AGENDA

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

TUESDAY APRIL 9, 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

None

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.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 26, 2019 Council Meeting
Recommendation: approve and file.

B. City of King March 22 & 25, 2019 Invoices Paid
Recommendation: receive and file.

C. Consideration: SB 2 Planning Grant Application
Recommendation: adopt the attached Resolution authorizing application submittal of a SB 2 Planning Grants Program Fund (PGP) and authorizes the City Manager to execute the grant agreement if approved.

10. PUBLIC HEARINGS

A. Consideration: An Ordinance of the City Council of the City of King Amending Chapter 17.03, Sections 020, 040, 060, 070, 210, 230, 260, and 270, and Chapter 17.30, Section 020 and Chapter 17.31, Section 020, of Title 17 of the King City Municipal Code Pertaining to Commercial Cannabis Activity, Including Manufacturing Permits, Cannabis Activity Limitations, and Cannabis Deliveries Within the City of King
Recommendation: introduce an Ordinance amending Chapter 17.03, Sections 020, 040, 060, 070, 210, 230, 260, and 270, and Chapter 17.30, Section 020 and Chapter 17.31, Section 020, of Title 17 of the King City Municipal Code Pertaining to Commercial Cannabis Activity, Including Manufacturing Permits, Cannabis Activity Limitations, and Cannabis Deliveries Within the City of King to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

11. REGULAR BUSINESS

A. Consideration: Cannabis Business Work Permit Process
Recommendation: Approve and direct staff to implement recommendations to improve the process of issuing work permits for cannabis business employees.

B. Consideration: Contract for Conceptual Design of Downtown Plaza
Recommendation: 1) approve and authorize the City Manager to execute a professional services agreement with RRM Design Group to prepare a conceptual design for the proposed Downtown Plaza project in an amount not to exceed $50,000; and 2) authorize the City Manager to make any non-substantive changes necessary in a form approved by the City Attorney.

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. Liability Claims, by Rafael Ceja P.
   Claim against City of King
   Gov. Code Section: §54956.95

13. ADJOURNMENT

City Council Meeting
March 26, 2019

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

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

4. CLOSED SESSION ANNOUNCEMENTS:
None

5. PRESENTATIONS:

A. Recognition of 2018 Boys High School Cross Country Team -CCS Champions & 2018-19 Boys High School Soccer Team -CCS Runner-Up Champions. Coach Cavanagh spoke to the character of the cross-country team. Mayor LeBarre presented both teams with certificates of achievement.

B. Recognition of Outgoing Commissioners – Sharlene Hughes and Ricky Humphreys received certificates of appreciation for being Recreation Commissioners from 2012-2019.

C. Ciclovia, Carmen Gil, County of Monterey Health Department showed a PowerPoint presentation. One mile of Broadway will be closed to traffic and there will be activities for the public to join in with bicycles, walking buses and other activities. It is a free event. It is promoting youth health. Highschool students are participating as volunteers to help put the event on. It is Sunday April 14th, 11:00a.m. – 3:00p.m. 1st Street – Mildred Avenue.

There is an event where they paint the street and it fades after a few months and they want to know if the City Council would sign-off on it. Consensus of the Council is to go ahead and do it.

6. PUBLIC COMMUNICATIONS:
Ricardo Diaz wanted to see if we could try to deal with a couple of things that need attention. The soccer park at the skate park needs to be worked on. The field is in really bad shape. He has had players hurt on the field and the parent would be mad at him. He would like to see some fund raising to repair the field and bring out more kids. South County use to have the largest number of kids playing soccer and went down to the smallest group of kids playing after YMCA took over the program. He feels that YMCA is too pricey for some community members. Andrea Wasson did a great job however since it was such a big

program it was overwhelming. He thinks she went to YMCA as it got to be too much. He also wanted to know if there is something that could be done for Chalone Peaks for transportation to go to events as parents are not able to get off to take them to the event. The kids will stick with the sports if they have transportation to the event.

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated that HVAC equipment will be fixed at two school sites.

Council Member Acosta attended as an alternate to the Salinas Valley Solid Waste Authority.

Mayor Pro Tem Victoria he received an e-mail from the chair of the El Grito event and they will be starting meetings soon.

Council Member Cullen handed out highlights from the Special board meeting of the Salinas Solid Waste Authority. He will have the Salinas Valley Fair board meeting this coming Thursday. The poultry part of the Fair had to be canceled because of disease that is spreading. Southern Monterey County Foundation will be having the grant recipients' event on April 17th. Highschool Career day is tomorrow.

Mayor LeBarre did a tour with Carmel Councilman Jeff Baron on 3-13 of King City and he was impressed with our downtown, he attended the APTA legislative conference in Washington D.C. 3-16 to 3-19 and will attend the Fort Hunter Liggett Women/Vietnam war Ceremony 3-28.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams the re-diversion program they have been working on with the school district and Sun Street Centers. Applied for a grant with the peninsula foundation and They have revised the program so participants can be directly referred to the program, so they don't have to go through the police department. The Fair wants to start with fireworks this year on the little league field through a special event permit.

City Attorney Roy Santos he will be participating in career day at the high school tomorrow. He will be giving staff an update on CalPERS for contractors and contract employees and potential for liability.

9. CONSENT AGENDA

A. Meeting Minutes of March 12, 2019 Council Meeting
B. Successor Agency March 13, 2019 Invoices Paid
C. Consideration: A Two-Year Extension of the Rental Fee Reduction for the King City Boxing Club
D. Consideration: A Corrective Grant Deed for Hartnell College Community District
E. Consideration: Wastewater Rate Increase Public Hearing Notice Authorization
F. Consideration: Resolution of the City Council of the City of King Establishing City Policies and Procedures Governing Small Wireless Facilities ("SWF's").
G. Consideration: Commissioner, Committee and Board Appointments
H. Consideration: Human Resources Position Change
I. Consideration: Expansion of Targeted Employment Area to Include Arboleda Development
J. Consideration: King City Community Power Rate Schedule
K. Consideration: Extension of Exclusive Authorization to Sell Agreement for Property at 1023 Broadway Street
L. Consideration: Resolution Authorizing the Lease/Purchase Financing for the New Street Sweeper

M. Consideration: Annual General Plan Report and Housing Element Annual Report for 2018

Mayor LeBarre pulled Item E for clarification.

Action: Motion to approve consent agenda items A-D and F-M 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 gave clarification on Item E explaining that due to timing we may need to do the public hearing the first City Council meeting in June due to getting the notices printed, addressed and mailed out.

Action: Motion to approve consent agenda item E with the Council 's consent to perform the Public Hearing as necessary to comply with Prop 218 by Cullen and seconded by Victoria.

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

10. PUBLIC HEARINGS:

A. None

11. REGULAR BUSINESS:

A. None

Mayor LeBarre adjourned to closed session, 7:25p.m.

12. CITY COUNCIL CLOSED SESSION

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

ADJOURNMENT:

Mayor LeBarre adjourned the regular meeting at 8:00p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 9, 2019**

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

FROM: **MIKE HOWARD, FINANCE DIRECTOR**

RE: **CONSIDERATION OF CITY OF KING MARCH 22 & 25, 2019 INVOICES PAID**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Edit List of Invoices – Detail W/GL

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

March 22, 2019 (FY 2018-19)

Date: 03/22/2019
Time: 8:05 am
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KING CITY CITY HALL

Ref. No. / Vendor No.	Vendor Name / Vendor Address / City / State/Province Zip/Postal / Email Address	Post Date / Pay. Date / Disc. Date / Due Date / Inv. Date	PO Number / Req. No. / Disc. % / Invoice No.	Bank / Hold? / Sep. Ck.? / 1099?	Invoice Description Line 2 / Invoice Description Line 2 / Use Description 1 On Check / Hand Check Number/Date	Gross Amount / Taxes Withheld / Discount / Net Amount
	A T & T	03/22/2019		WFB	Telco Svc - #051 932-4080 001	
	P O BOX 105068	03/22/2019		N		20.47
75478	ATLANTA	03/03/2019		N	N	0.00
AT&T-GA	GA 30348-5068	03/03/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/03/2019	03032019			20.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-541.103	Telephone	20.47	0.00
Distribution Total		20.47	0.00

Vendor Total: 20.47

	ACE HIGH DESIGNS INC	03/22/2019		WFB	Jackets	
	400 SALINAS STREET	03/22/2019		N		88.43
75472	SALINAS	03/05/2019		N	N	0.00
ACEHIGH	CA 93901	03/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/05/2019	15753			88.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.109	Uniforms	88.43	0.00
Distribution Total		88.43	0.00

Vendor Total: 88.43

	ALCANTAR HARDWARE INC	03/22/2019		WFB	Key for Rodeo Restrooms.	
	600 BROADWAY ST	03/22/2019		N		16.17
75474	KING CITY	03/06/2019		N	N	0.00
KCTVHARD	CA 93930	03/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/06/2019	503153			16.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	16.17	0.00
Distribution Total		16.17	0.00

	ALCANTAR HARDWARE INC	03/22/2019		WFB	Shop Ladder for Corp Yard.	
	600 BROADWAY ST	03/22/2019		N		205.66
75475	KING CITY	03/08/2019		N	N	0.00
KCTVHARD	CA 93930	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	503243			205.66

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-522.102	Janitorial Supplies	205.66	0.00
Distribution Total		205.66	0.00

	ALCANTAR HARDWARE INC	03/22/2019		WFB	Supplies for LandScapers.	
	600 BROADWAY ST	03/22/2019		N		44.35
75476	KING CITY	03/08/2019		N	N	0.00
KCTVHARD	CA 93930	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	503257			44.35

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	44.35	0.00
Distribution Total		44.35	0.00

	ALCANTAR HARDWARE INC	03/22/2019		WFB	Janitorial Supplies	
	600 BROADWAY ST	03/22/2019		N		15.13
75537	KING CITY	03/08/2019		N	N	0.00
KCTVHARD	CA 93930	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	503261			15.13

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	ALVAREZ TECHNOLOGY GROUP	03/22/2019		WFB	Council Chamber AV System	
	P O BOX 965	03/22/2019		N		6,037.20
75467	SALINAS	03/08/2019		N	N	0.00
ALVAREZ	CA 93902	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	50533			6,037.20

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-522.102	Janitorial Supplies	15.13	0.00
Distribution Total		15.13	0.00

Vendor Total: 281.31

	AMERICAN PUBLIC WORKS ASS(	03/22/2019		WFB	Annual Membership Dues	
	P O BOX 802296	03/22/2019		N		680.00
75470	KANSAS CITY	03/07/2019		N	N	0.00
A P W A	MO 64180-2296	03/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/07/2019	03072019			680.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-552.000	Dues & Memberships	680.00	0.00
Distribution Total		680.00	0.00

Vendor Total: 680.00

	AMERICAN RIVER BENEFIT ADM	03/22/2019		WFB	Life Insurance - Group 8471	
	3435 AMERICAN RIVER DRIVE	03/22/2019		N		128.52
75468	SACRAMENTO	03/06/2019		N	N	0.00
ARBA	CA 95864-5743	03/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/06/2019	Apr 2019			128.52

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-515.060	Life/AD&D/LTD	128.52	0.00
Distribution Total		128.52	0.00

Vendor Total: 128.52

	AMERICAN SUPPLY CO.	03/22/2019		WFB	Janitorial Supply	
	P O BOX 2026	03/22/2019		N		610.37
75473	SALINAS,	02/21/2019		N	N	0.00
AM SUPPLY	CA 93902	02/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/21/2019	2839882			610.37

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-522.102	Janitorial Supplies	610.37	0.00
Distribution Total		610.37	0.00

Vendor Total: 610.37

Edit List of Invoices - Detail w/GL

March 22, 2019 (FY 2018-19)

KING CITY CITY HALL

Ref. No. / Vendor No.	Vendor Name / Vendor Address / City / State/Province Zip/Postal / Email Address	Post Date / Pay. Date / Disc. Date / Due Date / Inv. Date	PO Number / Req. No. / Disc. % / Invoice No.	Bank / Hold? / Sep. Ck.? / 1099?	Invoice Description Line 2 / Invoice Description Line 2 / Use Description 1 On Check / Hand Check Number/Date	Gross Amount / Taxes Withheld / Discount / Net Amount
	AT & T	03/22/2019		WFB	City Hall - #831 386-9066 718	
	PO BOX 5025	03/22/2019		N		242.91
75471	CAROL STREAM	02/20/2019		N	N	0.00
AT & T	IL 60197-5025	02/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/20/2019	02202019			242.91

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	242.91	0.00
Distribution Total		242.91	0.00

	AT & T	03/22/2019		WFB	Telephone -	
	PO BOX 5025	03/22/2019		N	#960 739-3158 555 0	192.27
75477	CAROL STREAM	03/10/2019		N	N	0.00
AT & T	IL 60197-5025	03/10/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/10/2019	03102019			192.27

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	192.27	0.00
Distribution Total		192.27	0.00

Vendor Total: 435.18

	ART BLACK	03/22/2019		WFB	Business Fire Inspections -	
	P O BOX 7168	03/22/2019		N	Annual Fire	3,500.00
75479	CARMEL-BY-THE-SEA	02/23/2019		N	N	0.00
CARMEL FIR	CA 93921	02/23/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/23/2019	02232019			3,500.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-533.000	Contract Services	3,500.00	0.00
Distribution Total		3,500.00	0.00

	ART BLACK	03/22/2019		WFB	Fire Inspections	
	P O BOX 7168	03/22/2019		N	Billing Cycle 19E	1,250.00
75480	CARMEL-BY-THE-SEA	03/06/2019		N	N	0.00
CARMEL FIR	CA 93921	03/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	03/06/2019	2019 Inspections			1,250.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-533.000	Contract Services	1,250.00	0.00
Distribution Total		1,250.00	0.00

