIGHTING SYSTEM)
FOR MESA DEL REY AIRPORT
OCTOBER 9, 2018
PAGE 2 OF 3**

Approved by:  _____
Steven Adams, City Manager

STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

PART I. AIRPORT INFORMATION

| | | |
|---|------------------------------------|------------|
| PUBLIC ENTITY City of King | AIRPORT NAME Mesa Del Rey (KIC) | PERMIT NO. |
| CONTACT NAME Steve Adams | TITLE City Manager | |
| BUSINESS ADDRESS 212 Vanderhurst Ave | BUSINESS PHONE (831) 385-6887 | |

PART II. PROJECT INFORMATION

Verify that project is within the Department's most recent Capital Improvement Plan: YES NO If no, then project is not eligible for grant funds.

| | | |
|--|-----------------------|-----------------|
| DESCRIPTIVE TITLE OF APPLICANT'S PROJECT (as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets if Necessary Construction of Electrical Improvements | FEDERAL GRANT | \$ 914,868.00 |
| | APPLICANT FUNDS | \$ 55,909.00 |
| | STATE * FUNDS | \$ 45,743.00 |
| | TOTAL COST OF PROJECT | \$ 1,016,520.00 |
| * Maximum is 5% of the federal grant amount | | |

PART III. REQUIRED SUPPORTING DOCUMENTS

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill either 1. or 2. below:
 1. Copy of Notice of Exemption or provide the Categorical Exemption Class # 2 (CEQA Guidelines Sections 15300-15333)
 2. Copy of Notice of Determination or provide the following information:
 - Environmental Impact Report (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - Negative Declaration (Title/Date) _____ State Clearinghouse (SCH)# _____ or
 - National Environmental Policy Act (NEPA) document (Title/Date) _____
 (NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

PART IV. AUTHORIZATION

| | |
|---------------------------------|-----------------------|
| AUTHORIZED OFFICIAL'S SIGNATURE | TITLE City Manager |
| PRINT NAME Steve Adams | DATE |

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS - MS #40
P. O. BOX 942874
SACRAMENTO, CA 94274-0001

RESOLUTION NO 2018-4668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AIRPORT IMPROVEMENT PROGRAM (AIP) 3-06-0113-015-2018 MATCHING GRANT.

WHEREAS, the City of King and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0113-015-2018 for the Construction Phase – Replace Existing Runway 11/29 Edge Light System (Medium Intensity, 4,400 feet) including signage and electrical vault for Mesa Del Rey Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the City of King to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of King, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the City Council of the City of King does hereby authorize Steven Adams, City Manager to sign any documents required to apply for and accept these subject funds on behalf of the City of King.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the City Council of the City of King on the 9th day of October, 2018, and the resolution was duly adopted at said meeting 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



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESOLUTION DECLARING A SHELTER CRISIS

RECOMMENDATION:

It is recommended the City Council adopt a resolution declaring a Shelter Crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2).

BACKGROUND:

Mayor LeBarre is currently one of the city representatives on the Leadership Council, who is responsible for oversight of implementation of the Lead Me Home 10-Year Plan to End Homelessness in Monterey Counties. The Counties of Monterey and San Benito are projected to be eligible for \$12,505,250 from the Homeless Emergency Aid Program (HEAP).

Jurisdictions must declare a shelter crisis in order to receive services through the program. As a result, The Leadership Council has recommended the County of Monterey and all cities adopt the attached resolution. The County Board of Supervisors and a number of jurisdictions have already adopted a similar resolution.

DISCUSSION:

A declaration of shelter crisis means the duly proclaimed existence of a situation in which a significant number of persons are without the ability to obtain shelter, resulting in a threat to their health and safety. Eligible activities under the program staff recommends the City consider include emergency housing vouchers, rapid rehousing, prevention, and criminal justice diversion programs to homeless individuals with mental health needs and emergency aid. The

**CITY COUNCIL
CONSIDERATION OF RESOLUTION DECLARING A SHELTER CRISIS
OCTOBER 9, 2018
PAGE 2 OF 2**

resolution does not commit the City at this time to any participation in the program. While King City does not have data regarding a significant number of existing homeless within the incorporated area at this time, the City is experiencing a housing crisis, is aware of frequent situations where individuals are in need of housing, has dealt with a number of circumstances involving homeless individuals, and currently has access to very limited resources and options to refer homeless individuals in need of shelter.

COST ANALYSIS:

There is no direct cost from adoption of the resolution.

ENVIRONMENTAL REVIEW:

The response letter 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. Approve staff's recommendations;
2. Modify and adopt the resolution;
3. Do not adopt the resolution; or
4. Provide staff other direction.

Submitted and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING
A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND
GOVERNMENT CODE § 8698.2)**

The City Council of the City of King Finds:

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness;

WHEREAS, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes of 2018);

WHEREAS, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code §8698.2;

WHEREAS, the County of Monterey has developed a homelessness plan and the City of King has undertaken multiple efforts at the local level to combat homelessness;

WHEREAS, the City of King is experiencing a substantial shortage of available;

WHEREAS, the City of King finds that 2,837 persons within all incorporated and unincorporated areas of Monterey County are homeless and living without shelter, a number of which have reported to be from King City;

WHEREAS, the City of King finds that the number of homeless is significant, and these persons are without the ability to obtain shelter;

WHEREAS, the City of King finds that the health and safety of unsheltered persons in the City of King are threatened by a lack of shelter;

WHEREAS, the City of King affirms the City's commitment to combatting homelessness and creating or augmenting a continuum of shelter and service options for those living without shelter in our communities;

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of King, **CALIFORNIA** that a shelter crisis pursuant to Government Code §8698.2 exists in the City of King and County of Monterey, and authorizes the City's participation in the Homeless Emergency Aid Program.

This resolution was passed and adopted this 10th day of **October, 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



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

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

RECOMMENDATION:

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

BACKGROUND:

In September 2017, a contract with CSG Consultants, Inc. was approved to provide all building inspection, plan review and related building official services. The agreement has now expired and a new agreement needs to be executed to continue these services.

DISCUSSION:

Staff believes that contracting for building related services is the most cost effective approach. It provides the City flexibility to adjust service levels based upon the level of building activity that takes place. Workload does not justify a full-time position at this time. Given King City's remote location and constrained funding, it may be difficult to fill a full-time or part-time position with an individual with the expertise and experience needed to address the challenges being faced by the Building Department to process current project applications. CSG Consultants, Inc. provides the City with the level of expertise necessary. The City of Soledad and City of Gonzales also both contract with CSG Consultants, Inc., as well as other jurisdictions in Monterey County.

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR BUILDING PLAN
REVIEW AND INSPECTION SERVICES
OCTOBER 9, 2018
PAGE 2 OF 2**

COST ANALYSIS:

Building Official and plan review services will be billed at a rate of \$125 per hour. Inspection services will be billed at a rate of \$85 per hour. Funding is included in the FY 2018-19 Budget and will be paid primarily from building permit fees.

ENVIROMENTAL REVIEW:

The Contract for Services Agreement 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. Approve staff's recommendations;
2. Request modifications to the contract and approve;
3. Do not approve the contract and direct staff to pursue hiring full-time permanent staffing; or
4. Provide staff other direction.

