

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

TUESDAY MARCH 26, 2019
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. Recognition of 2018 Boys High School Cross Country Team -CCS Champions & 2018-19 Boys High School Soccer Team -CCS Runner-Up Champions
 - B. Recognition of Outgoing Commissioners
 - C. Ciclovía, Carmen Gil, County of Monterey Health Department
- 6. PUBLIC COMMENT**

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

- A. Meeting Minutes of March 12, 2019 Council Meeting
Recommendation: approve and file.
- B. Successor Agency March 13, 2019 Invoices Paid
Recommendation: receive and file.
- C. Consideration: A Two-Year Extension of the Rental Fee Reduction for the King City Boxing Club
Recommendation: approve a two-year extension of the \$250 per month lease payment with the King City Boxing Club for the use of the racquetball facility.
- D. Consideration: A Corrective Grant Deed for Hartnell College Community District
Recommendation: 1) approve a Corrective Grant Deed of Parcel 4, Vol. 21 of PM Pg. 9 to Hartnell College Community District to include a Lot Line Adjustment; and 2) authorize City Manager to execute all necessary documents.
- E. Consideration: Wastewater Rate Increase Public Hearing Notice Authorization
Recommendation: authorize the City Manager to distribute a Public Hearing Notice to be held on Tuesday, May 28, 2019 for a proposed wastewater rate increase.
- F. Consideration: Resolution of the City Council of the City of King Establishing City Policies and Procedures Governing Small Wireless Facilities ("SWF's").
Recommendation: adopt the resolution establishing City policies and procedure governing small wireless facilities ("SWF's") within the City of King.
- G. Consideration: Commissioner, Committee and Board Appointments
Recommendation: adopt a Resolution reappointing Chris Madson and David LeBarre to the Airport Advisory Committee, Tiffany Singh to the Recreation Commission, and David Nuck to the Planning Commission.

- H. Consideration: Human Resources Position Change
Recommendation: 1) adopt a Resolution approving a Side Letter of Agreement amending the Memorandum of Understanding with the King City Confidential Employees Association (KCCEA) to upgrade the Human Resources Coordinator position to a Human Resources Manager position; 2) approve an amendment to the Job Classification Plan; and 3) approve the new job description.
- I. Consideration: Expansion of Targeted Employment Area to Include Arboleda Development
Recommendation: adopt a Resolution expanding the Targeted Employment Area (TEA) to include the full Arboleda development.
- J. Consideration: King City Community Power Rate Schedule
Recommendation: adopt a Resolution approving an amendment to the King City Community Power (KCCP) Rate Schedule to add two new tiers.
- K. Consideration: Extension of Exclusive Authorization to Sell Agreement for Property at 1023 Broadway Street
Recommendation: City Council/Successor Agency to the Community Development Agency of the City of King: 1) approve the First Amendment extending the Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in the sale of the property at 1023 Broadway Street for sale; and 2) authorize the City Manager to execute the Agreement and make any non-substantive changes as necessary as approved as to form by the City Attorney.
- L. Consideration: Resolution Authorizing the Lease/Purchase Financing for the New Street Sweeper
Recommendation: adopt a resolution approving the lease purchase financing through KS StateBank for a new Elgin Pelican Street Sweeper in the original amount of \$230,848.53.
- M. Consideration: Annual General Plan Report and Housing Element Annual Report for 2018
Recommendation: review and accept the 2018 Annual General Plan Progress and Housing Element Annual Reports.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

None

12. CITY COUNCIL CLOSED SESSION

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

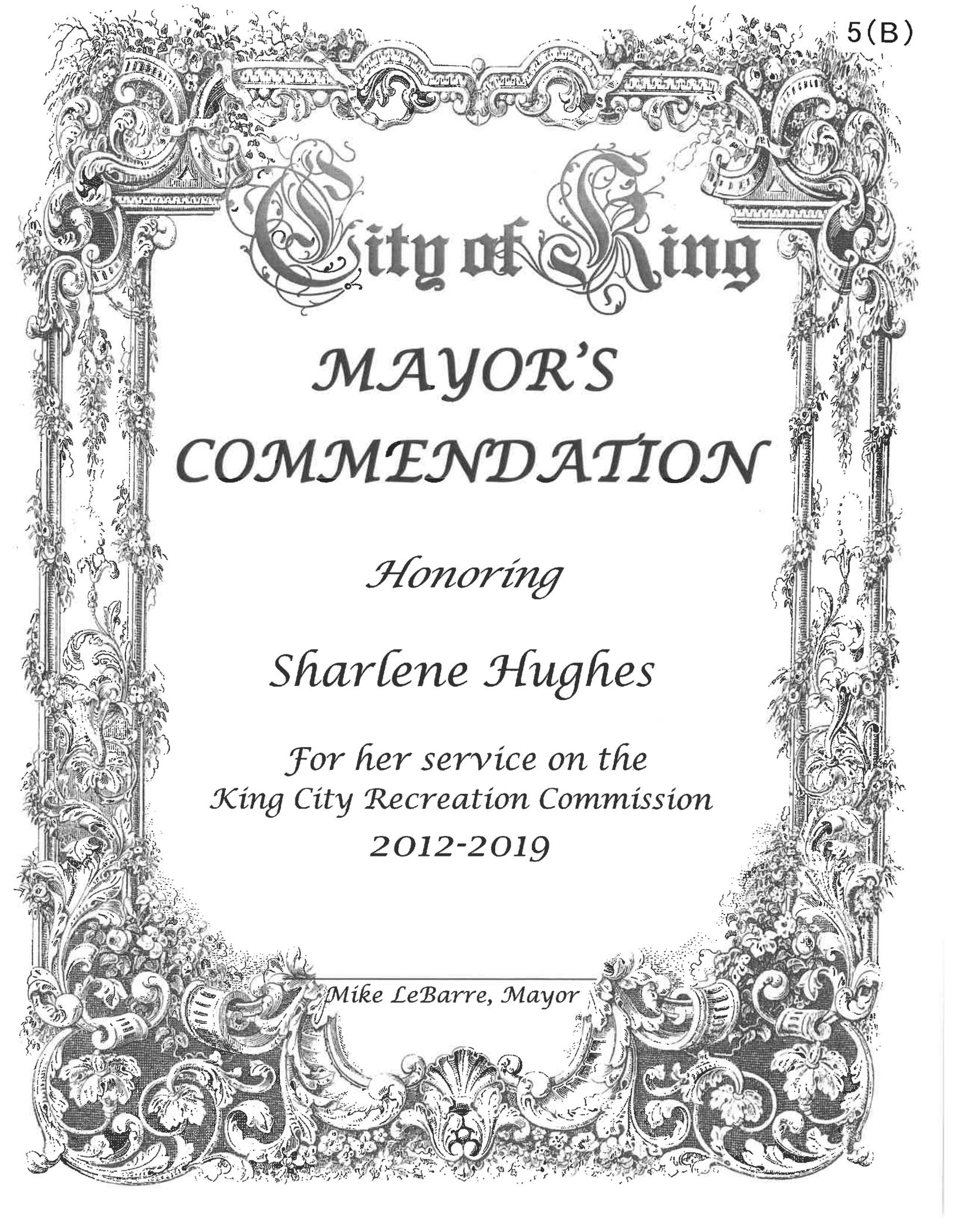
- A. Conference with Real Property Negotiators
Properties: City owned property the first bound by San Lorenzo Street to the west, the golf course to the south, the little league baseball field to the east and the parking lot to the north and second being a portion of a 1.989 AC parcel located at the southern terminus of San Lorenzo Ave., east of the Salinas Valley Fairgrounds.
Agency Negotiators: Steven Adams
Negotiating Party: TJ Plew

- B. Conference with Labor Negotiators
Pursuant to Government Code Section §54957
Agency Representative: Steven Adams
Employee Organizations: KCPOA, KCPSA, KCCEA, SEIU

- C. Conference with Real Property Negotiators
Properties: #026-391-025-000 Formerly Owned by the Community Development Agency of the City of King, 1023 Broadway
Agency Negotiators: Steven Adams
Negotiating Party: StayCal Hotels

- D. Liability Claims, by Brigida Lopez-Avendano
Claim against City of King
Gov. Code Section: §54956.95

13. ADJOURNMENT



City of King

MAYOR'S
COMMENDATION

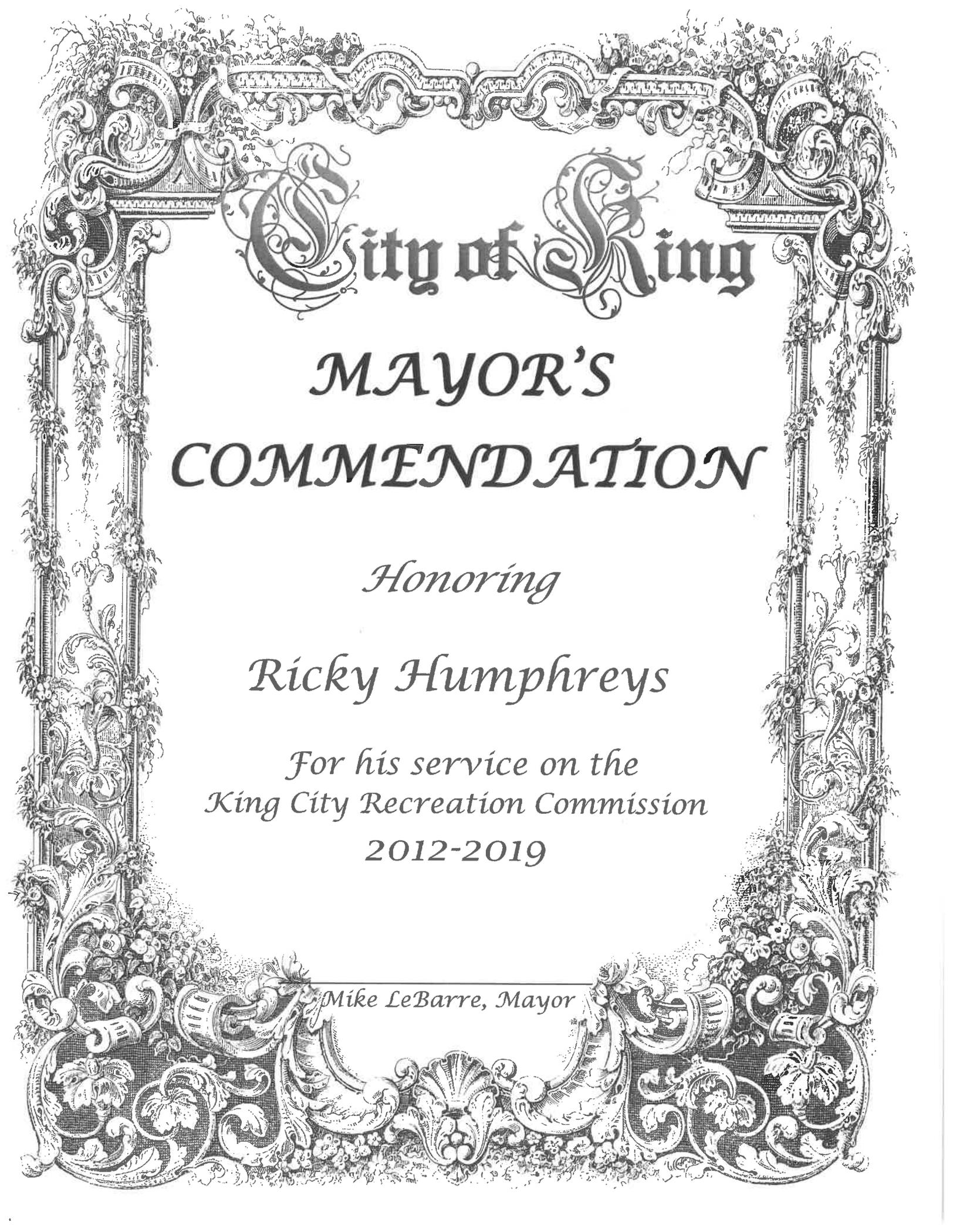
Honoring

Sharlene Hughes

*For her service on the
King City Recreation Commission*

2012-2019

Mike LeBarre, Mayor

The entire page is framed by a highly detailed, ornate border. It features intricate scrollwork, floral motifs, and classical architectural elements like columns and pediments. The design is symmetrical and fills the page, creating a formal and celebratory atmosphere.

City of King

MAYOR'S COMMENDATION

Honoring

Ricky Humphreys

*For his service on the
King City Recreation Commission*

2012-2019

Mike LeBarre, Mayor

**City Council Meeting
March 12, 2019**

1. CALL TO ORDER:

Regular Meeting called to order at 6:00pm by Mayor LeBarre. Mayor LeBarre sent condolence from all council to Council woman Hendrickson for the loss of her mother.

2. FLAG SALUTE:

The flag salute was led by Carlos DeLeon.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

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

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

None

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon had nothing to report at this time.

Council Member Acosta had nothing to report at this time.

Mayor Pro Tem Victoria stated that AMBAG is tomorrow. He has had lots of complements from community members on how well the City looks. He also that with our police department we are getting our trust back.

Council Member Cullen stated he met with someone that use to live here and had not been her in a couple of years that King City is not the same it has improved. Salinas Valley Fair board meeting stated that there is going to be a Heritage Foundation golf tournament fund raiser April 13th for the Fair board and the Jr. Fair board is doing a pedro party for a fundraiser March 15th. Reminder the High School is having a career day on March 27th and they are looking for speakers. Salinas Valley Solid Waste Authority had a discussion on a compromise proposal on Salinas staying in the JPA. Next Board meeting is on the 21st at the Gonzales City Council chambers 6p.m. and he needs Council member Acosta to attend as he is unable to.

Mayor LeBarre attended the Grid Alternatives last week on their 100th solar panel installation. Last week he met on the Coast Rail coordinating committee. Last week King City received the grant for the pre-construction for the rail station and multi-modal station for the train to stop in King City.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams mentioned that there will be follow up the first meeting in April on recommendations for the Cannabis item that was on last weeks agenda.

City Attorney Roy Santos had nothing to report at this time.

9. CONSENT AGENDA

- A. Meeting Minutes of February 26, 2018 Council Meeting
- B. City March 1, 2019 Invoices Paid
- C. Successor Agency March 1, 2019 Invoices Paid
- D. Consideration: Second Reading and Adoption of an Ordinance of the City Council of the City of King Amending Chapter 15 of the King City Municipal Code Governing Wastewater Discharge Regulations
- E. Consideration: Second Reading and Adoption of Ordinance of the City Council of the City of King Adding Chapter 7.38 of the King City Municipal Code Governing Wireless Telecommunications Facility in the Public Right-of-Way
- F. Consideration: Second Reading and Adoption of an Ordinance of the City Council of the City of King Amending Sections 7.34.020 and 7.34.140 of Chapter 7.34 of the King City Municipal Code Governing Fireworks
- G. Consideration: Cancellation of July 23, 2019 Meeting

Mayor LeBarre pulled Item E for discussion.

Action: Motion to approve consent agenda items A-D and F-G 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:

City Manager Adams stated that it came to his attention that the City Council received a letter from AT&T with concerns on the telecommunications ordinance. City Attorney Roy Santos explained the letter the City received from AT&T about our Telecommunications Ordinance. Some of the issues in the letter are for a closed session item for the council. Another issue in the letter is that they deal with hypothetical situations. The reason to bring the ordinance forward is to comply with new regulations from FCC that were enacted and AT&T's request for additional time to consider our ordinance is disingenuous. The recommendation is still to enact the ordinance. A couple of typos were found. Under the definition of Community Development Director LNL1 should be removed. Definition for SWF regulations should read City Council Policy governing SWFS. Section 7.38.050 section C13 reference to Chapter 8.28 should be Section 7.25 governing noise. Section 7.38.070 B has XXYY.060 it should be 7.38.060. Section 7.38.070 C sub section on 1 little c should be 7.38.080, sub section 5 little g should be 7.38.080. Should the council waive the second reading and adopt the ordinance a clean copy will be presented to the Mayor for his signature.

City Manager Adams stated that some of the issues will be resolved by resolution coming back at a future meeting.

Action: Motion to approve consent agenda items E by DeLeon 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:

10. PUBLIC HEARINGS:

A. None

11. REGULAR BUSINESS:

A. Consideration: Wastewater Rate Study

Recommendation: accept the Wastewater Rate Study and direct staff to prepare and distribute a Proposition 218 Public Hearing Notice for Wastewater Rate Increases as proposed in the Wastewater Rate Study.

Steve Adams City Manager introduced this item.

Geoff English Public Works Special Products Coordinator was present for questions.

Tracy Warner Carollo Engineering and Alex Handlers Bartle Wells Associates (financial advice) presented a PowerPoint. Carollo Engineering stated the City is considering future recycled water. They went over the rate study process. Bartle Wells Associates went over projected expense and Sewer Rate adjustments. Build out is also 2023 and could take 2 to 2 ½ years.

Council is in consensus that this is necessary.

One concern is the billing that the water and the sewer are billed on the same bill. Another concern is that all rates are going up even the trash.

Karen Jernigan stated that it is important for the City to go out for grants as much as possible. She feels the cost is going up for everything and it is hard on the community. She feels that businesses having increased cost makes it difficult for them to stay in business. Whatever plans that are being considered that the wastewater plant is in a flood plane and it needs to be built up to protect from the flooding.

City Manager Adams stated that this project is being brought about by the State regulations that the City needs to be in compliance with.

Mr. Neil Saul wanted to know if the project will be built on farm land. Mayor stated that it would be built over the existing land.

Council was in consensus and accepted the Wastewater Rate Study and directed staff to prepare and distribute a Proposition 218 Public Hearing Notice for Wastewater Rate Increases as proposed in the Wastewater Rate Study.

12. CITY COUNCIL CLOSED SESSION

None

ADJOURNMENT:

Mayor Pro Tem Victoria made a motion to go into adjourn from closed session. Seconded by Council member DeLeon. Motion carried 5-0.

Mayor LeBarre adjourned the regular meeting at 7:19p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: MARCH 26, 2019

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY MARCH 13, 2019
INVOICES PAID**

RECOMMENDATION:

It is recommended the City Council acting as the Successor Agency Board receive and file.

BACKGROUND:

At least once a month, the City Treasurer shall submit to the Successor Agency Board, a copy of the invoices paid for the previous month.

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF SUCCESSOR AGENCY MARCH 13, 2019 INVOICES
PAID
MARCH 26, 2019
PAGE 2 OF 2**

Exhibits:

1. Edit List of Invoices – Detail W/GL

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

March 13, 2019 (FY 2018-19)SA

Date: 03/13/2019

Time: 3:08 pm

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KING CITY CITY HALL

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
75464	ALESHIRE & WYNDER LLP 18881 VON KARMAN AVE IRVINE	03/13/2019 03/13/2019 02/25/2019		SSA N N	Legal Services - Successor Agency N	1,483.50 0.00
A & W	CA 92612 <Emailing Stub Disabled>	02/25/2019 02/25/2019	0.00 50282	Y	0	0.00 1,483.50

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-531.000	Legal Services	1,483.50	0.00
Distribution Total		1,483.50	0.00

Vendor Total: 1,483.50

75465	GREEN'S ACCOUNTING P.O. BOX 698 GREENFIELD	03/13/2019 03/13/2019 02/04/2019		SSA N N	Monthly Accounting Jan 2019 Successor Agency N	1,575.00 0.00
GREEN'S	CA 93927 <Emailing Stub Disabled>	02/04/2019 02/04/2019	0.00 02042019SA	Y	0	0.00 1,575.00

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-522.140	Miscellaneous	1,575.00	0.00
Distribution Total		1,575.00	0.00

Vendor Total: 1,575.00

Grand Total:	3,058.50
Less Credit Memos:	0.00
Net Total:	3,058.50
Less Hand Check Total:	0.00
Outstanding Invoice Total:	3,058.50

Total Invoices: 2



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ANDREA WASSON, RECREATION COORDINATOR

RE: CONSIDERATION OF A TWO-YEAR EXTENSION OF THE RENTAL FEE REDUCTION FOR THE KING CITY BOXING CLUB

RECOMMENDATION:

It is recommended City Council approve a two-year extension of the \$250 per month lease payment with the King City Boxing Club for use of the racquetball facility.

BACKGROUND:

The renovation of the racquetball courts for use by the King City Boxing Club was approved by the City Council in the September 27, 2016 meeting. The agreement included an initial rental fee of \$250, which was to be increased to \$350 after six months. In order to assist the King City Boxing Club with the initial investment they made in improving the facility and expanding the program, City Council extended the rental fee of \$250 per month in February 2018 to March 2019. At the February 26, 2019 meeting, the City Council also approved removal of the wall at King City Boxing Club space in order to better facilitate the program.