Vendor Total: 4,750.00

	BOUTIQUE UNLIMITED	03/22/2019		WFB	Refund requested, no	
	151 AIRPORT DR	03/22/2019		N	processing needed.	300.00
75481	KING CITY	03/21/2019		N	N	0.00
BOUTIQUE	CA 93930	03/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/21/2019	03212019			300.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.153	Cannabis Background Payable	150.00	0.00
10-000-432.500	Cannabis Background Fee	150.00	0.00
Distribution Total		300.00	0.00

Vendor Total: 300.00

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	CALIFORNIA WATER SERVICE CC	03/22/2019		WFB	Water Service -	
	P. O. BOX 51967	03/22/2019		N	#4640266666	9,191.47
75482	LOS ANGELES	03/11/2019		N	N	0.00
CAL WATER	CA 90051-6267	03/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/11/2019	03112019			9,191.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-541.101	Water	258.30	0.00
10-422-541.101	Water	136.68	0.00
10-311-541.101	Water	34.48	0.00
10-426-541.101	Water	1,045.75	0.00
10-426-541.101	Water	5,384.99	0.00
10-426-541.101	Water	526.62	0.00
10-620-541.101	Water	346.12	0.00
15-440-541.101	Water	42.65	0.00
10-161-541.101	Water	533.02	0.00
10-321-541.101	Water	273.40	0.00
10-426-541.101	Water	609.46	0.00
Distribution Total		9,191.47	0.00

Vendor Total: 9,191.47

	CAROLLO ENGINEERS, INC	03/22/2019		WFB	Recycled Water Study.	
	P O BOX 30835	03/22/2019		N		6,544.20
75490	SALT LAKE CITY	03/14/2019		N	N	0.00
CAROLLO	UT 84130-0835	03/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/14/2019	10998A.00			6,544.20

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	6,544.20	0.00
Distribution Total		6,544.20	0.00

Vendor Total: 6,544.20

	CLIFTON T. UMSTEAD	03/22/2019		WFB	Generator Upgrade	
	P O BOX 2482	03/22/2019		N		17,800.00
75486	KING CITY	03/19/2019		N	N	0.00
UMSTEAD EL	CA 93930	03/19/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	03/19/2019	4045			17,800.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.000	Operating Supplies	17,800.00	0.00
Distribution Total		17,800.00	0.00

Vendor Total: 17,800.00

	COLLEGE OF THE SEQUOIAS	03/22/2019		WFB	Training Officer Brennan	
	ATTN: CARLA MANGRUM	03/22/2019		N	Class #1706	145.00
75485	VISALIA	03/06/2019		N	N	0.00
COLLSEQ	CA 93277	03/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/06/2019	0110-SDL-502			145.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	145.00	0.00
Distribution Total		145.00	0.00

Vendor Total: 145.00

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	CONATSER WELDING & MACHINE	03/22/2019		WFB	U Brackets for Rain for	
	132 LYNN STREET	03/22/2019		N	Rent Pump.	61.53
75489	KING CITY	02/13/2019		N	N	0.00
CONATSER	CA 93930-0277	02/13/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/13/2019	79625			61.53

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-522.000	Operating Supplies	61.53	0.00
Distribution Total		61.53	0.00

Vendor Total: 61.53

	CSG CONSULTANTS INC	03/22/2019		WFB	Bldg Services	
	550 PILGRIM DRIVE	03/22/2019		N		125.00
75483	FOSTER CITY	03/01/2019		N	N	0.00
CSGCON	CA 94404	03/01/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/01/2019	B190189			125.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	125.00	0.00
Distribution Total		125.00	0.00

	CSG CONSULTANTS INC	03/22/2019		WFB	Building Official Services	
	550 PILGRIM DRIVE	03/22/2019		N		15,750.00
75484	FOSTER CITY	03/08/2019		N	N	0.00
CSGCON	CA 94404	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	23485			15,750.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	15,750.00	0.00
Distribution Total		15,750.00	0.00

Vendor Total: 15,875.00

	DEPARTMENT OF JUSTICE	03/22/2019		WFB	Fingerprints -	
	CASHIERING UNIT	03/22/2019		N	#146165	205.00
75491	SACRAMENTO	03/04/2019		N	N	0.00
DEPT ACCNT	CA 94244-2550	03/04/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/04/2019	361243			205.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.311	DOJ Fingerprint Checks	205.00	0.00
Distribution Total		205.00	0.00

Vendor Total: 205.00

	JOVANY GARCIA	03/22/2019		WFB	Basketball - 11 @ $12	
	101 RIVER DR.	03/22/2019		N		132.00
75493	KING CITY	03/13/2019		N	N	0.00
GARCIAJ	CA 93930	03/13/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	03/13/2019	03132019			132.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	132.00	0.00
Distribution Total		132.00	0.00

Vendor Total: 132.00

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	GONZALES IRRIGATION SYSTEM	03/22/2019		WFB	PVC Pipe for Repairs.	
	P.O. DRAWER BB	03/22/2019		N		10.28
75492	GONZALES	02/25/2019		N	N	0.00
GIS	CA 93926	02/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/25/2019	KC102656			10.28

GL Number	Account Name	Pay Amount	Relieve Amount
10-430-543.200	Equipment Repair & Maintenance	10.28	0.00
Distribution Total		10.28	0.00

Vendor Total: 10.28

	GREEN LINE	03/22/2019		WFB	Cleaning of sewer lines.	
	1128-A MADISON LANE	03/22/2019		N		1,760.00
75523	SALINAS	03/01/2019		N	N	0.00
GREEN L	CA 93907	03/01/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/01/2019	13063696			1,760.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-538.000	Professional Services	1,760.00	0.00
Distribution Total		1,760.00	0.00

	GREEN LINE	03/22/2019		WFB	Clean man holes by Green	
	1128-A MADISON LANE	03/22/2019		N	line sewer.	1,760.00
75524	SALINAS	02/21/2019		N	N	0.00
GREEN L	CA 93907	02/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/21/2019	13047053			1,760.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-538.000	Professional Services	1,760.00	0.00
Distribution Total		1,760.00	0.00

Vendor Total: 3,520.00

	HYDRO TURF, INC.	03/22/2019		WFB	Small Tools	
	750 WORK STREET	03/22/2019		N		500.43
75494	SALINAS	03/08/2019		N	N	0.00
HYDRO TURF	CA 93901	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	1711598			500.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	500.43	0.00
Distribution Total		500.43	0.00

Vendor Total: 500.43

	INTEGRATED CROP MANAGEMEI	03/22/2019		WFB	Weed Controller for WWP	
	635 SANBORN PLACE, SUITE 22	03/22/2019		N		989.75
75495	SALINAS	02/28/2019		N	N	0.00
ICMC	CA 93901	02/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/28/2019	266555			989.75

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	989.75	0.00
Distribution Total		989.75	0.00

Vendor Total: 989.75

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	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 112	74.26
75496	KING CITY	02/01/2019		N	N	0.00
TIRE KING	CA 93930	02/01/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/01/2019	68661			74.26

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	74.26	0.00
Distribution Total		74.26	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 112	278.42
75497	KING CITY	02/02/2019		N	N	0.00
TIRE KING	CA 93930	02/02/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/02/2019	68878			278.42

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	278.42	0.00
Distribution Total		278.42	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 101	138.79
75498	KING CITY	02/04/2019		N	N	0.00
TIRE KING	CA 93930	02/04/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/04/2019	68690			138.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	138.79	0.00
Distribution Total		138.79	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 111	584.72
75499	KING CITY	02/05/2019		N	N	0.00
TIRE KING	CA 93930	02/05/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/05/2019	68699			584.72

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	584.72	0.00
Distribution Total		584.72	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 105	112.27
75500	KING CITY	02/07/2019		N	N	0.00
TIRE KING	CA 93930	02/07/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/07/2019	68723			112.27

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	112.27	0.00
Distribution Total		112.27	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 112	36.11
75501	KING CITY	02/11/2019		N	N	0.00
TIRE KING	CA 93930	02/11/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/11/2019	68750			36.11

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	36.11	0.00

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Distribution Total					36.11	0.00
	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 112	671.09
75502	KING CITY	02/20/2019		N	N	0.00
TIRE KING	CA 93930	02/20/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/20/2019	68827			671.09

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	671.09	0.00
Distribution Total		671.09	0.00

	JOSE RODRIGUEZ	03/22/2019		WFB	Vehicle Repairs -	
	112 SOUTH FIRST STREET	03/22/2019		N	Unit 112	159.42
75503	KING CITY	02/22/2019		N	N	0.00
TIRE KING	CA 93930	02/22/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/22/2019	68831			159.42

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	159.42	0.00
Distribution Total		159.42	0.00

Vendor Total: 2,055.08

	KENT M. KAWAGOE, PH.D.	03/22/2019		WFB	Psych Exams -2	
	5740 N PALM AVE., SUITE 105	03/22/2019		N		650.00
75505	FRESNO	12/31/2018		N	N	0.00
KAWAGOE	CA 93704	12/31/2018	0.00	Y	0	0.00
	<Emailing Stub Disabled>	12/31/2018	December 2018			650.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-558.316	IA Investigations	650.00	0.00
Distribution Total		650.00	0.00

Vendor Total: 650.00

	KING CITY COMMUNICATIONS CC	03/22/2019		WFB	Promotion of Wastewater	
	ATTN: MICHELLE FAHNOE	03/22/2019		N	Rate Workshop	50.00
75506	SAN LUIS OBISPO	03/08/2019		N	N	0.00
KRKC	CA 93401	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	2920004748			50.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-538.000	Professional Services	50.00	0.00
Distribution Total		50.00	0.00

	KING CITY COMMUNICATIONS CC	03/22/2019		WFB	Advertising	
	ATTN: MICHELLE FAHNOE	03/22/2019		N		166.66
75507	SAN LUIS OBISPO	03/08/2019		N	N	0.00
KRKC	CA 93401	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	1920002254			166.66

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	166.66	0.00
Distribution Total		166.66	0.00

Vendor Total: 216.66

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	KING CITY INDUSTRIAL SUPPLY	03/22/2019		WFB	Rain Gear	
	132 LYNN STREET	03/22/2019		N		24.84
75487	KING CITY,	02/14/2019		N	N	0.00
KC IND	CA 93930	02/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/14/2019	298885			24.84

GL Number	Account Name	Pay Amount	Relieve Amount
10-428-522.109	Uniforms	24.84	0.00
Distribution Total		24.84	0.00

	KING CITY INDUSTRIAL SUPPLY	03/22/2019		WFB	Operating Supplies for Street	
	132 LYNN STREET	03/22/2019		N	Painters.	33.54
75488	KING CITY,	02/11/2019		N	N	0.00
KC IND	CA 93930	02/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/11/2019	299241			33.54

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.000	Contract Services/Rentals	33.54	0.00
Distribution Total		33.54	0.00

Vendor Total: 58.38

	KS STATEBANK	03/22/2019		WFB	Street Sweeper	
	P O BOX 69	03/22/2019		N	#3354913	9,649.12
75504	MANHATTAN	02/28/2019		N	N	0.00
KSSTATE	KS 66505-0069	02/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/28/2019	02282019			9,649.12

GL Number	Account Name	Pay Amount	Relieve Amount
10-424-581.413	Principal Payment	9,649.12	0.00
Distribution Total		9,649.12	0.00

Vendor Total: 9,649.12

	BRENNAN LUX	03/22/2019		WFB	FTO Update School.	
		03/22/2019		N	Mileage	121.39
75508		02/07/2019		N	N	0.00
LUX		02/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/07/2019	02072019			121.39

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	121.39	0.00
Distribution Total		121.39	0.00

Vendor Total: 121.39

	MBASIA	03/22/2019		WFB	Liability Claim	
	100 PINE STREET, 11TH FLOOR	03/22/2019		N		284.56
75509	SAN FRANCISCO	03/08/2019		N	N	0.00
M BASIA	CA 94111	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	MBA17-1028Req #8			284.56

GL Number	Account Name	Pay Amount	Relieve Amount
10-261-555.102	Liability Claims (SIR)	284.56	0.00
Distribution Total		284.56	0.00

Vendor Total: 284.56

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	NOR-CAL ASA	03/22/2019		WFB	USA Softball	
	P.O. BOX 2829	03/22/2019		N		36.95
75510	FAIR OAKS	03/14/2019		N	N	0.00
NOR-CAL AS	CA 95628	03/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/14/2019	354784			36.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-522.000	Operating Supplies	36.95	0.00
Distribution Total		36.95	0.00

Vendor Total: 36.95

	PENINSULA PURE WATER INC.	03/22/2019		WFB	Water - Police Dept	
	PO BOX 1090	03/22/2019		N		37.75
75512	SALINAS	03/01/2019		N	N	0.00
PURE WATEF	CA 93902	03/01/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/01/2019	337104			37.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-541.101	Water	37.75	0.00
Distribution Total		37.75	0.00

Vendor Total: 37.75

	PETTY CASH KCPD	03/22/2019		WFB	Petty Cash Replacement	
	KCPD PETTY CASH DRAWER	03/22/2019		N		407.03
75511	KING CITY	03/11/2019		N	N	0.00
PETTY	CA 93930	03/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/11/2019	03112019			407.03

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.302	Gasoline	30.00	0.00
10-161-543.204	Office Equipment Maintenance	264.18	0.00
10-121-551.000	Conference, Travel & Meals	35.00	0.00
10-161-521.000	Office Supplies	6.50	0.00
10-161-521.000	Office Supplies	53.93	0.00
10-161-521.000	Office Supplies	17.42	0.00
Distribution Total		407.03	0.00

Vendor Total: 407.03

	PG&E	03/22/2019		WFB	Utility - #3845488588-0	
	P.O. BOX 997300	03/22/2019		N		22,037.16
75513	SACRAMENTO	03/11/2019		N	N	0.00
PAC	CA 95899-7300	03/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/11/2019	03112019			22,037.16