Exhibits:

1. Contract Services Agreement

Prepared and Approved by:



Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

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

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

5.3 Indemnification.

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

(b) Any and all losses, claims, actions, and liabilities of any kind incurred or threatened as a result of the representation of CSG of its status, and the status of CSG personnel assigned to perform the Services, as an independent contractor.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident or employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

(d) The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

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

business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but

not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A. On-site plan review services
 - B. Inspection services
 - C. Off-site plan review services
 - D. Building related code enforcement assistance

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Processing of plans and building, electrical, plumbing and HVAC comments
 - B. Issuance of building permits
 - C. Inspection reports
 - D. Final inspection documents
 - E. Other documents related to administration and enforcement of the California Building Code

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. Daily Inspection Logs of all Projects

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

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

FEE SCHEDULE

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

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

Consultants shall provide on-site inspection and plan review services to the City of King on Mondays, Tuesdays, Wednesdays and Thursdays from 8:00 a.m. to 5:00 p.m. Days of service may be adjusted in writing by City at any time during the term of the contract.

Standard Plan Review Turnaround Times

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

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

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



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF TRANSFER OF EXECUTIVE HANGAR LEASE

RECOMMENDATION:

It is recommended the City Council: 1) approve a ground lease with Chris Madson for Executive Hangar Lease Space #3; and 2) authorize the City Manager to execute the lease and make any non-substantive changes necessary as approved to form by the City Attorney.

BACKGROUND:

The City has leased a number of spaces at the Mesa Del Rey Airport. At the August 14, 2018 meeting, the City Council approved new updated ground lease documents for existing portable and executive hangar spaces, which had all expired approximately 10 years ago. Executive Hangar Space #3 is currently leased by Meyers Tomatoes, Inc. They have submitted written notification to the City of their desire to transfer the lease to Chris Madson.

DISCUSSION:

The proposed lease document is attached. The terms and provisions are all identical to the existing lease document. The 15% increase in rent recently approved by the City Council has also been included.

COST ANALYSIS:

There is no cost impact from the proposed change to the lessee.

**CITY COUNCIL
CONSIDERATION OF TRANSFER OF EXECUTIVE HANGAR LEASE
OCTOBER 9, 2018
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this action and has determined that it falls within the Categorical Exemption set forth in Section 15301, which includes leases for public structures and facilities. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Modify the proposed lease terms and approve;
3. Do not approve the new lease; or
4. Provide staff with other direction.

Exhibits:

1. Proposed lease with Chris Madson

Prepared and Approved by:



Steven Adams, City Manager

MESA DEL REY MUNICIPAL AIRPORT*Land Lease Agreement*

This Municipal Airport Lease Agreement (“Lease”) is made and entered into October 1, 2018 (“Lease Date”) between the CITY OF KING (“CITY”) and CHRIS MADSON, (“TENANT”), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. The CITY owns real property located at the Mesa Del Rey Municipal Airport in the City of King.

B. TENANT wishes to lease from the CITY Executive Hangar Space #3 (“Premises”) at the Mesa Del Rey Municipal Airport, an area of approximately 7,900 square feet as depicted on **EXHIBIT 1**, for the purpose of locating an executive hangar for the storage of an aircraft and related items. No other use of said Premises by TENANT is authorized except with the specific written consent of the Airport Manager, which may be posted and updated by the Airport Manager from time to time.

C. The Premises at the Mesa Del Rey Municipal Airport are leased for the purpose of locating a executive hangar for the storage of an aircraft and related items. To the extent not prohibited by City ordinance or FAA regulation, common uses may include, but not be limited to, the storage of aircraft parts and materials, aviation related operations, work benches, tables, seating, storage of refreshments (such as a mini-fridge), a rest area, entertainment equipment (such as a radio and television), decorations, and assembly of experimental aircraft for personal use. In compliance with applicable FAA regulations, a Tenant is permitted to the perform routine and minor maintenance or inspections of their aircraft. However, any use of the Premises cannot create a nuisance or danger to public health and safety.

D. The CITY and TENANT desire to enter into a lease allowing TENANT to use the Premises in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, CITY and TENANT agree as follows:

AGREEMENT

1. **Lease of Premises and Term.** The initial term of this Lease shall be 12 months, commencing on the 1st day of September, 2018 and continuing from month-to-month after the initial term. Except as may herein be otherwise provided relative to the termination by CITY, this agreement may be terminated at any time by either party by giving thirty (30) days written notice in advance. TENANT agrees to pay a penalty equal to one (1) month’s rent for termination for any reason during the initial 12 month term of the Lease.

2. **Premises Leased AS IS.** TENANT acknowledges it has and shall accept the Premises from CITY in its “AS IS” condition without representation or warranty. TENANT acknowledges TENANT has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, TENANT is advised that the Premises have not undergone an inspection by a Certified Access Specialist, and, therefore, CITY is not aware if the Premises comply with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

3. **Rent and Security Deposit.** As consideration for the use and occupancy of the Premises, TENANT shall pay rent to CITY as follows: TENANT shall pay to CITY a monthly rent in the amount of one hundred and five dollars (\$105.00). Rent shall be invoiced on an annual basis. However, such payments shall not be construed to affect the rights of either party to terminate such tenancy upon thirty (30) days written notice. If such advance payments are made and the tenancy is terminated prior to the months paid in advance, rentals will be prorated and refunds made, net of the early termination penalty, if applicable. All rent shall be paid by TENANT and be personally delivered or mailed to the City at 212

South Vanderhurst Avenue, King City, CA 93930 or any other place or places that CITY may designate by written notice to TENANT. Any rent not received by the due date shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

In recognition of prior occupancy of the designated rental site, City waives the requirement for a deposit. Parties agree that no deposit exists for this lease.

The CITY reserves the right to revise rental amounts in subsequent periods by amending the subject to approval by Resolution of the City Council of the City of King. CITY shall notify TENANT in writing of any changes to the monthly rental amount at least thirty (30) days prior to the effective date.

4. Governing Rules. TENANT hereby agrees to obey any and all rules, regulations, laws, ordinances, and directives of CITY and such directives, if any, of the Airport Manager relative to the use of the Mesa Del Rey Municipal Airport and space herein described. TENANT further agrees to comply with the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport Rules and Regulations, of the King City Municipal Code and/or any amendments, changes or alterations to the King City Municipal Code as may be periodically adopted by majority vote of the City Council.

5. Right of Entry. TENANT agrees that the Airport Manager, or a City employee designated by the Airport Manager shall have the right to enter the Premises to inspect, repair, alter, or make improvements. The CITY may enter the Premises under emergency conditions without notice.

6. Default. TENANT agrees that in the event of default in the payment of rent or any of the terms and provisions of the agreement, CITY may, at its option, without notice to TENANT, enter the Premises and remove therefrom all aircraft and other property which may be therein and to place the same on an uncovered portion of the airport and to store personal property at the expense of TENANT at a public or private warehouse. If the aircraft is placed on an uncovered portion of the airport, TENANT agrees to pay to CITY all tie down storage rates then applicable at the Mesa Del Rey Municipal Airport together with any and all reasonable charges imposed and expenses incurred by CITY for removal of any property on or in the Premises.