DISCUSSION:

The King City Boxing Club offers a positive environment for over 40 King City youth, four nights a week at the King City racquetball courts. The Club requests continuation of the \$250 rental fee in order to continue the program at current levels. The Club has obtained 501c3 status and has received grants that have been invested back into the program for equipment, travel expenses, ASA Boxing registration and insurance and other costs. The Club is also working on expanding current programming for King City youth. Staff is recommending the fee reduction be extended since the King City Boxing Club has agreed to pay the

**CITY COUNCIL
CONSIDERATION OF APPROVAL OF A ONE YEAR EXTENSION OF THE
RENTAL FEE OF \$250 PER MONTH FOR THE KING CITY BOXING CLUB
MARCH 26, 2019
PAGE 2 OF 2**

expenses to remove the wall, which will enhance the facility. Therefore, staff believes the fee extension is warranted given that the King City Boxing Club has continued to make investments in the facility.

COST ANALYSIS:

The rent of the building by the King City Boxing Club will remain at \$250 until April 2021, which would result in a total reduction in rental payments of \$2,400.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendation;
2. Negotiate a different rate;
3. Do not approve the extension and allow the rate to increase to \$350 per month; or
4. Provide other direction to staff.

Exhibits:

1. Lease Agreement

Submitted by: _____
Andrea Wasson, Department Director

Approved by:  _____
Steven Adams, City Manager

REAL PROPERTY USE AGREEMENT

This Real Property Use Agreement (“Agreement”) is made and entered into March 15, 2017, between the CITY OF KING (“City”) and King City Boxing Club, a non-profit organization (“Authorized User”), pursuant to the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. City owns real property located at 411 Division Street in the City of King, as more particularly described and depicted in **Exhibit A** (“Premises”).
- B. Authorized User wishes to use the Premises owned by the City in order to operate a boxing club and training area for the residents of the City of King.
- C. City and Authorized User desire to enter into a use agreement granting Authorized User access to the Premises in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, City and Authorized User agree as follows:

AGREEMENT

1. Access. City hereby grants to Authorized User access to the Premises on a month-to-month basis beginning on the Agreement Date.
2. Use of Premises AS IS. Authorized User acknowledges it has and shall accept the Premises from City in its “AS IS” condition without representation or warranty. Authorized User acknowledges it has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, Authorized User 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. Access Fee. As consideration for the use and occupancy of the Premises, Authorized User shall pay an access fee to City as follows: Authorized User shall pay to City a monthly access fee in the amount of Two Hundred Fifty Dollars (\$250.00) for the first six (6) months of access and then Three Hundred Fifty Dollars (\$350.00) for every month thereafter, unless increased by a majority vote of the City Council. The access fee shall be due and payable monthly to City on the 1st day of each month. The full access fee shall be paid by Authorized User and be personally delivered or mailed to the City at 212 S. Vanderhurst Avenue, King City, CA 93930 or any other place or places that City may designate by written notice to Authorized User. Authorized User shall pay City a late fee in the amount of Fifty Dollars (\$50.00) for its failure to pay the access fee in full by the 5th day of each month.
4. Use of Premises.
 - a. Purpose. Authorized User shall have access to use the Premises for the operation of a boxing club and related activities (“Program”). No other uses shall be permitted on the Premises without the prior written consent of City, which may be granted or withheld in its sole discretion. Authorized User shall have access to and use of the parking lot and access way to the Premises, but such access and use shall only concurrent with the City’s and public’s right of use of the same and not for Authorized User’s exclusive use. All staffing, equipment and supplies for the Program activities conducted by Authorized User shall be the sole responsibility of Authorized User. The supervision of all participants in the activities conducted by Authorized User shall be the sole and exclusive responsibility of Authorized User and its personnel. Authorized User shall ensure that all its employees, staff, volunteers, agents or similar persons using the Premises submit to, and pass, a background check and fingerprinting conducted by the City using the California Department of Justice (DOJ) Live Scan System, or satisfactorily complete a background check conducted by USA Boxing, or an equivalent system approved by the City, prior to allowing contact with minors on the Premises.
 - b. No Alterations or Improvements. No alterations or improvements shall be made to the Premises without the advance and express written consent of City, and upon such terms and conditions as City may require.

c. Removal. Upon termination of this Agreement, unless otherwise agreed, Authorized User shall remove Authorized User owned structures and/or improvements and restore the Premises to substantially the same condition at the time Authorized User took possession of the Premises. Upon Authorized User's failure to remove structures and/or improvements, the property shall, at the option of City, become the sole property of City; or, at the expense of Authorized User, City may remove said structures and/or improvements to restore the Premises to substantially the same condition in which it existed at the time Authorized User took possession of the Premises.

d. Compliance with Laws. Authorized User shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities (including the City of King), relating to Authorized User's use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Authorized User shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, California Disabled Persons Act and the California Building Code.

e. License. Authorized User shall procure and maintain all required licenses and/or permits governing the operation of the boxing club throughout the term of this Agreement.

f. Waste and Nuisance. Authorized User shall not use the Premises, or allow the Premises to be used, in any manner that will constitute a waste, nuisance, or unreasonable annoyance to the neighborhood adjacent to the Premises. The Premises shall not be used for displaying signs and notices other than those connected with the Program. Such notices and signs shall be neat and properly maintained, and shall be in compliance with the King City Municipal Code and all applicable laws and regulations.

g. Maintenance. Authorized User, at its sole cost and expense, shall keep and maintain the Premises in good order and condition, and free from rubbish, to the satisfaction of City.

5. Utilities. City shall make all arrangements for and pay for any applicable utilities and services furnished to or used by Authorized User, including but not limited to water and electric services.

6. Indemnification. Authorized User 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 Authorized User and use of the parking lot and access way, the conduct of Authorized User's business or Program, any act, omission or neglect of Authorized User, its officers, directors, members, employees, agents or contractors; (2) out of any breach by Authorized User in the performance in a timely manner of any obligation on Authorized User's part to be performed under this Agreement; (3) any acts, omissions or negligence of Authorized User or any person or entity claiming through or under Authorized User, or Authorized User's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. 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, Authorized User upon notice from City shall defend the same at Authorized User's expense by counsel reasonably satisfactory to City and City shall cooperate with Authorized User in such defense. City need not have first paid any such claim in order to be so indemnified. In addition, City may require Authorized User 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 Authorized User or its counsel.

City shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of Authorized User, Authorized User'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.

Authorized User 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 Authorized User.

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

7. Insurance Requirements.

a. Commercial General Liability Insurance. Authorized User shall obtain, pay for and maintain in effect during the life of this Agreement, a policy of commercial general liability insurance issued by an insurance company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to do business in California with combined single limits of liability of not less than \$1,000,000.00 per occurrence. The policy shall contain an endorsement naming the City as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the City at least 10 days prior to cancellation or material change in the form of the policy or reduction in coverage.

b. Workers Compensation Insurance. Authorized User acknowledges and agrees City shall not be responsible for any workers compensation claims and/or liability.

c. General Provisions. All of the policies of insurance required to be procured by Authorized User pursuant to this Section shall be primary insurance and shall name City, its employees and agents as additional insureds. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Authorized User's insurance and shall not contribute with it. All policies shall waive all rights of subrogation and provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to City. Within ten (10) business days of execution of this Agreement by the last Party to sign, and at least thirty (30) days prior to the expiration of any insurance policy, Authorized User shall provide City with certificates of insurance and full copies of the insurance policies evidencing the mandatory insurance coverages written by insurance companies acceptable to City, licensed to do business in California and rated A:VII or better by Best's Insurance Guide.

8. Liens and Claims. Authorized User shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Premises for any work done or materials furnished at Authorized User's request. Should Authorized User fail, neglect, or refuse to remove said lien, City shall have the right to pay any amount required to release any such liens, or to defend any action brought thereon, and to pay any judgment entered therein; and Authorized User shall be liable to City for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment obtained therefor.

9. Encumbrances. Authorized User shall not encumber by deed of trust, mortgage or other security instrument, all or a part of Authorized User's interest under this Agreement without the advance and express written consent of City, and upon such terms and conditions as City may require.

10. Condemnation. In the event of the taking or condemnation of all or any part of the Premises, Authorized User may receive compensation only for any taking of or damage to Authorized User-owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to City. Authorized User 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 Authorized User may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Agreement

11. Default.

a. Authorized User's Default. The occurrence of any of the following shall constitute a default by Authorized User: (1) failure to pay in full the access fee, insurance premiums or taxes, or any other sums due hereunder as a result of Authorized User's use of the Premises; (2) abandonment of the Premises; and (3) failure to perform any other provision of this Agreement.

b. Termination. City may terminate this Agreement immediately upon written notice to Authorized User if Authorized User defaults on any obligation under this Agreement. In the event of termination, City may regain possession of the Premises in the manner provided by the laws of the State of California. At City's option, if Authorized User has breached this Agreement and/or abandoned the Premises, this Agreement shall continue in effect for so long as City does not terminate Authorized User's access, and City may enforce all rights and remedies under this Agreement, including the right to recover the access fee as it becomes due. Further, City shall be entitled to recover from Authorized User damages and to exercise such other rights and remedies as provided to City under the laws of the State of California.

The City or Authorized User may terminate this Agreement without cause upon thirty (30) days written notice.

12. Waiver. No delay or omission in the exercise of any right or remedy of City on any default by Authorized User shall impair such right or remedy or be construed as a waiver. Any waiver by City 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.

13. Entry and Inspection of Premises. City and its authorized representatives shall have the right to enter and inspect the Premises at all reasonable times to determine whether the Premises is in good condition and whether Authorized User is complying with its obligations under this Agreement.

14. Relationship of Parties. City is not, nor shall it become or be deemed to be, a partner or a joint venturer with Authorized User by reason of the provisions of this Agreement nor shall this Agreement be construed to authorize either party to act as the agent for the other.

15. 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.

16. Effect of Termination of Agreement. Termination of this Agreement 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 Agreement it is provided that anything shall or may be done after termination or expiration hereof.

17. Amendments. This Agreement shall not be modified or amended in any way except in writing signed by the parties hereto.

18. Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

19. Entire Agreement. This Agreement contains all the agreements of the parties concerning the subject matter of it and cannot be amended or modified except by a subsequent written agreement.

20. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

21. Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, 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.

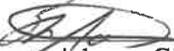
22. Voluntary Agreement; Authority to Execute. Authorized User and City each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

23. Binding Effect: Choice of Law. This Agreement 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.

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

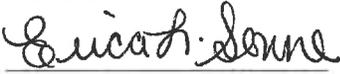
CITY:

CITY OF KING CITY,
a municipal corporation

By: 
Steve Adams, City Manager

03/14, 2017

ATTEST:


Erica Sonne Dep. City Clerk

AUTHORIZED USER:

KING CITY BOXING CLUB, a non-profit

By: 

Name: RODOLFO TAPIA SALDOR

Title: COACH/DIRECTOR

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

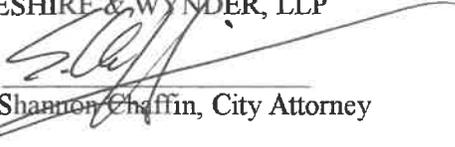
By: 
Shannon Chaffin, City Attorney

EXHIBIT A

DESCRIPTION AND DEPICTION OF THE "PREMISES"

The "Premises" is located at 401 Division Street. It is a racquetball facility that has been converted for use by the Boxing Club, and consists of two rooms with a 10 foot by 12 foot opening in the middle. It also has a hallway, small office and lockers for use by the Club.



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

BY: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF A CORRECTIVE GRANT DEED FOR HARTNELL COLLEGE COMMUNITY DISTRICT

RECOMMENDATION:

It is recommended City Council: 1) approve a Corrective Grant Deed of Parcel 4, Vol 21 of PM Pg 9 to Hartnell College Community District to include a Lot Line Adjustment; and 2) authorize the City Manager to execute all necessary documents.

BACKGROUND:

Hartnell College currently owns two parcels adjacent to the Town Square. In 2001, King City Town Square, as the owner of Parcel 3 and the City, as the owner of Parcel 4, agreed to a lot line adjustment between the parcels. The lot line adjustment decreased Parcel 3 from 10,402 sq. ft. to approximately 9,555 sq. ft. and increased Parcel 4 from 11,865 sq. ft. to 12,712 sq. ft. The increase in square footage to Parcel 4 represents a 6-foot strip. In a January 2005 Grant Deed, the lot line adjustment was recorded with a Certificate of Compliance dated March 22, 2001.

In February 2006, the City granted a Deed to Hartnell College Community District for Parcel 4 (See Exhibit B) as shown in the office of the County Recorder on February 25, 2000, in Volume 21 of parcel maps, at page 9. (See Exhibit C). The 2006 Grant Deed failed to mention the 2001 lot line adjustment, which increased the size of Parcel 4.

In July 2009, the King City Town Square granted a Deed (See Exhibit D) to the Hartnell College Community District for Parcel 3, again referencing the County's February 25, 2000 parcel map. (See Exhibit C.) Also referenced is the Certificate of Completion identifying the 6-foot strip and lot line adjustment, which is excluded from Parcel 3.

It appears that the City unintentionally retained ownership of the 6-foot strip of land. When the February 2006 Deed was drafted, the 2001 lot line adjustments were not taken into consideration. As a result, when the City conveyed Parcel 4 to the District in

**CITY COUNCIL
CONSIDERATION OF A CORRECTIVE GRANT DEED FOR HARTNELL COLLEGE
COMMUNITY DISTRICT
MARCH 26, 2019
PAGE 2 OF 3**

February of 2006, the District was conveyed Parcel 4 minus the 6-foot strip of land that was subject to the 2001 lot line adjustment. Hartnell College now needs that land in order to proceed with their proposed expansion of the King City campus.

DISCUSSION:

Government Code 37114 states. If real property is conveyed by a city and it is subsequently determined and mutually agreed by the legislative body of the city and the person to whom the property was conveyed that an error was made in the description of the property conveyed, so that less property is included in the description than was intended by the parties, the legislative body of the city may by resolution recite the facts of such error and approve such determination and agreement; thereafter the legislative body may execute or cause to be executed a corrective deed without conforming to the requirements of law, if any, for the sale of real property by cities and without commencing a judicial action to reform the deed.

A similar procedure may be followed with respect to property conveyed to a city, where the error results in more property being conveyed than was intended. In either case, the resolution of the legislative body shall be conclusive as to the facts recited therein as to good faith purchasers or encumbrancers for value. Pursuant to Section 37114 of the Government Code, the error can be fixed with a corrective deed since less property was conveyed than originally intended by the City Council. Therefore, the City Engineer has prepared the necessary documentation for City Council to approve correcting this error.

COST ANALYSIS:

No cost is being incurred by the City. The cost associated with the processing the Corrective Deed is being paid for by Hartnell College.

ENVIRONMENTAL REVIEW:

This matter is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change in 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 recommendations.
2. Reject making the correction, which would impact the current proposed design for the new Hartnell College building; or
3. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF A CORRECTIVE GRANT DEED FOR HARTNELL COLLEGE
COMMUNITY DISTRICT
MARCH 26, 2019
PAGE 2 OF 3**

Exhibits:

- A. 2001- Lot Line Adjustment Certificate of Compliance Doc 2001020798
- B. 2005- King City Town Square to King City 6 FT Portion of Parcel 3 (LLA)
- C. 2006 – King City Town Square to Hartnell College Parcel 4
- D. 2009 – King City Town Square to Hartnell College Parcel 3 except 6 ft
- E. Resolution 2019-4694
- F. Corrective Deed
- G. Preliminary Change of Ownership Report

Submitted by: 
Octavio Hurtado, City Engineer

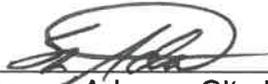
Approved by: 
Steven Adams, City Manager

EXHIBIT A

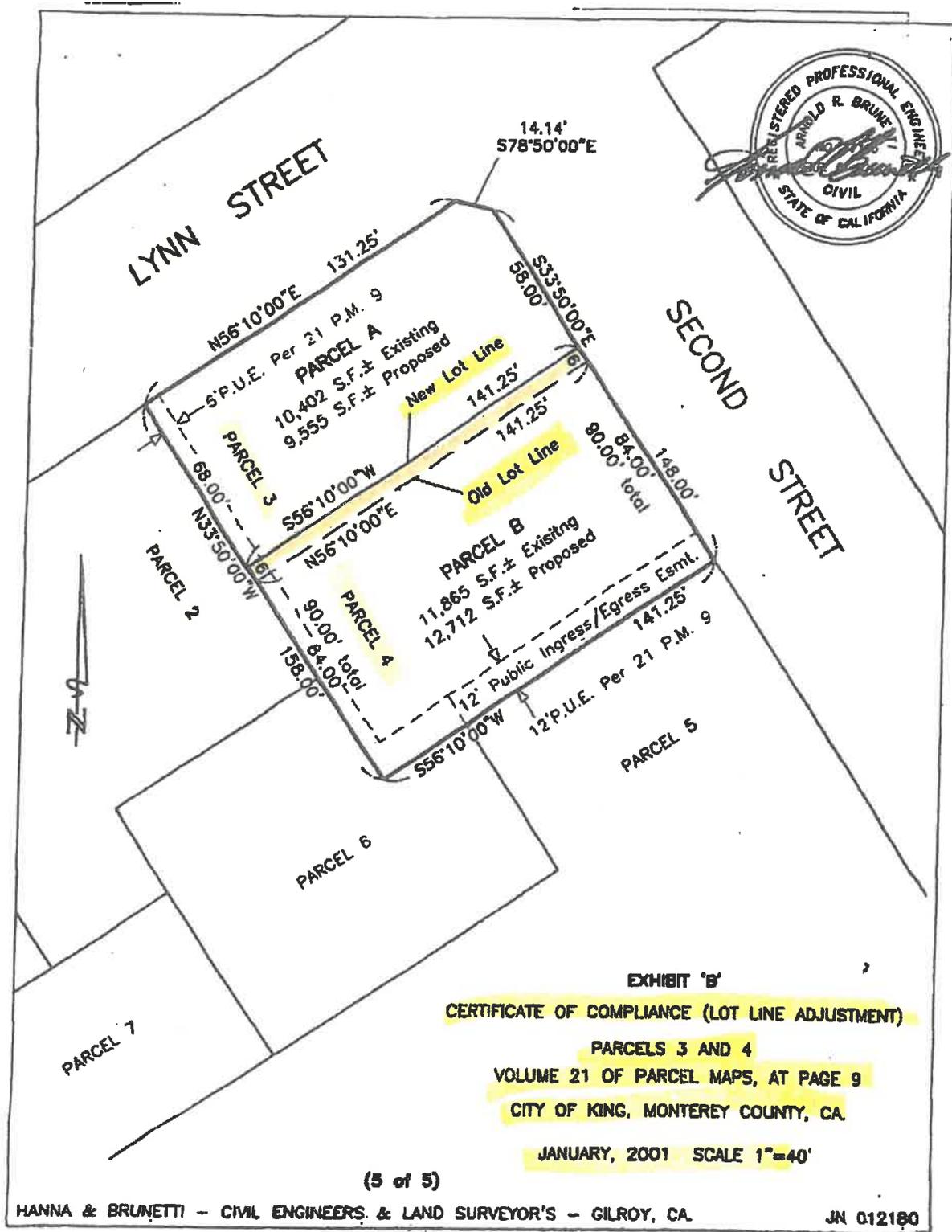


EXHIBIT 'B'
CERTIFICATE OF COMPLIANCE (LOT LINE ADJUSTMENT)
PARCELS 3 AND 4
VOLUME 21 OF PARCEL MAPS, AT PAGE 9
CITY OF KING, MONTEREY COUNTY, CA.
JANUARY, 2001 SCALE 1"=40'

(5 of 5)

EXHIBIT B

RECEIVED

MAY 02 2018

10

RECORDING REQUESTED BY

Stradling Yocca Carlson & Rauth
45 Montgomery Street, 42nd Floor
San Francisco, California 94104
Attention: David G. Casnocha

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Larry Corlier
Vice President, Administrative Services

Address: Hartnell Community College District
Street: 156 Homestead Avenue
City & State: Salinas CA
Zip: 95001

Title Order No. N/A Escrow No. N/A

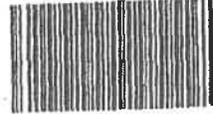
KASAVAN ARCHITECTS

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Chicago Title

RALICIA
2/07/2006
8:00:00

DOCUMENT: 2006011800

Titles: 1/ Pages: 2



Fees...
Taxes...
Other...
AMT PAID

SPACE ABOVE THIS LINE FOR RECORDER'S USE

52601800
This document is recorded for the benefit of the Fontana Unified School District and recording is free exempt under §27363 of the Government Code. T 355 Legal (2-94)

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS \$ 0 (Tax Exempt)

unincorporated area City of King City

Parcel Nos.

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

The City of King, a Municipal Corporation

hereby GRANT(S) to HARTNELL COMMUNITY COLLEGE DISTRICT, a community college district duly organized and validly existing under the laws of the State of California

the real property described on Exhibit A attached hereto situated in the County of Monterey, State of California

CITY OF KING CITY, CALIFORNIA

Dated January 30, 2006

By: mgallant
Title: CITY MANAGER

STATE OF CALIFORNIA
COUNTY OF MONTEREY

} S.S.

On February 2, 2006 before me,

Monica Ulloa

a Notary Public in and for said County and State personally appeared

Ann Marie Gallant

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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.