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.102	Gas & Electricity	1,376.15	0.00
10-311-541.102	Gas & Electricity	1,594.54	0.00
10-321-541.102	Gas & Electricity	1,020.87	0.00
10-620-541.102	Gas & Electricity	2,402.03	0.00
22-427-541.102	Gas & Electricity	7,085.20	0.00
10-426-541.102	Gas & Electricity	833.63	0.00
10-430-541.102	Gas & Electricity	674.82	0.00
36-465-541.102	Gas & Electricity	261.07	0.00
10-621-541.102	Gas & Electricity	376.79	0.00
15-440-541.102	Gas & Electricity	1,052.48	0.00
18-412-541.102	Gas & Electricity	5,359.58	0.00

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Distribution Total						22,037.16 / 0.00
					Vendor Total:	22,037.16
	S & L INVESTMENT	03/22/2019		WFB	Uniforms	
	221 GRIFFIN STREET	03/22/2019		N		849.47
75515	SALINAS	02/11/2019		N	N	0.00
SALVALP	CA 93901	02/11/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/11/2019	295610			849.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	849.47	0.00
Distribution Total		849.47	0.00
		Vendor Total:	849.47

	SO CO NEWSPAPERS	03/22/2019		WFB	Pool Ads.	
	P.O. BOX 710	03/22/2019		N		240.00
75516	KING CITY	02/20/2019		N	N	0.00
SO CO NEWS	CA 93930	02/20/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/20/2019	138877			240.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-535.111	Advertising	240.00	0.00
Distribution Total		240.00	0.00

	SO CO NEWSPAPERS	03/22/2019		WFB	Rec Commission	
	P.O. BOX 710	03/22/2019		N		144.00
75517	KING CITY	02/06/2019		N	N	0.00
SO CO NEWS	CA 93930	02/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/06/2019	138770			144.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	144.00	0.00
Distribution Total		144.00	0.00

	SO CO NEWSPAPERS	03/22/2019		WFB	Pool Ads	
	P.O. BOX 710	03/22/2019		N		240.00
75518	KING CITY	02/13/2019		N	N	0.00
SO CO NEWS	CA 93930	02/13/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/13/2019	138799			240.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-535.111	Advertising	240.00	0.00
Distribution Total		240.00	0.00

	SO CO NEWSPAPERS	03/22/2019		WFB	Commission & Committee Vac	
	P.O. BOX 710	03/22/2019		N		204.00
75519	KING CITY	02/13/2019		N	N	0.00
SO CO NEWS	CA 93930	02/13/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/13/2019	138796			204.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	204.00	0.00
Distribution Total		204.00	0.00
		Vendor Total:	828.00

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	SOCIAL VOCATIONAL SERVICES	03/22/2019		WFB	Janitorial/Carwash Service	
	3555 TORRANCE BOULEVARD	03/22/2019		N		865.00
75521	TORRANCE	02/28/2019		N	N	0.00
SVSCLIENT	CA 90503	02/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/28/2019	25B1906-IN			865.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.102	Janitorial Service	865.00	0.00
Distribution Total		865.00	0.00
		Vendor Total:	865.00

	SOUTH MONTEREY COUNTY JUH	03/22/2019		WFB	Use of HS Gym	
	800 BROADWAY	03/22/2019		N		150.48
75520	KING CITY	03/08/2019		N	N	0.00
SMCJUHSD	CA 93930	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	19-00028			150.48

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-542.101	Building Lease	150.48	0.00
Distribution Total		150.48	0.00
		Vendor Total:	150.48

	THE SALINAS CALIFORNIAN #107	03/22/2019		WFB	Inclusionary Housing	
	P O BOX 677371	03/22/2019		N	Requirements.	244.89
75522	DALLAS	02/16/2019		N	N	0.00
SAL CAL	TX 75267-7371	02/16/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/16/2019	0003390101			244.89

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-554.102	Public Notices	244.89	0.00
Distribution Total		244.89	0.00
		Vendor Total:	244.89

	THE SPCA FOR MONTEREY COUI	03/22/2019		WFB	Stray W No ID-Surrender	
	P O BOX 3058	03/22/2019		N		1,395.00
75526	MONTEREY	02/28/2019		N	N	0.00
SPCA	CA 93942	02/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/28/2019	02-19			1,395.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	1,395.00	0.00
Distribution Total		1,395.00	0.00
		Vendor Total:	1,395.00

	TORO PETROLEUM CORP.	03/22/2019		WFB	Gasoline - Acct #6835	
	308 W. MARKET ST.	03/22/2019		N		1,214.67
75525	SALINAS	02/28/2019		N	N	0.00
TORO	CA 93901	02/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/28/2019	CL16997			1,214.67

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	1,214.67	0.00
Distribution Total		1,214.67	0.00

Ref. No. / Vendor No.	Vendor Name / Vendor Address / City / State/Province Zip/Postal / Email Address	Post Date / Pay. Date / Disc. Date / Due Date / Inv. Date	PO Number / Req. No. / Disc. % / Invoice No.	Bank / Hold? / Sep. Ck.? / 1099?	Invoice Description Line 2 / Invoice Description Line 2 / Use Description 1 On Check / Hand Check Number/Date	Gross Amount / Taxes Withheld / Discount / Net Amount
	TORO PETROLEUM CORP.	03/22/2019		WFB	Fuel and Oil.	
	308 W. MARKET ST.	03/22/2019		N	Acct #1679	1,017.76
75527	SALINAS	03/15/2019		N	N	0.00
TORO	CA 93901	03/15/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/15/2019	CL17236			1,017.76

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-543.302	Gasoline	37.64	0.00
10-422-543.302	Gasoline	191.58	0.00
10-426-543.302	Gasoline	40.84	0.00
18-412-543.305	Diesel Fuel	61.97	0.00
22-423-543.302	Gasoline	573.16	0.00
22-424-543.302	Gasoline	112.57	0.00
Distribution Total		1,017.76	0.00

Vendor Total: 2,232.43

	U.S. BANCORP EQUIPMENT FINA	03/22/2019		WFB	City Hall Copier -	
	P.O. BOX 790448	03/22/2019		N	#1152697	315.67
75531	ST LOUIS	03/12/2019		Y	N	0.00
U.S. BANCO	MO 63179-0448	03/12/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/12/2019	380215244			315.67

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.201	Copier Maintenance	315.67	0.00
Distribution Total		315.67	0.00

	U.S. BANCORP EQUIPMENT FINA	03/22/2019		WFB	Copier Contract -	
	P.O. BOX 790448	03/22/2019		N	#1152697	559.62
75532	ST LOUIS	03/08/2019		Y	N	0.00
U.S. BANCO	MO 63179-0448	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	380064014			559.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.201	Copier Maintenance	559.62	0.00
Distribution Total		559.62	0.00

Vendor Total: 875.29

	U.S. BANK CORP PAYMENT SYST	03/22/2019		WFB	Various Charges - #3482	
	P.O. BOX 790428	03/22/2019		N		1,945.21
75528	ST. LOUIS	02/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	02/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/06/2019	02062019MO			1,945.21

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.000	Operating Supplies	74.00	0.00
10-321-553.000	Training	1,645.70	0.00
10-321-522.000	Operating Supplies	47.28	0.00
10-321-522.000	Operating Supplies	69.99	0.00
10-321-553.000	Training	108.24	0.00
Distribution Total		1,945.21	0.00

	U.S. BANK CORP PAYMENT SYST	03/22/2019		WFB	Various Charges - #6938	
	P.O. BOX 790428	03/22/2019		N		296.20
75529	ST. LOUIS	03/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	03/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/06/2019	03062019AW			296.20

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

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.000	Operating Supplies	9.08	0.00
10-620-522.000	Operating Supplies	11.60	0.00
10-620-522.000	Operating Supplies	68.19	0.00
10-620-522.000	Operating Supplies	63.60	0.00
10-161-521.000	Office Supplies	80.56	0.00
10-621-522.000	Operating Supplies	29.19	0.00
10-620-522.132	Swimming Pool Chemicals	33.98	0.00
Distribution Total		296.20	0.00

	U.S. BANK CORP PAYMENT SYST	03/22/2019		WFB	Various Charges - #8380	
	P.O. BOX 790428	03/22/2019		N		1,351.24
75530	ST. LOUIS	03/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	03/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/06/2019	03062019SA			1,351.24

GL Number	Account Name	Pay Amount	Relieve Amount
41-161-523.000	Computers & Printers	1,160.17	0.00
10-121-522.131	Recruitment Expenses	20.00	0.00
10-111-535.107	Community Promotion	16.08	0.00
10-121-522.131	Recruitment Expenses	20.00	0.00
10-121-523.000	Computers & Printers	14.99	0.00
10-231-553.000	Training	60.00	0.00
10-231-553.000	Training	60.00	0.00
Distribution Total		1,351.24	0.00

Vendor Total: 3,592.65

	VERIZON WIRELESS	03/22/2019		WFB	Cell Phone -	
	P.O. BOX 660108	03/22/2019		N	#316524625-00001	437.45
75533	DALLAS	03/12/2019		N	N	0.00
VERIZON WI	TX 75266-0108	03/12/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/12/2019	9826039215			437.45

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-541.108	Cellular Telephone	301.38	0.00
10-161-541.108	Cellular Telephone	0.18	0.00
10-321-541.108	Cellular Telephone	26.86	0.00
10-422-541.108	Cellular Telephone	82.42	0.00
10-621-541.108	Cellular Telephone	26.61	0.00
Distribution Total		437.45	0.00

Vendor Total: 437.45

	WEDGE & FOBES INVESTIGATIOI	03/22/2019		WFB	Investigation Serv	
	P O BOX 503393	03/22/2019		N		1,986.70
75536	SAN DIEGO	01/07/2019		N	N	0.00
WEDGE	CA 92150-3393	01/07/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	01/07/2019	18-22			1,986.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-558.316	IA Investigations	1,986.70	0.00
Distribution Total		1,986.70	0.00

Vendor Total: 1,986.70

Edit List of Invoices - Detail w/GL

March 22, 2019 (FY 2018-19)

KING CITY CITY HALL

Ref. No. / Vendor No.	Vendor Name / Vendor Address / City / State/Province Zip/Postal / Email Address	Post Date / Pay. Date / Disc. Date / Due Date / Inv. Date	PO Number / Req. No. / Disc. % / Invoice No.	Bank / Hold? / Sep. Ck.? / 1099?	Invoice Description Line 2 / Invoice Description Line 2 / Use Description 1 On Check / Hand Check Number/Date	Gross Amount / Taxes Withheld / Discount / Net Amount
	WESTERN OILFIELDS SUPPLY C(	03/22/2019		WFB	Pump Rental for Storm	
	FILE 52541	03/22/2019		N	Flood.	2,644.53
75514	LOS ANGELES	02/20/2019		N	N	0.00
RAIN FOR R	CA 90074-2541	02/20/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	02/20/2019	1314198			2,644.53

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-556.000	Contract Services/Rentals	2,644.53	0.00
Distribution Total		2,644.53	0.00

Vendor Total: 2,644.53

	WM J. CLARK TRUCKING SVC, IN	03/22/2019		WFB	Sand for CreekBridge Park	
	P.O. BOX 682	03/22/2019		N	Field.	1,023.92
75534	KING CITY,	02/22/2019		N	N	0.00
WM J. CLAR	CA 93930	02/22/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/22/2019	369119			1,023.92

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.200	Equipment Repair & Maintenance	1,023.92	0.00
Distribution Total		1,023.92	0.00

	WM J. CLARK TRUCKING SVC, IN	03/22/2019		WFB	D G for Little League Field.	
	P.O. BOX 682	03/22/2019		N		121.46
75535	KING CITY,	02/25/2019		N	N	0.00
WM J. CLAR	CA 93930	02/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/25/2019	369129			121.46

GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.200	Equipment Repair & Maintenance	121.46	0.00
Distribution Total		121.46	0.00

Vendor Total: 1,145.38

Grand Total:	121,107.49
Less Credit Memos:	0.00
Net Total:	121,107.49
Less Hand Check Total:	0.00
Outstanding Invoice Total:	121,107.49

Total Invoices: 70

Edit List of Invoices - Detail w/GL

March 25, 2019 (FY 2018-19)

Date: 03/25/2019
Time: 9:26 am
Page 1

KING CITY CITY HALL

Ref. No. / Vendor No.	Vendor Name / Vendor Address / City / State/Province Zip/Postal / Email Address	Post Date / Pay. Date / Disc. Date / Due Date / Inv. Date	PO Number / Req. No. / Disc. % / Invoice No.	Bank / Hold? / Sep. Ck.? / 1099?	Invoice Description Line 2 / Invoice Description Line 2 / Use Description 1 On Check / Hand Check Number/Date	Gross Amount / Taxes Withheld / Discount / Net Amount
	ALVAREZ TECHNOLOGY GROUP	03/25/2019		WFB	Adobe Fillable Forms Help	
	P O BOX 965	03/25/2019		N		37.50
75540	SALINAS	03/08/2019		N	N	0.00
ALVAREZ	CA 93902	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	50541			37.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	37.50	0.00
Distribution Total		37.50	0.00

	ALVAREZ TECHNOLOGY GROUP	03/25/2019		WFB	Install Printer by Front	
	P O BOX 965	03/25/2019		N	Counter.	175.50
75541	SALINAS	03/08/2019		N	N	0.00
ALVAREZ	CA 93902	03/08/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/08/2019	50546			175.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	175.50	0.00
Distribution Total		175.50	0.00

	ALVAREZ TECHNOLOGY GROUP	03/25/2019		WFB	Reset Email for	
	P O BOX 965	03/25/2019		N	C DeLeon.	37.50
75542	SALINAS	02/20/2019		N	N	0.00
ALVAREZ	CA 93902	02/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	02/20/2019	50257			37.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	37.50	0.00
Distribution Total		37.50	0.00

Vendor Total: 250.50

	LS DE LLC	03/25/2019		WFB	Monthly Phone Service	
	P O BOX 748613	03/25/2019		N		923.23
75538	LOS ANGELES	01/23/2019		N	N	0.00
XTEL	CA 90074-8613	01/23/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	01/23/2019	42676			923.23

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	923.23	0.00
Distribution Total		923.23	0.00

	LS DE LLC	03/25/2019		WFB	Monthly Phone Service	
	P O BOX 748613	03/25/2019		N		923.23
75539	LOS ANGELES	03/19/2019		N	N	0.00
XTEL	CA 90074-8613	03/19/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/19/2019	42801			923.23

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	923.23	0.00
Distribution Total		923.23	0.00

Vendor Total: 1,846.46

Edit List of Invoices - Detail w/GL

March 25, 2019 (FY 2018-19)

KING CITY CITY HALL

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

Grand Total:	2,096.96
Less Credit Memos:	0.00
Net Total:	2,096.96
Less Hand Check Total:	0.00
Outstanding Invoice Total:	2,096.96

Total Invoices: 5

KING CITY
CALIFORNIA

Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 9, 2019**

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

RE: **CONSIDERATION OF SB 2 PLANNING GRANT APPLICATION**

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing application submittal of a SB 2 Planning Grants Program Fund (PGP) and authorizes the City Manager to execute the grant agreement if approved.