7. FAA Regulations. TENANT hereby specifically agrees in addition to the covenants and agreements hereby set forth to abide by any and all rules and regulations of the Federal Aviation Administration ("FAA"), including but not limited to storage of materials within the Premises and those restrictions and/or conditions contained in grants of federal funds, pertinent to the operation of an aircraft and the use of the Mesa Del Rey Municipal Airport.

8. Insurance. TENANT hereby agrees to insurance requirements set forth in **EXHIBIT 2** of this agreement.

9. Indemnification. TENANT hereby agrees that the privileges of using the Mesa Del Rey Municipal Airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the TENANT thereof. TENANT shall indemnify, protect, defend and hold harmless the Premises, CITY and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the use or occupancy of the Premises by TENANT and use of the parking lot and access way, the conduct of TENANT's business or Program, any act, omission or neglect of TENANT, its officers, directors, members, employees, agents or contractors; (2) out of any breach by TENANT in the performance in a timely manner of any obligation on TENANT's part to be performed under this Lease; (3) any acts, omissions or negligence of TENANT or any person or entity claiming through or under TENANT, or TENANT's agents, employees, contractors, invitees or visitors; or (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against CITY)

litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY by reason of any of the foregoing matters, TENANT upon notice from CITY shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and CITY shall cooperate with TENANT in such defense. CITY need not have first paid any such claim in order to be so indemnified. In addition, CITY may require TENANT to pay CITY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if CITY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by TENANT or its counsel.

CITY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of TENANT, TENANT's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of CITY or CITY's employees, contractors or agents.

TENANT shall require all individuals participating in its programs to sign liability waivers releasing, indemnifying and holding harmless the CITY from any and all injuries arising from their participation in the Program or use of the Premises being offered by TENANT.

The provisions of this section shall survive the expiration or termination of this Lease.

10. Successors: Assignment and Subletting. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by TENANT without the prior written consent of CITY, which consent may be given or withheld in CITY's sole and absolute discretion.

11. Enforcement. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

12. Waiver. The waiver by the CITY of any breach shall not be construed to be a continuing waiver of any subsequent breach.

13. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. TENANT acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, TENANT's possessory interest in the Premises created by this Lease may be subject to property taxation. TENANT shall be solely responsible for any property taxes arising out of TENANT's possessory interest in the Premises. TENANT shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

b. Personal Property Tax. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against TENANT's personal property installed or located in or on the Premises, and that become payable during the term of this Lease. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

c. Business License Fee. TENANT shall pay before delinquency any and all business license fees that are levied and assessed against the TENANT, and that become payable during the term of this Lease, if any. TENANT's failure to pay any applicable business license fee to CITY shall constitute a default under this Lease.

14. Fixtures, Chattels and Personal Property. TENANT hereby gives and grants to the CITY a lien upon all fixtures, chattels and personal property of every kind and description, including the Aircraft, now or hereinafter to be placed, installed or stored by the TENANT at the Airport; and agrees that in the event of any default on the part of the TENANT to pay rent, continuing for sixty (60) days, the Airport may

take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by CITY without prejudice to further claims thereafter arising under the terms hereof.

15. Notice And Waiver Regarding Relocation, Goodwill, Property Interest And Condemnation. TENANT knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Lease, upon the sooner termination thereof for any reason, or vacation, of the Premises under any circumstances, in no event shall TENANT be entitled or shall CITY, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq. Further, TENANT being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq.) in connection therewith fully waives, releases and rejects any and all relocation assistance and benefits relating to or in any respect connected with TENANT vacating the Premises. In the event of the taking or condemnation of all or any part of the Premises, TENANT may receive compensation only for any taking of or damage to TENANT owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to CITY. TENANT shall **not** receive any value related to the leasehold value of the property which shall be paid solely to the CITY. In the event a condemnation or transfer in lieu thereof results in a taking of any substantial and/or material portion of the Premises, the CITY or TENANT may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease.

16. Premises Designation. The CITY shall retain the right to assign the TENANT a new premises. The CITY shall make a reasonable effort to notify the TENANT of the change in premises specified for the TENANT and the TENANT shall vacate the Premises and agree to relocation to the specified premises.

17. Waiver of Liability. The CITY hereby disclaims and the TENANT hereby releases the CITY from any and all liability whether in contract of tort (including strict liability and negligence), for any loss damage or injury to the aircraft or other property of TENANT that may be located or stored in the Premises, unless such loss, damage or injury is caused by the CITY's sole negligence or intentional willful misconduct. The parties hereby agree that under no circumstances shall the CITY be liable for indirect, punitive, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not as limited to loss of revenue or anticipated profits or other damage related to the leasing of the Premises under this agreement.

18. Unremoved Property. If TENANT leaves any property, personal or otherwise on the Leased Premises after the termination or cancellation of this Lease, and fails, refuses or neglects, after notice from CITY, to remove same within thirty (30) days after such termination or cancellation, CITY at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the TENANT. TENANT hereby waives any and all damages for any loss resulting from disposal of such property. CITY shall also have the right to remove the stored aircraft if the stored aircraft is not otherwise removed by TENANT within thirty (30) days of termination of this Lease. If CITY removes the stored aircraft from the Leased Premises following termination of this Lease, TENANT shall be responsible to CITY for all costs of such removal and subsequent storage.

19. Hazardous Materials. TENANT shall not keep, store or utilize any materials which violate the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport, of the King City Municipal Code. Also, TENANT shall not keep, store or utilize any pesticides, hazardous, or other combustible materials on the Leased Premises at any time without written approval of CITY.

20. Relationship of Parties. CITY is not, nor shall it become or be deemed to be, a partner or a joint venturer with TENANT by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.
21. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.
22. Effect of Termination of Lease. Termination of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.
23. Amendments. This Lease shall not be modified or amended in any way except in writing signed by the parties hereto.
24. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California. Time is of the essence of this Lease.
25. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it..
26. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.
27. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.
28. Voluntary Agreement; Authority to Execute. TENANT and CITY each represent that they have read this Lease in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Lease they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Lease. The signatories to this Lease represent that they have the proper authority to execute this Lease on behalf of the respective party.
29. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except TENANT (i) cannot seek money damages or pursue an action in law; and(ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity.
30. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.
31. Contact Information. TENANT shall notify CITY within thirty (30) days of any changes to TENANT'S address, phone numbers or other contact information.

IN WITNESS WHEREOF, the Parties have duly executed this Lease on the day and year first above written.