WITNESS my hand and official seal

Signature

Monica Ulloa



(This area for official notarial seal)

EXHIBIT A

DESCRIPTION OF THE PROPERTY

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND COMMONLY KNOWN AS THE HARTNELL COMMUNITY COLLEGE DISTRICT EDUCATION AND TRAINING CENTER, AND THE IMPROVEMENTS THERETO, AND MORE FULLY DESCRIBED AS FOLLOWS:

Parcel 4, as the same is shown upon that certain parcel map filed in the office of the county recorder of Monterey County, California on February 25, 2000, in Volume 21 of parcel maps, at Page 9.

APN: 026-192-021

END OF DOCUMENT

EXHIBIT C

EXHIBIT D

RECEIVED

MAY 02 2010

D

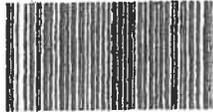
RECORDING REQUESTED BY:
Chicago Title Company
Escrow No.: 09-52109011-JM
Locate No.: CACTI7727-7727-4521-0052109011
Title No.: 09-52109011-JF

KASAVAN ARCHITECTS
Stephen L. Vagnini RANJELIOUE
Monterey County Recorder 7/23/2009
Recorded at the request of 13:17:59
Chicago Title

**When Recorded Mail Document
and Tax Statement To:**
Hartnell Community College District
Att: Joanne Ritter-Purchasing Dept.
411 Central Avenue
Salinas, Ca 93901

DOCUMENT: 2009047079

Titles: 1/ Pages: 3



**Fees.... 13.00
Taxes.. 275.00
Other...
AMT PAID \$288.00**

APN: 026-192-026

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

**The undersigned grantor(s) declare(s)
Documentary transfer tax is \$275.00**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of King City,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, King City Town Square, LLC, a California limited liability company

hereby GRANT(S) to Hartnell Community College District, a community college district duly organized and validly existing under the laws of the State of California

the following described real property in the City of King City, County of Monterey, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 12/07)
(grant)(12-07)

GRANT DEED

Escrow No.: 09-52109011-JM
Locate No.: CACTI7727-7727-4521-0052109011
Title No.: 09-52109011-JF

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN CITY OF KING, THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 3, as shown on that certain parcel map filed February 25, 2000 in the office of the county recorder of Monterey County, California in Volume 21 of "Parcel Maps", at Page 9.

EXCEPT THEREFROM that portion of said land described in the Deed to The City of King, a Municipal Corporation recorded January 7, 2005, Instrument No. 2005002158, Official Records.

APN: 026-192-026

END OF DOCUMENT

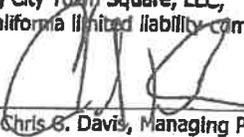
APN: 026-192-026

DATED: June 26, 2009

State of California)
County of Monterey)

King City Town Square, LLC,
a California limited liability company

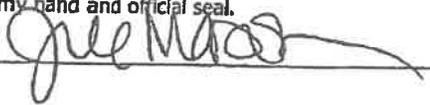
On June 26, 2009 before me,
Jill Mason, Notary Public
(here insert name and title of the officer), personally appeared
Chris G. Davis,

By: 
Chris G. Davis, Managing Partner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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  (Seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213
(grant)

GRANT DEED

EXHIBIT E

RESOLUTION NO. 2019-4694

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING THE CORRECTIVE GRANT DEED DOCUMENTS FOR PARCEL 4 CONVEYING THE PREVIOUSLY LEFT OUT 6 FT STRIP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CORRECTIVE GRANT DEED

WHEREAS, on March 22, 2001, the City Council of the City of King ("City") approved a Certificate of Compliance Lot Line Adjustment and recorded in document: 2001020798 at the County Records Office; and

WHEREAS, on January 7, 2005, the City recorded a Grant Deed in document 2005002158 granting the 6 ft strip to Parcel 4, which is the completion of the Lot Line Adjustment; and

WHEREAS, on February 7, 2006, the City granted a deed to Hartnell College Community District for Parcel 4, as shown in the office of the County Recorder on February 25, 2000, in Volume 21 of Parcel Maps, at page 9, Document: 2006011800 which did not account for the Lot Line Adjustment Grant Deed; and

WHEREAS, the City did not fully convey Parcel 4 as in the February 7, 2006 Grant Deed; and

WHEREAS, pursuant to 37114 of the Government Code, the City could record a Corrective Grant Deed to take into account the March 22, 2001 lot line adjustment (Document 20011020798) perfected with the February 7, 2006 Grant Deed (Document 2006011800); and

WHEREAS, the Corrective Grant Deed and Preliminary Change of Ownership Report are attached hereto as Exhibit F.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of King;

1. approves the Corrective Grant Deed documents for Parcel 4
2. authorizes the City Manager to execute the Corrective Grant Deed and all other documents, and to make any changes as approved to form by the City Attorney, necessary to execute the corrective Grant Deed of Parcel 4.

PASSED AND ADOPTED at a regular meeting of the City Council on the 26th day of March, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

EXHIBIT F

APN: 026-192-025

RECORDING REQUESTED BY:

Hartnell Community College District
411 Central Avenue
Salinas, California 93901

**When Recorded Mail Document
and Tax Statement To:**

Hartnell Community College District
411 Central Avenue
Salinas, California 93901

**No Recording Fee Gov. Code Sec. 27383
No Documentary Transfer Tax Revenue & Taxation
Code Sec. 11922**

APN: 026-192-025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00

City Transfer Tax is \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of King

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of King, a Municipal Corporation

hereby GRANT(S) to Hartnell Community College District, a community college district duly organized and validly existing under the laws of the State of California

the real property described on Exhibit "A" attached hereto situated in the **County of Monterey, State of California.**

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 _____)

On _____ before me,
_____, Notary Public
(here insert name and title of the officer), personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____ (Seal)

Grantor(s): County of Monterey, a political
Subdivision of the State of California

Dated: _____

EXHIBIT "A"

Being all of parcel 4 as shown on that Parcel Map recorded in Volume 21 of Parcel Maps, at Page 9, Records of Monterey County, California.

TOGETHER WITH a portion of Parcel 3 as shown on that Parcel Map recorded in Volume 21 of Parcel Maps, at Page 9. Records of Monterey County, California, being more particularly described as follows:

BEGINNING at the most easterly corner of said Parcel 3; thence along the southeasterly boundary of said Parcel South $56^{\circ}10'00''$ West 141.25 feet to the most southerly corner thereof, thence along the southwesterly boundary of said Parcel North $33^{\circ}50'00''$. West 6.00 feet: thence leaving said southwesterly boundary North $56^{\circ}10'00''$ East 141.25 feet to the northeasterly boundary of said Parcel; thence along said northeasterly boundary South $33^{\circ}50'00''$ East 6.00 feet to the POINT OF BEGINNING.

Containing 12,712 square feet of land (total), more or less.

APN: 026-192-025

RECORDING REQUESTED BY:
Hartnell Community College District
411 Central Avenue
Salinas, California 93901

**When Recorded Mail Document
and Tax Statement To:**
Hartnell Community College District
411 Central Avenue
Salinas, California 93901

**No Recording Fee Gov. Code Sec. 27383
No Documentary Transfer Tax Revenue & Taxation
Code Sec. 11922**

APN: 026-192-025

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0.00

City Transfer Tax is \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of King

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The City of King, a Municipal Corporation

hereby GRANT(S) to Hartnell Community College District, a community college district duly organized and validly existing under the laws of the State of California

the real property described on Exhibit "A" attached hereto situated in the **County of Monterey, State of California.**

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 _____)

On _____ before me, _____, Notary Public (here insert name and title of the officer), personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____ (Seal)

Grantor(s): County of Monterey, a political Subdivision of the State of California

Dated: _____

EXHIBIT "A"

Being all of parcel 4 as shown on that Parcel Map recorded in Volume 21 of Parcel Maps, at Page 9, Records of Monterey County, California.

TOGETHER WITH a portion of Parcel 3 as shown on that Parcel Map recorded in Volume 21 of Parcel Maps, at Page 9. Records of Monterey County, California, being more particularly described as follows:

BEGINNING at the most easterly corner of said Parcel 3; thence along the southeasterly boundary of said Parcel South $56^{\circ}10'00''$ West 141.25 feet to the most southerly corner thereof, thence along the southwesterly boundary of said Parcel North $33^{\circ}50'00''$. West 6.00 feet: thence leaving said southwesterly boundary North $56^{\circ}10'00''$ East 141.25 feet to the northeasterly boundary of said Parcel; thence along said northeasterly boundary South $33^{\circ}50'00''$ East 6.00 feet to the POINT OF BEGINNING.

Containing 12,712 square feet of land (total), more or less.

EXHIBIT G



Stephen L. Vagnini
Monterey County Assessor

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree
(Make necessary corrections to the printed name and mailing address)

ASSESSOR'S PARCEL NUMBER

026-192-025

SELLER/TRANSFEROR

City of King

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

King City, County of Monterey, State of California

MAIL PROPERTY TAX INFORMATION TO (NAME)

Hartnell Community College District

ADDRESS

411 Central Ave

CITY

Salinas

STATE

CA

ZIP CODE

93901

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO

DAY

YEAR

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- *O. This transfer is to the first purchaser of a new building containing an active solar energy system.

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 Original term in years (including written options): _____ Remaining term in years (including written options): _____
 Other: Please explain: This transaction is rerecording a grant deed.
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 FHA (____Discount Points) Cal-Vet VA (____Discount Points) Fixed rate Variable rate
 Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
 Direct from seller From a family member-Relationship _____
 Other: Please explain: This transaction is rerecording a grant deed.
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 Single-family residence Co-op/Own-your-own Manufactured home
 Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
 If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
 If YES, enter the value attributed to the manufactured home: \$ _____
 YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
 If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
 Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE (____) _____
NAME OF BUYER/TRANSFeree/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C,D,E, F: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

G: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

I: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.

N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).

O: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.



PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

“**Mortgage insurance**” is insurance protecting a lender against loss from a mortgagor’s default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

“**Closing costs**” are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer’s fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A “**balloon payment**” is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An “**improvement bond or other public financing**” is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker’s name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the “Direct from seller” box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the “From a family member” box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the “OTHER” box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners’ dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in “fair” or “poor” condition, include a brief description of repair needed.





Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF WASTEWATER RATE INCREASE
PUBLIC HEARING NOTICE AUTHORIZATION**

RECOMMENDATION:

It is recommended City Council authorize the City Manager to distribute a Public Hearing Notice to be held on Tuesday, May 28, 2019 for a proposed wastewater rate increase.

BACKGROUND:

City staff are working on plans to address major deficiencies in its wastewater system. Last year, the Collection System Master Plan and the Wastewater Treatment Facilities Plans were completed and approved by the City Council. The Wastewater Treatment Plant will need to be upgraded in order to meet current State Water Board regulations and to meet future capacity needs. In addition, many of the sewer pipes making up the sanitary sewer collection system are outdated, deteriorating and undersized, necessitating replacement of significant pipe segments. If appropriate upgrades and replacements are not taken, the City may be subject to fines and/or urgent and untimely replacement projects.

On September 12, 2018, the City Council approved a consultant services agreement to Bartle Wells Associates to conduct a wastewater rate study. The purpose of the rate study was to evaluate the City's operational budget, Wastewater Treatment Facilities Plan and the Collection System Master Plan to determine the City's future revenue needs.

On Thursday, February 7, 2019 a public workshop and presentation of the Draft Wastewater Rate Study was held. Twenty residents attended the workshop and they actively participated and provided thoughtful comments and questions.

**CITY COUNCIL
CONSIDERATION OF WASTEWATER RATE INCREASE PUBLIC HEARING
NOTICE AUTHORIZATION
MARCH 26, 2019
PAGE 2 OF 4**

On Tuesday, March 12, 2019, the Draft Wastewater Rate Study was presented to the City Council by staff from Carollo Engineers and Bartle Wells Associates. The study provided recommendations for gradual and annual rate increases over the next five-years that, along with grant funding should provide enough revenue for the proposed construction and operation of a new wastewater treatment plant and annual upgrades to the sewer collection system. The City Council unanimously directed staff to return with a report for consideration for the scheduling of a Public Hearing Notice regarding increase to the sewer rates in accordance with the findings from the draft Wastewater Rate Study.

DISCUSSION:

The City provides sanitary sewer service to a population of approximately 12,900 people within the City's incorporated boundaries. Sanitary sewer services provided by the City includes a collection system of gravity sewer pipelines, force mains, sewer lift stations and the King City Wastewater Treatment Plant. The City collects wastewater from residential, commercial, institutional and industrial customers within the City's service area. Additionally, the City pays for staffing, contract services, utilities, equipment, materials and all other related costs to operate and maintain the sanitary sewer system. Fees and charges to customers cover the cost to maintain and operate the sanitary sewer systems.

The current sewer rates and charges are detailed in the draft study and were established by Resolution No 09-4302 on September 8, 2009. This Resolution establish four rate adjustments from September 1, 2009 through September 1, 2012. Additionally, the City Council adopted the Wastewater Treatment Facilities Plan and the Collection System Master Plan in September of 2017. These two documents outline future improvements including a significant capital improvement project to construct a new secondary treatment facility that will meet the water quality mandates of the Central Coast Regional Water Quality Control Board. The projected costs to the City for Phase I of the Master Plan include approximately \$43.7 million for construction and an annual increase of \$460,000 for maintenance and operations expenses. The Wastewater Collection System Master Plan recommends replacing deficient pipes on an ongoing annual basis for the next 20 years, which will result in an estimated \$250,000 annually with a cost escalating factor included over the life of the projection.

A portion of this cost for the above-mentioned projects will be assumed to be funded from grants. However, other revenue will be necessary. The additional revenue is proposed to be generated in the form of gradual and annual rate increases for current and future sanitary sewer customers. A Public Hearing for the proposed rate increases must be conducted in compliance with Proposition

**CITY COUNCIL
 CONSIDERATION OF WASTEWATER RATE INCREASE PUBLIC HEARING
 NOTICE AUTHORIZATION
 MARCH 26, 2019
 PAGE 3 OF 4**

218, a constitutional amendment passed in 1996 called the "Right to Vote on Taxes Act." A draft Notice for the Public Hearing for wastewater rate Increases as is attached. By law, the notice must include the following: 1) Proposed amount of the rate increase; 2) The basis for determining the proposed increase; 3) Reasons for the proposed rate increase; and 4) The date, time and location of the Public Hearing. The Public Hearing is scheduled for Tuesday, May 28, 2019 at 6:00pm in the City of Council Chambers.

In compliance with Proposition 218, the Public Hearing will allow rate payers who oppose the rate increase to submit a "protest vote." If less than 50% of the rate payers submit protest ballots, then the proposed sewer rate increases will take effect on July 1, 2019.

COST ANALYSIS:

The Draft Wastewater Rate Study proposes gradual rate increases to all customer classifications that would, if approved, be evenly distributed over a five-year period. The proposed rate increases are outlined in the Draft Study and in the table below:

Table 13 – Proposed Sewer Rates

Customer Class	Current Rates 2018/19	Projected Sewer Rates (Assumes Equal Annual % Phase-in)					
		2019/20	2020/21	2021/22	2022/23	2023/24	2024/25
RESIDENTIAL							
<i>Monthly charge per dwelling unit</i>							
Single Family	\$51.35	\$55.71	\$60.44	\$65.57	\$71.14	\$77.18	\$83.73
Multi-Family	51.35	53.74	56.24	58.85	61.59	64.45	67.45
NON-RESIDENTIAL							
<i>Volumetric charges per hcf of water use</i>							
Low Strength	3.18	3.53	3.92	4.35	4.83	5.36	5.96
Standard Strength	3.35	3.74	4.17	4.65	5.19	5.79	6.47
Moderate Strength	3.69	4.15	4.66	5.24	5.89	6.62	7.44
High Strength	4.55	5.16	5.85	6.64	7.53	8.54	9.70
<i>Minimum Non-Residential Monthly Charge</i>		26.87	28.12	29.43	30.80	32.23	33.72
SCHOOLS							
<i>Annual charge per student per year</i>							
Grades K-8	6.24	6.64	7.06	7.51	7.99	8.50	9.03
High-School	13.18	13.89	14.64	15.43	16.26	17.14	18.07

The rate increases are projected to generate approximately \$5.5 million over the next 6 years.

**CITY COUNCIL
CONSIDERATION OF WASTEWATER RATE INCREASE PUBLIC HEARING
NOTICE AUTHORIZATION
MARCH 26, 2019
PAGE 4 OF 4**

ENVIRONMENTAL REVIEW:

The proposed wastewater rate increases are a funding mechanism, and as such, are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA).

ALTERNATIVES:

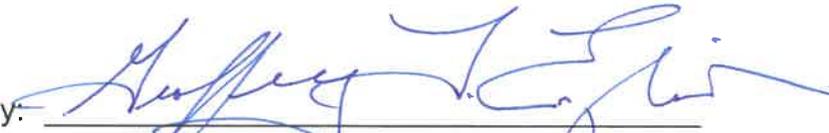
The following alternatives are provided for the Council's consideration:

- (1) Authorize staff to schedule a Proposition 218 Public Hearing for Wastewater Rate Increases;
- (2) Do not authorize staff to schedule a Proposition 218 Public Hearing for Wastewater Rate increases and direct staff to modify the proposed wastewater rates and return with modified recommendations; or
- (3) Provide other direction to staff.

EXHIBITS:

1. Draft Public Hearing Notice

Submitted by:



Geoff English, Public Works Special Project Coordinator

Approved by:



Steven Adams, City Manager



Notice of a Public Hearing on Proposed Sewer Rate Increases

This notice is being sent to inform you that King City will hold a Public Hearing to consider adoption of increases to its sewer rates. The proposed rate increases are phased in over the next six years and are needed to help fund construction of a new wastewater treatment plant required to meet state regulatory requirements, provide funding for rehabilitation of the City's aging sewer collection system, and keep rates aligned with the cost of providing service. The City will hold a Public Hearing on the proposed sewer rate increases as follows:

Date: May 28, 2019
Time: 6:00 P.M.
Place: King City - City Hall
 212 S. Vanderhurst Avenue
 King City, California 93930

King City's sewer utility is a financially self-supporting enterprise that relies primarily on revenues generated from sewer rates to fund the costs of providing service. The City last increased its sewer rates effective September 2012, almost seven years ago. The City's current sewer rates are in the middle range compared to other regional wastewater agencies.

WHY ARE SEWER RATE INCREASES NEEDED?

The proposed rate increases are primarily needed to fund construction of a new wastewater treatment plant, but are also needed to provide funding for replacement of aging sewer collection system pipelines and support ongoing operating and maintenance expenses needed to support safe and reliable service. The proposed rate increases are needed to:

- **Fund a New Wastewater Treatment Plant to Meet Regulatory Requirements** – The City's current wastewater treatment facilities were constructed almost 50 years ago and are reaching the end of their useful life, approaching capacity limitations, and incapable of meeting new regulatory and permit requirements. Failure to comply with the new regulatory requirements could result in substantial fines. The City has been proactively planning to build a new wastewater treatment plant on the same site as the existing treatment ponds. The new treatment plant is projected to cost \$43.7 million based on updated engineering cost estimates. *The City has been working with its engineering consultants to try and minimize the project cost and is aggressively seeking grants and subsidized, low-interest-rate loans to help minimize the funding requirements from sewer rates.*
- **Repair & Replace Aging Sewer System Pipelines** – Some of the City's sewer pipelines are now 70 to 100 years old and will need to be replaced and upsized in upcoming years. Many pipelines are inadequately sized for current capacity needs, resulting in periodic backups and overflows and resulting in the potential for water pollution and significant fines from the State Water Resources Control Board. To address existing deficiencies, the City plans to fund a long-term program to rehabilitate and replace aging sewer pipelines.
- **Fund Operating & Maintenance Expenses** – Small annual sewer rate adjustments are needed to keep revenues in line with operating expenses. Rate increases are also needed to fund additional operating costs of the new wastewater treatment plant and provide ongoing funding for sewer pipeline cleaning.

PROPOSED SEWER RATES

King City is proposing to phase in a series of gradual sewer rate increases over the next six year as shown on the table below. The proposed rate increases are designed to phase in funding to meet the City’s future wastewater system funding needs and fairly and equitably recover the costs of providing sewer service to all customers. The proposed rates include some modifications to the sewer rate structure designed to improve equity and realign rates with the costs of service.

Residential customers have historically paid fixed monthly sewer service charges that apply to all residential dwelling units. Under the proposed charges, multi-family residential dwelling units would pay lower rates than single family homes. The proposed rate increases equate to annual rate increases of approximately 8.5% for single family homes and approximately 4.6% for multi-family dwelling units.

Non-residential customers are billed volumetric charges based on customer class and metered water consumption. Non-residential rates are applied per hundred cubic feet of water consumption, subject to a minimum annual charge. Non-residential rates vary by customer class with higher rates charged to customers with higher strength wastewater.

Most customers are billed for the City’s sewer service charges monthly via a combined water and sewer utility bill sent by Cal Water, the local water company. The City partners with Cal Water for billing to help reduce costs.