BACKGROUND:

On March 29, 2019, the Department of Housing and Community Development (Department) announced release of a Notice of Funding Availability (NOFA) for approximately $123 million under Senate Bill 2 Planning Grants Program (PGP). SB 2 established a permanent source of funding intended to increase the affordable housing stock in California. Fifty percent (50%) of the first year's revenues have been directed for updating planning documents and land-use ordinances. The intent is to prepare, adopt and implement plans that streamline housing approvals and accelerate housing production. The City's General Plan has not been comprehensively updated since 1998, and it is staff's intent to apply for up to $160,000 to start the process of a comprehensive General Plan update.

DISCUSSION:

Local jurisdictions can apply for funding through the SB 2 PGP to update general plans, community plans, specific plans, local planning related to implementation of sustainable community strategies or local coastal plans. The PGP's purpose is to provide funding and technical assistance to local governments in California to help streamline housing approvals and accelerate housing production. SB 2 aims to address the state's housing shortage and high housing costs by establishing a permanent funding source for affordable housing. Half of the funding generated in year one will be available to local governments through noncompetitive grants and over the counter for a period of nine months.

Eligible activities may include:

- Updates to general plans, community plans, specific plans, local planning related to implementation of sustainable community strategies or local coastal plans;
- Updates to zoning ordinances;
- Environmental analyses that eliminate the need for project-specific review; and
- Local process improvements that expedite local planning and permitting.

Small cities can request up to $160,000. There are seven State mandated General Plan elements, which are: land use, circulation, housing, open space, conservation, noise, and safety. Since the General Plan was last updated in 1998, the State has added new requirements be addressed, such as climate change (greenhouse gas emissions), environmental justice, health issues, social equity, food access and other new issues. Updating a General Plan is considered a project under the California Environmental Quality Act (CEQA) and environmental review must be conducted.

Due to the new State requirements and CEQA review, updating a General Plan at one time can be costly. Given the City's revenue constraints, it has not been feasible to accomplish despite the fact that it is important to have consistent and legally defensible guidelines for new developments. Staff proposes updating the General Plan in a phased approach by pursuing grant funds for the initial phase and then budget funds on an annual basis to complete update of remaining elements.

Adoption of a resolution is required for submittal of the grant. Therefore, this item is time sensitive because staff is attempting to be one of the first jurisdictions to submit their application.

ENVIRONMENTAL REVIEW:

The submittal of the PGP has no potential for resulting in either a direct or indirect adverse physical change in the environment and is not a "project" under CEQA Guidelines 15378. Therefore, no further review is required by CEQA.

COST ANALYSIS:

There are no anticipated fiscal impacts from the recommended action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Adopt the attached Resolution;
2. Direct staff to make modifications to the Resolution and reintroduce it at the April 23rd meeting;
3. Do not adopt the Resolution and do not pursue grant funds at this time; or
4. Provide other direction to staff.

Exhibits:

1. Resolution No. 2019-4702
2. Program Grant Guidelines

Submitted by: _____
Doreen Liberto, AICP, Community Development Director

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

RESOLUTION NO. 2019-4702

A RESOLUTION OF THE CITY OF KING CITY COUNCIL AUTHORIZING SUBMITTAL OF AN APPLICATION FOR AND RECEIPT OF SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated **March 29, 2019**, for its Planning Grants Program (PGP); and

WHEREAS, the City of King City Council desires to submit an application for the PGP to accelerate the production of housing and will submit a 2019 PGP grant application described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department of the PGP; and

WHEREAS, the Department is authorized to provide up to $1.2 million under SB 2 PGP for the Building Homes and Jobs Trust Fund for assistance (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017) (SB 2) related to the PGP.

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

SECTION 1. The City of King City Council, or the City Manager, is hereby authorized and directed to apply for and submit to the Department the 2019 PGP application released March 29, 2019 in the amount of up to $160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City of King City Council, or the City Manager, is authorized to enter into, execute and deliver a State of California Standard Agreement for the amount of up to $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (PGP Documents).

SECTION 3. The City of King shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Project Guidelines and any applicable PGP guidelines published by the Department and attached as **Exhibit 1**. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager, as the Authorized Agent, is authorized and directed to execute the City of King PGP application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of King as requested by the Department for receipt of the PGP.

PASSED, APPROVED AND ADOPTED this 9th day of April 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 2

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov

March 28, 2019

MEMORANDUM FOR: **All Potential Applicants**

FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development

SUBJECT: **NOTICE OF FUNDING AVAILABILITY - SB 2 PLANNING GRANTS PROGRAM**

The Department of Housing and Community Development (Department) is pleased to announce the release of this Notice of Funding Availability (NOFA) for approximately $123 million under the Senate Bill 2 (SB 2, 2017) Planning Grants Program (PGP). SB 2 established a permanent source of funding intended to increase the affordable housing stock in California. The legislation directs the Department to use 50 percent of the first year's revenue to establish a program that provides financial and technical assistance to local governments to update planning documents and land-use ordinances. The PGP is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

In order to be eligible for grant funding, an applicant must submit a complete, signed original application and an electronic copy on CD or USB flash drive. OTC applications will be accepted for an eight-month period ending on **November 30, 2019**. The Department will only accept applications through a postal carrier service that provides date stamp verification confirming delivery to the Department's office, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. No facsimiles, late applications, incomplete applications, application revisions, electronic submittals, or walk-in application packages will be accepted. All applications must be submitted to the Department at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

PGP applications and forms are available on the Department's website. Please refer to the Planning Grants Program Guidelines for detailed information on eligible activities, applicants, and awards. If you have questions regarding this NOFA, please email the Department at sb2planninggrant@hcd.ca.gov.

Attachment

PLANNING GRANTS PROGRAM (SB 2, 2017)
2019 NOTICE OF FUNDING AVAILABILITY

State of California
Governor Gavin Newsom

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Ben Metcalf, Director
Department of Housing and Community Development

Zachary Olmstead, Deputy Director
Department of Housing and Community Development
Division of Housing Policy Development

2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771
Website: http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml
Email: sb2planninggrant@hcd.ca.gov

March 29, 2019

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2019 NOTICE OF FUNDING AVAILABILITY
SB 2 PLANNING GRANTS PROGRAM

I. Introduction

The Department is releasing this Notice of Funding Availability (NOFA) for approximately $123 million to make funding available to all local governments in California under the Senate Bill 2 (SB 2) Planning Grants Program (PGP). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production.

The PGP is authorized by Health and Safety Code sections 50470 et seq. (Chapter 364, Statutes of 2017, (SB 2)). Funding is subject to the December 2018 Planning Grants Program Guidelines (hereinafter referred to as the "Guidelines"), which includes detailed information on eligibility requirements, conditions, and procedures for awarding funds.

II. Program Summary

SB 2 (2017) is part of a 15 bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, SB 2 established a permanent source of revenue intended to increase the affordable housing stock in California.

PGP grants are funded through 50 percent of the revenues collected during the first calendar year (January through December, 2018). The PGP program is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for all income groups;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of allocated funds

The Department, in conjunction with the Governor's Office of Planning and Research, will provide technical assistance to localities pursuant to the provisions set forth in Article VII, Section 700(a) through (e) of the Guidelines. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

Please refer to the Guidelines for other administrative provisions not summarized in this NOFA.

III. Program Timeline

Pursuant to Section 500(a) of the Guidelines, funds will be initially available to eligible applicants on a noncompetitive, over-the-counter (OTC) basis. Applications will be accepted over an eight-month period, commencing from the date of the release of this NOFA (Section 500(b) of the Guidelines). See Table 1 below for the projected timeline for awards for the initial OTC period.

Table 1: *Projected Timeline for Awards for OTC Applications*

Event	Date(s)
NOFA release	March 28, 2019
NOFA-Application Workshops / Webinar Period	April 1 - May 1, 2019
Final due date for OTC applications	November 30, 2019
Supplemental round	TBD
Anticipated end of grant term	June 30, 2022

The Department anticipates awards in 2-3 month intervals, depending on the volume of applications, and reserves the right to make adjustments to the projected timeline at any time. If OTC funds are not fully awarded at the end of the eight-month period, the Department may extend the final OTC application due date or consider a supplemental funding round (Section 500(g) of the Guidelines). During any supplemental round, top priority will be given to localities that have not submitted a previous request for funding. All other applicants may be subject to competitive scoring criteria during any supplemental round (Section 500(g)(2) of the Guidelines).

IV. Funding Available

The Department determined maximum award amounts for large, medium, and small localities, based on population estimates from the Department of Finance (DOF). Table 2 below shows the minimum and maximum awards available pursuant to Article IV, Section 400 of the Guidelines. Applicants can view maximum award amounts for all jurisdictions here.

Table 2: *Minimum and Maximum Award Amounts*

All Localities	Large Localities – Defined as ≥ 200,000 people	Medium Localities – Defined as 60,000 to 200,000 people	Small Localities – Defined as ≦ 60,000 people
Minimum award amount: **$25,000**	Maximum award amount: **$625,000**	Maximum award amount: **$310,000**	Maximum award amount: **$160,000**

For a link to the 2018 DOF Population Estimates, E-5, see:
http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/

Applicants seeking partnerships with other local governments will be additive. For example, two large localities could submit a proposal for up to $1.25 million; three small localities up to $480,000, etc. Note: All applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, pursuant to section X of this NOFA, to the Department in order to be awarded funds.

V. Eligible Applicants

Pursuant to Article II, Section 200 of the Guidelines, eligible applicants are limited to local governments, i.e., cities and counties. However, local governments may partner through legally binding agreements with other forms of governments or entities where the proposal will have a direct effect on land-use or development within the locality. This includes, but is not limited to, partnerships with other localities, regional governments, housing authorities, school districts, special districts, community based organizations, or any duly constituted governing body of an Indian Reservation or Rancheria.

Multi-jurisdictional partnerships between local governments are encouraged in order to coordinate with regional governments, leverage regional and state investment, promote consistency with the sustainable communities strategy, and affirmatively further fair housing.

Note: All localities must pass the Threshold Criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

VI. Eligible Activities

Applicants proposing Priority Policy Areas, as defined in section VIII of this NOFA, are automatically deemed to accelerate housing production without any documentation or demonstration to the Department.

Pursuant to Article III, Section 300 of the Guidelines, a variety of planning documents, planning activities and strategies, are considered eligible activities and must demonstrate a nexus to accelerating housing production, which may include:

(1) Updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans;

(2) Updates to zoning ordinances;

(3) Environmental analyses that eliminate the need for project-specific review;

(4) Local process improvements that improve and expedite local planning;

(5) A smaller geography with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas;

(6) The creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017);

(7) Workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017);

(8) Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018);

(9) Zoning incentives for housing for persons with special needs, including persons with developmental disabilities;

(10) Rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability;

(11) Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps);

(12) Pre-approved architectural and site plans;

(13) Regional housing trust fund plans;

(14) SB 2 funding plans;

(15) Infrastructure financing plans;

(16) Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production; and

(17) Other planning activities demonstrating a nexus to accelerating housing production.

Eligible activities may be part of a larger planning effort (e.g., a comprehensive zoning code update) if proposed activities have not been completed prior to the NOFA date, are distinct, and demonstrate a nexus to accelerating housing production.

As part of the PGP program, HCD, in coordination with the Governor's Office of Planning and Research (OPR), will work with a team led by Placeworks to provide technical assistance (TA) to applicants throughout the application period. The TA team will work closely with regions, sub-regions, and counties to help jurisdictions identify activities and provide tools that will accelerate housing production. For further information, contact the Department at sb2planninggrant@hcd.ca.gov for details regarding local technical assistance.

VII. Eligible Uses

Pursuant to Article III, Section 302 of the Guidelines, grant funds shall be used for the costs of preparing and adopting the proposed activity. Subcontracting is allowable under conditions set forth in Section 302(c) of the Guidelines. Pursuant to Section 302(b) of the Guidelines, grant funds may not be used for administrative costs of persons employed by the grantee for activities not directly related to the proposed activity. No more than 5 percent of the grant amount may be used for administrative costs for any proposed use, to be approved by the Department upon disbursement.

Only approved and eligible costs incurred for work after the NOFA date, continued past the date of the Standard Agreement, and completed during the grant term, will be reimbursable. Approved and eligible costs incurred prior to the NOFA date are ineligible

(Section 601(c) of the Guidelines).

Refer to Section 301 of the Guidelines for a list of all ineligible activities.

VIII. Threshold Requirements

In accordance with Article II, Section 201 of the Guidelines, all applicants must meet the following threshold requirements:

(1) **Housing element compliance:** The applicant must have a housing element that has been adopted by the jurisdiction's governing body by the date the applicant submits the application package, and is subsequently determined to be in substantial compliance with state housing element law pursuant to Gov. Code Section 65585 by the time of award. A jurisdiction's current housing element compliance status can be obtained by referencing the Department's website at http://www.hcd.ca.gov/community-development/housing-element/index.shtml or emailing the Department at sb2planninggrant@hcd.ca.gov. For more information on housing element requirements, please contact Paul McDougall at paul.mcdougall@hcd.ca.gov.