CITY:

CITY OF KING CITY,
a municipal corporation

TENANT:

CHRIS MADSON
an individual

By: _____
Steven Adams, City Manager

_____, 2018

By: _____

_____, 2018

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, City Attorney

Hanger Location

*See Detail 'A'

EXHIBIT 1

Detail 'A'

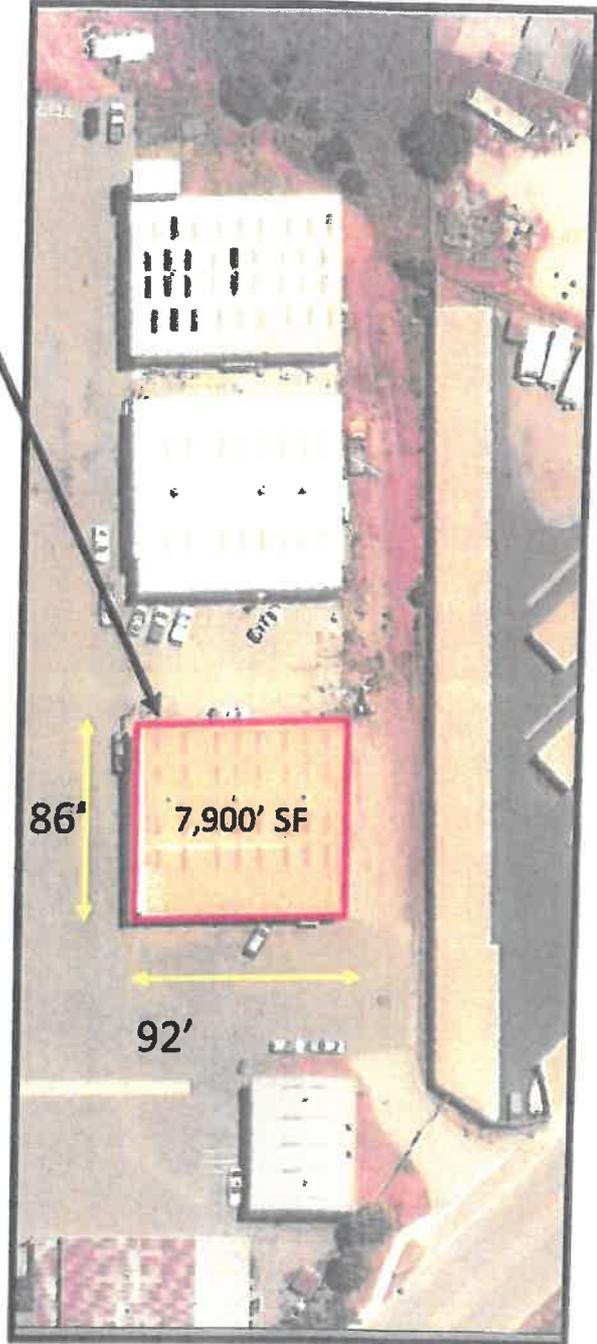


EXHIBIT 2

Insurance Requirements

TENANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with TENANT's operation and use of the leased premises. The cost of such insurance shall be borne by the TENANT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (Only required for a TENANT with employee(s)).
3. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost for the higher limits maintained.

If the TENANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

1. For General Liability, the CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the TENANT.
2. The TENANT's insurance coverage shall be primary insurance as respect the CITY, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the CITY, its officers, officials, employees , or volunteers shall be excess of the TENANT's insurance and shall not contribute with it.
3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CITY.
4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.
5. The Property insurance shall name the CITY as Loss Payee as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the TENANT shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officer, officials, employees, and volunteers; or the TENANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

TENANT shall furnish the CITY with the original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before TENANT occupies the premises. However, failure to obtain the required documents prior to occupying the premises shall not waive the TENANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

TENANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Airport Land Lease Agreement

Information Sheet

Contact Name (please print) _____

Bill to Name (if different form contact name like a company name): _____

Address: _____

Email: _____

Home Phone: _____ Cell Phone: _____

Social Security Number: _____

Aircraft Make and Model: _____

Aircraft Registration (N#): _____

Tenant's Signature: _____ Date: _____

Official Use Only:

Receipt #: _____ Date: _____ Total Amount Paid: _____

Visa/Cash/Check #: _____ 1st Month Fee: _____

From: _____ Security Deposit Amount: NA

Hangar#: E3 # Keys Issued: _____ Cleaning Deposit Amount _____

Gate Key #: _____ Effective Date: _____



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF UPDATE TO FY 2018-19 JOB CLASSIFICATION PLAN

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving an update to the FY 2018-19 Job Classification Plan.

BACKGROUND:

The City maintains a Job Classification Plan that sets forth all existing job classifications and salary ranges. It is also a requirement of CalPERS that the City Council adopt on an annual basis the City's Salary Classification Plan.

DISCUSSION:

While the City has updated the Job Classification Plan each year to reflect changes in salary, the City has not updated the listing of classifications. As a result, there are several classifications listed that have not been used for several years and the City does not intend to use anytime in the foreseeable future. Staff recommends a new Job Classification Plan be adopted at this time to reflect these changes. Therefore, this is simply a cleanup item. No new positions or salary changes are proposed. A Resolution is attached to adopt the recommended update.

COST ANALYSIS:

There is no cost impact from this item.

**CITY COUNCIL
CONSIDERATION OF UPDATE TO FY 2018-19 JOB CLASSIFICATION PLAN
OCTOBER 9, 2018
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

The Job Classification Plan 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 have been identified for City Council consideration:

1. Approve staff's recommendation;
2. Modify and approve the Job Classification Plan;
3. Do not approve the change to the Job Classification Plan; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
AMENDING THE CLASSIFICATION PLAN FOR FY 2018-19**

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

WHEREAS, adoption of an annual Classification Plan is required by CalPERS; and

WHEREAS, the City Council desires to update the Classification Plan to accurately reflect all existing classifications; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves amendments to the FY 2018-19 Classification Plan as set forth in Exhibit A.

This resolution was passed and adopted this 9th day of **October, 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