PROPOSED SEWER RATES							
Customer Class	Current Sewer Rates	Proposed Sewer Rates Effective On or After					
		July 1 2019	July 1 2020	July 1 2021	July 1 2022	July 1 2023	July 1 2024
RESIDENTIAL							
<i>Monthly charge per residential dwelling unit</i>							
Single Family	\$51.35	\$55.71	\$60.44	\$65.57	\$71.14	\$77.18	\$83.73
Multi-Family	51.35	53.74	56.24	58.85	61.59	64.45	67.45
NON-RESIDENTIAL							
<i>Volumetric charges per hundred cubic feet of water use subject to a minimum monthly charge</i>							
Low Strength	\$3.18	\$3.53	\$3.92	\$4.35	\$4.83	\$5.36	\$5.96
Standard Strength	3.35	3.74	4.17	4.65	5.19	5.79	6.47
Moderate Strength	3.69	4.15	4.66	5.24	5.89	6.62	7.44
High Strength	4.55	5.16	5.85	6.64	7.53	8.54	9.70
<i>Minimum Monthly Charge</i>		<i>26.87</i>	<i>28.12</i>	<i>29.43</i>	<i>30.80</i>	<i>32.23</i>	<i>33.72</i>
SCHOOLS							
<i>Annual charge per student per year</i>							
Grades K-8	\$6.24	\$6.64	\$7.06	\$7.51	\$7.99	\$8.50	\$9.03
High-School	13.18	13.89	14.64	15.43	16.26	17.14	18.07

- Notes: Low Strength customers include laundromats and car washes.
 Standard Strength customers include accounts currently classified as general commercial customers.
 Moderate Strength customers include trucking operations.
 High Strength customers include restaurants.
 The City reserves the authority to assign accounts to customer classes based on wastewater strength.
 One hundred cubic feet (hcf) equals approximately 748 gallons.

COMMUNITY INPUT NOTICE, PUBLIC HEARING, AND OPPORTUNITY TO PROTEST

Proposition 218 prohibits the City from implementing an increase in the rates if a majority of the affected property owners or tenants file written protests opposing the rates before the end of the public hearing. The sewer rate increase procedure will comply with Proposition 218, and the rate increases are not effective until the City: a) holds a public hearing on the rate change; b) tabulates written protests; c) confirms that no majority protest exists; and d) adopts the proposed five-year rate structures for the sewer rates.

MAJORITY PROTEST PROCEDURES

Under Section 6 of Article XIII D of the California Constitution, any of the following persons may submit a written protest against the Proposed Rate Increase to the City Clerk, before the close of the public hearing referenced above:

- Any owner of property (parcel(s)) receiving sewer services within the City's limits. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s), then the protest must contain or be accompanied by written evidence the person signing the protest is the owner of the parcel(s) receiving solid waste services; and/or
- A tenant-customer(s) whose name appears on the City's records as the customer of record for the corresponding parcel receiving sewer service within the City's limits.

A valid protest must be (i) written, (ii) have a clear statement of protest of the increase in the sewer rates, (iii) identify the legal interest of the person protesting, and (iv) identify the address or assessor parcel number of the property. (A protest form is attached, below.) In order to be valid, a protest must bear the original signature of the party with an interest in the property identified on the protest. Protests not bearing the original signature shall not be counted. Protests shall be submitted to the City Clerk, either by delivery (mail or personal) to City Hall or by submitting the protest at the public hearing before the close of public testimony. Written protests will not be accepted by e-mail or by facsimile. No postmarks will be accepted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed fees. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from when they are received.

Written protests regarding the sewer rate increase may be mailed to:

**The City of King, City Hall
212 S. Vanderhurst Avenue
King City, CA 93930**

Any mailed protest must be received by the City Clerk, before 6:00 p.m. on May 28, 2019.

Written protests may also be personally delivered to the City Clerk at 212 S. Vanderhurst Avenue, King City, CA 93930 on May 28, 2019, before the public testimony portion of the public hearing is closed.

If valid written protests are presented by a majority of owners and/or tenants-customers of parcels receiving water, wastewater services, or solid waste service within the City's limits, then the City will not adjust/increase the water, wastewater and solid waste rates as to those items with a majority protest. Only one protest per parcel will be counted in determining whether or not a majority protest exists. Protests will be accepted and tabulated in accordance with state law.

If written protests are received from less than a majority of affected parcels, the City may consider adoption of sewer rates at or below the levels proposed in this notice. *King City remains committed to operating as efficiently as possible and will only increase sewer rates as needed to fund the new wastewater treatment plant, meet its regulatory and permit requirements, and provide safe and reliable sewer service.*

For more information, please visit the City's website at www.kingcity.com or contact Geoff English, Public Works Special Project Coordinator at genglish@kingcity.com.



Item No. 9 (F)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROY C. SANTOS, CITY ATTORNEY

RE: CONSIDERATION OF A RESOLUTION ESTABLISHING CITY POLICIES AND PROCEDURES GOVERNING SMALL WIRELESS FACILITIES ("SWF'S")

RECOMMENDATION:

It is recommended the City Council adopt a resolution establishing City policies and procedure governing small wireless facilities ("SWF's") within the City of King.

BACKGROUND:

In prior decades, wireless antennas and equipment were primarily installed on large towers or "macro-cells". These deployments are subject to conditional use permit approval under the Zoning Code and are currently prohibited in residential zones.

In recent years, carriers increasingly seek to place wireless facilities in the City's public right of way ("PROW") on utility poles, streetlights and new poles. The demand for such wireless installations, particularly small wireless facilities (or "SWFs"), is expected to grow exponentially over the next several years given the expansion of home streaming video, social media, drones, self-driving cars and the Internet of Things (IoT) serving homes and businesses. To accommodate this expansion, the telecommunications industry is starting to look for small cell 5G (fifth generation) technology. 5G technology is distinguished from the present 4G service by use of low power transmitters with coverage radius of approximately 400 feet. 5G thus requires close spacing of antennas and more of them. PROW street light poles and other poles are, therefore, suited for 5G SWFs.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION ESTABLISHING CITY POLICIES AND
PROCEDURES GOVERNING SMALL WIRELESS FACILITIES (“SWF’S”)
MARCH 26, 2019
PAGE 2 OF 4**

The City’s existing Municipal Code contains outdated standards for dealing with SWFs. This is particularly true in light of significant changes in law implemented by the Federal Communications Commission (“FCC”). On September 27, 2018, the FCC released a Declaratory Ruling and Third Report and Order (the “FCC Order”) significantly limiting state and local management of SWFs in the PROW (and, in a limited way, SWFs on private property). In short, the FCC Order does the following:

- Defines SWFs as up to 50 feet in height, including antennas, or mounted on structures no more than 10% taller than other adjacent structures; or that do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; each antenna is no more than 3 cubic feet in volume, and the total associated wireless equipment on one structure is no more than 28 cubic feet in volume.
- Caps all fees that local governments can charge to the actual and reasonable cost of providing service. This limitation applies to fees for SWFs located on private property as well.
- Imposes shot clocks of 60 days for SWFs added to existing structures (regardless of whether the structure already supports a wireless service) and 90 days for SWFs proposing a new structure. The shortened shot clocks also apply to applications for SWFs on private property.
- Preempts all aesthetic requirements for SWFs in the PROW unless they are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance (Effective April 14, 2019).

Staff drafted an ordinance to provide the regulatory framework and standards for permitting the installation of SWFs within the City’s PROW. The proposed ordinance and corresponding design standards have been revised in response to the FCC Order. The proposed ordinance also addresses “eligible facilities requests”—a category of “by-right” installations that were established by the FCC several years ago, but never acknowledged in the City’s current version of its Municipal Code. The ordinance was presented to and introduced by the City Council at the February 26th meeting and adopted at the March 12th meeting.

This report introduces a resolution to establish policies and procedures governing SWFs within the City’s PROW. The proposed resolution has been prepared in response to the FCC Order.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION ESTABLISHING CITY POLICIES AND
PROCEDURES GOVERNING SMALL WIRELESS FACILITIES ("SWF'S")
MARCH 26, 2019
PAGE 3 OF 4**

DISCUSSION:

The Federal Telecommunications Act is intended to ensure that the public has sufficient access to telecommunication services. Based on this Federal law, a local government shall not prohibit or have the effect of prohibiting the provision of personal wireless services. Further, no State or local government may dictate, or even consider, wireless entitlements based on "the environmental (health) effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." A zoning authority's mere consideration of health effects, including potential effects on property values due to potential radio frequency emissions, may not serve as "substantial evidence" for purposes of denying a wireless facility. The City's role in the siting and design of WCFs is generally limited to aesthetics.

This resolution and the policies and procedures it establishes are not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unfair, unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to preempt any applicable federal or California law.

The Resolution establishes general definitions; required permits and approvals; application requirements; application submittals and completeness reviews; approvals and denial procedures; notice requirements; standards for conditions of approval; location requirements; and design standards.

COST ANALYSIS:

No fiscal impacts are associated with the resolution; however, installation of wireless facilities would be subject to fees and yield potential lease revenue. Staff will bring to City Council a proposed Master License Agreement for use of City infrastructure in the PROW and a fee resolution for any fees associated with these applications at a later date.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTOIN ESTABLISHING CITY POLICIES AND
PROCEDURES GOVERNING SMALL WIRELESS FACILITIE ("SWF'S")
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ENVIRONMENTAL REVIEW:

The resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. Most of the terms and scope of city discretion are guided by existing State and Federal law. The resolution creates an administrative process to process requests for SWF's and the City's discretion with these applications is limited. The resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Alternatively, the resolution is exempt from CEQA because the City Council's adoption of the resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)). Installations, if any, would further be exempt from CEQA review in accordance with either State CEQA Guidelines Section 15302 (replacement or reconstruction), State CEQA Guidelines Section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines Section 15304 (minor alterations to land), as these facilities are allowed under Federal and State law.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve staff's recommendations;
3. Do not approve policies and procedures; or
4. Provide other direction to staff.

Submitted by: 

Roy C. Santos, City Attorney

Approved by: 

Steven Adams, City Manager

RESOLUTION NO. 2019-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING,
CALIFORNIA, ADOPTING COUNCIL POLICIES AND PROCEDURES
GOVERNING SMALL WIRELESS FACILITIES**

A. The City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

B. Significant changes in Federal and State law that affect local authority over wireless communications facilities (“WCFs”) have occurred, including but not limited to the following:

- i. On November 18, 2009, the Federal Communications Commission (“FCC”) adopted a declaratory ruling (the “2009 Shot Clock”), which established presumptively reasonable timeframes for State and local governments to act on applications for WCFs.
- ii. On February 22, 2012, Congress adopted Section 6409(a) of the Middle Class Tax Relief and Job Creation Act (“Section 6409(a)”), which mandated that State and local governments approve certain modifications and collocations to existing WCFs, known as eligible facilities requests.
- iii. On October 17, 2014, the FCC adopted a report and order that, among other things, implemented new limitations on how State and local governments review applications covered by Section 6409(a), established an automatic approval for such applications when the local reviewing authority fails to act within 60 days, and also further restricted generally applicable procedural rules under the 2009 Shot Clock.
- iv. On October 9, 2015, California adopted Assembly Bill No. 57 (Quirk), which deemed approved any WCF applications when the local reviewing authority fails to act within the 2009 Shot Clock timeframes.
- v. On August 2, 2018, the FCC adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a).
- vi. On September 26, 2018, the FCC adopted a declaratory ruling and report and order that, among other things, creates a new regulatory classification for small wireless facilities (“SWFs”), requires State and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition.

C. In addition to the changes described above, new Federal laws and regulations that drastically alter local authority over WCFs are currently pending, including without limitation, the following:

- i. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment.
- ii. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the "STREAMLINE Small Cell Deployment Act" (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the 2009 Shot Clock timeframes, require all proceedings to occur within the 2009 Shot Clock timeframes, and provide a "deemed granted" remedy for failure to act within the applicable 2009 Shot Clock.

D. Given the rapid and significant changes in Federal and State law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with Federal and State law, the City Council desires to amend Chapter 7.38 of the King City Municipal Code, entitled "Chapter 7.38 - WIRELESS TELECOMMUNICATIONS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" (the "Ordinance") to allow greater flexibility and responsiveness to the new Federal and State laws while still preserving the City's traditional authority to the maximum extent practicable.

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

SECTION 1. The facts set forth in the recitals in this Resolution are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony, if any, and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Resolution.

SECTION 2. The Resolution is consistent with the City's General Plan, King City Municipal Code, and applicable Federal and State law.

SECTION 3. The Resolution will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The Resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Resolution does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Resolution is further exempt from CEQA because the City Council's adoption of the Resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)). Installations, if any, would be exempt from CEQA review in accordance with either State CEQA Guidelines Section 15302 (replacement or reconstruction), State CEQA

Guidelines Section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines Section 15304 (minor alterations to land).

SECTION 5. The Resolution establishing Council policies and procedures governing small wireless facilities is hereby adopted in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 6. If the provisions in this Resolution conflict in whole or in part with any other City regulation adopted prior to the effective date of this Resolution, the provisions in this Resolution will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. This Resolution shall take effect immediately after its adoption.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of King at a regular meeting thereof held on the 26th day of March, 2019, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____
ROY C. SANTOS, City Attorney
Aleshire & Wynder, LLP

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

EXHIBIT A

COUNCIL POLICY GOVERNING SWF's

SMALL WIRELESS FACILITIES PER 47 CFR 1.6002(1)

“SWF REGULATIONS”

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City Council Policy Governing SWF's

SECTION 1. GENERAL PROVISIONS

SECTION 1.1 PURPOSE AND INTENT

This Policy is not intended to, nor shall it be interpreted or applied to: (1) prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services; (2) prohibit or effectively prohibit any entity's ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules, regulations or other legal requirements for rights-of-way management; (3) unreasonably discriminate among providers of functionally equivalent services; (4) deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such wireless facilities comply with the FCC's regulations concerning such emissions; (5) prohibit any collocation or modification that the City may not deny under federal or California state law; (6) impose any unfair, unreasonable, discriminatory or anticompetitive fees that exceed the reasonable cost to provide the services for which the fee is charged; or (7) otherwise authorize the City to preempt any applicable federal or California law.

SECTION 1.2 GENERAL DEFINITIONS

- (a) **Undefined Terms.** Undefined phrases, terms or words in this Policy will have the meanings assigned to them in Chapter 7.38 of the King City Municipal Code, as may be amended or superseded, and, if not defined therein, will have their ordinary meanings. If any definition assigned to any phrase, term or word in this Policy conflicts with any federal or state-mandated definition, the federal or state-mandated definition will control.
- (b) **Defined Terms.**
- (1) **“approval authority”** means the City official responsible for reviewing applications for small cell permits and vested with the authority to approve, conditionally approve or deny such applications as provided in this Policy. The approval authority for applications in connection with small wireless facilities within the public rights-of-way shall be the City Engineer.
 - (2) **“arterial road”** means a road designed primarily for long-distance travel with a typical curb-to-curb width of 106 feet to 80 feet, high traffic capacity and low accessibility from neighboring roads. The term “arterial road” as used in this Policy includes freeways, prime arterials, urban major and major roadways as defined in the City of King General Plan, Circulation Element.
 - (3) **“collector road”** means a road designed primarily as a connection between local roads and arterials, with a typical curb-to-curb width of 64 feet to 40 feet, moderate to low traffic capacity and high accessibility from local roads. The term “collector road” as used in this Policy includes 4-lane collectors, 2-lane collectors and 2-lane light collectors as defined in the City of King General Plan, Circulation Element.

City Council Policy Governing SWF's

- (4) **“concealed”** or **“concealment”** means camouflaging techniques that integrate the transmission equipment into the surrounding natural and/or built environment such that the average, untrained observer cannot directly view the equipment but would likely recognize the existence of the wireless facility or concealment technique. Camouflaging concealment techniques include, but are not limited to: (1) facade or rooftop mounted pop-out screen boxes; (2) antennas mounted within a radome above a streetlight; (3) equipment cabinets in the public rights-of-way painted or wrapped to match the background; and (4) an isolated or standalone faux-tree.
- (5) **“decorative pole”** means any pole that includes decorative or ornamental features, design elements and/or materials intended to enhance the appearance of the pole or the public rights-of-way in which the pole is located.
- (6) **“FCC Shot Clock”** means the presumptively reasonable time frame within which the City generally must act on a given wireless application, as defined by the FCC and as may be amended from time to time.
- (7) **“ministerial permit”** means any City-issued non-discretionary permit required to commence or complete any construction or other activity subject to the City's jurisdiction. Ministerial permits may include, without limitation, a building permit, construction permit, electrical permit, encroachment permit, excavation permit and/or traffic control permit.
- (8) **“personal wireless services”** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as commercial mobile services, unlicensed wireless services and common carrier wireless exchange access services.
- (9) **“personal wireless service facilities”** means the same as defined in 47 U.S.C. § 332(c)(7)(C)(i), as may be amended or superseded, which defines the term as facilities that provide personal wireless services.
- (10) **“RF”** means radio frequency or electromagnetic waves generally between 30 kHz and 300 GHz in the electromagnetic spectrum range.
- (11) **“Section 6409”** means Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156, codified as 47 U.S.C. § 1455(a), as may be amended.
- (12) **“Small cell”** bears the same meaning as “small wireless facility” or “SWF” as used in Chapter 7.38 of the Municipal Code.

City Council Policy Governing SWF's

SECTION 2. SMALL WIRELESS FACILITIES

SECTION 2.1 APPLICABILITY; REQUIRED PERMITS AND APPROVALS

- (a) **Applicable Wireless Facilities.** Except as expressly provided otherwise in this Policy, the provisions in this Policy shall be applicable to all existing small wireless facilities (SWFs) and all applications and requests for authorization to construct, install, attach, operate, collocate, modify, reconstruct, relocate or otherwise deploy small wireless facilities within the City's jurisdictional and territorial boundaries within the public rights-of-way (PROW).

SECTION 2.2 SMALL CELL PERMIT APPLICATION REQUIREMENTS; PRE-APPLICATION PUBLIC NOTICING REQUIREMENTS

- (a) **Small Cell Permit Application Contents.** All applications for a SWF WTFP must include all the information and materials required in this subsection (a), unless exempted by the approval authority.
- (1) **Application Form.** The applicant shall submit a complete, duly executed SWF WTFP application on the then-current form prepared pursuant to Chapter 7.38 of the King City Municipal Code.
 - (2) **Application Fee.** The applicant shall submit the applicable SWF WTFP application fee established by City Council resolution. Batched applications must include the applicable application fee for each SWF in the batch.
 - (3) **Construction Drawings.** The applicant shall submit true and correct construction drawings, prepared, signed and stamped by a California licensed or registered engineer, that depict all the existing and proposed improvements, equipment and conditions related to the proposed project, which includes without limitation any and all poles, posts, pedestals, traffic signals, towers, streets, sidewalks, pedestrian ramps, driveways, curbs, gutters, drains, handholes, manholes, fire hydrants, equipment cabinets, antennas, cables, trees and other landscape features. The construction drawings must: (i) contain cut sheets that contain the technical specifications for all existing and proposed antennas and accessory equipment, which includes without limitation the manufacturer, model number and physical dimensions; (ii) identify all structures within 250 feet from the proposed project site and call out such structures' overall height above ground level; (iii) depict the applicant's plan for electric and data backhaul utilities, which shall include the locations for all conduits, cables, wires, handholes, junctions, transformers, meters, disconnect switches, and points of connection; and (iv) demonstrate that proposed project will be in full compliance with all applicable health and safety laws, regulations or other rules, which includes without limitation all building codes, electric codes, local street standards and specifications, and public utility regulations and orders.
 - (4) **Site Survey.** For any SWF proposed to be located within the PROW, the applicant shall submit a survey prepared, signed and stamped by a California

City Council Policy Governing SWF's

licensed or registered engineer. The survey must identify and depict all existing boundaries, encroachments and other structures within 250 feet from the proposed project site, which includes without limitation all: (i) traffic lanes; (ii) all private properties and property lines; (iii) above and below-grade utilities and related structures and encroachments; (iv) fire hydrants, roadside call boxes and other public safety infrastructure; (v) streetlights, decorative poles, traffic signals and permanent signage; (vi) sidewalks, driveways, parkways, curbs, gutters and storm drains; (vii) benches, trash cans, mailboxes, kiosks and other street furniture; and (viii) existing trees, planters and other landscaping features.