Pursuant to Section 201(a)(2) of the Guidelines, applicants not meeting housing element requirements may be considered to meet this threshold requirement at the discretion of the Department on a case by case basis by applying factors such as significant progress in meeting housing element requirements (e.g., a draft found to meet statute, rezoning near completion), proposing activities to meet housing element requirements (e.g., rezoning to accommodate housing needs pursuant to Gov. Code Section 65583(c)(1)) and adoption of a compliant element prior to the award of funds.

(2) **Annual Progress Report (APR) on the housing element**: The applicant must submit the APR to the Department, as required by Gov. Code section 65400, for the current or prior year by the date the applicant submits the application package.

(3) **Nexus to accelerating housing production**: The applicant must propose and document plans or processes that accelerate housing production. The application must demonstrate a significant positive effect on accelerating housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, or impact on housing supply and affordability. An application not utilizing Priority Policy Areas must include an explanation and documentation of the nexus plans or processes impact on accelerating housing production based on a reasonable and verifiable methodology and must utilize the Department's form (see Attachment 2 in the Application). A verifiable methodology may include a statement of support from a non-profit or for-profit developer that is active in the locality.

Applicants proposing Priority Policy Areas do not require a nexus demonstration and are automatically deemed to accelerate housing production without any documentation. Pursuant to Section 102(q) of the Guidelines, Priority Policy Areas means any of the following:

(a) Rezone to Permit By-right: Rezoning for significant additional housing capacity without, or lesser, discretionary review, or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).

(b) Objective Design and Development Standards: Developing objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.

(c) Specific Plans or Form based Codes Coupled with CEQA Streamlining: Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.

(d) Accessory Dwelling Units (ADU) or Other Low-Cost Building Strategies: Encouraging ADUs and other low-cost building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establishing other approaches to intensify existing lower density residential areas and "missing model" typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.

(e) Expedited Processing: Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.

(f) Housing Related Infrastructure Financing and Fee Reduction Strategies: Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publically available fee calculators.

Note: HCD will be rolling out best practice toolkits and technical assistance in these topic areas over the course of 2019.

Note: If the applicant is proposing only Priority Policy Areas ((PPA), as defined in section VIII, subsection (3) of the NOFA), do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of the application.

(4) **State Planning and Other Planning Priorities**: Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities.

Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years. Applicants must self-certify utilizing the Department's form (see Attachment 1 in the Application).

IX. NOFA Application Workshops

The Department will hold workshops and a webinar to review the PGP NOFA and application, and will be conducting technical assistance to aid applicants throughout the OTC period. For a list of dates, times, and locations for the workshops as well as information on technical assistance, please visit the Department's SB 2 Planning Grants webpage, or register here.

X. Application Submission Requirements

In order to be eligible for grant funding, an applicant must submit a complete, signed original application and an electronic copy on CD or USB flash drive. Applications will be accepted on an OTC basis for an eight-month period anticipated to end **November 30, 2019.** Note: All localities must pass the threshold criteria as stated in section VIII of this NOFA. To ensure compliance with section VIII, all applicants, including those who are forming or have formed partnerships, must submit separate, complete and signed application packages, including resolutions, to the Department in order to be awarded funds.

The Department will only accept applications through a postal carrier service that provides date stamp verification confirming delivery to the Department's office, such as the U.S. Postal Service, UPS, FedEx, or other carrier services. No facsimiles, late applications, incomplete applications, application revisions, electronically submitted, or walk-in application packages will be accepted. All applications must be submitted to the Department at the following address:

Department of Housing and Community Development
Division of Housing Policy Development / Land Use Planning Unit
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and cannot be altered or modified by the applicant. Program applications and forms are available on the Department's website located at http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml#forms.

XI. Application Review Process

Each application will first be reviewed for completeness, threshold eligibility requirements, and accuracy. In order to be considered complete, an application must contain all requested information and supporting documentation. All applications must also meet the eligibility and threshold requirements as specified in this NOFA and the

Guidelines. If the application is ineligible, it will not be considered for funding. Applicants may resubmit their applications prior to the November 30, 2019 deadline. All applicants not meeting the eligibility and threshold requirements will be informed within 60 days from the date the Department receives the application.

XII. Applicant Notification

Applicants will be notified within 60 days of the Department's receipt of their application regarding the status of their application and/or if any additional information is required (Section 500(e)) of the Guidelines). Applicants will receive an official letter of award after the Department approves funding recommendations (Section 500(f) of the Guidelines).

XIII. Award Letter and Standard Agreement

Successful applicants will receive an Award Letter from the Department and will be awarded funds through the Standard Agreement process that will specify, among other things, the amount of funds granted, timeline for expenditure of funds, and the approved use of funds. Expenditure report dates and other requirements will also be identified in the SB 2 Planning Grants Program Standard Agreement.

XIV. Appeals

(1) Basis of Appeals:

(a) Upon receipt of the Department's notice deeming an application incomplete or ineligible, applicants under this NOFA may appeal such decision(s) to the Director pursuant to this Section.

(b) No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, point score, award, denial of award, or any other related matter.

(2) Appeals Process and Deadlines:

(a) Process. In order to lodge an appeal, applicants must submit to the Director by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. No new or additional information will be accepted. Once the written appeal is submitted to the Director, no further information or materials will be accepted or considered thereafter. Appeals are to be submitted to the Director at following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833
sb2planninggrant@hcd.ca.gov

The Director will accept appeals delivered through a carrier service such as

the U.S. Postal Service, UPS, Fed Ex, or other carrier services that provide date stamp verification of delivery. Deliveries must be received during the Department's weekday (non-state holiday) business hours of 9:00 a.m. to 5:00 p.m. Pacific Standard Time. Additionally, emails to the email address listed above will be accepted if the email time stamp is prior to the appeal deadline.

(b) Filing Deadline. Appeals must be received by the Director no later than (5) five business days from the date of the Department's determination.

(3) Decision:

Any request to amend the Department's decision shall be reviewed for compliance with the December 2018 Guidelines and the March 29, 2019 NOFA. The Director shall render his/her decision in writing within fifteen (15) business days of receipt of the applicant's written appeal. The decision of the Director shall be the Department's final decision, and shall not be appealable to any court or tribunal.

(4) Effectiveness:

In the event that the statute and/or guidelines governing the PGP program contain an existing process for appealing decisions of the Department with respect to NOFA awards made under such programs, this Section shall be inapplicable and all appeals shall be governed by such existing authority.

XV. Right to Modify or Suspend

The Department reserves the right, at is sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including, without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. You may subscribe to the Department's email list here: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

KING CITY
CALIFORNIA

Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 9, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**
ROY SANTOS, CITY ATTORNEY

RE: **CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03, SECTIONS 020, 040, 060, 070, 210, 230, 260, AND 270, AND CHAPTER 17.30, SECTION 020 AND CHAPTER 17.31, 020, OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY, INCLUDING MANUFACTURING PERMITS, CANNABIS ACTIVITY LIMITATIONS, AND CANNABIS DELIVERIES WITHIN THE CITY OF KING**

RECOMMENDATION:

It is recommended by the Planning Commission the City Council introduce an Ordinance amending Chapter 17.03, Sections 020, 040, 060, 070, 210, 230, 260, and 270, and Chapter 17.30, Section 020 and Chapter 17.31, Section 020, of Title 17 of the King City Municipal Code pertaining to commercial Cannabis Activity, Including Manufacturing Permits, Cannabis Activity Limitations, and Cannabis Deliveries Within the City of King to be read by title only, open the hearing, allow for public testimony, close the hearing, waive first reading of the Ordinance, and approve the introduction of the Ordinance.

BACKGROUND:

The City's current commercial cannabis ordinance authorizes the issuance of 15 cannabis manufacturing permits and the operation of no more than 15 cannabis manufacturing facilities. The City has received requests for manufacturing permits that exceed the current authorized limits.

The City's ordinance also limits cultivation and nursery permits to a total of 1,350,000 square feet. There are no limits on distribution and non-storefront

delivery. As part of the strategic plan visioning process, the Council identified a goal of maintaining diversity of businesses in the business park and industrial area. Current limits in the City's Ordinance may not prevent the entire industrial park from converting to cannabis businesses over time if there continues to be a demand for more businesses. As a result, staff has developed recommendations for additional restrictions.

In addition, the Bureau of Cannabis Control recently approved new regulations, including one which authorized the delivery of commercial cannabis in all jurisdictions within the State of California. The City's cannabis regulations currently prohibit deliveries within the City, which are now in conflict with the State's regulations.

At the February 26th meeting, staff reviewed an analysis of these issues with the City Council, provided recommendations, and received direction on proposed changes. The changes were incorporated into an Ordinance presented to the Planning Commission at their April 2nd meeting. The Planning Commission adopted a Resolution recommending the City Council adopt the Ordinance with a reduction in the overall square footage allowed for cannabis businesses in the industrial area.

DISCUSSION:

Commercial Cannabis Cultivation Permits

The current cultivation square footage limit applies to the square footage of the canopy only. Since this involves only a portion of each site, the overall potential impact on the industrial area is much greater. When this is combined with the fact that the number of permits for other cannabis uses are not restricted, staff does not believe current regulations prevent the entire industrial area from converting to cannabis uses at some time in the future. This may impact the ability of other businesses important to meeting needs in the community from finding available land. Focusing too much of the economy on one industry also creates risks to the economic stability of the City if market forces are negatively impacted in that industry.

As a result, staff prepared an analysis of developable area in the industrial park. When eliminating the airport land and public right-of-way, it leaves approximately

298 acres. Of that, approximately 137 acres is committed to the Cal Pine power plant, the winery and adjacent agricultural land, and the Rava complex. This leaves approximately 161 acres available for individual businesses. Staff originally recommended limiting the total area used for cannabis related businesses to 60% of this area, which would be approximately 97 acres. Since these figures are estimates, it was recommended to round the figure to 100 acres. Council concurred with this recommendation. However, the Planning Commission recommended instead limiting the total area used for cannabis related businesses to 50% of this area. Therefore, the Ordinance now presented for Council consideration includes a total limit rounded off to 80 acres.

Currently, approximately 49.8 acres has been committed to cannabis related businesses through conditional use permits already approved. Therefore, this limit would enable new cannabis permits to still increase by an additional 60%, yet at the same time reserve a meaningful portion of facilities for other businesses.

Commercial Cannabis Manufacturing Permits

City staff have received numerous applications to issue commercial cannabis manufacturing permits; however, these requests for permits exceed the amount of commercial cannabis manufacturing permits authorized by the King City Municipal Code. Section 17.03.270(d) states "[n]o more than fifteen (15) commercial cannabis manufacturing businesses may operate within the City at any one time and no more than fifteen (15) commercial cannabis manufacturing permits shall be issued by the City for commercial cannabis manufacturing businesses to operate within the City." Without increasing the number of authorized commercial cannabis manufacturing businesses and permits, no additional businesses can operate within the City.

Tax revenues for cannabis manufacturing operations are significantly less than cultivation, but tend to pay higher paying jobs, and staff anticipates they may be less impacted by fluctuations in the market for cannabis. Therefore, staff is recommending increasing the number of commercial cannabis manufacturing businesses that can operate within the City from fifteen (15) to twenty-five (25) and number of authorized commercial cannabis manufacturing permits from fifteen (15) to twenty-five (25).

Bureau of Cannabis Control Regulations

With the passage of Proposition 64 in 2016, Californians legalized adult-use (non-medicinal) commercial cannabis activities. In furtherance of Proposition 64, in 2017, the State legislature enacted SB 94, which established a comprehensive regulatory scheme applicable to both adult-use and medicinal cannabis businesses throughout California.

SB 94 expressly reserves to local jurisdictions the authority to "completely prohibit the establishment or operation of one or more types of [state-licensed cannabis businesses] within the local jurisdiction." (Bus. & Prof. Code, § 26200(a).) This provision ostensibly includes any and all types of cannabis businesses, including those that engage in cannabis deliveries (i.e. the retail sale of cannabis by delivery as opposed to directly from a storefront).

SB 94 further provides that "a local jurisdiction shall not prevent delivery of cannabis or cannabis products on public roads by a [state-licensed cannabis business] *acting in compliance* with state *and local* law . . . ." (Bus & Prof. Code, § 26090(e) (emphasis added).) This can be reasonably interpreted to mean that a city has authority to enact and enforce an ordinance prohibiting cannabis deliveries within its boundaries, particularly if the prohibition is limited to deliveries made to or from locations within the city and does not apply to mere use of public roads to pass through the city.

Relying on the foregoing authority, in 2017 and 2018, many California cities adopted ordinances banning cannabis deliveries made to or from locations within their jurisdictions. Such a restriction was included in King City's ordinance.

On January 16, 2019, the Office of Administrative Law (OAL) approved final regulations of the Bureau of Cannabis Control (BCC) and other State licensing authorities (the Department of Public Health and the Department of Food and Agriculture) regarding the various types of commercial cannabis activities, including deliveries. The regulations constitute revised versions of the prior emergency regulations which were adopted in late 2017 and early 2018.

One of the most significant changes to the regulations is the addition of an express provision to the BCC regulations stating that cannabis may be delivered to any jurisdiction within the State of California, provided only that the delivery complies with the delivery provisions of the BCC regulations (16 CCR § 5416(d)

("Section 5416(d)"). The provision makes no reference to any obligation to comply with local law in conducting cannabis deliveries.

Cities are challenging this regulation. However, if a city attempts to enforce a local cannabis delivery prohibition while section 5416(d) is in effect, the enforcement efforts will expose the city to the risk of a meritorious legal challenge by the subject delivery licensee. This could result in a court order invalidating the enforcement action, significant litigation expenses, and an award of prevailing party attorneys' fees against the city where such fees are authorized by the city's municipal code. As a result, staff is recommending the City's Municipal Code be amended to allow deliveries at this time to be consistent with State regulations.