CITY OF KING JOB CLASSIFICATION PLAN FISCAL YEAR 2018-2019

REVISED October 9, 2018

| CLASSIFICATION | FIVE-PERCENT STEP ADVANCEMENT | | | | | |
|--|---|--------------|--------------|--------------|--------------|--------------|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| EXECUTIVE MANAGEMENT STAFF | | | | | | |
| CITY MANAGER | \$161,256.95 ANNUAL (SALARY INDEPENDENT OF STEP SCHEDULE) | | | | | |
| CHIEF OF POLICE | \$117,289.49 | \$123,164.46 | \$129,322.69 | \$135,788.82 | \$142,578.26 | \$149,707.18 |
| MID-MANAGEMENT STAFF | | | | | | |
| POLICE CAPTAIN | \$104,246.00 | \$109,733.00 | \$115,508.00 | \$121,588.00 | \$127,988.00 | \$134,724.00 |
| RECREATION COORDINATOR | \$59,240.00 | \$62,201.00 | \$65,311.00 | \$68,576.00 | \$72,005.00 | \$75,606.00 |
| SUPERVISORY STAFF | | | | | | |
| POLICE SERGEANT | \$81,009.00 | \$85,060.00 | \$89,313.00 | \$93,777.00 | \$98,468.00 | \$103,391.00 |
| POLICE CLERK SUPERVISOR | \$40,915.62 | \$42,961.79 | \$45,110.39 | \$47,365.91 | \$49,735.11 | \$52,221.87 |
| PUBLIC WORKS SUPERINTENDENT | \$56,023.33 | \$58,824.72 | \$61,766.80 | \$64,855.19 | \$68,098.91 | \$71,504.70 |
| PUBLIC WORKS SUPERVISOR | \$47,296.36 | \$49,661.18 | \$52,144.24 | \$54,751.45 | \$57,489.03 | \$60,363.48 |
| BUILDING/MAINTENANCE STAFF | | | | | | |
| MAINTENANCE WORKER I | \$32,095.00 | \$33,699.99 | \$35,386.00 | \$37,155.30 | \$39,013.52 | \$40,965.14 |
| MAINTENANCE WORKER II | \$37,164.30 | \$39,022.52 | \$40,974.15 | \$43,023.70 | \$45,175.68 | \$47,434.57 |
| MAINTENANCE WORKER II/ WASTEWATER SERVICES | \$35,304.51 | \$37,069.99 | \$38,924.60 | \$40,870.83 | \$42,914.87 | \$45,061.66 |
| MAINTENANCE WORKER II/ WASTEWATER SERVICES | \$40,880.73 | \$42,924.76 | \$45,071.56 | \$47,326.07 | \$49,693.23 | \$52,178.03 |
| SENIOR MAINTENANCE WORKER | \$42,996.69 | \$45,147.53 | \$47,405.31 | \$49,775.62 | \$52,265.25 | \$54,878.69 |
| STREET SWEEPER OPERATOR | \$37,164.30 | \$39,022.52 | \$40,974.14 | \$43,023.70 | \$45,175.68 | \$47,434.57 |
| PUBLIC SAFETY STAFF | | | | | | |
| POLICE OFFICER | \$60,449.00 | \$63,471.00 | \$66,646.00 | \$69,978.00 | \$73,477.00 | \$77,152.00 |
| POLICE OFFICER RECRUIT | \$51,381.00 | | | | | |
| ANIMAL CONTROL/CODE ENFORCEMENT OFFICER | \$43,579.70 | \$45,758.69 | \$48,046.85 | \$50,449.81 | \$52,973.20 | \$55,622.65 |
| COMMUNITY SERVICES OFFICER | \$43,579.70 | \$45,758.69 | \$48,046.85 | \$50,449.81 | \$52,973.20 | \$55,622.65 |
| FIRE CHIEF | \$7,527.60 | | | | | |
| FIRE CHIEF 1ST ASSISTANT | \$3,690.00 | | | | | |
| FIRE CHIEF 2ND ASSISTANT | \$3,690.00 | | | | | |
| FIRE CHIEF ENGINEER | \$3,690.00 | | | | | |
| FIRE DEPARTMENT SECRETARY/TREASURER | \$2,583.00 | | | | | |
| FIRE ENGINEER | \$2,755.20 | | | | | |
| VOLUNTEER FIREFIGHTER | \$12.00 | | | | | |
| PROFESSIONAL/SUPPPORT STAFF | | | | | | |
| SENIOR ACCOUNTANT | \$49,116.14 | \$51,573.07 | \$54,151.72 | \$56,860.37 | \$59,703.74 | \$62,688.93 |
| ACCOUNTANT | \$46,777.27 | \$49,117.21 | \$51,573.06 | \$54,152.73 | \$56,860.71 | \$59,703.74 |
| ACCOUNTING TECHNICIAN | \$38,982.00 | \$40,931.38 | \$42,978.68 | \$45,128.40 | \$47,385.05 | \$49,755.37 |
| EXECUTIVE ASSISTANT TO THE POLICE CHIEF | \$43,264.74 | \$45,427.97 | \$47,699.37 | \$50,084.34 | \$52,588.56 | \$55,217.99 |
| ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF | \$39,332.00 | \$41,299.00 | \$43,364.00 | \$45,533.00 | \$47,810.00 | \$50,200.00 |
| ADMINISTRATIVE ASSISTANT | \$38,982.00 | \$40,931.38 | \$42,978.68 | \$45,128.40 | \$47,385.05 | \$49,755.37 |
| ASSISTANT PLANNER | \$67,531.65 | \$70,909.31 | \$74,455.79 | \$78,178.96 | \$82,088.98 | \$86,193.71 |
| COUNTER TECHNICIAN | \$38,982.00 | \$40,931.38 | \$42,978.68 | \$45,128.40 | \$47,385.05 | \$49,755.37 |
| POLICE CLERK I | \$31,530.00 | \$33,106.84 | \$34,762.47 | \$36,501.38 | \$38,326.95 | \$40,243.69 |
| SEASONAL/PART-TIME (HOURLY RATE) | | | | | | |
| HUMAN RESOURCES COORDINATOR | \$32.96 | \$34.61 | \$36.34 | \$38.16 | \$40.06 | \$42.07 |
| POLICE CLERK I | \$15.16 | \$15.92 | \$16.72 | \$17.55 | \$18.43 | \$19.35 |
| ADMINISTRATIVE ASSISTANT (FIRE DEPARTMENT) | \$20.00 | \$21.00 | \$22.05 | \$23.15 | \$24.31 | \$25.53 |
| POOL MANAGER | \$15.00 | \$15.75 | \$16.54 | \$17.36 | \$18.23 | \$19.14 |
| ASSISTANT POOL MANAGER | \$14.30 | \$15.00 | \$15.75 | \$16.54 | \$17.37 | \$18.24 |
| AQUATIC AIDE | \$11.00 | \$11.55 | \$12.13 | \$12.73 | \$13.37 | \$14.04 |
| POOL CASHIER | \$11.00 | \$11.55 | \$12.13 | \$12.73 | \$13.37 | \$14.04 |
| LIFE GUARD | \$12.10 | \$12.71 | \$13.35 | \$14.02 | \$14.72 | \$15.46 |
| RECREATION AIDE | \$11.00 | \$11.55 | \$12.13 | \$12.73 | \$13.37 | \$14.04 |
| SUMMER DAYCAMP COORDINATOR | \$15.00 | \$16.00 | \$17.00 | \$18.00 | \$19.00 | \$20.00 |
| CUSTOMER SERVICE ASSISTANT | \$12.50 | \$13.13 | \$13.78 | \$14.47 | \$15.19 | \$15.95 |
| MAINTENANCE AIDE | \$12.50 | \$13.13 | \$13.78 | \$14.47 | \$15.19 | \$15.95 |
| CITY COUNCIL & MAYOR | | | | | | |
| MAYOR | \$5,400.00 | | | | | |
| CITY COUNCIL | \$4,200.00 | | | | | |



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: CITY MANAGER

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY, INCLUDING ODOR CONTROL REQUIREMENTS AND LIMITATIONS, AND RELATED CEQA DETERMINATION

RECOMMENDATION:

It is recommended the City Council introduce an Ordinance amending Chapter 17.03 of Title 17 of the King City Municipal Code pertaining to commercial cannabis, including odor control requirements and limitations, 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 and related CEQA determination.

BACKGROUND:

An urgent issue that has come to staff's attention is odor problems that have been experienced by other jurisdictions with regard to cannabis cultivation operations, particularly those housed in greenhouse structures. The City's current regulations prohibit any offsite odor from a cannabis business. This presents two challenges. First, it is unlikely that businesses will be able to achieve this standard. Secondly, it will be difficult to enforce because the determination is subjective and individuals have different sensitivities with regard to odor issues.

Staff began researching solutions by contacting applicants who planned to use greenhouses in their cultivation activities, the City of Greenfield Community Development Director, the manufacturer of the fogging system to be used in greenhouse operations for odor control, and the manufacturer of greenhouses.

**CITY COUNCIL
CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17
OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL
CANNABIS ACTIVITY, INCLUDING ODOR CONTROL REQUIREMENTS AND
LIMITATIONS, AND RELATED CEQA DETERMINATION
OCTOBER 9, 2018
PAGE 2 OF 4**

Staff requested specific examples of operations where fogging was used to successfully minimize odor. To date, east coast examples have been provided. California examples are anticipated in the near future, but staff is concerned that no readily available examples have been identified where this issue has been successfully addressed.