- (5) **Photo Simulations.** The applicant shall submit site photographs and photo simulations that show the existing location and proposed SWF in context from at least three vantage points within the public streets or other publicly accessible spaces, together with a vicinity map that shows the proposed site location and the photo location for each vantage point.
- (6) **Project Narrative and Justification.** The applicant shall submit a written statement that explains in plain factual detail whether and why the proposed wireless facility qualifies as a SWF as defined by the FCC in 47 C.F.R. 1.6002(l). A complete written narrative analysis will state the applicable standard and all the facts that allow the City to conclude the standard has been met—bare conclusions not factually supported do not constitute a complete written analysis. As part of the written statement the applicant must also include (i) whether and why the proposed support is a structure as defined by the FCC in 47 C.F.R. § 1.6002(m); and (ii) whether and why the proposed wireless facility meets each required finding for a SWF permit as provided in Section 2.4.
- (7) **RF Compliance Report.** The applicant shall submit an RF exposure compliance report that certifies that the proposed SWF, as well as any collocated wireless facilities, will comply with applicable federal RF exposure standards and exposure limits. The RF report must be prepared and certified by an RF engineer acceptable to the City. The RF report must include the actual frequency and power levels (in watts ERP) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.
- (8) **Public Notice.** *Prior to a SWF application being deemed complete, applicants shall submit proof of mailing of public notice to all owners and occupants of real property, and the resident manager for any multi-family dwelling unit that includes ten (10) or more units, within 300 feet of the proposed SWF.* The notice must contain: (1) a general project description and dimensioned, full color photo simulations; (2) the applicant's identification and contact information as provided on the application submitted to the City; (3) contact information for the approval

City Council Policy Governing SWF's

authority; (4) a statement that the approval authority will act on the application without a public hearing but will accept written public comments that evaluate the application for compliance with the standards in this Policy; (5) a statement that the FCC requires the City to act on small cell permit applications, which includes any administrative appeals, in 60 days for attachments to existing structures and 90 days for new structures, unless the applicant voluntarily agrees to toll the timeframe for review; and (6) a deadline for submission of written public comments to the approval authority, which deadline shall not be less than thirty (30) days after mailing of said notice.

- (9) **Regulatory Authorization.** The applicant shall submit evidence of the applicant's regulatory status under federal and California law to provide the services and construct the SWF proposed in the application.
- (10) **Site Agreement.** For any SWF proposed to be installed on any structure owned or controlled by the City and located within the public rights-of-way, the applicant must enter into a site agreement prepared on a form prepared by the City and approved by the City Attorney that states the terms and conditions for such non-exclusive use by the applicant. No changes shall be permitted to the City's form site agreement except as may be indicated on the form itself. Any unpermitted changes to the City's form site agreement shall be deemed a basis to deem the application incomplete.
- (11) **Acoustic Analysis.** The applicant shall submit an acoustic analysis prepared and certified by an engineer for the proposed SWF and all associated equipment including all environmental control units, sump pumps, temporary backup power generators and permanent backup power generators demonstrating compliance with the City's noise regulations. The acoustic analysis must also include an analysis of the manufacturers' specifications for all noise-emitting equipment and a depiction of the proposed equipment relative to all adjacent property lines. In lieu of an acoustic analysis, the applicant may submit evidence from the equipment manufacturer that the ambient noise emitted from all the proposed equipment will not, both individually and cumulatively, exceed the applicable limits.
- (12) **Wind Load Analysis.** The applicant shall submit a wind load analysis with an evaluation of high wind load capacity and shall include the impact of modification of an existing facility.
- (13) Reserved
- (14) **Environmental Data.** A completed environmental assessment application, or in the alternative any and all documentation identifying the proposed WTFP as exempt from environmental review (under the California Environmental Quality Act, Public Resources Code 21000–21189, the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*, or related environmental laws). Notwithstanding any determination of environmental exemption issued by another governmental entity, the city reserves its

City Council Policy Governing SWF's

right to exercise its rights as a responsible agency to review *de novo* the environmental impacts of any WTFP application.

- (15) **FAA Documentation.** Copies of any documents that the applicant is required to file pursuant to Federal Aviation Administration regulations for the proposed wireless telecommunications facility.
 - (16) **Traffic Control Plan (TCP).** A traffic control plan when the proposed installation is on any street in a non-residential zone. The city shall have the discretion to require a traffic control plan when the applicant seeks to use large equipment (e.g. crane).
 - (17) **Landscape Plan.** A scaled conceptual landscape plan showing existing trees and vegetation and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the SWF and its accessory equipment.
 - (18) **CPCN.** Certification that applicant is a telephone corporation or a statement providing the basis for its claimed right to enter the PROW. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.
- (b) **Additional Requirements.** The City Council authorizes the approval authority to develop, publish and from time to time update or amend permit application requirements, forms, checklists, guidelines, informational handouts and other related materials that the approval authority finds necessary, appropriate or useful for processing any application governed under this Policy. All such requirements and materials must be in written form and publicly stated to provide all interested parties with prior notice (or posted upon the City's website).

SECTION 2.3 SMALL CELL PERMIT APPLICATION SUBMITTAL AND COMPLETENESS REVIEW

- (a) **Pre-Submittal Conferences.** For purposes of SWFs only, and notwithstanding any contrary provisions of Chapter 7.38, the City does not require pre-submittal appointments for the submission of SWF WTFPs. However, the City strongly encourages applicants to schedule and attend a pre-submittal conference with the approval authority for all proposed SWF projects, and particularly those that involve more than five SWFs. This voluntary pre-submittal conference does not cause the FCC Shot Clock to begin and is intended to streamline the review process through informal discussion that includes, without limitation, the appropriate project classification and review process; any latent issues in connection with the proposed project, including compliance with generally applicable rules for public health and safety; potential concealment issues or concerns (if applicable); coordination with other City departments responsible for application review; and application completeness issues. To mitigate unnecessary delays due to application incompleteness, applicants are encouraged (but not required) to bring any draft applications or other materials so that City staff may provide informal feedback and guidance about whether such applications or other materials may be incomplete or unacceptable. The approval authority shall use reasonable efforts to provide the applicant

City Council Policy Governing SWF's

with an appointment within five working days after receiving a written request and any applicable fee or deposit to reimburse the City for its reasonable costs to provide the services rendered in the pre-submittal conference.

- (b) **Batched Applications.** Applicants may submit up to five individual applications for a SWF permit in a batch; provided, however, that small wireless facilities in a batch must be proposed with substantially the same equipment in the same configuration on the same support structure type. Each application in a batch must meet all the requirements for a complete application, which includes without limitation the application fee for each site in the batch. If any application in a batch is incomplete, the entire batch shall be deemed incomplete. If any application is withdrawn or deemed withdrawn from a batch, the entire batch shall be deemed withdrawn. If any application in a batch fails to meet the required findings for approval, the entire batch shall be denied.
- (c) **Additional Procedures.** The City Council authorizes the approval authority to establish other reasonable rules and regulations for duly filed applications. All such rules and regulations must be in written form and publicly stated to provide all interested parties with prior notice (or posted upon the City's website).

SECTION 2.4 ADDITIONAL FINDINGS FOR SWFs

- (a) **Required Findings.** In addition to those finding requirements set forth in Chapter 7.38 for SWF WTFP, the following findings are required for the approval or conditional approval of a SWF application:
 - (1) The proposed SWF would not be located on a prohibited support structure identified in this Policy;
 - (2) The proposed SWF would utilize the most preferred support structure and location within 250 feet from the originally proposed site in any direction, or the applicant has demonstrated with clear and convincing evidence in the written record that any more-preferred support structure(s) or locations within 250 feet would be technically infeasible;
 - (3) All public notices required for the application have been given.
- (b) Because Section 332(c)(7) of the Telecommunications Act preempts local decisions premised directly or indirectly on the environmental effects of radio frequency (RF) emissions, no decision upon a SWF application shall be premised upon the environmental or health effects of RF emissions, nor shall public comments be considered to the extent they are premised upon the environmental or health effects of RF emissions.

SECTION 2.5 STANDARD CONDITIONS OF APPROVAL

- (a) **General Conditions.** In addition to all other conditions adopted by the approval authority and Chapter 7.38 for a SWF permit, all SWF WTFPs issued under this Policy shall be automatically subject to the conditions in this subsection (a).

City Council Policy Governing SWF's

- (1) **Post-Installation Certification.** Within 60 calendar days after the permittee commences full, unattended operations of a SWF approved or deemed-approved, the permittee shall provide the approval authority with documentation reasonably acceptable to the approval authority that the SWF has been installed and/or constructed in strict compliance with the approved construction drawings and photo simulations. Such documentation shall include without limitation as-built drawings, GIS data and site photographs.
- (2) **Adverse Impacts on Other Properties.** In addition to those requirements in Chapter 7.38 the permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal or other work that involves heavy equipment or machines except during normal construction work hours authorized by the King City Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City or other state or federal government agency or official with authority to declare a state of emergency within the City. The approval authority may issue a stop work order for any activities that violates this condition in whole or in part.
- (3) **Inspections; Emergencies.** The permittee expressly acknowledges and agrees that the City's officers, officials, staff, agents, contractors or other designees may enter onto the site and inspect the improvements and equipment upon reasonable prior notice to the permittee. Notwithstanding the prior sentence, the City's officers, officials, staff, agents, contractors or other designees may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements or equipment in emergencies or when such improvements or equipment threatens actual, imminent harm to property or persons. The permittee, if present, may observe the City's officers, officials, staff or other designees while any such inspection or emergency access occurs.
- (4) **Future Undergrounding Programs.** If other public utilities or communications providers in the PROW underground their facilities in the segment of the PROW where the permittee's SWF is located, the permittee must underground its equipment except the antennas and any other equipment that must be placed above ground to function. Accessory equipment such as radios and computers that require an environmentally controlled underground vault to function shall not be exempt from this condition. SWFs installed on wood utility poles that will be removed pursuant to the undergrounding program may be reinstalled on a streetlight that complies with the City's standards and specifications. Such undergrounding shall occur at the permittee's sole cost and expense except as may be reimbursed through tariffs approved by the state public utilities commission for undergrounding costs.
- (5) **Electric Meter Upgrades.** If the commercial electric utility provider adopts or changes its rules obviating the need for a separate or ground-mounted electric

City Council Policy Governing SWF's

meter and enclosure, the permittee on its own initiative and at its sole cost and expense shall remove the separate or ground-mounted electric meter and enclosure. Prior to removing the electric meter, the permittee shall apply for any encroachment and/or other ministerial permit(s) required to perform the removal. Upon removal, the permittee shall restore the affected area to its original condition that existed prior to installation of the equipment.

- (6) **Rearrangement and Relocation.** The permittee acknowledges that the City, in its sole discretion and at any time, may: (i) change any street grade, width or location; (ii) add, remove or otherwise change any improvements in, on, under or along any street owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or (iii) perform any other work deemed necessary, useful or desirable by the City (collectively, "City work"). The City reserves the rights to do any and all City work without any admission on its part that the City would not have such rights without the express reservation in the SWF permit. If the City Engineer determines that any City work will require the permittee's SWF located in the PROW to be rearranged and/or relocated, the permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If the permittee fails or refuses to either permanently or temporarily rearrange and/or relocate the permittee's SWF within a reasonable time after the City Engineer's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at the permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate the permittee's SWF without prior notice to permittee when the City Engineer determines that the City work is immediately necessary to protect public health or safety. The permittee shall reimburse the City for all costs and expenses in connection with such work within 10 days after a written demand for reimbursement and reasonable documentation to support such costs.

SECTION 2.6 SECTION 2.6. LOCATION REQUIREMENTS

- (a) **Preface to Location Requirements.** Applications that involve lesser-preferred locations or structures may be approved so long as the applicant demonstrates that either (1) no more preferred locations or structures exist within 250 feet from the proposed site; or (2) any more preferred locations or structures within 250 feet from the proposed site would be technically infeasible to achieve the operator's service objectives, as supported by clear and convincing evidence in the written record. The final subsection of this Section 2.6 identifies "prohibited" support structures on which the City shall not approve any small cell permit application for any competitor or potential competitor.
- (1) Allowable locations for SWFs are on existing or replacement infrastructure such as street lights and utility poles.
 - (2) When locating in an alley, the SWF shall be placed at a height above the roof line of adjacent buildings to avoid being placed adjacent to a window. When locating

City Council Policy Governing SWF's

in a walk-street, the facility shall be placed below the roof line of the adjacent buildings.

- (3) When choosing locations, choose locations in between occupiable buildings rather than immediately adjacent to occupiable buildings, and not adjacent to a window.
 - (4) If the SWF is not able to be placed on existing infrastructure, the applicant shall provide a map of existing infrastructure in the service area and describe why each such site was not feasible.
- (b) **Locations in the Public Rights-of-Way.** The City prefers small wireless facilities in the public rights-of-way to be installed in locations, ordered from most preferred to least preferred, as follows:
- (1) Locations within industrial districts;
 - (2) Locations within commercial districts;
 - (3) Locations within residential districts;
 - (4) Locations within the historic downtown district; and
 - (5) Locations within open spaces and parks.
- (c) **Support Structures in the Public Rights-of-Way.** The City prefers SWFs to be installed on support structures in the PROW, ordered from most preferred to least preferred, as follows:
- (1) Existing or replacement utility poles;
 - (2) Existing or replacement standard street light poles.
- (d) **Prohibited Support Structures.** The City prohibits SWFs to be installed on the following support structures:
- (1) Historic structures/monuments, including but not limited to windmills;
 - (2) Strand-mounted wireless facilities are prohibited.
 - (3) Decorative poles;
 - (4) Traffic signals, signs, poles, cabinets and related devices;
 - (5) Any utility pole scheduled for removal or relocation within 12 months from the time the approval authority acts on the small cell permit application;
 - (6) New, non-replacement wood poles.

City Council Policy Governing SWF's

SECTION 2.7 DESIGN STANDARDS

- (a) **Visual & Other General Standards.** SWFs shall be designed in the least visible means possible and to be compatible with support structure/surroundings.
- (1) **Noise.** SWFs and all accessory equipment and transmission equipment must comply with all applicable noise control standards and regulations in the King City Municipal Code, as may be amended or superseded, and shall not exceed, either on an individual or cumulative basis, the noise limit in the applicable district/zone.
 - (2) **Lights.** SWFs shall not include any lights that would be visible from publicly accessible areas, except as may be required under Federal Aviation Administration, FCC, other applicable regulations for health and safety. All equipment with lights (such as indicator or status lights) must be installed in locations and within enclosures that mitigate illumination impacts visible from publicly accessible areas. The provisions in this subsection (a)(2) shall not be interpreted or applied to prohibit installations on streetlights or luminaires installed on new or replacement poles as may be required under this Policy.
 - (3) **Landscape Features.** SWFs shall not displace any existing landscape features unless: (A) such displaced landscaping is replaced with native and/or drought-resistant plants, trees or other landscape features approved by the approval authority and (B) the applicant submits and adheres to a landscape maintenance plan. The landscape plan must include existing vegetation, and vegetation proposed to be removed or trimmed, and the landscape plan must identify proposed landscaping by species type, size and location. Landscape maintenance must be performed in accordance with the King City Municipal Code, as may be amended or superseded.
 - (A) If any trees are damaged or displaced, the permittee shall hire and pay for a licensed arborist to select, plant and maintain replacement landscaping in an appropriate location for the species. Only International Society of Arboriculture certified workers under the supervision of a licensed arborist shall be used to install the replacement tree(s). Any replacement tree must be substantially the same size as the damaged tree. The permittee shall, at all times, be responsible to maintain any replacement landscape features.
 - (B) To preserve existing landscaping in the public rights-of-way, all work performed in connection with SWFs shall not cause any street trees to be trimmed, damaged or displaced. If any street trees are damaged or displaced, the applicant shall be responsible, at its sole cost and expense, to plant and maintain replacement trees at the site for the duration of the permit term.
 - (4) **Site Security Measures.** SWFs may incorporate reasonable and appropriate site security measures, such as locks and anti-climbing devices, to prevent unauthorized access, theft or vandalism. The approval authority shall not approve

City Council Policy Governing SWF's

any barbed wire, razor ribbon, electrified fences or any similarly dangerous security measures. All exterior surfaces on SWFs shall be constructed from or coated with graffiti-resistant materials.

- (5) **Signage; Advertisements.** All SWFs shall contain a site identification sticker that accurately identifies the site owner/operator, the owner/operator's site name or identification number and a toll-free number to the owner/operator's network operations center. SWFs may not bear any other signage or advertisements unless expressly approved by the City, required by law or recommended under FCC, OSHA, Federal Aviation Administration or other United States governmental agencies for compliance with RF emissions regulations. Permittees shall:
 - (A) Remove or paint over unnecessary equipment manufacturer decals and fill-in any visibly depressed manufacturer logos on equipment.
 - (B) Utilize the smallest and lowest visibility stickers required by government or electric utility regulations.
 - (C) Use sticker colors that are muted.
 - (D) Signage shall be maintained in legible condition and the carrier will be required to replace any faded signage within thirty (30) days of receiving written notification from the City that it is in need of replacing.
 - (6) **Compliance with Health and Safety Regulations.** All SWFs shall be designed, constructed, operated and maintained in compliance with all generally applicable health and safety regulations, which includes without limitation all applicable regulations for human exposure to RF emissions.
- (b) **Dimensions; Design.** Wireless facilities shall be as small, short and unobtrusive as possible.
- (1) **Overall Height.** SWFs may not exceed either (A) the minimum separation from electrical lines required by applicable safety regulations, plus four feet or (B) four feet above the existing support structure. In addition, SWFs shall be located no higher than 10% or 10 feet, whichever is greater, than the height otherwise permitted in the immediately adjacent zoning district.
 - (2) **Concealment.** All antennas and associated mounting equipment, hardware, cables or other connectors must be completely concealed within an opaque antenna shroud or radome. The antenna shroud or radome must be painted a flat, non-reflective color to match the underlying support structure. The wireless facility and accessory equipment shall be camouflaged with use of one or more concealment elements to blend the facility with surrounding materials and colors of the adjacent street light or utility pole to which it is mounted. Concealment elements include:
 - (A) Radio frequency transparent screening;

City Council Policy Governing SWF's

- (B) Approved, specific colors;
- (C) Use of non-reflective material(s);
- (D) Minimizing the size of the site;
- (E) Integrating the installation into existing or replacement utility infrastructure;
- (F) Installing new infrastructure that matches existing infrastructure in the area surrounding the proposed site.
- (G) Antennas, brackets (mounting), PVC or steel risers and cabling shall match the color of the adjacent structure.
- (H) Paint shall be of durable quality.
- (I) Materials shall be non-flammable and non-reflective..
- (J) Each individual antenna may not exceed three cubic feet in volume and all antennas may not exceed six cubic feet in volume.

(3) **Accessory Equipment.**

- (A) **Installation Preferences.** SWF accessory equipment shall be enclosed in replacement poles or placed underground where technically feasible, and if not feasible, shall be as small, short and unobtrusive as possible. Applications that involve lesser-preferred installation locations may be approved so long as the applicant demonstrates that no more preferred installation location would be technically infeasible as supported by clear and convincing evidence in the written record.
 - (B) **Undergrounded Accessory Equipment.** All undergrounded accessory equipment must be installed in an environmentally controlled vault that is load-rated to meet the City's standards and specifications. Underground vaults located beneath a sidewalk must be constructed with a slip-resistant cover. Vents for airflow shall be flush-to-grade when placed within the sidewalk and may not exceed two feet above grade when placed off the sidewalk. Applicants shall not be permitted to install an underground vault in a location that would cause any existing tree to be materially damaged or displaced.
- (c) **Streetlights.** Applicants that propose to install SWFs on an existing streetlight must remove and replace the existing streetlight with one substantially similar to the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment. To mitigate any material changes in the street lighting patterns, the replacement pole must: (A) be located as close to the removed pole as possible; (B) be aligned with the other existing streetlights; and (C) include a luminaire at substantially

City Council Policy Governing SWF's

the same height and distance from the pole as the luminaire on the removed pole. All antennas must be installed above the pole within a single, canister style shroud or radome that tapers to the pole.

- (d) **Wood Utility Poles.** Applicants that propose to install SWFs on an existing wood utility pole must install all antennas above the pole unless the applicant demonstrates that mounting the antennas above the pole would be technically infeasible as supported by clear and convincing evidence in the written record. Side-mounted antennas on a stand-off bracket or extension arm must be concealed within a shroud. All cables, wires and other connectors must be concealed within the side-arm mount or extension arm. The maximum horizontal separation between the antenna and the pole shall be the minimum separation required by applicable health and safety regulations.
- (e) **For Replacement Poles and Street Lights.** If an applicant proposes a replacement pole or street light to accommodate the SWF, the replacement shall be in the same location as the street light or pole being replaced; unless the replacement will not meet all applicable standards, then replacement may be located in an alternative location that complies with the requirements herein.
- (f) **New, Non-Replacement Poles.** Applicants that propose to install SWFs on a new, non-replacement pole must install a new streetlight substantially similar to the City's standards and specifications but designed to accommodate wireless antennas and accessory equipment located immediately adjacent to the proposed location. If there are no existing streetlights in the immediate vicinity, the applicant may install a metal or composite pole capable of concealing all the accessory equipment either within the pole or within an integrated enclosure located at the base of the pole. The pole diameter shall not exceed twelve (12) inches and any base enclosure diameter shall not exceed sixteen (16) inches. All antennas, whether on a new streetlight or other new pole, must be installed above the pole within a single, canister style shroud or radome.
 - (1) The new pole must actually function for a purpose other than placement of a wireless facility (e.g. street light, utility pole, etc.).
 - (2) The design must match the dimensions and design of existing and similar types of poles and antennas in the surrounding areas.
- (g) **Encroachments over Private Property.** SWFs may not encroach onto or over any private or other property outside the PROW without the property owner's express written consent.
- (h) **Backup Power Sources.** Fossil-fuel based backup power sources shall not be permitted within the PROW; provided, however, that connectors or receptacles may be installed for temporary backup power generators used in an emergency declared by federal, state or local officials.
- (i) **Obstructions; Public Safety.** Small wireless facilities and any associated equipment or improvements shall not physically interfere with or impede access to any:
 - (A) worker access to any above-ground or underground infrastructure for traffic

City Council Policy Governing SWF's

control, streetlight or public transportation, including without limitation any curb control sign, parking meter, vehicular traffic sign or signal, pedestrian traffic sign or signal, barricade reflectors; (B) access to any public transportation vehicles, shelters, street furniture or other improvements at any public transportation stop; (C) worker access to above-ground or underground infrastructure owned or operated by any public or private utility agency; (D) fire hydrant or water valve; (E) access to any doors, gates, sidewalk doors, passage doors, stoops or other ingress and egress points to any building appurtenant to the rights-of-way; or (F) access to any fire escape.