COST ANALYSIS:

There is no immediate cost impact from the recommended action. In the near future, it should result in increased revenue from the increase in cannabis manufacturing permits. Staff believes the overall limit on cannabis businesses will not restrict the number of cultivation businesses. Therefore, staff does not anticipate the restriction on overall cannabis businesses will have a negative long-term impact on revenues.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Introduce the Ordinance as recommended by the Planning Commission;
2. Modify the total limit consistent with staff's original recommendation to 100 acres;
3. Direct staff to make other changes and bring the Ordinance back for introduction;
4. Do not introduce the Ordinance; or
5. Provide other direction to staff.

Approved by: _____
Steven Adams, City Manager

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 17.03 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO COMMERCIAL CANNABIS ACTIVITY; AMENDING CHAPTER 17.30 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO M-1 INDUSTRIAL DISTRICT; AND AMENDING CHAPTER 17.31 OF TITLE 17 OF THE KING CITY MUNICIPAL CODE PERTAINING TO M-2 INDUSTRIAL DISTRICT

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

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

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

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

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

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

WHEREAS, on August 1, 2017, at a lawfully noticed hearing, the Planning Commission for the City of King heard and considered the issue of increasing the maximum number of manufacturing permits the City will approve. The Planning Commission, upon hearing and considering the issue of increasing the maximum number of manufacturing permits, recommends

that the City Council of the City of King increase the maximum number of manufacturing permits the City will approve from six (6) to ten (10).

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

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

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

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

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

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

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

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

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

WHEREAS, the indoor cultivation of cannabis has potential adverse effects to the structural integrity of the buildings in which cannabis is cultivated, and the use of high wattage

grow lights and excessive use of electricity increases the risk of fire, which presents a clear and present danger to the buildings, its occupants, and neighboring buildings and residents; and

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

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

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

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

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

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

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

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

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

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of

the neighborhoods within the City by regulating the commercial cultivation of recreational and medical cannabis; and

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

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

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

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

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

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

Chapter 17.03

COMMERCIAL CANNABIS ACTIVITY

Section 17.03.020 Definitions.

When used in this Chapter, the following terms shall have the meanings ascribed to them in this Section. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(j) "*Delivery*" means the transfer of cannabis and/or cannabis products from a cultivation site, up to an amount determined by the State of California, or any of its departments or divisions, to a manufacturer or testing laboratory, or the wholesale or retail sale of cannabis, cannabis products and/or devices for the use of cannabis or cannabis products from a non-storefront dispensary, up to an amount determined by the State of California, or any of its departments or divisions, to a retail customer.

(k) "*Dispensary*" means any facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant

to express authorization, cannabis and cannabis products as part of a retail sale.

(l) "*Dispensing*" means making cannabis and/or cannabis products available to, delivering to, or distributing to two (2) or more persons and/or any activity involving the wholesale or retail sale of cannabis or cannabis products.

(y) "*Transport*" means the transfer of cannabis or cannabis products from a licensed and permitted commercial cannabis business location to another licensed and permitted commercial cannabis business location, for the purposes of the wholesale or retail delivery of cannabis and/or cannabis products and/or the transfer of cannabis to a manufacturing site or testing site as authorized pursuant to state law and/or the King City Municipal Code.

(z) "*Transporter*" means a person who transports commercial cannabis or cannabis products to and from a wholesale or retail commercial cannabis business licensed by the State of California or one of its departments or divisions and permitted by the City of King.

Section 17.03.040 Licenses and Permits.

(a) Commercial cannabis activity shall be authorized in the City of King only as expressly provided in this Chapter and if not expressly authorized by this Chapter shall be prohibited.

(b) Authorized Commercial Cannabis Activities: Commercial cannabis operations within the City, which comprise the activities of indoor cultivation, mixed-light cultivation, nursery cultivation, retailer (non-storefront delivery ~~outside of the City limits only~~), manufacturer, testing laboratory, distributor, and microbusiness (excluding all storefront sales and allowing only non-storefront deliveries ~~outside of the City limits~~) are allowed subject to issuance and maintenance of the permits and entitlements set forth in this Chapter and all other applicable City and State laws and regulations, and issuance and maintenance of a valid and current State license of a classification listed below, as provided for in Business & Professions Code Section 26050 and applicable State regulations:

(1) Type 1A = Cultivation; Specialty Indoor; Small.

(2) Type 1B = Cultivation; Specialty Mixed-Light; Small.

(3) Type 2A = Cultivation; Indoor; Small.

(4) Type 2B = Cultivation; Mixed-Light; Small.

(5) Type 3A = Cultivation; Indoor; Medium.

(6) Type 3B = Cultivation; Mixed-Light; Medium.

(7) Type 4 = Cultivation; Nursery.

(8) Upon authorization by the State of California, Type 5A = Cultivation; Indoor; Large.

(9) Upon authorization by the State of California, Type 5B = Cultivation; Mixed-Light; Large.

(10) Type 6 = Manufacturer 1.

(11) Type 7 = Manufacturer 2.

(12) Type N = Manufacturer (i.e. no extractions, pursuant to 17 CCR § 40118, as may be amended).

(13) Type P = Manufacturer (i.e. packaging and labeling only, pursuant to 17 CCR § 40118, as may be amended).

(14) Type 8 = Testing Laboratory.

(15) As authorized by Code of Regulations, Type 9 = Non-Storefront Retailer (i.e. non-storefront delivery~~ outside of the City limits only~~, pursuant to 16 CCR § 5414, as may be amended).

(16) Type 10 = Non-Storefront Retailer (i.e. non-storefront deliveries~~y outside of the City limits only~~).

(17) Type 11 = Distributor.

(18) Type 12 = Microbusiness (excluding any storefront dispensary and allowing only non-storefront deliveries~~y outside of the City limits~~).

(19) Type 13 = Distributor (i.e. transport only, pursuant to 16 CCR § 5315, as may be amended).

The establishment, development, construction, maintenance, or operation of a non-storefront dispensary shall only be authorized in the M-1, M-2 and M-3 zones and/or the East Ranch Business Park Specific Plan area within the City. As such, the establishment, development, construction, maintenance, or operation of a non-storefront dispensary shall be prohibited in all other zones and/or areas within the City. Nothing in this subsection shall be interpreted to authorize the establishment, development, construction, maintenance, or operation of a non-storefront dispensary in violations of the requirements of Health and Safety Code section

11362.768, Code of Regulations section 5026 and any other similar statue, law and/or regulation enacted by the City or State of California or one of its departments charged with regulating cannabis activities.

(c) Prohibited Types of Commercial Cannabis Businesses: Commercial cannabis businesses within the City which involve the activities of outdoor cultivation, ~~non-storefront deliveries within the City limits~~ and storefront sales are prohibited in the City. This prohibition includes, but is not limited to, commercial cannabis activities licensed by the State license classifications listed below, as provided for in Business & Professions section 26050 and applicable State regulations:

(1) Type 1= Cultivation; Specialty Outdoor; Small.

(2) Type 1C = Cultivation; Specialty Cottage; Small.

(3) Type 2 = Cultivation; Outdoor; Small.

(4) Type 3= Cultivation; Outdoor; Medium.

(5) Type 5 = Cultivation; Outdoor; Large.

(6) Types 10 and 12 (storefront sales ~~and deliveries within the City limits prohibited~~).

Except as otherwise expressly provided in this Chapter, the prohibitions of this subsection includes any similar commercial cannabis activities authorized under new or revised State licenses, or any other State authorization, for any type, category, or classification of commercial cannabis activities which involve the above-referenced or similar activities or operations.

Notwithstanding any provision of this Chapter or the King City Municipal Code, storefront sales are prohibited in all zoning districts within the City. No commercial cannabis permit issued to any person, including but not limited to a person holding a Type 10 "Retailer" or Type 12 "Microbusiness" State license, shall include any authorization to engage in storefront sales ~~and/or deliveries within the City limits~~. This prohibition applies to both adult-use and medicinal cannabis and cannabis products. As such, no medicinal cannabis cooperative, collective, dispensary, operator, establishment, or provider, within the meaning of Health and Safety Code section 11362.768, shall be permitted to engage in storefront sales ~~and/or deliveries within the City limits~~. The term "storefront sales" shall include making available, tendering, offering, bartering, gifting, releasing,

delivering, providing or exchanging any cannabis or cannabis products. However, this subsection does not prohibit the issuance of commercial cannabis permit~~s~~ authorizing non-storefront sales~~, by delivery only outside of the City limits,~~ of cannabis or cannabis products in the City.

The establishment, development, construction, maintenance, or operation of a storefront cannabis dispensary, cooperative and/or collective are hereby prohibited, and is not an authorized or conditionally permitted use in any zoning district within the City, even if located within an otherwise permitted use. No person shall establish, develop, construct, maintain, or operate a storefront cannabis dispensary, cooperative and/or collective ~~, or deliver cannabis or cannabis products within the City limits,~~ and no application for a building permit, use permit, variance, or any other entitlement authorizing the establishment, development, construction, maintenance, or operation of any storefront cannabis dispensary, cooperative and/or collective ~~or delivery of cannabis or cannabis products within the City limits~~ shall be approved by any officer or employee of the City. A violation of this Section is declared to be a public nuisance and punishable pursuant to the provisions of the King City Municipal Code.

(d) The storefront retail sale, delivery, gift, trade, barter or making available of cannabis or cannabis products by two or more persons shall be prohibited in all zoning districts of the City. Notwithstanding the requirements of this subsection, non-storefront dispensaries ~~and deliveries outside of the City limits~~ shall not be prohibited.

Section 17.03.230 Limitation on ~~the number of cultivation and nursery facilities~~Commercial Cannabis Business Activities.

No more than eighty (80) acers of land or fifty (50%) percent of the total land zoned within the City to allow for commercial cannabis business activities shall be utilized as commercial cannabis business. The entire portion of a piece of property being utilized as a commercial cannabis business shall be counted towards the eighty (80) acres or fifty (50%) percent limitation established above. In addition, ~~N~~no more than one million, three hundred fifty thousand square feet of total canopy whether under cultivation or nursery activity will be allowed within the city at any one time and commercial cannabis permits shall be issued by the city for cultivation and nursery activity up to a maximum one million three hundred fifty thousand square feet of total canopy within the city. Nurseries shall be limited to a total of twenty-five thousand square feet in size per Type 4 "Nursery" license issued by the city.

Section 17.03.260 Cannabis manufacturing—Edibles and other cannabis products—Sale or distribution of edible and other cannabis products.

The manufacturing of food or other products infused with or which otherwise contain cannabis may be manufactured within the appropriate zoning districts as defined in Title 17, Zoning, of the King City Municipal Code, subject to the regulations set forth in this section and subject to whatever additional regulations may be promulgated hereunder by an ordinance or resolution of the city council or otherwise pursuant to this chapter.

(a) No edible cannabis products shall be sold or distributed on a storefront retail basis at a commercial cannabis business operating under a permit issued pursuant to this chapter. Edible cannabis products may be sold ~~wholesale for retail sale outside of the city boundaries~~on a non-storefront retail basis.

(b) All items to be sold or distributed ~~wholesale~~ shall be individually wrapped at the original point of preparation. Labeling must include a warning if nuts or other known allergens are used, and must include the total weight (in ounces or grams) of cannabis in the package. A warning that the item is a medication and not a food must be clearly legible on the front of the package. The package must have a label warning that the product is to be kept away from children. The label must also state that the product contains cannabis and must specify the date of manufacture.

(c) Any edible cannabis product that is made to resemble a typical food product must be in a properly labeled opaque (non-see-through) package before it leaves the commercial cannabis business. Deliveries must be in a properly labeled opaque package when delivered.

(d) Preparation of commercial edible cannabis products and non-edible cannabis products shall comply with all applicable federal, state and local laws, regulations and/or guidelines governing manufacturing procedures and safety measures. The city manager shall have authority, upon consultation with the city attorney, to establish additional regulations and/or guidelines for preparing commercial edible cannabis products and non-edible cannabis products within the city.

Section 17.03.270 Cannabis Manufacturing and Testing.

(d) No more than ~~fifteen (15)~~twenty-five (25) commercial cannabis manufacturing businesses may operate within the City at any one time and no more than ~~fifteen (15)~~twenty-five (25) commercial cannabis manufacturing permits shall be issued by the City for commercial cannabis manufacturing businesses to operate within the City.

SECTION 4: Chapter 17.30, of Title 17, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 17.30

M-1 Industrial District

Section 17.30.020 Uses Permitted Subject to Obtaining a Use Permit.

(14) Commercial cannabis cultivation and nurseries consistent with those activities authorized under the State of California cultivator and nursery license types issued by the Department of Food and Agriculture under Business and Professions Code section 19332(g)(5) Type 2A "small indoor," 19332(g)(6) Type 2B "small mixed-light," 19332(g)(8) Type 3A "indoor," 19332(g)(9) Type 3B "mixed-light" and 19332(g)(10) Type 4 "nursery." Commercial cannabis manufacturing and testing consistent wit those activities authorized under the State of California Type 6 and Type 7 Manufacturing, (m) and Type 8 Testing (subject to the limitation established by the State of California). Cultivation for purposes of this provision shall be limited to those activities defined within Business and Professions Code section 19300.5(l) and the delivery or transport of the harvested cannabis or cannabis product ~~outside of the City~~. Non-storefront retail sales including deliveries ~~outside of the City limits~~ of cannabis and/or cannabis product shall be allowed within the jurisdictional boundaries of the City, as authorized by Code of Regulations section 5414 Type 9 = Non-Storefront Retailer (i.e. non-storefront sales by delivery ~~outside of the City limits only~~, as may be amended) and Business and Professions Code section 26050(a)(18) Type 10 = Retailer (i.e. non-storefront dispensaries and deliveries ~~outside of the City limits only~~). Commercial cannabis manufacturing facilities requiring a Type-6 state license (non-volatile manufacturing) as defined in Business and Professions Code section 19341, may be permitted to operate within the M-1 industrial districts as defined in Title 17 of the King City Municipal Code. Commercial cannabis manufacturing facilities requiring a Type-7 state license (volatile manufacturing), as defined in Business and Professions Code Section 19341, may be permitted to operate within the M-1 industrial districts as defined in Title 17 of the King City Municipal Code. Commercial cannabis testing facilities requiring a Type-8 state license may be permitted to operate within the M-1 industrial districts as defined in Title 17 of the King City Municipal Code

(16) Commercial cannabis distribution and transportation consistent with those activities authorized under State of California distribution and transportation license types issued by the Department of Food and Agriculture under Business and Professions Code 19334 (2) "Distributor" Type 11 and (4) "Microbusiness" Type 12 (excluding the establishment of

any storefront dispensaries~~, deliveries within the City limits~~, cooperatives or collectives for the retail sale, gift, trade, barter or making available of cannabis and/or cannabis products to qualified patients, primary caregivers, and recreational adult-use consumers)

SECTION 5: Chapter 17.31, of Title 17, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 17.31

M-2 Industrial District

Section 17.31.020 Uses Permitted Subject to Obtaining a Use Permit.