Staff also contacted a third party verifier/expert in odor identification and management (St. Croix Sensory, Charles McGill). Mr. McGill has been helpful in identifying the type of smell created by cannabis, the history of smell detection and quantification, and possible methods to address it. There is a technique available that accurately quantifies the amount of smell in the air. The device is generically named a "scentometer". More specifically, the device that is manufactured by this firm is named the "Nasal Ranger".

At the July 10, 2018 meeting, staff presented the City Council recommendations regarding new proposed regulations involving odor restrictions. At that time, the City Council directed staff to proceed to draft an Ordinance to implement the recommendations. The Ordinance was presented to the Planning Commission at the September 18, 2018 meeting. The Planning Commission adopted a Resolution recommending adoption by the City Council.

DISCUSSION:

The general approach that staff is advocating is to establish a specific measurable odor standard in the City's cannabis regulations and then purchase or contract for the measurement device to ensure operations are in compliance. If a complaint is received, odor at the building will be measured. If a violation exists, the business would be provided a reasonable time period to comply. If compliance is not achieved within that time period, the operational permit would either be revoked or would be deemed ineligible for renewal.

In addition, it is recommended to prohibit use of greenhouses within 750 feet of residentially zoned areas. This will help prevent any odor that is created from having a significant negative impact on the community. Staff researched existing proposed projects and this restriction will not impact any current plans for greenhouse operations.

The odor level threshold recommended is 4 dilutions to threshold (D/T). Based on staff's research, this appears to be both a strict level, but achievable. The amount of odor is less the lower the number is. Some cities in Colorado have

**CITY COUNCIL
CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17
OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL
CANNABIS ACTIVITY, INCLUDING ODOR CONTROL REQUIREMENTS AND
LIMITATIONS, AND RELATED CEQA DETERMINATION
OCTOBER 9, 2018
PAGE 3 OF 4**

used allowable levels of 7. Since staff's goal is to pursue an odor level that is not readily detectible in the community, a stricter odor measure is recommended. When staff communicated with the fogging system manufacturer, they indicated that their systems were capable of achieving a level 4.

It is also recommended that if problems and complaints occur, the City may revise the Ordinance to require a lower level at that time. All businesses would then be provided a specified time period to modify their equipment as necessary to comply with the new standard.

One issue of concern that has been raised is how to determine the specific business causing a violation if multiple businesses are located in the same structure. As a result, the Ordinance is drafted so the City can revoke the permit of a business if they are determined responsible or instead take enforcement action against the building owner if the specific business responsible cannot be determined.

COST ANALYSIS:

The estimated cost of equipment to test for odor is approximately \$3,500. In addition, there will be staff costs associated with enforcement. If it becomes a significant cost in the future, it is recommended to increase the annual permit fee to fund these costs.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the only effect of the Ordinance will be to reduce detectible odors. Therefore, this project is not subject to CEQA.

ALTERNATIVES:

The following alternatives are provided for Planning Commission consideration:

1. Introduce the Ordinance;
2. Request modifications to the Ordinance to make the restrictions more or less stringent and then introduce;
3. Continue the item to request additional changes;

**CITY COUNCIL
CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17
OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL
CANNABIS ACTIVITY, INCLUDING ODOR CONTROL REQUIREMENTS AND
LIMITATIONS, AND RELATED CEQA DETERMINATION
OCTOBER 9, 2018
PAGE 4 OF 4**

4. Do not recommend any changes to the City's odor regulation; or
5. Provide other direction to staff.

Submitted and Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2018-767

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY ODOR CONTROL

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

WHEREAS, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to ensure that seriously ill Californians have the right to obtain and use cannabis for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2004, the State Legislature enacted SB 420 to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical cannabis use. These statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations; and

WHEREAS, on October 9, 2015, almost 20 years after passage of the Compassionate Use Act, the Governor signed the Medical Marijuana Regulation and Safety Act (“Act”), comprised of California legislative bills AB 243, AB 266, and SB 643. The Act creates a comprehensive state licensing system for the commercial cultivation, manufacture, retail sale, transport, distribution, delivery, and testing of medical cannabis, all subject to local control. One of the purposes of the Act is to ensure uniformity among jurisdictions that wished to allow commercial cannabis operations; and

WHEREAS, on June 27, 2016, the Governor signed SB 837, effective immediately, changing the terms in the Act from “medical marijuana” or “marijuana” to “medical cannabis” or “cannabis”, and making other technical changes to the Act. SB 83 7 also adopted regulations relating to the use and diversion of water in connection with the cultivation of cannabis; and

WHEREAS, in 2016, the City adopted Title 17, Chapter 17.03 et seq., of the King City Municipal Code pertaining to Medical Cannabis Activity. The Medical Cannabis Ordinance places complete bans and regulations on medical cannabis activity in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

WHEREAS, on August 1, 2017, at a lawfully noticed hearing, the Planning Commission for the City of King heard and considered the issue of increasing the maximum number of manufacturing permits the City will approve. The Planning Commission, upon hearing and considering the issue of increasing the maximum number of manufacturing permits, recommends that the City Council of the City of King increase the maximum number of manufacturing permits the City will approve from six (6) to ten (10).

WHEREAS, in November of 2016 the Adult Use of Marijuana Act (“AUMA”) was approved by a majority of California voters. The purpose of AUMA is to establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products. Adults, age 21 and older, will be allowed to possess cannabis and grow certain amounts at home for personal use; and

WHEREAS, the AUMA did not provide for a specific effective date, thus the provisions of the AUMA regarding personal use, possession, and cultivation of cannabis became effective the day after the November 8, 2016; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.1(a)(3), will make it lawful under state and local law for any person twenty-one (21) years of age or older to “Possess, plant, cultivate, harvest, dry, or process not more than six living cannabis plants and possess the cannabis produced by the plants”; and

WHEREAS, the City wishes to enact regulations governing commercial cultivation of cannabis at this time; and

WHEREAS, the AUMA’s proposed Health & Safety Code section 11362.2(b) explicitly allows a city to “enact and enforce reasonable regulations to reasonably regulate” the cultivation of cannabis so long as the City does not prohibit the cultivation of up to six plants “inside a private residence, or inside an accessory structure to a private residence located upon the grounds of a private residence that is fully enclosed and secure”; and

WHEREAS, several California cities have reported negative impacts of cannabis cultivation and related activities, including but not limited to offensive odors, criminal activity, (such as trespassing, theft, violent robberies and robbery attempts, and the illegal sale and distribution of cannabis), and public health and safety concerns (such as fire hazards and problems associated with mold, fungus, and pests); and

WHEREAS, cannabis plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors or if grown indoors without proper ventilation, odor control, and other regulations; and

WHEREAS, due to the value of cannabis plants and their strong smell (which alerts others to their locations), cannabis cultivation has been linked to break-ins, robbery, armed robbery, theft and attendant violence and injury, creating an increased risk to public safety; and

WHEREAS, unregulated cannabis cultivation can be harmful to the welfare of the surrounding community and its residents and constitute a public nuisance, in that cannabis cultivation has been shown to involve avoidance of environmental laws and regulations, and has resulted in the pollution of waters and navigable waterways in the State of California; and

WHEREAS, the indoor cultivation of cannabis has potential adverse effects to the structural integrity of the buildings in which cannabis is cultivated, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the buildings, its occupants, and neighboring buildings and residents; and

WHEREAS, unregulated indoor cultivation of cannabis can be harmful to the public health, safety and welfare, given electrical modifications risk fires, poor irrigation can cause mold, overloaded circuits can leave entire neighborhoods in the dark, plant chemicals can cause illness, improper carbon dioxide mixed with insufficient ventilation can cause injury or death, and structural changes put first responders in danger if they rush into the unknown; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognize that the cultivation or other concentration of cannabis in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering and/or crime; and

WHEREAS, MMRSA and AUMA mandated comprehensive state licensing and regulatory framework for cultivation, manufacturing, distribution, transporting, testing and dispensing cannabis and cannabis products; however, implementing regulations have yet to be written and state licenses may not be available until 2018; and

WHEREAS, there are numerous well publicized studies and reports, as well as numerous documented incident in Monterey County and throughout the State, which show that unregulated cannabis activities have a significant adverse effect on the community; and

WHEREAS, the City finds that the absence of a formal regulatory framework the adverse impacts frequently associated with commercial cannabis activities will occur, resulting in an unregulated and potentially significant negative impact upon the environment and upon public health, safety, and welfare of the community; and

WHEREAS, outdoor cannabis cultivation and unregulated indoor cannabis cultivation are likely to generate these negative effects on the public health, safety, and welfare in the City, based on the experiences of other cities; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City desires to explicitly prohibit the outdoor cultivation of commercial cannabis for both recreational and medical use; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City also desires to enact reasonable regulations for the indoor cultivation, manufacturing, testing, distribution, or consumption of commercial recreational and medical cannabis; and

WHEREAS, absent clear regulation, cannabis cultivation in the City poses a potential threat to the public peace, health, and safety, and, unless the City takes action to regulate it, the secondary impacts described above are likely to occur very soon after the passage of the AUMA; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the commercial cultivation of recreational and medical cannabis; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the cultivation, manufacturing, testing, distribution, or consumption of cannabis which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulation commercial cannabis activities, both recreational and medical, within the boundaries of the City.

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

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

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

SECTION 3. Chapter 17.03, of Title 17, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 17.03

COMMERCIAL CANNABIS ACTIVITY

Section 17.03.040 Licenses and Permits.

- (f) A commercial cannabis permit shall be governed by the following requirements and/or limitations:
 - (6) An application for renewal of a commercial cannabis permit shall be denied if any of the following exists:
 - (A) The application for renewal of the commercial cannabis permit is filed less than sixty (60) calendar days before its expiration.
 - (B) The commercial cannabis permit is suspended or revoked at the time the application for renewal is submitted or suspended or revoked while the application for renewal is pending.
 - (C) The commercial cannabis business or activity has not been in regular and continuous operation during the four (4) months prior to the submission of the application for renewal.

- (D) The commercial cannabis business or activity fails to conform to the requirements of this Chapter, any provision of the King City Municipal Code, any condition(s) imposed as part of a conditional use permit, and/or zoning requirement.
- (E) The applicant for renewal of the commercial cannabis permit fails to renew its State of California license.
- (F) The applicant for renewal has failed to pay in full any fees, administrative citation fines, penalties and/or costs issued by the City relating to the commercial cannabis business and/or activity, unless assessment of the fees, administrative citation fines, penalties and/or costs are being appealed.
- (G) A violation of subsection 17.03.210(i) of this Chapter.

Section 17.03.210 Operating Requirements.

In addition to those operating requirements specifically set forth elsewhere in this Chapter and except as may otherwise be expressly set forth in this Chapter, the following operating requirements shall apply to all commercial cannabis businesses operating in the City of King.

(i) Odor Control.

(1) Odor control devices and techniques shall be incorporated in all commercial cannabis businesses to ensure that odors from cannabis are not detectable off-site. Commercial cannabis businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside is not detected outside of the facility, anywhere on an adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the commercial cannabis business.

(2) In order to determine the existence of a violation of this subsection, 17.03.210(i), the City may measure for cannabis odor at the commercial cannabis business with an approved field olfactometer device, including but not limited to a Nasal Ranger Field Olfactometer® or Scentometer®, according to the manufacturer's specifications and operating instructions. The threshold of detection (Dilutions to Threshold or D/T) will be determined in a sample of the ambient air after it is diluted with three (3) equally sized samples of odor-free air. Two (2) samples or observations will be taken not less than fifteen minutes apart within a one hour period. The two (2) samples will be taken at the building site of the commercial cannabis business. If the threshold of detection is four (4) or greater, the commercial cannabis business or commercial cannabis permit holder and/or the

property owner will be issued a Notice to Abate Public Nuisance. The notice shall include the following:

- (A) the King City Municipal Code violation which constitutes the public nuisance;
- (B) the required remedy for abating the public nuisance; and
- (C) provide a reasonable time period to abate the public nuisance, unless the public nuisance constitutes an immediate threat to public health, safety and welfare.

Failure to timely abate the public nuisance may result in immediate suspension or revocation of the commercial cannabis permit as provided within section 17.03.150 of this Chapter. In addition, an application for renewal of a commercial cannabis permit shall be denied pursuant to section 17.03.040(f)(6)(G).

(3) Every person or entity owning, possessing, or having charge or control of real property within the city shall manage that property and control the environment thereon in a manner so as not to violate the provisions of this subsection, 17.03.210(i), and the owner shall be liable for violations of the provisions of this subsection, 17.03.210(i), regardless of any contract or agreement with any third party regarding the property.

(4) Every occupant, lessee, or holder of any possessory interest in real property shall maintain the property in a manner so as not to violate the provisions of this subsection, 17.03.210(i).

(5) An appeal of the Notice to Abate Public Nuisance shall be filed with the City Clerk within ten (10) calendar days from the date upon the notice and shall provide the specific basis for granting the appeal. An untimely filed appeal shall constitute a waiver of the commercial cannabis permittee's appeal of the notice. Further, the ten (10) day time period for filing an appeal shall be jurisdictional, and as such, an untimely appeal shall not be considered by the City.

(6) The City is authorized to seek reimbursement from the commercial cannabis permit holder and/or the commercial cannabis business for all costs, including but not limited to court costs, attorney's fees, filing fees, administrative time and fees and employee time, incurred while enforcing the requirements of section 17.03.210(i). The requirements of this subsection shall be in addition to any other provision provided for within the King City Municipal Code.

(7) The requirements of this subsection, 17.03.210(i), may be amended for time to time by majority vote of the City Council of the City of King, and as such, all commercial cannabis businesses shall complying with any and all amendments to this subsection enacted by the City.

(8) All current commercial cannabis businesses shall have sixty (60) days from the effective date of this Ordinance to bring their businesses into compliance with the requirements of this subsection, 17.03.210(i).

(n) Greenhouses. Greenhouses shall only be utilized for commercial cannabis cultivation and/or nurseries. A greenhouse shall be a fully enclosed permanent structure with solid walls that are clad in an opaque material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental artificial lighting. The cultivation and nursery activities conducted within a greenhouse shall not be visible from any public right of way or adjacent private property. No Translucent Manufactured Structures may be built or erected within seven hundred-fifty (750) feet of any residential zone area within the City. All greenhouses shall comply with the requirements of this Chapter and the King City Municipal Code, including the adopted requirements of the California Building Code, the California Fire Code and/or any other code adopted or incorporated by reference within the King City Municipal Code. The City Manager shall have authority, upon consultation with the City Attorney, to establish additional regulations and/or guidelines for operating greenhouses for commercial cannabis cultivation and/or nurseries within the City.

SECTION 4: EFFECTIVE DATE.

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

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the ____ day of _____ 2018, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 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

SHANNON CHAFFIN, City Attorney

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



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 9, 2018

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF SPORTS FIELD IMPROVEMENT AND MAINTENANCE PLAN, INCLUDING ADOPTING FINDING OF A CLASS 1 CATEGORICAL EXEMPTION PURSUANT TO SECTION 1530 OF THE CEQA GUIDELINES

RECOMMENDATION:

It is recommended the City Council: 1) approve the proposed Sports Field Improvement and Maintenance Plan, including annual closure of sports fields for renovation and upgrades; and 2) adopt finding of a Class 1 categorical exemption pursuant to Section 1530 of the CEQA Guidelines.

BACKGROUND:

The condition of many of the City's sports fields has become a problem due to the extensive use, lack of staff to provide the level of maintenance necessary, lack of funding for ongoing improvements, gopher problems and other issues. It is common for sports fields to deteriorate if they are not closed from use during a period of the year for reseeding and recovery. Staff has developed a long-range plan to address this issue within the constraint of available resources.

A copy of the plan is presented for Council consideration, which includes periodic closures. The Parks and Recreation Commission unanimously recommended approval at their September 24, 2018 meeting. Some minor changes in the schedule have been made to the recommended plan since it was considered by the Commission.

DISCUSSION:

Strategies have been established for each of the facilities that have the most serious issues. Different strategies are recommended based upon the existing condition of the fields. The following is a summary of the proposed work:

**CITY COUNCIL
CONSIDERATION OF SPORTS FIELD IMPROVEMENT AND MAINTENANCE
PLAN
OCTOBER 9, 2018
PAGE 2 OF 3**

FY 2018-19

| | |
|--------------------------------|---------------------------------|
| City Park Adult Softball Field | Strip field and reseed new turf |
| San Antonio Park | Level and reseed problem areas |

FY 2019-20

| | |
|----------------------------|-------------------------------------|
| Creek Bridge Baseball Park | Level and reseed problem areas |
| Creek Bridge Soccer Park | Install new sod on the entire field |

Some of the work is proposed to be performed in-house, some by contract, some in partnership with other organizations, and some through sponsorships and fundraising. The most substantial project is renovation of the Creek Bridge Soccer Park. Council's authorization to solicit park naming rights for a major sponsor is requested. Once upgraded, it is proposed to contract for an ongoing gopher control program and periodically close the fields every one to two years to provide the necessary turf recovery time.

In the future, if more resources become available, it is proposed to study potential renovations to some of the existing park facilities to more effectively utilize the space available. In addition, the City proposes to partner with the School Districts and Salinas Valley Fairgrounds on ways to improve and increase joint use of their facilities by the public in the future.

COST ANALYSIS:

Implementation will require a significant investment in staff time. It is also estimated that the cost of the program will be \$5,000 to \$10,000 in FY 2018-19 and \$25,000 to \$30,000 in FY 2019-20.

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 repair and maintenance of existing facilities. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, Section 15300.2 apply to this plan.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the plan;

**CITY COUNCIL
CONSIDERATION OF SPORTS FIELD IMPROVEMENT AND MAINTENANCE
PLAN
OCTOBER 9, 2018
PAGE 3 OF 3**

3. Do not approve any closure of parks and direct staff to make only those improvements possible with ongoing operation of the facility; or
4. Provide staff other direction.

Exhibits:

1. Sports Field Improvement and Maintenance Plan

Submitted and Approved by:



Steven Adams, City Manager



CITY OF KING SPORTS FIELD IMPROVEMENT AND MAINTENANCE PLAN

OCTOBER 2018

Background

The City of King is fortunate to have a number of quality parks and sports fields. However, the condition of many of the fields has become a problem due to the extensive use that takes place, lack of staff to provide the level of maintenance necessary, lack of funding for ongoing improvements, gopher problems and other issues. Over a period of time, it is common for sports fields to deteriorate if they are not closed from use during a period of the year for reseeding and recovery, which has not occurred on any of King City's facilities. Given that many of these issues relate to resource constraints, staff has developed a plan for improvement of the fields that can be implemented over a phased period with available resources.

At this time, the objective of the plan is to improve the conditions of the turf of the fields. Facilities where the most serious problems exist have been identified. In the future, if more resources become available, it is proposed to study potential renovations to some of the existing park facilities to more effectively utilize the space available. In addition, the City proposes to partner with the School Districts and Salinas Valley Fairgrounds on ways to improve and increase joint use of their facilities by the public in the future.

City Park Adult Baseball Field

Portions of the baseball field are in poor condition. The City proposes to partner with representatives of the Adult Softball League on a field renovation project coordinated by the Adult Softball League. They will be removing the existing turf, leveling the field, and seeding new turf. Most of the work will be done by volunteers and supplies donated. City staff will assist with work on the irrigation system and hauling away old soil and turf. It may require up to \$5,000 in City funding to assist in paying for a portion of the direct costs. It is proposed to close the field from October 2018 through March 2019.

San Antonio Park

Portions of San Antonio Park are in fair condition and others are in poor condition. It is proposed to close the field from January 15, 2019 through March 31, 2019. Areas where the grass has died or been removed will be reseeded. A new soil mix will also be distributed throughout the field to level areas that have become uneven to address

hazards. Soil amendments will be applied and the field will be watered and unused for a period sufficient for the new grass areas to take hold.

Creekbridge Softball Park

The Softball Park is in fair condition, but includes a number of areas that have deteriorated. It is proposed to close the field from November 1, 2019 through January 15, 2020. Areas where the grass has died or been removed will be reseeded. A new soil mix will also be distributed throughout the field to level areas that have become uneven to address hazards. Soil amendments will be applied and the field will be watered and unused for a period sufficient for the new grass areas to take hold.

Creekbridge Soccer Park

The field in the worse condition is the Soccer Park in the Creekbridge area. The current condition is primarily the result of excessive use of the park and poor soil condition. It is proposed to conduct a full renovation of this field. It is proposed to install new sod for the entire field. Staff is soliciting estimates for purchase of the sod and to contract for coordination of the installation work. Use of volunteers or specific organizations may be used to supplement the contract in order to reduce costs. Total costs are expected to range from \$50,000 to \$60,000. It is proposed to pursue grants and local fundraising for half of the money. A goal is established for the City to budget the remaining half. An option would be to provide park naming rights if a donor for the full \$50,000 could be identified. It is proposed to close the field from December 1, 2019 through January 30, 2020 to complete the project.

Gopher Control

The City proposes to contract for ongoing gopher control work at all the fields to prevent future damage.

Irrigation Improvements

The City is proposing irrigation improvements. The goal is to reduce water usage, as well as to distribute water more efficiently to the sports fields and other park areas. This will help maintain the fields in an improved condition and reduce damage in the future. A consultant has been hired to evaluate the system and develop recommended upgrades. The City is partnering with Cal Water to access grant funds to pay for many of the proposed retrofits through their water conservation incentive programs.