- (j) **Utility Connections.** All cables and connectors for telephone, data backhaul, primary electric and other similar utilities must be routed underground in conduits large enough to accommodate future collocated wireless facilities. Undergrounded cables and wires must transition directly into the pole base without any external doghouse. All cables, wires and connectors between the underground conduits and the antennas and other accessory equipment shall be routed through and concealed from view within: (A) internal risers or conduits if on a concrete, composite or similar pole; or (B) a cable shroud or conduit mounted as flush to the pole as possible if on a wood pole or other pole without internal cable space. The approval authority shall not approve new overhead utility lines or service drops merely because compliance with the undergrounding requirements would increase the project cost.
- (k) **Spools and Coils.** To reduce clutter and deter vandalism, excess fiber optic or coaxial cables shall not be spooled, coiled or otherwise stored on the pole outside equipment cabinets or shrouds.
- (l) **Electric Meters.**
 - (1) SWFs shall use unmetered (flat rate) electric service, if allowed by the utility company, or use the narrowest, shrouded electric meter and disconnect available. Permittees shall ensure the meter and other enclosures are well maintained, including regular painting, and the use of a graffiti-resistant paint, and stack the disconnect switch above/below the meter, instead of attached to the side of the meter.
 - (2) Electrical meters, vaults and fans shall be located underground where feasible.
- (m) **Building-Mounted Small Wireless Facilities.**
 - (A) **Preferred Concealment Techniques.** All applicants must propose new non-tower SWFs that are completely concealed and architecturally integrated into the existing facade or rooftop features with no visible impacts from any publicly accessible areas at ground level (examples include, but are not limited to, antennas behind existing parapet walls or facades replaced with RF-transparent material and finished to mimic the replaced materials). Alternatively, if the applicant demonstrates with clear and convincing evidence that integration with existing features is technically infeasible, the applicant may propose completely concealed

City Council Policy Governing SWF's

new structures or appurtenances designed to mimic the support structure's original architecture and proportions (examples include, but are not limited to, steeples and chimneys).

- (B) **Facade-Mounted Equipment.** When SWFs cannot be placed behind existing parapet walls or other existing screening elements, the approval authority may approve facade-mounted equipment in accordance with this Subsection. All facade-mounted equipment must be concealed behind screen walls and mounted flush to the facade. The approval authority may not approve “pop-out” screen boxes. Except in industrial zones, the approval authority may not approve any exposed facade-mounted antennas, including but not limited to exposed antennas painted to match the facade.
- (n) **Future Modifications.** Any modifications to existing facilities or collocations shall not defeat the concealment elements of the existing structure/facility.



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF COMMISSION, COMMITTEE AND BOARD APPOINTMENTS

RECOMMENDATION:

It is recommended the City Council adopt a Resolution reappointing Chris Madson and David LeBarre to the Airport Advisory Committee, Tiffany Singh to the Recreation Commission, and David Nuck to the Planning Commission.

BACKGROUND:

In 2016, the City Council established new staggered terms for each of the commissions, committees and boards. Terms expire on March 31st of odd numbered years. As a result, a number of commissioner terms are now expiring.

DISCUSSION:

The vacancies were advertised in the newspaper, City newsletter, Facebook, and City website. The City has received applications from the following individuals to be reappointed:

- 1) Chris Madson, Airport Advisory Committee
- 2) David LeBarre, Airport Advisory Committee
- 3) Tiffany Singh, Recreation Commission
- 4) David Nuck, Planning Commission

Copies of the applications are attached. If approved, this will leave one vacancy on the Recreation Commission and one vacancy on the Planning Commission. Recruitment efforts are continuing and staff believes recommendations for additional appointments will be ready to present for consideration in April.

**CITY COUNCIL
CONSIDERATION OF COMMISSION, COMMITTEE AND BOARD
APPOINTMENTS
MARCH 26, 2019
PAGE 2 OF 2**

COST ANALYSIS:

There are no costs projected from this action.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations.
2. Modify and approve staff's recommendations;
3. Do not approve one more of the appointments; or
4. Provide other direction to staff.

Exhibits:

1. Commission, Committee, and Board Applications

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF CITY COUNCIL OF CITY OF KING, CALIFORNIA APPOINTING
COMMISSION, COMMITTEE AND BOARD MEMBERS**

WHEREAS, consistent with the State Law, City of King Municipal Code and City Charter, City Council has the authority to appoint Commission, Committee and Board Members for the City of King; and

WHEREAS, due to the expiration of terms, there are vacancies on Commissions, Committees and Boards; and

WHEREAS, the vacancies were duly publicized to the community; and

WHEREAS, applications were received by existing members for reappointment; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of King, California that Chris Madson and David LeBarre are hereby appointed to the City of King Airport Advisory Committee, Tiffany Singh to the King City Recreation Commission, and David Nuck to the King City Planning Commission.

PASSED AND ADOPTED at a regular meeting of the City Council on the 26th day of March, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney



KING CITY

**CITY OF KING
APPLICATION**



**FOR APPOINTMENT TO
COMMISSIONS, COMMITTEES, AND BOARDS**

Please print or type the following information:

Name: Chris J Madson

Address: P.O Box 648, King City, Ca 93930

Telephone (day): 831-809-0073 fax/e-mail (optional) slo.cmci@gmail.com

Commission/Committee/Board applying for: _____

Describe your interest in becoming a member of this commission/committee/board:

I hope to add constructive input regrading the activities and growth of the airport.

Background relevant to this commission/committee/board:

I have been a pilot with an airplane based in the King City Airport for 40 years.

Other comments:

Chris Madson

Applicant's Signature

2.15.19

Date

RETURN TO: City Hall, 212 S. Vanderhurst Ave., King City, CA 93930
Ph (831) 386-5932 Fx (831) 385-0373



**CITY OF KING
APPLICATION**

RECEIVED
FEB 20 2019
CITY OF KING

**FOR APPOINTMENT TO
COMMISSIONS, COMMITTEES, AND BOARDS**

Please print or type the following information:

Name: DAVID J. LETBARR

Address: 4126 S VANDERHURST King City CA. 93930

Telephone (day): 831-212-1226 fax/e-mail (optional) _____

Commission/Committee/Board applying for: Airport

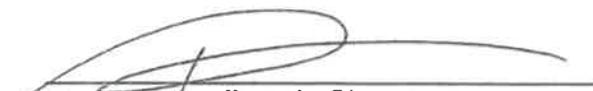
Describe your interest in becoming a member of this commission/committee/board:

To complete another team as a Committee member

Background relevant to this commission/committee/board:

Served past years

Other comments:


Applicant's Signature

2-20-19
Date

RETURN TO: City Hall, 212 S. Vanderhurst Ave., King City, CA 93930
Ph (831) 386-5932 * Fx (831) 385-0373



**CITY OF KING
APPLICATION**

FOR APPOINTMENT TO
COMMISSIONS, COMMITTEES, AND BOARDS

Please print or type the following information:

Name: Tiffany L. Singh

Address: 629 Livingston Avenue, King City

Telephone (day): 831-596-6934 fax/e-mail (optional) tsingh@kcusd.org

Commission/Committee/Board applying for: Recreation Commission

Describe your interest in becoming a member of this commission/committee/board:

I am a long-time King City resident, vice principal of a
local school, and I am very interested in ensuring that
the city provides recreation opportunities for children and
adults in our community.

Background relevant to this commission/committee/board:

I have been on the Rec Commission for one term. I would like to
continue to serve on the Commission.

Other comments:

Applicant's Signature

March 14, 2018

Date

RETURN TO: City Hall, 212 S. Vanderhurst Ave., King City, CA 93930
Ph (831) 386-5932 * Fx (831) 385-0373



**CITY OF KING
APPLICATION**



**FOR APPOINTMENT TO
COMMISSIONS, COMMITTEES, AND BOARDS**

Please print or type the following information:

Name: David Nuck

Address: 211 S. Mildred Ave.

Telephone (day): (831) 809-5442 fax/e-mail (optional) nuckd@caseyprinting.com

Commission/Committee/Board applying for: Planning Commission

Describe your interest in becoming a member of this commission/committee/board:

To make King City a better place to live.

Background relevant to this commission/committee/board:

Previous service on the Planning Commission

Other comments:

I will stay on as the chairperson but will gladly give up that position if another
commisioner shows interest in becoming chairperson.

David Nuck

Digitally signed by David Nuck
DN: cn=David Nuck
Date: 2019.02.04 15:37:53
-08'00'

Applicant's Signature

2/4/19

Date

RETURN TO: City Hall, 212 S. Vanderhurst Ave., King City, CA 93930
Ph (831) 386-5932 * Fx (831) 385-0373



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF HUMAN RESOURCES POSITION CHANGE

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution approving a Side Letter of Agreement amending the Memorandum of Understanding with the King City Confidential Employees Association (KCCEA) to upgrade the Human Resources Coordinator position to a Human Resources Manager position; 2) approve an amendment to the Job Classification Plan; and 3) approve the new job description.

BACKGROUND:

The City has a vacancy in the Human Resources Coordinator position. As a result, staff has reviewed the organization's human resources and administrative staffing needs prior to recruiting for the position.

DISCUSSION:

Staff is recommending upgrading the position and expanding the responsibilities. The new position's responsibilities will add supervision of one of the Customer Service Assistant positions, increased interface with the Finance Department coordination, and research and implementation of technical administrative assignments from the City Manager. Staff also believes increasing the salary range is necessary in order to attract applicants with the level of experience and expertise desired.

**CITY COUNCIL
CONSIDERATION OF HUMAN RESOURCES POSITION CHANGE
MARCH 26, 2019
PAGE 2 OF 2**

COST ANALYSIS:

The cost estimate will depend upon the salary step that the employee is hired under, which will depend upon experience. Staff projects that the change will result in an additional annual cost of about \$10,000 to the FY 2019-20 Annual Budget. There is no anticipated impact to the current budget due to the time period that the position will be vacant.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

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

Exhibits:

1. Resolution approving Side Letter of Agreement with KCCEA
2. Amended Job Classification Plan
3. Job Description

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

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

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

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

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

This resolution was passed and adopted this **26th** day of **March, 2019** 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:

Roy Santos, City Attorney

**SIDE LETTER OF AGREEMENT
MODIFICATON TO MEMORANDUM OF UNDERSTANDING**

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

1. **APPENDIX A** shall be replaced with the List of Positions attached hereto as Attachment 1.
2. **APPENDIX B-4** shall be replaced with the Salary Schedules attached hereto as Attachment 2.
3. All other provisions approved in side letters of agreement amending the existing MOU shall be incorporated herein and remain in effect through the extension of the MOU as provided by this side letter of agreement.

For City of King:

Steven Adams, City Manager

Date

For the Association

Andrea Wasson, Recreation Coordinator

Date

APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

EXECUTIVE ASSISTANT TO THE POLICE CHIEF

EXECUTIVE ASSISTANT TO THE CITY MANAGER/DEPUTY CITY CLERK

HUMAN RESOURCES MANAGER

POLICE CAPTAIN

RECREATION COORDINATOR

KCCEA

APPENDIX B-4

SALARY SCHEDULE

EFFECTIVE April 1, 2019

TITLE	1	2	3	4	5	6
Executive Assistant to the Police Chief	43,265	45,428	47,699	50,084	52,589	55,218
Executive Assistant to the City Manager/Deputy City Clerk	43,265	45,428	47,699	50,084	52,589	55,218
Human Resources Manager	70,908	74,454	78,176	82,085	86,189	90,499
Police Captain	104,246	109,733	115,508	121,588	127,988	134,724
Recreation Coordinator	59,240	62,201	65,311	68,576	72,005	75,606

CITY OF KING

JOB CLASSIFICATION PLAN

FISCAL YEAR 2018-2019

REVISED April 1, 2019

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	\$117,299.49	\$123,164.46	\$129,322.69	\$135,788.82	\$142,578.26	\$149,707.18
MANAGEMENT STAFF						
POLICE CAPTAIN	\$104,246.00	\$109,733.00	\$115,508.00	\$121,588.00	\$127,988.00	\$134,724.00
HUMAN RESOURCES MANAGER	\$70,908.23	\$74,453.64	\$78,176.32	\$82,085.14	\$86,189.40	\$90,498.87
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 I/ 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	\$75,152.00
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/SUPPORT 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 CITY MANAGER	\$43,264.74	\$45,427.97	\$47,699.37	\$50,084.34	\$52,588.56	\$55,217.99
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
CUSTOMER SERVICE ASSISTANT	\$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)						
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	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	\$20.38
ASSISTANT POOL MANAGER	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	\$18.53
AQUATIC AIDE	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
POOL CASHIER	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
LIFEGUARD	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	\$16.85
RECREATION AIDE	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
SUMMER DAYCAMP COORDINATOR	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
CUSTOMER SERVICE ASSISTANT	\$13.50	\$14.18	\$14.88	\$15.63	\$16.41	\$17.23
MAINTENANCE AIDE	\$13.50	\$14.18	\$14.88	\$15.63	\$16.41	\$17.23
CITY COUNCIL & MAYOR						
MAYOR	\$5,400.00					
CITY COUNCIL	\$4,200.00					



JOB DESCRIPTION
HUMAN RESOURCES COORDINATOR

Job Title: Human Resources Manager
Department: City Manager's Office
Reports To: City Manager
Employee Type: Full Time
FLSA Status: Non-Exempt
Salary: \$70,908 - \$90,499 Annual DOQ

DEFINITION

Under administrative direction, designs, develops, implements and administers a wide variety of human resource activities including recruitment and selection, classification, performance management, employee/employer relations activities, workers compensation coordination including the interpretation, administration and negotiation of labor agreements, compensation and benefits administration, organizational development, training, personnel records and externally-mandated programs such as the Americans With Disabilities Act; conducts research and analysis for special projects; and performs related work as assigned.

The Human Resources Coordinator is responsible for complex human resources issues, including the application of employment law and organizational development theories; and is capable of performing a wide variety of human resources and other general administrative assignments.

SUPERVISION RECEIVED AND EXERCISED

Position receives general supervision from the City Manager and supervises one Customer Service Assistant position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

- Administers the City's personnel system; reviews City policies and procedures and makes recommendations to ensure the City's practices comply with State and Federal personnel laws;
- Conducts formal job analysis processes and job audits as directed; reviews, updates and revises job specifications; coordinates recruitment and selection processes, including recruitment, evaluating applications and developing and administering examinations;
- Conducts salary and benefit surveys and prepares related analytical reports; develops, analyzes and responds to salary and benefit surveys;
- Prepares and/or delivers orientation programs and training programs; researches special issues in fields related to human resources and employee relations subject matters and prepares written reports;
- Counsels and informs employees and supervisors of procedures and regulations pertaining to human resources actions and policies;
- Participates in various phases of employee relations program, including preparation of disciplinary actions, assistance with negotiations and contract administration;
- Participates in employment outreach activities including representing the City at job fairs and community events; plans and coordinates selection and recruitment activities with City departments;



composes job bulletins and recruitment information; recommends, schedules, and coordinates advertising activities in appropriate media;

- Develops, updates or revises policies, procedures, handbooks, and manuals; coordinates the City's personnel filing system; conducts employee exit interviews; reviews employee performance evaluations; provides career counseling for City employees and prospective applicants;
- Conducts and coordinates investigations in discipline and grievance matters; participates in and coordinates processes to ensure that disabled employees and applicants receive appropriate accommodation in compliance with federal and state law; coordinates risk management functions;
- Performs IT technical support functions; provides technical support, advice, and assistance to employees with technical, hardware, and software system problems; serves as the liaison between our third-party IT support provider and the City; leads the development and implementation of IT related projects; manages the City's phone and e-mail accounts systems.
- Prepares research, reports and assignments on general administrative topics assigned by the City Manager.
- Supervises customer service and administrative support staff.
- Performs other related duties as assigned.

KNOWLEDGE/ABILITIES/SKILLS

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

Knowledge

Basic principles and practices of human resources in a public agency setting; principles and practices related to recruitment, selection, classification and compensation; principles and practices of benefits administration; Federal, state, and local laws and ordinances governing employment practices and procedures; standard office practices and procedures, including record management; and office computer and online applications, including word processing and spreadsheets.

Abilities

Collect, analyze and interpret data including classification and salary, and benefit information; develop and prepare clear, concise and comprehensive reports and agenda items; develop, create and administer examinations; develop necessary skills from on-the-job training and meet the standards of performance for the classification by the end of the probationary period; foster a teamwork environment and positive organizational relations; interpret and apply Memoranda of Understanding, and City policies; maintain confidentiality when necessary and prudent; read, write, and communicate effectively and comprehend directions in English.

Skills

Interpret, apply and explain policies, procedures and practices of human resources administration; manage the recruitment and selection process for all levels of city positions; review personnel documents for completeness and accuracy; plan effective recruitment, testing and selection practices; maintain accurate and confidential personnel records; perform technical human resources work; and coordinate risk management practices to reduce City liability.



WORKING CONDITIONS

Position requires to see well enough to read fine print and VDT's, drive a vehicle and proofread documents; hear and speak well enough to converse on the telephone, in person, and to a group of up to 40 people without a microphone and be clearly understood; use of fingers and hands to write; use a calculator and a computer keyboard; prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds; stamina to work long hours and attend night meetings as required.

Willingness and ability to: work the hours needed to accomplish the job requirements; attend meetings, conferences and seminars during working and non-working hours; travel out of town or out of state for several days at a time; work irregular hours including attendance at night and occasional weekend meetings.

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

QUALIFICATIONS

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

Education and/or Experience

Any combination of education and experience that has provided the knowledge, abilities and skills necessary for a Human Resources Coordinator. Possess two years of professional experience in a human resources position, and a bachelor's degree in human resources, business or public administration, public policy, or related field. Experience in a municipal organization and bi-lingual Spanish speaking skills are desirable.

License/Certificate

Possession of, or ability to obtain, a valid Class C California driver's license; and a good standing driving record.

The City of King is an Equal Employment Opportunity Employer



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF EXPANSION OF TARGETED
EMPLOYMENT AREA TO INCLUDE ARBOLEDA
DEVELOPMENT**

RECOMMENDATION:

It is recommended the City Council Adopt a Resolution expanding the King City Targeted Employment Area (TEA) to include the full Arboleda development.

BACKGROUND:

The California Enterprise Zone (EZ) tax incentive program was created in 1986 to help local businesses and to encourage outside businesses to locate in economically depressed areas. On January 30, 2009, the Salinas Valley Enterprise Zone, which included the cities of Salinas, Gonzales, Soledad, Greenfield, and King City, and the County of Monterey was approved by the California Department of Housing and Community Development (HCD). Areas included in the program were identified as Targeted Employment Areas (TEAs). On January 2, 2014, the State repealed the Enterprise Zone Program incentives and replaced them with new incentives.

DISCUSSION:

The original TEA included only the portion of the Arboleda development that had been developed at that time. The Grid Alternatives program that provides free solar to eligible households for King City Community Power (KCCP) receives State funding, which is restricted for projects within the TEA. KCCP has an application for a household that meets the income eligibility requirements, but it has been rejected because it is within the Arboleda Phase III area.

**CITY COUNCIL
CONSIDERATION OF EXPANSION OF TARGETED EMPLOYMENT AREA TO
INCLUDE ARBOLEDA DEVELOPMENT
MARCH 26, 2019
PAGE 2 OF 2**

This has presented a difficult dilemma because the program being utilized to determine eligibility for the free solar projects no longer exists. Therefore, the State and Federal agencies responsible for the program have indicated they cannot modify it. In response to efforts to resolve this problem, HCD has indicated the City can modify the TEA for the purposes of this program. Therefore, staff recommends the City Council adopt a Resolution expanding the TEA to include the entire Arboleda development.