(18) Commercial cannabis cultivation and nurseries consistent with those activities authorized under the State of California cultivator and nursery license types issued by the Department of Food and Agriculture under Business and Professions Code section 19332(g)(5) Type 2A "small indoor," 19332(g)(6) Type 2B "small mixed-light," 19332(g)(8) Type 3A "indoor," 19332(g)(9) Type 3B "mixed light" and 19332(g)(10) Type 4 "nursery." Commercial cannabis manufacturing and testing consistent with those activities authorized under the State of California Type 6 and Type 7 Manufacturing, (m) and Type 8 Testing (subject to the limitation established by the State of California). Commercial cannabis distribution and transportation consistent with those activities authorized under State of California distribution and transportation license types issued by the Department of Food and Agriculture under Business and Professions Code 19334 (2) "Distributor" Type 11 and (4) "Microbusiness" Type 12 (excluding the establishment of any storefront dispensaries~~, deliveries within the City limits,~~ cooperatives or collectives for the retail sale, gift, trade, barter or making available of cannabis and/or cannabis products to qualified patients, primary caregivers, and recreational adult-use consumers). Cultivation for purposes of this provision shall be limited to those activities defined within Business and Professions Code section 19300.5(l) and the delivery or transport of the harvested cannabis or cannabis product~~ outside of the City~~. Non-storefront retail deliveries ~~or dispensing outside of the City limits~~ of cannabis and/or cannabis product shall be allowed within the jurisdictional boundaries of the City, as authorized by Code of Regulations section 5414 Type 9 = Non-Storefront Retailer (i.e. non-storefront dispensaries and deliveries~~y~~ ~~outside of the City limits only~~ and as may be amended) and Business and Professions Code section 26050(a)(18) Type 10 = Retailer (i.e. non-storefront dispensaries and deliveries~~ outside of the City limits only~~). Commercial cannabis manufacturing facilities requiring a Type-6 state license (non-volatile manufacturing) as defined in Business and Professions Code section 19341, may be permitted to operate within the M-2 industrial districts as defined in Title 17 of the King City Municipal Code. Commercial cannabis manufacturing facilities requiring a Type-7 state license (volatile

manufacturing), as defined in Business and Professions Code section 19341, may be permitted to operate within the M-2 industrial districts as defined in Title 17 of the King City Municipal Code. Commercial cannabis testing facilities requiring a Type-8 state license may be permitted to operate within the M-2 industrial districts as defined in Title 17 of the King City Municipal Code.

SECTION 6: EFFECTIVE DATE.

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

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

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

_____
STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

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

KING CITY
CALIFORNIA

Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 9, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF CANNABIS WORK PERMIT PROCESS**

RECOMMENDATION:

It is recommended the City Council approve and direct staff to implement recommendations to improve the process of issuing work permits for cannabis business employees.

BACKGROUND:

At the February 26, 2019 meeting, in response to prior Council direction, staff presented the results of an analysis of the City's legal requirements for cannabis employment permitting to determine any options available for addressing the length of time for issuing a temporary employee work permit. The City Council requested the analysis in response to concerns raised by industry professionals regarding the length of time for issuing employment permits to temporary commercial cannabis employees.

No changes were recommended. While Council concurred with staff's recommendations to maintain existing regulatory requirements, staff was requested to further review and identify alternatives for streamlining the background check process to shorten the time requirement. Staff was also asked to determine whether the Municipal Code enables an employee to obtain a work permit to work for any cannabis business in the City or whether the permit must be linked with a particular employer.

The City's current commercial cannabis ordinance requires all employees of a cannabis business to apply for and receive an employment permit. The cannabis business employee is required to obtain the permit prior to working and must maintain the permit the entire time they are employed. As part of the process for receiving an employment permit, the applicant must successfully complete the

background check, which includes a review of their criminal and financial history. The State commercial cannabis statutes and regulations do not require an employee to successfully complete a criminal background check or financial history review; rather, employers are statutorily prohibited from conducting such a review until a conditional offer of employment has been provided. The City is not subject to this limitation since it is not the employer. The State does require the jurisdiction to provide an Employee Work Permit or Work Authorization. Nearly two/thirds of cities reviewed require some form of background check prior to issuing an employment permit.

DISCUSSION:

Staff first reviewed processes utilized by other agencies. Staff from the City Manager's Office, City Attorney's Office, Community Development Department and Police Department than met to develop recommendations. Finally, a meeting was held with cannabis business representatives and employment agencies to review the recommendations and develop additional ideas.

It was determined that the existing Municipal Code provisions do not restrict the City from issuing a work permit directly to the employee for general use rather than through the employer. As a result, cannabis businesses represented at the meeting are working with a local employment agency to assist in meeting their need for temporary, as well as permanent, workers. A representative from Turning Point, a non-profit employment placement organization involved in the Sun Street Centers recovery center program, attended the meeting and will also be providing assistance in coordination with the employment agency. Under this arrangement, the employment agencies will be coordinating with the City to obtain the worker permits rather than the employer. They also offer other assistance in screening the workers and resolving any problems that occur.

Staff is recommending the following additional changes to streamline and improve the work permit and background check process:

- Background checks and work permits will be processed in-house by the Police Department rather than contracting out the background checks to an outside third party and permit processing to a contract planner.

- A full-time Code Enforcement Officer position will be created and hired, who will be dedicated 50% of the time to issuing and enforcing cannabis work and business permits.

- The background check system will be switched to use the Live Scan system, which will provide the added advantage of notification to the City when an offense occurs at a later time by a permitted worker.

- Existing permits will expire one year from the date they were issued.
- New permits issued will be valid for 2 years.
- A work permit card will be issued to each employee, which can be used at any worksite in the City.
- All employers will be notified by the City when an employee permit is revoked.
- If the Live Scan process takes over 2 weeks to receive the results of an application, a temporary permit will be issued to that employee.
- To help fund the new position, the annual cannabis regulatory permit fee will be increased from $7,500 to $15,000.

If approved, staff will prepare the necessary fee change and job description for approval at the next meeting. The changes will not be fully implemented until the new position is hired.

COST ANALYSIS:

It is proposed to modify the existing Code Enforcement/Animal Control Officer position to a part-time position dedicated exclusively to animal control. Therefore, the proposal represents an increase of a little over a half-time Code Enforcement Officer position. It is projected that the increase in fees will address this increased cost. If permits continue to increase in future years, it is proposed to utilize the continued increase in permit fees to dedicate a position to cannabis permits on a full-time basis and create a second Code Enforcement Officer position at that time.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Submitted and Approved by: _____
Steven Adams, City Manager

KING CITY
CALIFORNIA

Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: **APRIL 9, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF CONTRACT FOR CONCEPTUAL DESIGN OF DOWNTOWN PLAZA PROJECT**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a professional services agreement with RRM Design Group to prepare a conceptual design for the proposed Downtown Plaza project in an amount not to exceed $50,000; and 2) authorize the City Manager to make any non-substantive changes necessary in a form approved by the City Attorney.

BACKGROUND:

Staff has recommended the first key step of the City's new economic development efforts be to target improvements to the downtown area. Staff believes if the City is able to improve and make the downtown more successful, it will attract new investment and businesses to not only the downtown, but also other areas of the community.

At the January 10th meeting, the City Council approved a draft Downtown Streetscape Conceptual Plan, which included funding strategies to implement the plan in phases. The first phase was identified as Vanderhurst Avenue to Second Street. The objectives of the plan are to make the downtown more pedestrian friendly, more active, and an area that will attract people to shop, eat and visit. The final version of the plan was approved by the City Council at the May 23, 2017 meeting. Unfortunately, the City did not receive the grant funds it applied for to implement the plan. However, staff is continuing to work on strategies to implement individual components of the plan on an ongoing basis.

Included in the plan is a proposal to create a downtown plaza on the property at the northeast corner of Broadway Street and Vanderhurst Avenue. At the February 13, 2018 meeting, the City Council approved a purchase and sale agreement to acquire the property.

The property includes three parcels, which are depicted below:

The downtown plaza is proposed to be constructed on the front two parcels. Staff is also concurrently working on demolition plans for the front building and conceptual plans to convert the back building to a local historical museum and visitor center. In order to proceed with the downtown plaza proposal, staff solicited a proposal from the landscape architecture firm that prepared the Conceptual Downtown Streetscape Plan to now prepare Conceptual Design for the downtown plaza project.

DISCUSSION:

It is proposed to utilize the same firm as the Downtown Streetscape Plan since they have already completed a portion of the work needed. The proposed design process will include a public workshop scheduled on May 22nd at 6:00 p.m. to obtain public feedback on ideas and what features they would like included in the

plaza. Two design alternatives will be prepared for Council consideration. The first will include unique features. The second will include a more traditional design with a gazebo, walkways, park benches, etc.

The downtown plaza is intended to be a focal point for activities in the downtown area and can be the site for entertainment for events that involve closing a portion of Broadway Street in the downtown area. The consultants have also been instructed to incorporate seating areas by the adjacent buildings to encourage future uses that will involve outdoor dining.

A copy of the proposal is attached. It is projected to be completed within eight months. Once completed, the City can proceed with the final design process. Due to funding constraints, construction is not projected until spring 2021.

COST ANALYSIS:

The cost of conceptual design work is estimated to be approximately $50,000. There are existing funds budgeted for design work of the project, which are funded from the Parks Development Impact Fee Fund. The future construction costs are estimated to be approximately $800,000 - $900,000. Staff is working on funding strategies, but funding is not yet available for construction.

ENVIRONMENTAL REVIEW:

The City Council approved a finding of Categorical Exemption under 15301 and 15302 under the California Environmental Quality Act (CEQA) for the Downtown Streetscape Plan at the May 23, 2017 meeting, and this project is consistent with the Plan. Therefore, no further environmental analysis is required.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendation;
2. Request staff to renegotiate provisions or cost of the contract;
3. Do not approve the contract and direct staff to solicit new proposals;
4. Do not approve the contract and direct staff to not proceed with the project;
5. Delay the project until construction funds are available; or
4. Provide staff other direction.

Exhibits:

1. RRM Design Group Proposal
2. Professional Services Agreement

Prepared and Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

April 2, 2019

Transmitted via email: sadams@kingcity.com

Steve Adams, City Manager
City of King
212 South Vanderhurst Avenue
King City, CA 93930

RE: King City Downtown Plaza
Proposed Scope of Services

Dear Steve,

Below please find the proposed RRM Design Group (RRM) Scope of Services for your King City Downtown Plaza project. This version includes your requested revisions.

SCOPE OF SERVICES

The following scope of services represents our best understanding of the City's goals, needs and expectations regarding providing conceptual design options for a new public plaza situated on an existing lot at the corner of Broadway St. and Vanderhurst St. The concept plan will be guided based on input collected from public outreach and City directives.

Task A: Project Startup

Subtask A.1: Kickoff Meeting and Site Tour

RRM's key team members will attend a kickoff meeting with City staff. The purpose of the kickoff meeting is to review major project objectives, milestones, and task delivery schedule as well as collect relevant background information from the City. Following the meeting, RRM will walk the project area with City staff to discuss site constraints and preliminary design thoughts.

Deliverables:

- *Attend one (1) kickoff meeting and Site Tour with City staff*

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609
www.rrmdesign.com
a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844

Subtask A.2: Stakeholder Meeting

On the same day as the kickoff meeting, RRM will meet with stakeholders invited to a meeting to discuss the plaza design process and potential ideas. This is a precursor to the public workshop. The City will select individuals and groups that have a particular interest in the project.

Deliverables:

- *Attend one afternoon/evening of stakeholder meetings (same day as kickoff)*

Subtask A.3: Base Map

RRM will prepare a cost effective base map using available geo-referenced aerial data (dated 2014) for the designated project area. The base map will be suitable for planning purposes, but not the same as a surveyed base map. We have provided an optional task for a topographic base map to be prepared by RRM Surveying. If the City has an existing survey, it can also be used for the base map.

Deliverables:

- *One (1) planning level base map using available Google Earth and geo-referenced data*

Task B: Workshops and City Council Meetings

Subtask B.1: Workshop #1

RRM will facilitate a community meeting to discuss project objectives, goals, and ideas for improving the public plaza space. This initial workshop is intended to allow the team to listen to the community and discover what people feel is necessary and also what should be avoided. The workshop can be held on a weekday or weekend, depending on the likelihood for higher attendance.

Deliverables:

- *Facilitate public workshop #1 – timing of meeting per City staff; provide materials to facilitate workshop*

Subtask B.2: Workshop #2 (Optional-value added task)

RRM will facilitate a second public workshop to share two concept plans and gather necessary feedback regarding the direction of the plaza design if it appears to staff that an additional meeting would be worthwhile.

Deliverables:

- *Facilitate public meeting #2 – timing of meeting per City staff- if necessary*

Subtask B.3: City Council Meeting #1

RRM will participate in a presentation of the two conceptual plan alternatives to the City Council. The first meeting is intended as a work session to discuss the conceptual plan alternatives and public input received. We will receive necessary feedback from the Council and address any comments as part of the design tasks.

Deliverables:

- *Presentation to City Council*

Subtask B.4: City Council Meeting #2 (Optional-value added task)

RRM will participate in a second presentation of the preferred conceptual plan to the City Council. This plan would likely be for conceptual plan approval and discussion about the projected construction cost, any potential phasing, and next steps.

Deliverables:

- *Presentation #2 to City Council -if necessary*

Task C: Conceptual Design

Subtask C.1: Preliminary Conceptual Plan Alternatives

Once the first public workshop is complete, RRM will begin to create two conceptual plan alternatives for the plaza space. The design options will take different approaches towards solving similar opportunities and constraints. The plan alternatives will include graphic images of the proposed improvements and may have options for certain improvements. Both alternatives will work to create an inviting and useful downtown space with decorative hardscape materials, pedestrian scale lighting, and landscape improvements.

RRM will meet with City staff to go over our preliminary plan alternatives and obtain necessary feedback.

Deliverables:

- *Two (2) conceptual plan alternatives and graphics (options for key features)*
- *One (1) meeting with City staff*

Subtask C.2: Draft Final Conceptual Plan

Following review of the preliminary conceptual plan with City staff, City Council (first meeting), and obtaining the necessary feedback from both public workshops, RRM will resolve the concept alternatives into a single draft final conceptual plan with updated conceptual graphics for the plaza improvements.

Deliverables:

- *One (1) draft final conceptual plan and updated graphics*
- *One (1) meeting with City staff*

Subtask C.3: Opinion of Probable Cost

RRM will prepare a preliminary opinion of cost for the draft final conceptual plan. The cost opinion will include a breakdown of materials and components into a spreadsheet format with unit prices and quantities.

Deliverables:

- *One (1) opinion of probable cost*

Note: *This will not be a cost estimate based on detailed design plans.*

Subtask C.4: Final Conceptual Plan

Following the final input from the City, RRM will incorporate the comments received by the Council into a final version of the concept plan and corresponding graphics. Given the prior reviews by the public, staff, and City Council, relatively minor adjustments to the concept plan are anticipated for this task.

Deliverables:

- *One (1) final conceptual plan and graphics*

Task L: Landscape Architecture Design Consultations

Subtask L.1: Downtown Streetscape Design Consultations

RRM will provide design consultation assistance to the City on an as-needed basis for the downtown streetscape improvement projects. Design consultations may include consultation on bulb-out features, reviewing and selecting site furnishings and locations, decorative hardscape materials, and providing design ideas for wind sculptures.

Deliverables:

- *As-needed design consultation services*

Optional Task S: Topographic Survey

Subtask S.1: Topographic Survey

This task is provided as an option to provide a topographic ground survey for the plaza project site. RRM Surveying will provide a topographic survey to include the project site and adjacent right of way areas.

Deliverables:

- *Electronic topographic survey (described above) in AutoCAD format*

Reimbursable Expenses

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

Estimated Fee:

- *$750*

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Meeting facility location
- Relevant record drawings of the site

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. The City may request additional design services. The following work could be included in the plaza project but are not specifically included in this scope of services at this time.

The following services or tasks are specifically excluded from the scope:

- Construction documents
- Additional alternative design options
- Geotechnical services
- Environmental documents (CEQA)
- Applications and fees
- Utility plans
- Subsurface pot holing

TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee (see footnote A)	T&M (see footnote B)
Task A	**Project Startup**		
A.1	Kickoff Meeting and Site Tour	$ 2,950	
A.2	Stakeholder Meeting	$ 1,050	
A.3	Base Map	$ 1,224	
	***Task A** Subtotal*	**$ 5,224**	
Task B	**Workshops & City Council Meetings**		
B.1	Workshop #1	$ 3,424	
B.3	City Council Meeting #1	$ 1,584	
	***Task B** Subtotal*	**$ 5,008**	
Task C	**Conceptual Design**		
C.1	Preliminary Conceptual Plan Alternatives	$ 13,940	
C.2	Draft Final Conceptual Plan	$ 9,070	
C.3	Opinion of Probable Cost	$ 2,850	
C.4	Final Conceptual Plan	$ 7,596	
	***Task C** Subtotal*	**$ 33,456**	
Task L	**Landscape Architecture Design Consultations**		
L.1	Downtown Streetscape Design Consultations		$ 4,000
			$
	***Task L** Subtotal*		**$ 4,000**
	SUBTOTAL:	**$ 43,688**	**$ 4,000**
	SUMMARY OF FEES:	**$47,688**	
	Estimated Reimbursable Expenses:	**$750**	
	ESTIMATED PROJECT TOTAL:	**$48,438**	
OPTIONAL TASKS			
B.2	Workshop #2	$ 3,000	
B.4	City Council Meeting #2	$ 1,584	
D.1	Topographic Survey	$ 3,500	

Fee Footnotes

A. Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.
B. Estimated fees for tasks shown as "Time and Materials" (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked, may be more or less than the estimate given.

Adjustment to Hourly Billing Rates

RRM reserves the right to adjust hourly rates on an annual basis.

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

Jeff Ferber
Principal
CA License No.2844

Attachment: Exhibit A-1, Schedule 1

djpN:\X-FILES\X-Files-0501\X0597-03-UR19-King-City-Downtown-Plaza\Proposal\Original-Docs\Proposal-King-City-Downtown-Plaza-bpd-03-22-19.docx

EXHIBIT A-1: SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE				
Architect	$	95	- $	160
Assistant Manager of Architecture	$	125	- $	185
Design Director	$	145	- $	230
Designer I - Architecture	$	70	- $	100
Designer II - Architecture	$	75	- $	125
Designer III - Architecture	$	90	- $	145
Interior Designer I	$	70	- $	125
Interior Designer II	$	90	- $	150
Intern	$	45	- $	75
Job Captain	$	90	- $	145
Manager of Architecture	$	140	- $	245
Principal	$	175	- $	325
Project Architect	$	105	- $	175
Project Manager - Architecture	$	105	- $	175
Senior Architect	$	135	- $	220
Senior Designer - Architecture	$	135	- $	210
Senior Interior Designer	$	105	- $	195
Senior Project Manager - Architecture	$	135	- $	230

PLANNING & LANDSCAPE ARCHITECTURE				
Assistant Designer	$	70	- $	100
Assistant Planner	$	70	- $	100
Associate Designer	$	80	- $	120
Associate Planner I	$	80	- $	120
Associate Planner II	$	90	- $	140
Designer - Landscape Architecture	$	95	- $	135
Intern	$	45	- $	75
Landscape Architect	$	95	- $	145
Manager of Landscape Architecture	$	140	- $	235
Manager of Planning	$	145	- $	240
Principal	$	175	- $	325
Principal Landscape Architect	$	130	- $	230
Principal Planner	$	140	- $	230
Senior Designer - Landscape Architecture	$	105	- $	160
Senior Landscape Architect	$	110	- $	170
Senior Planner	$	110	- $	185

ENGINEERING & SURVEYING				
Agency Coordinator	$	55	- $	105
Construction Inspector	$	105	- $	155
Designer I - Engineering	$	50	- $	90
Designer II - Engineering	$	70	- $	115
Designer III - Engineering	$	90	- $	135
Engineer I	$	85	- $	125
Engineer II	$	100	- $	155
Land Surveyor	$	115	- $	160
Manager of Engineering Services	$	170	- $	280
Manager of Surveying	$	145	- $	230
Manager of Transportation Services	$	170	- $	280
Party Chief	$	80	- $	135
Principal	$	175	- $	325
Project Engineer	$	115	- $	175
Project Manager - Engineering	$	145	- $	230
Senior Designer - Engineering	$	105	- $	175
Senior Land Surveyor	$	130	- $	195
Senior Party Chief	$	110	- $	180
Senior Project Engineer	$	135	- $	220
Supervisor of Surveying	$	135	- $	205
Survey Technician I	$	55	- $	80
Survey Technician II	$	70	- $	105
Survey Technician III	$	85	- $	155
Surveying Crew Rates				
REGULAR				
One person w/ GPS or Robotic Workstation	$	125	- $	155
Two person	$	175	- $	290
Three person	$	235	- $	390
PREVAILING WAGE				
One person w/ GPS or Robotic Workstation	$	150	- $	180
Two person	$	225	- $	340
Three person	$	325	- $	490

CORPORATE SERVICES				
Accounting Specialist	$	55	- $	100
Business Development Coordinator	$	85	- $	130
Business & Project Development Manager	$	100	- $	155
Chief Executive Officer	$	170	- $	350
Graphic Designer	$	80	- $	135
Manager of Marketing	$	100	- $	210
Marketing Assistant	$	50	- $	90
Marketing Coordinator	$	70	- $	110
Office Coordinator	$	70	- $	125
Project Accountant	$	65	- $	125
Project Administrator	$	70	- $	125
Receptionist	$	40	- $	80

rrm design group

EXHIBIT 2

CITY OF KING
PROFESSIONAL SERVICES AGREEMENT FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this ____ day of _____, 2019, by and between the CITY OF KING, a California municipal corporation ("City") and RRM DESIGN GROUP (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of fifty thousand dollars ($50,000) ("Contract Sum").

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

4.2 Contract Officer. Steve Adams, City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under

this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe

in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

_____
Steven Adams, City Manager

ATTEST:

_____
Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Roy Santos, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

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

EXHIBIT "A"

SCOPE OF SERVICES

The following scope of services represents our best understanding of the City's goals, needs and expectations regarding providing conceptual design options for a new public plaza situated on an existing lot at the corner of Broadway St. and Vanderhurst St. The concept plan will be guided based on input collected from public outreach and City directives.

Task A: Project Startup

Subtask A.1: Kickoff Meeting and Site Tour

CONSULTANT's key team members will attend a kickoff meeting with City staff. The purpose of the kickoff meeting is to review major project objectives, milestones, and task delivery schedule as well as collect relevant background information from the City. Following the meeting, CONSULTANT will walk the project area with City staff to discuss site constraints and preliminary design thoughts.

Deliverables: Attend one (1) kickoff meeting and Site Tour with City staff

Subtask A.2: Stakeholder Meeting

On the same day as the kickoff meeting, CONSULTANT will meet with stakeholders invited to a meeting to discuss the plaza design process and potential ideas. This is a precursor to the public workshop. The City will select individuals and groups that have a particular interest in the project.

Deliverables: *Attend one afternoon/evening of stakeholder meetings (same day as kickoff)*

Subtask A.3: Base Map

CONSULTANT will prepare a cost effective base map using available geo-referenced aerial data (dated 2014) for the designated project area. The base map will be suitable for planning purposes, but not the same as a surveyed base map. We have provided an optional task for a topographic base map to be prepared by CONSULTANT Surveying. If the City has an existing survey, it can also be used for the base map.

Deliverables: One (1) planning level base map using available Google Earth and geo-referenced data

Task B: Workshops and City Council Meetings

Subtask B.1: Workshop #1

CONSULTANT will facilitate a community meeting to discuss project objectives, goals, and ideas for improving the public plaza space. This initial workshop is intended to allow the team to listen to the community and discover what people feel is necessary and also what should be avoided. The workshop can be held on a weekday or weekend, depending on the likelihood for higher attendance.

Deliverables: Facilitate public workshop #1 – timing of meeting per City staff; provide materials to facilitate workshop

Subtask B.3: City Council Meeting #1

CONSULTANT will participate in a presentation of the two conceptual plan alternatives to the City Council. The first meeting is intended as a work session to discuss the conceptual plan alternatives and public input received. We will receive necessary feedback from the Council and address any comments as part of the design tasks.

Deliverables: Presentation to City Council

Task C: Conceptual Design

Subtask C.1: Preliminary Conceptual Plan Alternatives

Once the first public workshop is complete, CONSULTANT will begin to create two conceptual plan alternatives for the plaza space. The design options will take different approaches towards solving similar opportunities and constraints. The plan alternatives will include graphic images of the proposed improvements and may have options for certain improvements. Both alternatives will work to create an inviting and useful downtown space with decorative hardscape materials, pedestrian scale lighting, and landscape improvements.

CONSULTANT will meet with City staff to go over our preliminary plan alternatives and obtain necessary feedback.

Deliverables:

- *Two (2) conceptual plan alternatives and graphics (options for key features)*
- *One (1) meeting with City staff*

Subtask C.2: Draft Final Conceptual Plan

Following review of the preliminary conceptual plan with City staff, City Council (first meeting), and obtaining the necessary feedback from both public workshops, CONSULTANT will resolve the concept alternatives into a single draft final conceptual plan with updated conceptual graphics for the plaza improvements.

Deliverables:

- *One (1) draft final conceptual plan and updated graphics*
- *One (1) meeting with City staff*

Subtask C.3: Opinion of Probable Cost

CONSULTANT will prepare a preliminary opinion of cost for the draft final conceptual plan. The cost opinion will include a breakdown of materials and components into a spreadsheet format with unit prices and quantities.

Deliverables: One (1) opinion of probable cost

Note: *This will not be a cost estimate based on detailed design plans.*

Subtask C.4: Final Conceptual Plan

Following the final input from the City, CONSULTANT will incorporate the comments received by the Council into a final version of the concept plan and corresponding graphics. Given the prior reviews by the public, staff, and City Council, relatively minor adjustments to the concept plan are anticipated for this task.

Deliverables: One (1) final conceptual plan and graphics

Task L: Landscape Architecture Design Consultations

Subtask L.1: Downtown Streetscape Design Consultations

CONSULTANT will provide design consultation assistance to the City on an as-needed basis for the downtown streetscape improvement projects. Design consultations may include consultation on bulb-out features, reviewing and selecting site furnishings and locations, decorative hardscape materials, and providing design ideas for wind sculptures.

Deliverables: As-needed design consultation services

EXHIBIT "B"

SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

		RATE	TIME	SUB-BUDGET
A.	**Task A**	_____	___	$5,224
B.	**Task B**	_____	___	$5,008
C.	**Task C**	_____	___	$33,456
D.	**Task L**	_____	___	$4,000

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Phase 2 Services shall not exceed $50,000 as provided in Section 2.1 of this Agreement.

V. Incidental expenses incurred by CONSULTANT Design Group or any subconsultant it may hire to perform services for this project, are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by CONSULTANT Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models.

Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services within a period of eight (8) months from execution of the Agreement.**

II. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**