COST ANALYSIS:

There are no costs projected from this action.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

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

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2019-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
EXPANDING THE KING CITY TARGETED EMPLOYMENT AREA
TO INCLUDE THE ENTIRE ARBOLEDA DEVELOPMENT

WHEREAS, the Targeted Employment Area (TEA) was created in 2009 as part of the Salinas Valley Enterprise Zone; and

WHEREAS, the TEA and Enterprise Zone were eliminated by the State of California in 2014; and

WHEREAS, under a program sponsored by King City Community Power, Grid Alternatives provides installation of free solar to income eligible property owners; and

WHEREAS, grant funding provided by the State of California for the free solar program requires eligible projects to be within the TEA; and

WHEREAS, portions of the Arboleda development have been constructed after that TEA was formed and is therefore not identified within the TEA; and

WHEREAS, the City Council desires households within this area that are income eligible and would benefit from the free solar program to be able to access the benefits of the free solar program.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby expands the King City Targeted Employment Area (TEA) to include the entire Arboleda development for the purposes of the free solar program sponsored by King City Community Power and provided by Grid Alternatives.

This resolution was passed and adopted this **26th** day of **March, 2019** 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:

Roy Santos, City Attorney



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving an amendment to the King City Community Power (KCCP) Rate Schedule to add two new tiers.

BACKGROUND:

The City launched its KCCP Community Choice Aggregation (CCA) program on July 2, 2018. The program has been successful in achieving the initial goals of providing lower rates, no-cost solar for low-income families and increased use of clean energy. Plans are also under way for the addition of future solar streetlights and potential construction of a local solar power plant.

Prior to launching the program, the City Council approved a rate schedule designed to provide a .5% rate reduction compared to PG&E rates. At the December 11, 2018 meeting, the City Council approved a new discount for customers who had previously participated in PG&E's peak day pricing program in order to avoid losing some of the major users from the program. KCCP staff have recommended an additional adjustment to rates in order to add two new tiers to accommodate customers that have recently requested changing to rate categories that exist in PG&E's structure, but not in the rates approved by Council for KCCP.

**CITY COUNCIL
CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE
MARCH 26, 2019
PAGE 2 OF 3**

DISCUSSION:

The two new proposed rates include the following:

E-TOU-C

E-TOU-C is for Residential Time-Of-Use with Peak Pricing between the hours of 4:00 p.m. – 9:00 p.m. every day. The change to this rate class provides customers with a lower rate overall rate, but has changed the peak pricing to the hours of 4:00 p.m. – 9:00 p.m. everyday instead of just on weekdays.

EVA

Customers in rate class EVA or Residential Time-Of-Use with Plug-in Electric Vehicles have the option to opt-in to this rate class if they have a registered vehicle that is a battery electric vehicle or plug-in hybrid electric vehicle. This provides customer with a lower rate during off-peak hours, encouraging customer to charge their electric vehicles during this time.

A copy of the new rate schedule is included with the Resolution for Council review. Staff believes it is important to maintain a rate schedule comparable and competitive with PG&E to maintain one of the key objectives of forming the CCA, which is providing lower rates to the City's residents.

COST ANALYSIS:

Given the limited number of customers in these classes, no substantive cost impact to KCCP is projected.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Adopt the Resolution;
2. Modify the rate recommendations and adopt the Resolution;
3. Do not approve the rate adjustments; or
4. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF KING CITY COMMUNITY POWER RATE SCHEDULE
MARCH 26, 2019
PAGE 3 OF 3**

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2019-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
APPROVING ADJUSTMENTS TO THE KING CITY COMMUNITY POWER
RESIDENTIAL RATE STRUCTURE

WHEREAS, the City of King established the King City Community Power Community Choice Aggregation program to provide more cost-effective energy and related services offered to the community; and

WHEREAS, the King City Community Program was launched on July 2, 2018; and

WHEREAS, the City Council has authority over setting all rates charged by King City Community Power; and

WHEREAS, the City Council approved a King City Community Power rate structure to provide initial rates to customers .5% below the rates offered by PG&E; and

WHEREAS, it has been determined that King City Community Power customers are eligible for rate tiers provided by PG&E, but not currently included in the King City Community Power rate schedule; and

WHEREAS, these tiers provide incentives for peak hour energy usage and purchase of electric vehicles, which will result in energy conservation, clean energy usage, and reduction in greenhouse gases; and

WHEREAS, the City Council desires to maintain rate options comparable to those offered by PG&E.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves a new Residential Rate Schedule for King City Community Power attached and included herein as Exhibit A for the purpose of implementing an E-TOU-C rate for Residential Time-Of-Use with Peak Pricing between the hours of 4:00 p.m. – 9:00 p.m. every day and an EVA rate for Residential Time-Of-Use with Plug-in Electric Vehicles.

This resolution was passed and adopted this **26th** day of **March, 2019** 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:

Roy Santos, City Attorney



Residential Rates

Effective July 2018

Note: These rates only reflect Generation. Your Transmission and Distribution costs are not included and will not change based on participation

	PG&E Generation Rate	KCCP Generation Rate	PG&E Fees*
E-1 - RESIDENTIAL SERVICE			
All Usage (kWh)	\$0.10780	\$0.07244	\$0.03401
E-6 - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - May 1 through October 31			
Peak (kWh)	\$0.23774	\$0.20076	\$0.03401 Mon-Fri 1:00 p.m. to 7:00 p.m.
Part-Peak (kWh)	\$0.12489	\$0.08932	\$0.03401 Mon-Fri 10:00 a.m.-1:00 p.m. + 7:00 p.m. to 9:00 p.m., Sat & Sun 5:00 p.m.-8:00 p.m.
Off-Peak (kWh)	\$0.07883	\$0.04383	\$0.03401 All other times including Holidays.
Winter - November 1 through April 30			
Part-Peak (kWh)	\$0.10440	\$0.06909	\$0.03401 Mon-Fri 5:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.09173	\$0.05657	\$0.03401 All other times including Holidays.
*Schedule closed to new customers as of May 31, 2016			
**Time Periods will change in 2021 & 2022			
E-TOU-A - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - June 1 through September 30			
Peak (kWh)	\$0.19050	\$0.15411	\$0.03401 Mon-Fri 3:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.11493	\$0.07948	\$0.03401 All other times including Holidays.
Winter - October 1 through May 31			
Peak (kWh)	\$0.10316	\$0.06786	\$0.03401 Mon-Fri 3:00 p.m. to 8:00 p.m.
Off-Peak (kWh)	\$0.08887	\$0.05375	\$0.03401 All other times including Holidays.
E-TOU-B - RESIDENTIAL TIME-OF-USE SERVICE			
Summer - June 1 through September 30			
Peak (kWh)	\$0.21238	\$0.17572	\$0.03401 Mon-Fri 4:00 p.m. to 9:00 p.m.
Off-Peak (kWh)	\$0.10932	\$0.07394	\$0.03401 All other times including Holidays.
Winter- October 1 through May 31			
Peak (kWh)	\$0.10554	\$0.07021	\$0.03401 Mon-Fri 4:00 p.m. to 9:00 p.m.
Off-Peak (kWh)	\$0.08674	\$0.05165	\$0.03401 All other times including Holidays.
E-TOU-C - RESIDENTIAL TIME-OF-USE SERVICE (PEAK PRICING 4-9p.m. EVERYDAY)**			
Summer - June 1 through September 30			
Peak (kWh)	\$0.17059	\$0.13445	\$0.03401 4:00 p.m. to 9:00 p.m. all days
Off-Peak (kWh)	\$0.10715	\$0.07180	\$0.03401 All other times
Winter- October 1 through May 31			
Peak (kWh)	\$0.11413	\$0.07869	\$0.03401 4:00 p.m. to 9:00 p.m. all days
Off-Peak (kWh)	\$0.09680	\$0.06158	\$0.03401 All other times
EM - MASTER-METERED MULTIFAMILY SERVICE			
All Usage (kWh)	\$0.09838	\$0.06741	\$0.02974
ET - MOBILEHOME PARK SERVICE			
All Usage (kWh)	\$0.09838	\$0.06741	\$0.02974
EVA - RESIDENTIAL TIME-OF-USE SERVICE FOR PLUG-IN ELECTRIC VEHICLE CUSTOMERS**			
Summer - May 1 through October 31			
Peak (kWh)	\$0.25622	\$0.21901	\$0.03401 2:00 p.m. to 9:00 p.m. Monday through Friday, 3:00 p.m. to 7:00p.m. Saturday, Sunday and Holidays
Part-Peak (kWh)	\$0.12348	\$0.08793	\$0.03401 7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
Off-Peak (kWh)	\$0.06205	\$0.02726	\$0.03401 All other hours
Winter- November 1 through April 30			
Peak (kWh)	\$0.09575	\$0.06054	\$0.03401 2:00 p.m. to 9:00 p.m. Monday through Friday, 3:00 p.m. to 7:00p.m. Saturday, Sunday and Holidays
Part-Peak (kWh)	\$0.05982	\$0.02506	\$0.03401 7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
Off-Peak (kWh)	\$0.06427	\$0.02946	\$0.03401 All other hours

**added on March 7th, 2019



Item No. 9(K)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
SUCCESSOR AGENCY TO THE FORMER COMMUNITY
DEVELOPMENT AGENCY OF THE CITY OF KING**

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF EXTENSION OF EXCLUSIVE
AUTHORIZATION TO SELL AGREEMENT FOR PROPERTY AT
1023 BROADWAY STREET**

RECOMMENDATION:

It is recommended that the City Council/Successor Agency to the Community Development Agency of the City of King: 1) approve the First Amendment extending the Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in the sale of the property at 1023 Broadway Street for sale; and 2) authorize the City Manager to execute the Agreement and make any non-substantive changes as necessary as approved as to form by the City Attorney.

BACKGROUND:

There were originally six properties owned by the City's former redevelopment agency, which was eliminated by the State of California. The State legislation that eliminated all redevelopment areas requires that redevelopment properties be sold. The methodology for sale of the properties is required to be established in a Long-Range Property Management Plan (LRPMP), which has been previously prepared the City and approved by the State Department of Finance.

The last remaining property to be sold is 1023 Broadway Street, which is a 4.43 acre parcel adjacent to the northbound Broadway Street exit of Highway 101. In order to help target staff's efforts on attracting potential development to the site, the City contracted with Kosmont Companies to prepare a hotel and retail market analysis. At the April 10, 2018 meeting, the City Council also approved an Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in listing the property for sale. The City has an active offer on the property and the Exclusive Authorization to Sell Agreement is

**CITY COUNCIL CLOSED SESSION
CONSIDERATION OF EXTENSION OF EXCLUSIVE AUTHORIZATION TO
SELL AGREEMENT FOR PROPERTY AT 1023 BROADWAY STREET
MARCH 26, 2019
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about to expire. Therefore, it needs to be extended in order to proceed with the potential sale.

DISCUSSION:

The consultants have provided an extensive amount of statewide outreach and marketing of the site to hotel developers and retail businesses. These services are above and beyond what would normally be provided by a realtor since they are also an economic development consultant firm. Staff believes continuing their services is important in order to complete a successful sale and project. The original agreement was based on a listing price of \$1,500,000. Since they have completed an extensive amount of work and the sale price under consideration has been reduced, the consultant's compensation based on a percentage will be significantly less than originally anticipated. As a result, staff has negotiated a proposed change in the terms to include a minimum fee in addition to the percentage commission if it becomes necessary to lower the selling price any further. The agreement is proposed to be extended by one additional year in order to complete the anticipated sale. All other terms remain the same.

COST ANALYSIS:

The total commission for the sale is currently 6% or a minimum of \$64,000, whichever is greater. The \$64,000 represents 6% or the current sales price of \$1,065,000. This will be paid from the proceeds of the sale. Therefore, there is no impact to the City's budget.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Authorization to Sell Agreement;
3. Do not approve the Agreement and direct staff to solicit new proposals; or
4. Provide staff other direction.

**CITY COUNCIL CLOSED SESSION
CONSIDERATION OF EXTENSION OF EXCLUSIVE AUTHORIZATION TO
SELL AGREEMENT FOR PROPERTY AT 1023 BROADWAY STREET
MARCH 26, 2019
PAGE 3 OF 3**

Exhibits:

1. Exclusive Authorization to Sell Agreement

Submitted and Approved by:



Steven Adams, City Manager

FIRST AMENDMENT TO EXCLUSIVE AUTHORIZATION TO SELL AGREEMENT

(1023 BROADWAY STREET, KING CITY; APN 026-391-025-000)

This First Amendment to Exclusive Authorization to Sell Agreement ("**First Amendment**") is effective April 9, 2019 and shall remain in effect through April 9, 2020, and is entered into by the Successor Agency to the Community Development Agency for the City of King ("Owner" or "Seller") and Kosmont Real Estate Services, doing business as Kosmont Realty, a California corporation ("KRES" or "Broker"). The City and KRES are collectively referred to herein as the Parties.

Section 1. The Parties entered into an Exclusive Authorization to Sell Agreement ("**Exclusive Authorization**") for the property located at 1023 Broadway Street in the City designated as Assessor Parcel Number 026-391-025-000 ("Property"). A true copy of said Exclusive Authorization is attached hereto as Exhibit A. The original term of the Exclusive Authorization was for the period of April 10, 2018 to April 9, 2019.

Section 2. The Parties hereby agree to extend the Exclusive Authorization term under this First Amendment such that the new term shall be from April 9, 2019 to April 9, 2020.

Section 3. The Parties hereby agree to amend the consideration for brokerage services relative to the above reference Property such that the commission shall be per the general commission structure as outlined in the Exclusive Authorization and Schedule of Commissions with a minimum commission of \$64,000 to KRES.

Section 4. The Parties hereby agree to amend and replace the word "Buyer" as reflected in the final sentence prior to the signature page in the Exclusive Authorization with the word "Broker."

Section 5. Except as amended by this First Amendment, all provisions of the Exclusive Authorization shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Broker have caused this First Amendment to be executed by their duly authorized representatives on this _____ day of _____, 2019.

Broker:
Kosmont Real Estate Services,
a California corporation

Owner:
Successor Agency to the City of King
Community Development Agency

CA DRE License# 02058445

By: _____

By: _____

Date: _____

Date: _____

Address:

1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266

Address:

212 S. Vanderhurst Avenue
King City, CA 93930

EXCLUSIVE AUTHORIZATION TO SELL AGREEMENT

Successor Agency to the Community Development Agency for the City of King ("Owner" or "Seller") hereby grants to **Kosmont Real Estate Services, doing business as Kosmont Realty** ("Broker") the exclusive right to sell the subject property known as and shown/listed below:

- A) 1023 Broadway Street, King City, CA (Assessor's Parcel Number ("APN"): 026-391-025-000)

("Property") for a period commencing on April 10, 2018, and ending at midnight on April 9, 2019.

The price and terms of the sale shall be as follows:

In consideration of this Authorization and Broker's agreement to diligently pursue the procurement of a purchaser or lessee for the Property, Owner agrees to pay Broker a commission as set forth in the attached Schedule of Commissions, which is made a part of this Agreement.

Owner shall pay said commission to Broker if: (a) the Property or any interest therein is sold, transferred or conveyed by or through a Broker, Owner or any other party prior to the expiration of this Authorization or any extension hereof; or (b) a purchaser is procured by or through Broker, Owner or any other party who is ready, willing and able to purchase the Property or any interest therein on the terms above stated or other terms reasonably acceptable to Owner prior to the expiration of this Authorization or any extension hereof; or (c) any contract for the sale, transfer or conveyance of the Property or any interest therein is made directly by Owner prior to the expiration of this Authorization or any extension hereof; or (d) the Property is withdrawn from sale without the written consent of Broker or made unmarketable by Owner's voluntary act during the term of this Authorization or any extension hereof; or (e) within one hundred eighty (180) days after the expiration of this Authorization or any extension hereof, the Property or any interest therein is sold, transferred, or conveyed to any person or entity with whom Broker has negotiated or to whom Broker has exposed or shown the Property prior to such expiration in an effort to effect a transaction provided that such buyer, person or entity to whom Broker has negotiated with or has shown the Property has been clearly and expressly identified in writing on such list which Broker shall have mailed to Owner at the address below stated within thirty (30) days following such expiration.

If during the terms of this authorization or any extension hereof an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Property has commenced and is continuing, then the term of this Authorization shall be extended for a period through the closing of such escrow, the termination of such negotiations or the consummation of such transaction, provided this authorization would otherwise have expired during such period.

Owner agrees that Broker shall be included as a party to any escrow opened for the sale of the Property and the terms of said escrow shall provide that Broker shall have the right to request the escrow holder to make payment to Broker in the amount of Broker's commission as set forth on the Schedule of Commissions attached hereto from any sale proceeds and/or deposits held in escrow.

Owner agrees to cooperate with Broker in effecting a sale of the Property and immediately to refer to Broker all inquiries of any party interested in the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges and to execute such documents as may be necessary to affect a sale of the Property. Broker is authorized to accept a deposit from any prospective purchaser. Broker is further authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the sale or leasing thereof.

It is understood that it is illegal for either Owner or Broker to refuse to present, sell to any person because of race, color, religion, national origin, sex, marital status or physical disability.

Owner warrants that it is the owner of record of the Property or has the legal authority to execute this Authorization. Owner agrees to hold Broker harmless from any liability or damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply. Owner acknowledges receipt of a copy of this Authorization and the attached Schedule of Commissions, which Owner has read and understands.

DISPUTE RESOLUTION

Broker and Owner agree to attempt to resolve any claim or controversy by submission to non-binding mediation. Mediation shall be commenced by providing the opposing party with a written notice of the dispute or claim within 30 days of the event giving rise to the dispute or claim or within 30 days after discovery of the conditions giving rise to the dispute or claim, whichever is later. The written notice to the other party shall summarize the basis of the dispute or claim and describe the relief sought. Within 15 calendar days thereafter, if the parties have not reached a mutually satisfactory resolution, the disputing party shall have 15 additional calendar days to submit the dispute to non-binding mediation at the offices of Judicial Arbitration & Mediation Services, Inc. (JAMS) in the county where the Property is located. The parties may agree on a retired judge from the JAMS panel as a mediator. If the parties are unable to agree, JAMS will provide a list of three (3) available judges and each party may strike one. The remaining judge will serve as the mediator. Within 15 calendar days of commencement of mediation, each party agrees to produce any and all documents relied upon to prove or defend their claims. The assessment of the mediator shall be an appealable result, but only if the appealing party files a court action within 30 days after the mediator's assessment is rendered. Each party shall bear its own costs of mediation including its own attorneys' fees and related costs, and each party shall pay an equal share of the costs of the mediator's fees and expenses.

By signing below, Seller and Buyer acknowledge that they have read, understand, accept and have received a copy of this Agreement.

Owner: Successor Agency to the
City of King Community
Development Agency

By:



Date:

4/25/18

Address:

212 S. Vanderhurst Ave
King City CA. 93930

Telephone:

831-386-5917

Broker:

Kosmont Real Estate Services, a
California corporation

CA BRE License # 02058445

By:



Date:

4/25/18

Address:

1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

Telephone:

(424) 297-1070

SCHEDULE OF COMMISSIONS (for Brokerage Services)

Kosmont Real Estate Services, doing business as Kosmont Realty ("Broker") is hereby employed as the agent for the Successor Agency to the Community Development Agency for the City of King (hereinafter referred to as "Owner") in connection with the:

Sale Lease Sublease Other

of that certain Property owned by the Owner and referred to by Owner as:

A) 1023 Broadway Street, King City, CA (Assessor's Parcel Number ("APN"): 026-391-025-000)

(hereinafter referred to as "Property").

Owner agrees to pay Broker, in consideration for their brokerage services relative to the above referenced Property, a commission computed as follows:

A. SALES, EXCHANGES, AND OTHER TRANSFERS

1. **Vacant Real Property:** 6% of the gross sales price or independently appraised value of the parcel, whichever is greater.
2. **Improved Real Property:** 6% of the gross sales price or independently appraised value of the parcel, whichever is greater. 8% of the higher of the gross value of ground lease payments or ground lease value as established by an appraisal or mutually acceptable valuation; 6% of lease or sublease rate for initial term and 3% for subsequent lease periods and renewals.
3. **Commissions** shall be paid through escrow upon the closing of sales and exchange transactions; absent an escrow; commissions shall be paid upon recordation of a deed or upon delivery of such deed or other conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sales, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon execution and delivery of the instrument of conveyance or establishment of the entitlement of ownership.
4. **Termination Fee:** In the event the Seller does not proceed during the term of the listing by cooperating in Broker's attempts to sell the Property and Seller withdraws the Property and/or in effect causes the Property to not be marketed for sale during the term of the listing, including the circumstance where Seller decides to sell the Property to a related entity (e.g. City of King), Broker shall be entitled to a termination fee (Termination Fee) upon expiration of the listing in the amount of 6% of the greater of the asking price, gross sales price or the independently appraised value, whichever is higher.

Miscellaneous:

The provisions hereof are subject, however, to the terms and provisions of any Exclusive Authorization To Sell to which this Schedule may be attached and which is executed by the parties hereto.

The parties hereto intend for this Exclusive Authorization to Sell and Schedule of Commissions to satisfy the requirements of the Civil Code, Business and Professions Code, and regulatory requirements relative to verifying Broker's authority to act on behalf of Owner and Owner's obligation to pay Broker commissions therefore, in accordance herewith.

In the event Owner fails to make payments within the time limits called for herein, then from the date due until paid the delinquent payment shall bear interest at the maximum legal rate of the State of California.

By signing below, Owner and Broker acknowledge that they have read, understand, accept and have received a copy of this Agreement.

Broker:

Kosmont Real Estate Services, a
California corporation

CA BRE License # 02058445

Owner:

Successor Agency to the City of King
Community Development Agency

By:



By:



Date:

4/25/18

Date:

4/25/18

Address:

1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

Address:

212 S. Vanderhurst Ave.
King City CA. 93930

Telephone:

(424) 297-1070

Telephone:

831-386-5917

Owner: Successor Agency to the
City of King Community
Development Agency

By:



Date:

4/25/18

Address:

212 S. Vanderhurst Ave
King City CA. 93930

Telephone:

831-386-5917

Broker:

Kosmont Real Estate Services, a
California corporation

CA BRE License # 02058445

By:



Date:

4/25/18

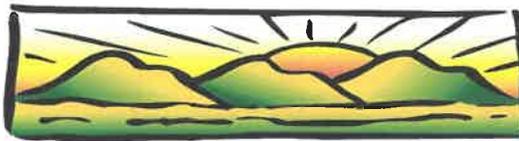
Address:

1601 N. Sepulveda Blvd., #382

Manhattan Beach, CA 90266

Telephone:

(424) 297-1070



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

Item No. 9(L)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECT COORDINATOR

RE: CONSIDERATION OF RESOLUTION AUTHORIZING THE LEASE/PURCHASE FINANCING FOR THE A NEW STREET SWEEPER

RECOMMENDATION:

It is recommended the City Council adopt a resolution approving the lease purchase financing through KS StateBank for a new Elgin Pelican Street Sweeper in the original amount of \$230,848.53.

BACKGROUND:

On December 11, 2018, the City Council approved the purchase of a replacement street sweeper in the amount of \$230,848.53 from the Owen Company. Procurement of the new street sweeper used a nationally recognized public agency cooperative bid service, the National Joint Powers Alliance (NJPA).

The King City Public Works Department currently owns and operates a 2000 Elgin Pelican street sweeper that is used to sweep trash, leaves and debris from the City streets and parking lots. Street sweeping is a crucial component of the City's Public Works Department ongoing street maintenance efforts and is also mandated by the California Water Quality Control Board through requirements in the City's Stormwater Management Plan.

The City's current street sweeper has had eighteen (18) years of heavy use and is experiencing routine maintenance failures that have resulted in lost operational days and reduced effectiveness for our street sweeping program. The new sweeper has been delivered and will be in operation soon.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION AUTHORIZING THE LEASE/PURCHASE
FINANCING FOR THE A NEW STREET SWEEPER
MARCH 26, 2019
PAGE 2 OF 3**

DISCUSSION:

Staff is recommending that the street sweeper be purchased from Owen Equipment with financing through a municipal lease/ purchasing program with KS StateBank. The proposed term of the lease/ purchase agreement is seven (7) years at an annual cost of \$38,753.62. This is consistent with the purchase previously authorized by the City Council, however KS StateBank is requiring the City Council to approve a resolution specifically authorizing the lease purchase financing. A copy of the draft resolution and the contract documents are enclosed.

COST ANALYSIS:

The proposed term of the lease/ purchase agreement is seven (7) years at an annual cost of \$38,753.62. Lease payments would not commence until August of 2019, with an initial principal payment due at contract signing. No appropriation is necessary during fiscal year 2018/19. Future payments that will begin in fiscal year 2019/20 will be included in the routine budget development. The terms of the agreement call for quarterly payments of \$9,649.12.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the resolution.
2. Direct the City Manager to pay for the new street sweeper in one lump sum payment; or
3. Provide other direction to staff.

Exhibits:

1. Resolution
2. Lease Purchase Contract and attachments- KS State Bank

**CITY COUNCIL
CONSIDERATION OF RESOLUTION AUTHORIZING THE LEASE/PURCHASE
FINANCING FOR THE A NEW STREET SWEEPER
MARCH 26, 2019
PAGE 3 OF 3**

Submitted by: 
Geoff English, Public Works Special Project Coordinator

Approved by: 
Steven Adams, City Manager

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING AN
CONTRACT WITH KS STATEBANK FOR THE LEASE/ PURCHASE FINANCING FOR
A NEW PELICAN STREET SWEEPER**

WHEREAS, the City of King conducts routine street sweeping for compliance with State of California Water Quality Board mandates and for the purpose of providing clean streets and parking lots; and

WHEREAS, the City of King has a current street sweeper that is more than eighteen years of heavy use and needs replacement; and

WHEREAS, the City Council has determined that a true and very real need exists for the acquisition of the street sweeper; and

WHEREAS, by entering into a leasing purchase arrangement with KS StateBank, the City of King will be able to routinely budget for the acquisition costs; and

WHEREAS, The City Council has determined that the Contract with KS StateBank as presented, is in the best interests of the City for the acquisition of the new street sweeper.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of King approves and authorizes the City Manager to execute the Contract with KS State Bank as set forth in Exhibit A.

This resolution was passed and adopted this 26th day of **March, 2019** 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:

Roy Santos, City Attorney

GOVERNMENT OBLIGATION CONTRACT

Obligor

City of King City, California
212 South Vanderhurst Avenue
King City, California 93930

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of March 1, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the Items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligees then Obligees will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligees as provided herein and conveyed to Obligees or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligees as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligees as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligees as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligees, then Obligees may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a certificate of Insurance which lists the Obligees and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligees or its assignees. Obligor shall furnish to Obligees certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligees, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligees, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligees.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligees for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligees that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligees in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligees a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligees, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligees to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligees. All of Obligees's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

City of King City, California

KS StateBank

Signature

Signature

Printed Name and Title

Marsha Jarvis, Senior Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of March 1, 2019, between KS StateBank (Obligee) and City of King City, California (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Pelican P Three Wheel Broom Street Sweeper

Physical Address of Equipment after Delivery : 1001 Industrial Way, King City, CA, 93930

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of March 1, 2019, between KS StateBank (Obligee) and City of King City, California (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$230,848.53
Total Number of Payments:	Twenty-Eight (28)
Number of Payments Per Year:	Four (4)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$9,649.12	\$0.00	\$9,649.12	\$229,377.80
2	01-Jun-19	\$9,649.12	\$2,670.44	\$6,978.68	\$221,867.63
3	01-Sep-19	\$9,649.12	\$2,586.19	\$7,062.93	\$214,287.43
4	01-Dec-19	\$9,649.12	\$2,500.92	\$7,148.20	\$206,636.54
5	01-Mar-20	\$9,649.12	\$2,414.62	\$7,234.50	\$198,914.31
6	01-Jun-20	\$9,649.12	\$2,327.28	\$7,321.84	\$191,120.07
7	01-Sep-20	\$9,649.12	\$2,238.89	\$7,410.23	\$183,253.14
8	01-Dec-20	\$9,649.12	\$2,149.43	\$7,499.69	\$175,312.86
9	01-Mar-21	\$9,649.12	\$2,058.89	\$7,590.23	\$167,298.53
10	01-Jun-21	\$9,649.12	\$1,967.26	\$7,681.86	\$159,209.47
11	01-Sep-21	\$9,649.12	\$1,874.52	\$7,774.60	\$151,044.98
12	01-Dec-21	\$9,649.12	\$1,780.66	\$7,868.46	\$142,804.35
13	01-Mar-22	\$9,649.12	\$1,685.67	\$7,963.45	\$134,486.88
14	01-Jun-22	\$9,649.12	\$1,589.53	\$8,059.59	\$126,091.85
15	01-Sep-22	\$9,649.12	\$1,492.23	\$8,156.89	\$117,618.54
16	01-Dec-22	\$9,649.12	\$1,393.75	\$8,255.37	\$109,066.21
17	01-Mar-23	\$9,649.12	\$1,294.09	\$8,355.03	\$100,434.13
18	01-Jun-23	\$9,649.12	\$1,193.22	\$8,455.90	\$91,721.56
19	01-Sep-23	\$9,649.12	\$1,091.14	\$8,557.98	\$82,927.74
20	01-Dec-23	\$9,649.12	\$987.82	\$8,661.30	\$74,051.92
21	01-Mar-24	\$9,649.12	\$883.26	\$8,765.86	\$65,093.33
22	01-Jun-24	\$9,649.12	\$777.43	\$8,871.69	\$56,051.21
23	01-Sep-24	\$9,649.12	\$670.33	\$8,978.79	\$46,924.77
24	01-Dec-24	\$9,649.12	\$561.93	\$9,087.19	\$37,713.22
25	01-Mar-25	\$9,649.12	\$452.23	\$9,196.89	\$28,415.78
26	01-Jun-25	\$9,649.12	\$341.20	\$9,307.92	\$19,031.64
27	01-Sep-25	\$9,649.12	\$228.83	\$9,420.29	\$9,559.99
28	01-Dec-25	\$9,649.12	\$115.07	\$9,534.05	\$0.00

City of King City, California

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of March 1, 2019, between KS StateBank (Obligee) and City of King City, California (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of King City, California

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of March 1, 2019, between KS StateBank (Obligee) and City of King City, California (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- 1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of March 1, 2019, between City of King City, California (Obligor) and KS StateBank (Obligee).
- 2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- 3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____
(Printed Name and Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____
(Printed Name of individual who signed directly above)

EXHIBIT E

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of March 1, 2019, between KS StateBank (Obligee) and City of King City, California (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

City of King City, California

Signature

Printed Name and Title



Item No. 9 (M)

REPORT TO THE CITY COUNCIL

DATE: MARCH 26, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

RE: CONSIDERATION OF ANNUAL GENERAL PLAN REPORT AND HOUSING ELEMENT ANNUAL REPORT FOR 2018

RECOMMENDATION:

It is recommended City Council review and accept the 2018 Annual General Plan Progress and Housing Element Annual Reports.

BACKGROUND:

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

DISCUSSION:

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

The State of California requires each county and city to adopt a General Plan for long-term growth. The general plan consists of a statement of development

**CITY COUNCIL
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policies and includes a map or maps and text setting forth goals and policies. It is a comprehensive long-term plan for the physical development of the county. In this sense, it is a "blueprint" for development.

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

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

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

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

COST ANALYSIS:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

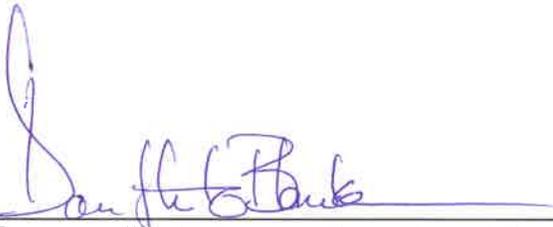
1. Review and accept the Report;
2. Amend and accept the Report;
3. Do not accept the Report, or
4. Provide other direction to staff.

Exhibit:

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

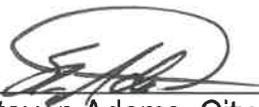
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Submitted by:



Doreen Liberto-Blanck, Department Director

Approved by:



Steven Adams, City Manager



CITY OF KING

**2018 GENERAL PLAN ANNUAL PROGRESS REPORT/HOUSING ELEMENT
ANNUAL REPORT**

March 26, 2019



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- A. Buildings Permits
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- C. Project Review

IV. Conclusion

Appendix

Attachment A – 2018 Housing Element Annual Progress Report

Introduction

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

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

A. Background

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

B. Informational Document (CEQA Review)

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

II. General Plan Implementation, Projects and Accomplishments

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

A. Land Use Element

The Land Use Element establishes the type and density of land uses and guides growth and development by presenting a plan that reflects the community's desire to maintain and enhance an enjoyable, balanced quality of life. The City's Land Use Map identifies specified land use areas, including Agriculture, Residential, Commercial, industrial and Open Space/Recreation.

This basic tenet is expressed in the community's goal:

Land Use Element Overall Goal: To provide for the orderly growth and development; to maintain a balanced community; to assure an adequate supply of suitable land for residential, commercial, industrial and other uses in order to meet

projected demand; to minimize land conflicts; channel new development into those areas that are consistent with the City's resources.

ACCOMPLISHMENTS

- *The City approved the MST South County Operations Maintenance Facility Project in the East Ranch Business Park Specific Plan (ERBP-SP) which will locate full time MST employees in King City. Buses currently travel 50 to 60 miles before serving the first significant time point in Soledad, King City, Fort Hunter Liggett or Paso Robles. Constructing a new operations and maintenance facility will save fuel and maintenance costs by starting transit service closer to where buses are housed and maintained. The new MST facility will be able to add more services to the growing South County.*

The Land Use Element also establishes goals and policies to:

- Provide agricultural employee housing.
- Work on a multi-modal transit center which will be surrounded by mixed use developments.

ACCOMPLISHMENTS

- *Adopted a Seasonal Employee Housing Ordinance.*
- *Approved Phase 2 for H2-A Housing at 218 N. First Street.*

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

ACCOMPLISHMENTS

- *The City continued to approve conditional use permits, and issue building permits for medical cannabis and cultivation businesses that will provide year-round employment.*

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

ACCOMPLISHMENTS

- *The City continued to work with TAMC and the Coast Rail Coordinating Council (CRCC) to identify funding for the MMTC.*

B Conservation, Open Space & Safety Element

The City amended the conservation, open space and safety elements in 2016, and combined the three (3) elements. Updates and amendments to these elements were primarily to make corrections and ensure consistency with the updated housing and land use elements. The open space, conservation and safety elements incorporates

goals, policies and programs that protect residents from flooding hazards by updating flood maps that incorporate the most recent Federal Emergency Management Agency flood mapping. Amendments also recommend the development of a proposed MMTC near First Street. The changes will help provide better housing, reducing vehicular trips, reducing energy consumption, reducing use of fossil fuels and improving air quality.

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

Conservation, Open Space & Safety Element Program 2.4.1.2: The City will encourage property owners of poorly maintained buildings and properties to upgrade the appearance of their buildings and to improve the landscaping including, but not limited to, the addition of drought tolerant trees and shrubs, removal of debris, painting of faded or peeling surfaces, repair of structures and other improvements and maintenance.

ACCOMPLISHMENTS

- *The City continued to allocated grant funding to improve building facades including replacing signs in the historic downtown area.*

C. Circulation Element

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

Circulation Element Policy 1.4: The City shall coordinate its transportation planning efforts with TAMC and Caltrans. City staff shall attend TAMC technical meetings as needed and shall maintain regular contact with state and regional transportation planning officials.

ACCOMPLISHMENTS

- *City staff regularly meets with and talks to TAMC, Caltrans and other transportation related officials to communicate the city's transportation needs.*

D. Noise Element

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

ACCOMPLISHMENTS

E. Housing Element

The Housing Element establishes housing objectives, policies and programs in response to community housing conditions and needs. Some of the goals and policies met during 2018 are identified below.

Housing Element Goals

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

Housing Element Policies

Housing Element Policy No. 3: Meet the housing needs of special groups of City residents, including the growing farmworker and senior populations, large families, single mothers, homeless, and the disabled.

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

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

The Housing Element also calls for the City to reduce water usage to achieve efficiency and conservation.

ACCOMPLISHMENTS

- *The City's Staff Code Enforcement Committee meets month and the City's Citizen Code Enforcement Committee meets quarterly to address code enforcement issues including housing violations. The Code Enforcement office, in cooperation with the various City departments, works on enforcing local and state laws.*
 - *The City worked with the property owner to extend a sewer main to Collegeville, an existing agricultural employee housing facility located in the unincorporated area along Lonoak Road.*
 - *The City approved the Sun Street Center, a substance use disorder treatment center for inpatient and outpatient care.*
 - *The City adopted the Water Efficiency Landscapes Ordinance (MC Chapter 15.50) which establishes water management practices.*
-

F. Economic Development Element

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

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

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

ACCOMPLISHMENTS

- *The City reduced development impact fees to make it easier for new development to locate in the city; conducted a proactive outreach campaign to encourage new businesses to locate in King City and requested input from existing businesses on what the city could do to help them profit and expand.*

III. Development Review Process Projects

During 2018, the City reviewed numerous projects through the development review process and participated in numerous planning efforts. The following summaries provide a general overview of the projects, programs and permits that were reviewed. These summaries are general and are not intended to be exhaustive.

A. Buildings Permits Issued 2018

The Building Department issued two hundred sixteen(216) Building permits during 2018. Of these, approximately eighty-six(86) were routed for reviewed by the Community Development Department for Zoning and General Plan consistency. Building permits were issued for fort-one (41) new single-family dwellings and three (3) carriage units, three (3) tenant improvements, ten (10) commercial remodels, eleven (11) residential remodels, twelve (12) residential roof-mount solar panel installations and various other projects.

B. Planning Permits

The Community Development Department processed a variety of planning permits during 2018, including but not limited to general plan amendments, rezones, conditional use permits, parcel maps, sign permits and associated environmental review documents, as needed.

During 2018, the Planning Commission reviewed the following application types:

- 18 Conditional Use Permits
- 11 Conditional Use Permit Amendment/Revisions

- 1 Tentative Tract/Parcel Maps
- 0 Lot Line Adjustment
- 1 General Plan Amendment
- 1 Rezone/Zone Change
- 1 Lot Mergers
- 16 Architectural Review
- 20 Misc. Projects such as Home Occupations, Plot Plan Reviews, Landscape Review, Pre-Application Reviews, Sign Permits, Temporary Use Permits, Variance Permits.

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

During 2018, the Community Development Department was involved in six (6) code enforcement violation cases. These cases included non-permitted uses on the property, uses that were not complying with their conditions of approval, property research/records research for cases that the Building Department and Police Department were working on. The Community Development Department coordinates Staff Code Enforcement Meetings once a month and Citizen Code Enforcement Advisory Committee quarterly and prepares agendas for both meetings. The Community Development Department also assists with meetings with the Airport Advisory Commission every other month and assists with grant management for Airport Capital Improvement Projects and reporting to the Federal Aviation Administration.

C. Project Review

The City has reviewed a variety of projects that impact land use, community design and other elements of the General Plan. The following is a summary of projects and plans, both City-sponsored and privately driven, that were reviewed by the City Council and Planning Commission during 2018.

Temporary Use Permit/Special Event Ordinance

Cannabis Odor Control Ordinance

None Storefront Cannabis Ordinance

Landscape Water Efficiency Ordinance

Seasonal Employee Housing Ordinance

Mills Ranch Specific Plan Design Manual Amendment

IV. Conclusion

The General Plan Progress Report illustrates activities undertaken by the City of King in 2018 that worked toward implementing the City's General Plan. The City has worked to progressively implement the policies outlined in each element of the City's guiding planning document as outlined in the various sections of this Progress Report. The General Plan represents the community's collective vision for preserving and improving the quality of life in the City. As noted by the accomplishments set forth in this document over the course of 2018, the City has implemented many of the collective goals and policies identified in the General Plan. The ideas, proposals and suggestions that have come to the City have all furthered the City's goal to preserve important local resources, improve the local economy, provide a variety of housing and improve the quality of life for the community.

ATTACHMENT A
(HOUSING ELEMENT PROGRESS REPORT)

Please Start Here

General Information	
Jurisdiction Name	King City
Reporting Calendar Year	2018
Contact Information	
First Name	Doreen
Last Name	Liberto
Title	Community Development Director
Email	dlibertoblanck@kingcity.com
Phone	(831) 386-5923
Mailing Address	
Street Address	212 S. Vanderhurst Avenue
City	King City
Zipcode	93930

Submittal Instructions

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 85400. There are two options for submitting APRs:

- 1. Online Annual Progress Reporting System (Preferred)** - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr-apr@opr.ca.gov.*
- 2. Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr_apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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**Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability**

Income Level	RHNA Allocation by Income Level	2											Total Units to Date (all years)	Total Remaining RHNA by Income Level			
		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025					
Very Low	Deed Restricted	43															43
	Non-Deed Restricted																
Low	Deed Restricted	28		4	2	3											9
	Non-Deed Restricted																
Moderate	Deed Restricted	33		1	5												6
	Non-Deed Restricted																
Above Moderate		76	25	30	31												86
Total RHNA		160	25	35	38	3											101
Total Units																	89

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	King City
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only			Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.			TOTAL UNITS*	TOTAL UNITS*	TOTAL UNITS*	The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ¹
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺				
Rehabilitation Activity										
Preservation of Units At-Risk										
Acquisition of Units										
Total Units by Income										

Jurisdiction	King City
Reporting Year	2018 (Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level	Current Year	
		Deed Restricted
Very Low	Non-Deed Restricted	0
	Deed Restricted	0
Low	Non-Deed Restricted	0
	Deed Restricted	0
Moderate	Non-Deed Restricted	0
	Deed Restricted	0
Above Moderate		0
Total Units		0

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

Submitted Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental		Total
	Ownership	Ownership	
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas