

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

TUESDAY JUNE 25, 2019
6:00 P.M.

CITY HALL
212 S. VANDERHURST AVENUE
KING CITY, CALIFORNIA 93930

**Spanish interpretation services will be available at meeting*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting, Please contact the City Clerk's Office (831-386-5925) at least 48 hours prior to the Meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

** Please submit all correspondence for City Council PRIOR to the meeting with a copy to the City Clerk.*

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**
 - A. 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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.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 June 11, 2019 Council Meeting
Recommendation: approve and file.
- B. City of King June 14, 2019 Invoices Paid
Recommendation: receive and file.
- C. Successor Agency June 14, 2019 Invoices Paid
Recommendation: receive and file.
- D. Consideration: An Ordinance of the City Council of the City of King Approving Zoning District and Historic Corridor Revitalization Plan Amendments On 119 North Vanderhurst Avenue (RZ Case No. 2019-001)
Recommendation: City Council conduct the second reading, by title only, and adopt the Ordinance related to approving Zoning District and Historic Corridor Revitalization Plan Amendments on 199 North Vanderhurst Avenue.
- E. Consideration: Agreement with Office Team for Human Resources Services
Recommendation: 1) approve an agreement with Office Team for human resources management services; and 2) authorize the City Manager to execute the agreement and make any non-substantive changes necessary in a form approved by the City Attorney.
- F. Consideration: Rescinding of Agreement with Hypercar LLC for Use of Mesa Del Rey Airport for a Half Mile Shootout Speed Car Event
Recommendation: City Council rescind the agreement with Hypercar LLC for use of the Mesa Del Rey Airport for a one-day half-mile Supercar Mafia shootout speed car event.
- G. Consideration: Memorandum of Understanding with the King City Confidential Employees Association (KCCEA)
Recommendation: adopt a Resolution ratifying a Memorandum of Understanding between the City of King and the King City Confidential Employees Association (KCEA) for the period of July 1, 2019 through June 30, 2022.
- H. Consideration: FY 2019-20 Job Classification Plan
Recommendation: adopt a Resolution approving the FY 2019-20 Job Classification Plan, including salary range increases for certain unrepresented full-time and part-time positions.

10. PUBLIC HEARINGS

- A. Consideration: A Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC for Hotel Project at 1023 Broadway Street
Recommendation: continue this item to the regularly scheduled meeting on July 9, 2019.

- B. Consideration: A Resolution of the City Council of the City of King City Declaring Intention to Levy and Collect Assessments Previously Formed Landscaping and Lighting District "Riverview Gardens Landscape Maintenance District" (Adopted on March 10, 1998)
Recommendation: adopt Resolution declaring its intent to levy and collect assessments from the previously formed landscaping and lighting district.

11. REGULAR BUSINESS

- A. Consideration: A Resolution Prioritizing and Supporting Active Transportation Projects and Community Events
Recommendation: 1) adopt a Resolution prioritizing and supporting active transportation projects and community events; 2) receive a presentation on the results of the Ciclovía event; and 3) direct staff to work with the County of Monterey Health Department and community organizations to determine the feasibility of sponsoring a 2020 Ciclovía event.

- B. Consideration: A First Amendment to Lease with Option to Purchase with Pacific Continental Wood Products, Inc. for Parcel Number 026-351-030-000, City Owned Property Located at 1051 Industrial Way
Recommendation: adopt a Resolution approving a First Amendment to Lease with Option to Purchase with Pacific Continental Wood Products, Inc. for Parcel Number 026-351-030-000 and authorizing the City Manager to execute all lease and sale documents and to make non-substantive changes as necessary in a form approved by the City Attorney.

- C. Consideration: Ban on Use of Roundup and Other Glyphosate Weed Killers on City Property
Recommendation: City Council not institute a ban on use of Roundup and other glyphosate weed killers on City property and instead direct staff to implement proposed increased safety precautions.

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. Government Code section 54956.9
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (Deciding Whether to Initiate Litigation): One Case

13. ADJOURNMENT

**City Council Meeting
June 11, 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 Pro Tem Victoria.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

Council members Cullen and DeLeon's has an excused absence.

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

4. CLOSED SESSION ANNOUNCEMENTS:

City Attorney Shannon Chaffin noted that for item 12 B the need exists to take action immediately, and the need for action came to the attention of the City during the course of the weekend and after the agenda was posted. It was added to the agenda by a motion by Council member Acosta and Seconded by Mayor Pro Tem Victoria, motion carried 3-0.

5. PRESENTATIONS:

6. PUBLIC COMMUNICATIONS:

Karen Jernigan introduced the self-guided Walking Tour of historic downtown highway 101 brochures and gave one to each of the Council members. She will be handing them out at the beautification BBQ as well.

7. COUNCIL COMMUNICATIONS:

Council Member Acosta stated she has nothing tonight.

Mayor Pro Tem Victoria stated he has an AMBAG meeting tomorrow.

Mayor LeBarre stated we have new PD officers swearing in ceremony on the 14th, on June 20 FHL Training day/Commander Lunch, June 22 Senator Caballero is having the Young Legislature Program. June 25th FHL change of command ceremony and the Mayor will be attending the Opportunity Zone meeting at Salinas City hall.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated we just received the League of California Cities conference information and he will get it on the next agenda to see who would like to go.

City Attorney Shannon Chaffin stated that their firm will be at the League of California Cities and on Thursday night would like to invite the representative to join in and do some networking. Roy also sends his apologies but he is feeling under the weather and didn't want to share.

9. CONSENT AGENDA

- A. Meeting Minutes of May 28, 2019 Council Meeting
- B. City of King May 31, 2019 Invoices Paid
- C. Public Financing Authority May 31, 2019 Invoices Paid
- D. City of King KCCP Payments through May 28, 2019
- E. Consideration: Lease Purchase Agreement for City Computers and Software
- F. Consideration: A Resolution Establishing Terms for the Budget Advisory Committee
- G. Consideration: A Resolution in Support of the Monterey County 2020 Census Complete Count Committee
- H. Consideration: A Resolution Approving the Form of and Authorizing Execution of an Amended and Restated Indenture of Trust and Authorizing Actions Related Thereto
- I. Consideration: Appointments to the Parks and Recreation Commission
- J. Consideration: Confirmation of Election and Appointment of King City Volunteer Fire Department Officers and Engineers

Action: Motion to approve consent agenda items A-J by Victoria and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members: Cullen, DeLeon

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: An Ordinance of the City Council of the City of King Approving Zoning District and Historic Corridor Revitalization Plan Amendments on 119 North Vanderhurst Avenue (RZ Case No. 2019-001)

Community Development Director Liberto introduced this item showing a Powerpoint presentation.

Mayor LeBarre read the title into the record.

Mayor LeBarre opened the public hearing,

Janet Buttgerreit gave thanks to Doreen, explained the circumstances and introduced their potential tenant Marilyn Silva. She is planning on putting in an antique shop.

Mayor LeBarre closed public hearing.

City Attorney Chaffin read the title of the ordinance into the record for introduction.

Action: Motion to conduct the first reading of the Ordinance, by title only, and set the second reading and adoption for the next regularly scheduled Council meeting of June 25, 2019 by Victoria and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members: Cullen, DeLeon

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

- A. Consideration: FY 2019-20 / FY 2020-21 Biennial Budget and FY 2019-20 Appropriation Limit

City Manager Adams introduced this item.

City Finance Director further introduced this item.

Council Member Acosta is so pleased with this conservative budget.

Action: Motion to 1) adopt a Resolution approving the FY 2019-20/ FY 2020-21 Biennial Budget; and 2) adopt a Resolution establishing the appropriation limit from tax proceeds for FY 2019-20 by Victoria and seconded by Acosta.

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

NOES: Council Members:

ABSENT: Council Members: Cullen, DeLeon

ABSTAIN: Council Members:

12. CITY COUNCIL CLOSED SESSION

- A. Conference with Legal Counsel - Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)
One Potential Case

- B. Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(4))
One Potential Cases

City Attorney Shannon Chaffin stated that he would be only sitting in on Item B due to legal requirements with Item A and an attorney will be on the phone for that item.

ADJOURNMENT:

Mayor LeBarre adjourned to closed session at 6:22p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF CITY OF KING JUNE 14, 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.

**CITY COUNCIL/CITY
CONSIDERATION OF CITY JUNE 14, 2019 INVOICES PAID
JUNE 25, 2019
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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

June 14, 2019 (FY 2018-19)

Date: 06/18/2019

Time: 1:38 pm

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KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	A T & T	06/14/2019	WFB	Internet - #139650003	
	P O BOX 5014	06/14/2019	N		75.00
76289	CAROL STREAM	05/22/2019	N	N	0.00
A T T	IL 60197-5014	05/22/2019	0.00	N	0
	<Emailing Stub Disabled>	05/22/2019	05222019		<u>75.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	75.00	0.00
Distribution Total		75.00	0.00

Vendor Total: 75.00

	ALCANTAR HARDWARE INC	06/14/2019	WFB	Signs for Waste Water	
	600 BROADWAY ST	06/14/2019	N	Plant.	24.26
76169	KING CITY	05/24/2019	N	N	0.00
KCTVHARD	CA 93930	05/24/2019	0.00	N	0
	<Emailing Stub Disabled>	05/24/2019	506031		<u>24.26</u>

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.000	Operating Supplies	24.26	0.00
Distribution Total		24.26	0.00

	ALCANTAR HARDWARE INC	06/14/2019	WFB	Safe Vest for Volunteers.	
	600 BROADWAY ST	06/14/2019	N		65.18
76171	KING CITY	05/24/2019	N	N	0.00
KCTVHARD	CA 93930	05/24/2019	0.00	N	0
	<Emailing Stub Disabled>	05/24/2019	506008		<u>65.18</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-522.000	Operating Supplies	65.18	0.00
Distribution Total		65.18	0.00

	ALCANTAR HARDWARE INC	06/14/2019	WFB	Supplies for Cutting Tree	
	600 BROADWAY ST	06/14/2019	N	Down at Golf Course.	42.17
76172	KING CITY	05/08/2019	N	N	0.00
KCTVHARD	CA 93930	05/08/2019	0.00	N	0
	<Emailing Stub Disabled>	05/08/2019	505480		<u>42.17</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-522.000	Operating Supplies	42.17	0.00
Distribution Total		42.17	0.00

	ALCANTAR HARDWARE INC	06/14/2019	WFB	Supplies	
	600 BROADWAY ST	06/14/2019	N		27.18
76195	KING CITY	06/05/2019	N	N	0.00
KCTVHARD	CA 93930	06/05/2019	0.00	N	0
	<Emailing Stub Disabled>	06/05/2019	506405		<u>27.18</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	27.18	0.00
Distribution Total		27.18	0.00

	ALCANTAR HARDWARE INC	06/14/2019	WFB	Vest for Volunteers	
	600 BROADWAY ST	06/14/2019	N		575.80
76196	KING CITY	06/05/2019	N	N	0.00
KCTVHARD	CA 93930	06/05/2019	0.00	N	0
	<Emailing Stub Disabled>	06/05/2019	506383		<u>575.80</u>

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

June 14, 2019 (FY 2018-19)

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

10-426-522.000	Operating Supplies				575.80	0.00
Distribution Total					575.80	0.00

Vendor Total: 734.59

76175	ALESHIRE & WYNDER LLP	06/14/2019		WFB	Legal Services - General	
A & W	18881 VON KARMAN AVE	06/14/2019		N		10,829.00
	IRVINE	05/28/2019		N	N	0.00
	CA 92612	05/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/28/2019	51538			10,829.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	10,829.00	0.00
Distribution Total		10,829.00	0.00

76176	ALESHIRE & WYNDER LLP	06/14/2019		WFB	Legal Services - Personnel	
A & W	18881 VON KARMAN AVE	06/14/2019		N		1,010.50
	IRVINE	05/28/2019		N	N	0.00
	CA 92612	05/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/28/2019	51539			1,010.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	1,010.50	0.00
Distribution Total		1,010.50	0.00

76177	ALESHIRE & WYNDER LLP	06/14/2019		WFB	Legal Services - Planning	
A & W	18881 VON KARMAN AVE	06/14/2019		N		1,634.00
	IRVINE	05/28/2019		N	N	0.00
	CA 92612	05/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/28/2019	51540			1,634.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-151-531.000	Legal Services	1,634.00	0.00
Distribution Total		1,634.00	0.00

76178	ALESHIRE & WYNDER LLP	06/14/2019		WFB	Legal Services - Wastewater	
A & W	18881 VON KARMAN AVE	06/14/2019		N		665.00
	IRVINE	05/28/2019		N	N	0.00
	CA 92612	05/28/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/28/2019	51542			665.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-538.000	Professional Services	665.00	0.00
Distribution Total		665.00	0.00

Vendor Total: 14,138.50

76183	ALLIANT INSURANCE SERVICES	06/14/2019		WFB	Vehicle Ins - MX193058679	
ALLIANT	1301 DOVE STREET, STE. 200	06/14/2019		N		325.00
	NEWPORT BEACH	05/22/2019		N	N	0.00
	CA 92660-2436	05/22/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/22/2019	1086270			325.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-555.105	Vehicle Insurance	325.00	0.00
Distribution Total		325.00	0.00

Vendor Total: 325.00

Edit List of Invoices - Detail w/GL

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
76191	AMERICAN SUPPLY CO. P O BOX 2026 SALINAS, CA 93902 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/05/2019 06/05/2019		WFB N N N	Supplies	117.61 0.00 0.00 117.61
AM SUPPLY		06/05/2019	0.00		0	
		06/05/2019	2851488			

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.000	Operating Supplies	117.61	0.00
Distribution Total		117.61	0.00

76192	AMERICAN SUPPLY CO. P O BOX 2026 SALINAS, CA 93902 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/12/2019 06/12/2019		WFB N N N	Operating Supplies	79.74 0.00 0.00 79.74
AM SUPPLY		06/12/2019	0.00		0	
		06/12/2019	2852286			

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.000	Operating Supplies	79.74	0.00
Distribution Total		79.74	0.00

76193	AMERICAN SUPPLY CO. P O BOX 2026 SALINAS, CA 93902 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/16/2019 05/16/2019		WFB N N N	Janitorial Supply	1,091.80 0.00 0.00 1,091.80
AM SUPPLY		05/16/2019	0.00		0	
		05/16/2019	2849225			

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.102	Janitorial Supplies	1,091.80	0.00
Distribution Total		1,091.80	0.00

76194	AMERICAN SUPPLY CO. P O BOX 2026 SALINAS, CA 93902 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/02/2019 05/02/2019		WFB N N N	Janitorial Supply	740.86 0.00 0.00 740.86
AM SUPPLY		05/02/2019	0.00		0	
		05/02/2019	2847664			

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.102	Janitorial Supplies	740.86	0.00
Distribution Total		740.86	0.00

Vendor Total: 2,030.01

76198	SYLVIA KANANI BARBREE 650 CANAL STREET KING CITY CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/23/2019 05/23/2019		WFB N N Y	Wreath for Memorial Day.	135.94 0.00 0.00 135.94
GARDEN		05/23/2019	0.00		0	
		05/23/2019	57296			

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.000	Professional Services	135.94	0.00
Distribution Total		135.94	0.00

Vendor Total: 135.94

76199	BEATWEAR, INC 411 W. MAIN ST VISALIA CA 93291 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/02/2019 05/02/2019		WFB N N N	Uniform	921.02 0.00 0.00 921.02
BEATWEAR		05/02/2019	0.00		0	
		05/02/2019	5917			

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

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	921.02	0.00
Distribution Total		921.02	0.00

Vendor Total: 921.02

76200	RICHARD A. BENSON PLUMBING	06/14/2019		WFB	Repair Restrooms -	
	630 BROADWAY	06/14/2019		N	Swimming Pool	215.00
BENSON	KING CITY	05/28/2019		N	N	0.00
	CA 93930	05/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/28/2019	58857			215.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-533.000	Contract Services	215.00	0.00
Distribution Total		215.00	0.00

Vendor Total: 215.00

76197	ART BLACK	06/14/2019		WFB	Annual Fire Inspections for	
	P O BOX 7168	06/14/2019		N	Business.	2,250.00
CARMEL FIR	CARMEL-BY-THE-SEA	05/23/2019		N	N	0.00
	CA 93921	05/23/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/23/2019	19K			2,250.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	2,250.00	0.00
Distribution Total		2,250.00	0.00

Vendor Total: 2,250.00

76204	CALIFORNIA POLICE CHIEFS ASE	06/14/2019		WFB	Membership - Through 6/30/20	
	P O BOX 255745	06/14/2019		N		348.00
CA POLICE	SACRAMENTO	05/01/2019		N	N	0.00
	CA 95865-5745	05/01/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/01/2019	12946			348.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-552.000	Dues & Memberships	348.00	0.00
Distribution Total		348.00	0.00

Vendor Total: 348.00

76207	CHIEF LAW ENFORCEMENT SUI	06/14/2019		WFB	Safety Supplies	
	P O BOX 602763	06/14/2019		N		405.00
CHIEFL	CHARLOTTE	06/06/2019		N	N	0.00
	NC 28260-2763	06/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	178811			405.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.110	Patrol & Auto Equipment	405.00	0.00
Distribution Total		405.00	0.00

Vendor Total: 405.00

Edit List of Invoices - Detail w/GL

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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
76292 CNASUR	CNA SURETY DIRECT BILL P O BOX 957312 ST LOUIS, MO 63195-7312 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/15/2019 06/15/2019 06/15/2019	 0.00 06152019	WFB N N N	Bond N 0	400.00 0.00 0.00 400.00

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

Vendor Total: 400.00

76201 COASTAL	COASTAL TRACTOR 10 HARRIS PLACE SALINAS, CA 93901 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/14/2019 05/14/2019 05/14/2019	 0.00 UK01813	WFB N N N	Tractor Rented for Airport Mowing. N 0	652.50 0.00 0.00 652.50
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GL Number	Account Name	Pay Amount	Relieve Amount
15-440-533.000	Contract Services	652.50	0.00
Distribution Total		652.50	0.00

Vendor Total: 652.50

76295 COASTL	COASTLINE MARKETING GROUP 1628 N MAIN ST #263 SALINAS CA 93906 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/01/2019 06/01/2019 06/01/2019	 0.00 96812	WFB N N N	Website Maint - June 2019 N 0	125.00 0.00 0.00 125.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	125.00	0.00
Distribution Total		125.00	0.00

Vendor Total: 125.00

76203 COMINFO	COUNTY OF MONTEREY 1590 MOFFETT STREET SALINAS CA 93905 <Emailing Stub Disabled>	06/14/2019 06/14/2019 07/30/2019 07/30/2019 07/30/2019	 0.00 4/2019	WFB N N N	Gen Micro Billing N 0	918.12 0.00 0.00 918.12
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.306	Mobile Network Connections	918.12	0.00
Distribution Total		918.12	0.00

Vendor Total: 918.12

76206 CSOFNE	CREATIVE SERVICES P O BOX 417 LEICESTER MA 01524-0417 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/22/2019 05/22/2019 05/22/2019	 0.00 D19-23657	WFB N N Y	Stickers for Kids N 0	236.95 0.00 0.00 236.95
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.110	Patrol & Auto Equipment	236.95	0.00
Distribution Total		236.95	0.00

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

Vendor Total: 236.95

76205	CRIMESTAR CORPORATION	06/14/2019		WFB	Crimestar for Partida	
	P.O. BOX 6100	06/14/2019		N	Laptop.	1,550.00
CRIMESTAR	SANTA BARBARA	06/05/2019		N	N	0.00
	CA 93160	06/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2019	RMS/SUP			1,550.00

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.000	Contract Services	1,550.00	0.00
Distribution Total		1,550.00	0.00

Vendor Total: 1,550.00

76209	DAVE'S REPAIR SERVICE	06/14/2019		WFB	Monthly Fuel Tank Inspection-	
	1105 OLD STAGE ROAD	06/14/2019		N	June 2019	85.00
DAVE'S REP	SALINAS	05/30/2019		N	N	0.00
	CA 93908	05/30/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/30/2019	29782			85.00

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-542.104	Tank Testing (Annual)	85.00	0.00
Distribution Total		85.00	0.00

Vendor Total: 85.00

76210	DEPARTMENT OF JUSTICE	06/14/2019		WFB	Fingerprints	
	CASHIERING UNIT	06/14/2019		N		675.00
DEPT ACCNT	SACRAMENTO	06/05/2019		N	N	0.00
	CA 94244-2550	06/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2019	379081			675.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-315-558.311	DOJ Fingerprint Checks	675.00	0.00
Distribution Total		675.00	0.00

Vendor Total: 675.00

76208	LAUREN DOMINGOS	06/14/2019		WFB	Softball Umpire	
	51220 PINE CANYON ROAD	06/14/2019		N		200.00
DOMINGOS/L	KING CITY	05/10/2019		N	N	0.00
	CA 93930	05/10/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	05/10/2019	05102019			200.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	200.00	0.00
Distribution Total		200.00	0.00

Vendor Total: 200.00

76211	EARTH DESIGN, INC.	06/14/2019		WFB	General Admin	
		06/14/2019		N		15,568.59
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-371			15,568.59

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-533.000	Contract Services	15,568.59	0.00

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount

Distribution Total					15,568.59	0.00
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	EARTH DESIGN, INC.	06/14/2019		WFB	Mileage Reimbursement	
		06/14/2019		N		1,112.00
76212	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-372			1,112.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-533.000	Contract Services	1,112.00	0.00
Distribution Total		1,112.00	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	Developer Misc Accounts	
		06/14/2019		N	Amherst C-N (Chris Madson)	1,810.94
76213	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-373			1,810.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	1,810.94	0.00
Distribution Total		1,810.94	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	Developer Misc Accounts	
		06/14/2019		N	Sunset Center C-N	511.40
76214	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-374			511.40

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	511.40	0.00
Distribution Total		511.40	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	601 Broadway, Full Stop Market	
		06/14/2019		N		230.13
76215	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-375			230.13

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	230.13	0.00
Distribution Total		230.13	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	ZC 2019-001	
		06/14/2019		N	119 Vanderhurst Zone Change.	4,047.57
76216	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-376			4,047.57

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	4,047.57	0.00
Distribution Total		4,047.57	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	SN 2019-003	
		06/14/2019		N	SGH, Fresh Harvest	66.18
76217	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-377			66.18

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

10-000-204.999	Misc Developer Accounts				66.18	0.00
Distribution Total					66.18	0.00

76218	EARTH DESIGN, INC.	06/14/2019		WFB	SN 2019-006	
		06/14/2019		N	Santa Maria Seeds	66.18
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-378			66.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	66.18	0.00
Distribution Total		66.18	0.00

76219	EARTH DESIGN, INC.	06/14/2019		WFB	General Admin	
		06/14/2019		N	(Operations Permit)	1,158.75
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-379			1,158.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-422.200	Operations Permits	1,158.75	0.00
Distribution Total		1,158.75	0.00

76220	EARTH DESIGN, INC.	06/14/2019		WFB	Boutique Unlimited	
		06/14/2019		N	Developer Deposit)	289.69
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-380			289.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.333	Boutique Unilimited	289.69	0.00
Distribution Total		289.69	0.00

76221	EARTH DESIGN, INC.	06/14/2019		WFB	K C Cultivation	
		06/14/2019		N	(Developer Deposit)	997.81
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-381			997.81

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.334	King City Cultivation	997.81	0.00
Distribution Total		997.81	0.00

76222	EARTH DESIGN, INC.	06/14/2019		WFB	Golden State Science	
		06/14/2019		N	(Developer Deposit)	32.19
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-382			32.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.337	Golden State Sciences	32.19	0.00
Distribution Total		32.19	0.00

76223	EARTH DESIGN, INC.	06/14/2019		WFB	MD Biodesign	
		06/14/2019		N	(Developer Deposit)	32.19
EARTH DESI	CAMBRIA	06/07/2019		N	N	0.00
	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-383			32.19

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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

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

	EARTH DESIGN, INC.	06/14/2019		WFB	Elite Molecular	
		06/14/2019		N		32.19
76224	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-384			32.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.808	Elite Molecular, LLC	32.19	0.00
Distribution Total		32.19	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	K C Farms	
		06/14/2019		N	(Developer Deposit)	225.31
76225	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-385			225.31

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.809	King City Farms LLC	225.31	0.00
Distribution Total		225.31	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	Nice Guy	
		06/14/2019		N	(Developer Deposit)	32.19
76226	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-386			32.19

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.849	Stone Services	32.19	0.00
Distribution Total		32.19	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	Ron/Brandon	
		06/14/2019		N	(Developer Deposit)	225.31
76227	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-387			225.31

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.851	Sol Invictus	225.31	0.00
Distribution Total		225.31	0.00

	EARTH DESIGN, INC.	06/14/2019		WFB	People's Self-Help	
		06/14/2019		N	Housing Apts.	1,794.41
76228	CAMBRIA	06/07/2019		N	N	0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-388			1,794.41

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.852	People's Self-Help Housing Cor	1,794.41	0.00
Distribution Total		1,794.41	0.00

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Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	EARTH DESIGN, INC.	06/14/2019	WFB	RAVA Workforce Housing		
		06/14/2019	N			1,931.26
76229	CAMBRIA	06/07/2019	N	N		0.00
EARTH DESI	CA 93428	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	0102-389			1,931.26

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.853	Rava Housing Project	1,931.26	0.00
Distribution Total		1,931.26	0.00

Vendor Total: 30,164.29

	EIKHOF DESIGN GROUP INC	06/14/2019	WFB	Special Projects Coordination-		
	4875 EL CAMINO REAL	06/14/2019	N	Public Works.		3,640.00
76166	ATASCADERO	05/31/2019	N	N		0.00
EIKHOF	CA 93422	05/31/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/31/2019	2019-143			3,640.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-556.000	Contract Services/Rentals	1,092.00	0.00
18-412-538.000	Professional Services	2,548.00	0.00
Distribution Total		3,640.00	0.00

Vendor Total: 3,640.00

	EMERGENCY VEHICLE SPECIAL:	06/14/2019	WFB	FUI Lightbars/Chargers		
	300 PARK CENTER DRIVE	06/14/2019	N			425.00
76180	HOLLISTER	03/21/2019	N	N		0.00
EVEH	CA 95023	03/21/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	03/21/2019	9629			425.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	425.00	0.00
Distribution Total		425.00	0.00

Vendor Total: 425.00

	JOVANY GARCIA	06/14/2019	WFB	Basketball		
	101 RIVER DR.	06/14/2019	N			66.00
76233	KING CITY	06/06/2019	N	N		0.00
GARCIAJ	CA 93930	06/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019			66.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	66.00	0.00
Distribution Total		66.00	0.00

Vendor Total: 66.00

	GONZALES IRRIGATION SYSTEM	06/14/2019	WFB	Supply for Pools.		
	P.O. DRAWER BB	06/14/2019	N			27.69
76231	GONZALES	05/13/2019	N	N		0.00
GIS	CA 93926	05/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/13/2019	103733			27.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	27.69	0.00
Distribution Total		27.69	0.00

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	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount

Vendor Total: 27.69

76181	DIXIE GOULD	06/14/2019	WFB	Reimburse for Laundry, Litter		105.18
		06/14/2019	N	and Food Supply for Animals.		
		05/29/2019	N	N		0.00
GOULD		05/29/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/29/2019	05292019			105.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	105.18	0.00
Distribution Total		105.18	0.00

Vendor Total: 105.18

76232	GREEN LINE	06/14/2019	WFB	Clean Borex WWP		1,760.00
	1128-A MADISON LANE	06/14/2019	N			
	SALINAS	05/22/2019	N	N		0.00
GREEN L	CA 93907	05/22/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/22/2019	13248549			1,760.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	1,760.00	0.00
Distribution Total		1,760.00	0.00

Vendor Total: 1,760.00

76284	WESLEY HICKS-BLAIR	06/14/2019	WFB	Softball Umpire		50.00
	491 SOBERANES	06/14/2019	N			
	KING CITY	04/06/2019	N	N		0.00
HICKSB	CA 93930	04/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	04/06/2019	04062019			50.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	50.00	0.00
Distribution Total		50.00	0.00

Vendor Total: 50.00

76282	HINDERLITER, DELLAMAS & ASS	06/14/2019	WFB	1/2 Cent Sales Tax Admin		300.00
	120 S STATE COLLEGE BLVD.	06/14/2019	N			
	BREA,	06/10/2019	N	N		0.00
HINDERLITE	CA 92821	06/10/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/10/2019	0031581-IN			300.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-533.000	Contract Services	300.00	0.00
Distribution Total		300.00	0.00

Vendor Total: 300.00

76173	HYDRO TURF, INC.	06/14/2019	WFB	Service on New Mower.		560.73
	750 WORK STREET	06/14/2019	N			
	SALINAS	05/31/2019	N	N		0.00
HYDRO TURF	CA 93901	05/31/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/31/2019	1715910			560.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	560.73	0.00

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

Distribution Total						560.73	0.00
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	HYDRO TURF, INC.	06/14/2019		WFB	Operating Supply for Edger.		
	750 WORK STREET	06/14/2019		N			140.28
76174	SALINAS	05/31/2019		N	N		0.00
HYDRO TURF	CA 93901	05/31/2019	0.00	N	0		0.00
	<Emailing Stub Disabled>	05/31/2019	1715912				140.28

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.200	Equipment Repair & Maintenance	140.28	0.00
Distribution Total		140.28	0.00

Vendor Total: 701.01

	IACP-INTERNATIONAL ASSOCIAT	06/14/2019		WFB	Membership		
	P.O. BOX 62564	06/14/2019		N	#10016407		95.00
76234	BALTIMORE	06/05/2019		N	N		0.00
IACP	MD 21264-2564	06/05/2019	0.00	Y	0		0.00
	<Emailing Stub Disabled>	06/05/2019	0068117				95.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-552.000	Dues & Memberships	95.00	0.00
Distribution Total		95.00	0.00

Vendor Total: 95.00

	IAPE	06/14/2019		WFB	Training - #C614825		
	7474 NORTH FIGUERROA ST.,	06/14/2019		N			375.00
76235	LOS ANGELES	03/04/2019		N	N		0.00
IAPE	CA 90041	03/04/2019	0.00	N	0		0.00
	<Emailing Stub Disabled>	03/04/2019	LI645006				375.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-553.000	Training	375.00	0.00
Distribution Total		375.00	0.00

Vendor Total: 375.00

	JOSE RODRIGUEZ	06/14/2019		WFB	Vehicle Maint. -		
	112 SOUTH FIRST STREET	06/14/2019		N	Dodge Charger		133.80
76236	KING CITY	05/03/2019		N	N		0.00
TIRE KING	CA 93930	05/03/2019	0.00	Y	0		0.00
	<Emailing Stub Disabled>	05/03/2019	69653				133.80

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	133.80	0.00
Distribution Total		133.80	0.00

	JOSE RODRIGUEZ	06/14/2019		WFB	Vehicle Maint. - 2006 Ford		
	112 SOUTH FIRST STREET	06/14/2019		N			110.41
76237	KING CITY	05/14/2019		N	N		0.00
TIRE KING	CA 93930	05/14/2019	0.00	Y	0		0.00
	<Emailing Stub Disabled>	05/14/2019	69799				110.41

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	110.41	0.00
Distribution Total		110.41	0.00

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76238	JOSE RODRIGUEZ 112 SOUTH FIRST STREET KING CITY	06/14/2019 06/14/2019 05/21/2019		WFB N N	Vehicle Maint. - Ford Escape	310.40 0.00
TIRE KING	CA 93930 <Emailing Stub Disabled>	05/21/2019 05/21/2019	0.00 69867	Y	0	0.00 310.40

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	310.40	0.00
Distribution Total		310.40	0.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
76239	JOSE RODRIGUEZ 112 SOUTH FIRST STREET KING CITY	06/14/2019 06/14/2019 05/28/2019		WFB N N	Vehicle Maint. - 17 Dodge Charger.	107.15 0.00
TIRE KING	CA 93930 <Emailing Stub Disabled>	05/28/2019 05/28/2019	0.00 69942	Y	0	0.00 107.15

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	107.15	0.00
Distribution Total		107.15	0.00

Vendor Total: 661.76

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
76249	MARK J KEPPLER 538 W BEDFORD AVENUE CLOVIS	06/14/2019 06/14/2019 06/02/2019		WFB N N	Appeal - Tirado	8,529.00 0.00
KEPPLER	CA 93611 <Emailing Stub Disabled>	06/02/2019 06/02/2019	0.00 06022019	Y	0	0.00 8,529.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-558.316	IA Investigations	8,529.00	0.00
Distribution Total		8,529.00	0.00

Vendor Total: 8,529.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
76168	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY,	06/14/2019 06/14/2019 05/10/2019		WFB N N	3/4 Inch Hose for Sewer Machine.	16.97 0.00
KC IND	CA 93930 <Emailing Stub Disabled>	05/10/2019 05/10/2019	0.00 302403	N	0	0.00 16.97

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.200	Equipment Repair & Maintenance	16.97	0.00
Distribution Total		16.97	0.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
76240	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY,	06/14/2019 06/14/2019 05/09/2019		WFB N N	PPE for Spraying	53.23 0.00
KC IND	CA 93930 <Emailing Stub Disabled>	05/09/2019 05/09/2019	0.00 302211	N	0	0.00 53.23

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.000	Operating Supplies	53.23	0.00
Distribution Total		53.23	0.00

Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date Disc. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld Discount Net Amount
76241	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY,	06/14/2019 06/14/2019 05/13/2019		WFB N N	Tools for Pool.	15.30 0.00
KC IND	CA 93930 <Emailing Stub Disabled>	05/13/2019 05/13/2019	0.00 302487	N	0	0.00 15.30

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

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	15.30	0.00
Distribution Total		15.30	0.00

76242	KING CITY INDUSTRIAL SUPPLY	06/14/2019		WFB	Gloves for Church Volunteers.	
	132 LYNN STREET	06/14/2019		N		64.71
KC IND	KING CITY,	05/25/2019		N	N	0.00
	CA 93930	05/25/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/25/2019	302975			<u>64.71</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	64.71	0.00
Distribution Total		64.71	0.00

76243	KING CITY INDUSTRIAL SUPPLY	06/14/2019		WFB	Rope for tying down branches.	
	132 LYNN STREET	06/14/2019		N		10.38
KC IND	KING CITY,	05/24/2019		N	N	0.00
	CA 93930	05/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/24/2019	302849			<u>10.38</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	10.38	0.00
Distribution Total		10.38	0.00

76244	KING CITY INDUSTRIAL SUPPLY	06/14/2019		WFB	Wire Brush for cleaning	
	132 LYNN STREET	06/14/2019		N	paint @ Rec Center.	15.20
KC IND	KING CITY,	05/09/2019		N	N	0.00
	CA 93930	05/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/09/2019	302358			<u>15.20</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.118	Small Tools & Equipment	15.20	0.00
Distribution Total		15.20	0.00

76245	KING CITY INDUSTRIAL SUPPLY	06/14/2019		WFB	Latex Gloves for Sewer.	
	132 LYNN STREET	06/14/2019		N		223.86
KC IND	KING CITY,	05/21/2019		N	N	0.00
	CA 93930	05/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/21/2019	302836			<u>223.86</u>

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.000	Operating Supplies	223.86	0.00
Distribution Total		223.86	0.00

76246	KING CITY INDUSTRIAL SUPPLY	06/14/2019		WFB	Gloves for PPE Sewer.	
	132 LYNN STREET	06/14/2019		N		152.14
KC IND	KING CITY,	05/21/2019		N	N	0.00
	CA 93930	05/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/21/2019	302706			<u>152.14</u>

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.000	Operating Supplies	152.14	0.00
Distribution Total		152.14	0.00

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76247 KC IND	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY, CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/16/2019 05/16/2019 05/16/2019	 0.00 302640	WFB N N N	Welding Tanks - QX - Gas Work on Disc. 0	201.83 0.00 0.00 201.83

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.200	Equipment Repair & Maintenance	201.83	0.00
Distribution Total		201.83	0.00

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76248 KC IND	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY, CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/01/2019 05/01/2019 05/01/2019	 0.00 302049	WFB N N N	Maint. Street Signs 0	24.24 0.00 0.00 24.24

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.122	Supplies-Street Signs	24.24	0.00
Distribution Total		24.24	0.00

Vendor Total: 777.86

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76250 LA HEARNE	L.A. HEARNE COMPANY 512 METZ ROAD KING CITY, CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/21/2019 05/21/2019 05/21/2019	 0.00 1734035	WFB N N N	Pool Supply 0	207.10 0.00 0.00 207.10

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	207.10	0.00
Distribution Total		207.10	0.00

Vendor Total: 207.10

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
76251 LUNACH	CHRISTINE LUNA 609 CECILY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 03/15/2019 03/15/2019 03/15/2019	 0.00 03152019	WFB N N Y	Softball Umpire 0	35.00 0.00 0.00 35.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	35.00	0.00
Distribution Total		35.00	0.00

Vendor Total: 35.00

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76288 MASTEC	MASTEC NETWORK SOLUTIONS 3443 AIRPORT RD SACRAMENTO CA 95834 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/04/2019 06/04/2019 06/04/2019	 0.00 06042019	WFB N N N	Business License Overpayment. 0	54.90 0.00 0.00 54.90

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-432.100	Business License	54.90	0.00
Distribution Total		54.90	0.00

Vendor Total: 54.90

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	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
76202	MILES CLIFFORD FARMER	06/14/2019	WFB	Waste Water Treatment		
	P O BOX 615	06/14/2019	N	Plant Operation.		12,251.80
CYPRESSW	CASTROVILLE	06/06/2019	N	N		0.00
	CA 95012	06/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/06/2019	18248			12,251.80

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	12,251.80	0.00
Distribution Total		12,251.80	0.00

Vendor Total: 12,251.80

76255	MO BAY UNIFIED AIR POLLUTION	06/14/2019	WFB	Regulatory Permits and Lic.		
	24580 SILVER CLOUD COURT	06/14/2019	N			297.00
MO BAY	MONTEREY,	04/26/2019	N	N		0.00
	CA 93940	04/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	04/26/2019	1337-042619			297.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-544.103	Regulatory Permits & Licenses	297.00	0.00
Distribution Total		297.00	0.00

Vendor Total: 297.00

76179	MO CO INFORMATION TECHNOL	06/14/2019	WFB	Gen Micro Systems.		
	1590 MOFFETT STREET	06/14/2019	N			820.62
MO CO INFO	SALINAS	03/31/2019	N	N		0.00
	CA 93905	03/31/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	03/31/2019	3/2019			820.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.306	Mobile Network Connections	820.62	0.00
Distribution Total		820.62	0.00

Vendor Total: 820.62

76256	MONTEREY COUNTY HEALTH DE	06/14/2019	WFB	Generator License		
	FISCAL DIVISION	06/14/2019	N	FA0820779		210.00
MO HEALTH	SALINAS	05/29/2019	N	N		0.00
	CA 93906	05/29/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/29/2019	IN0984167			210.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.222	Generator Maint Agreement	210.00	0.00
Distribution Total		210.00	0.00

Vendor Total: 210.00

76252	MONTEREY SIGNS, INC	06/14/2019	WFB	Facade Grant Payment		
	855 BROADWAY AVE	06/14/2019	N			2,473.51
MONTEREYS	SEASIDE	12/17/2018	N	N		0.00
	CA 93955	12/17/2018	0.00	N	0	0.00
	<Emailing Stub Disabled>	12/17/2018	46751			2,473.51

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-538.100	Grant Programs	2,473.51	0.00
Distribution Total		2,473.51	0.00

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
76253	MONTEREY SIGNS, INC 855 BROADWAY AVE SEASIDE CA 93955 <Emailing Stub Disabled>	06/14/2019 06/14/2019 12/17/2018 12/17/2018		WFB N N N	Facade Grant Payment	2,473.51 0.00 0.00 2,473.51

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-538.100	Grant Programs	2,473.51	0.00
Distribution Total		2,473.51	0.00

76254	MONTEREY SIGNS, INC 855 BROADWAY AVE SEASIDE CA 93955 <Emailing Stub Disabled>	06/14/2019 06/14/2019 12/17/2018 12/17/2018		WFB N N N	Facade Grant	1,236.76 0.00 0.00 1,236.76
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GL Number	Account Name	Pay Amount	Relieve Amount
10-241-538.100	Grant Programs	1,236.76	0.00
Distribution Total		1,236.76	0.00

Vendor Total: 6,183.78

76190	GLADYS OCHOA P O BOX 1416 KING CITY CA 93930 <Emailing Stub Disabled>	06/14/2019 06/14/2019 06/03/2019 06/03/2019		WFB N N N	Rec Center Rental Security Deposit.	500.00 0.00 0.00 500.00
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GL Number	Account Name	Pay Amount	Relieve Amount
71-000-204.103	Rental Deposits	500.00	0.00
Distribution Total		500.00	0.00

Vendor Total: 500.00

76185	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/09/2019 05/09/2019		WFB N N N	Civic Center Office Supplies	4.01 0.00 0.00 4.01
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GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	4.01	0.00
Distribution Total		4.01	0.00

76186	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/14/2019 05/14/2019		WFB N N N	Budget Binder	3.19 0.00 0.00 3.19
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GL Number	Account Name	Pay Amount	Relieve Amount
10-131-521.000	Office Supplies	3.19	0.00
Distribution Total		3.19	0.00

76187	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/14/2019 06/14/2019 05/14/2019 05/14/2019		WFB N N N	Budget Binder	5.08 0.00 0.00 5.08
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	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		

GL Number	Account Name	Pay Amount	Relieve Amount
10-131-521.000	Office Supplies	5.08	0.00
Distribution Total		5.08	0.00

76188	OFFICE DEPOT	06/14/2019		WFB	Civic Center Office Supplies	
	P O BOX 29248	06/14/2019		N		95.04
	PHOENIX	05/14/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	05/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/14/2019	314230229001			95.04

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	95.04	0.00
Distribution Total		95.04	0.00

76189	OFFICE DEPOT	06/14/2019		WFB	Office Supplies -	
	P O BOX 29248	06/14/2019		N	Building Dept/Civic Center	76.09
	PHOENIX	05/09/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	05/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/09/2019	313243695001			76.09

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-521.000	Office Supplies	52.19	0.00
10-161-521.000	Office Supplies	23.90	0.00
Distribution Total		76.09	0.00

76257	OFFICE DEPOT	06/14/2019		WFB	9V Batteries/Paper	
	P O BOX 29248	06/14/2019		N		169.63
	PHOENIX	05/24/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	05/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/24/2019	319889173001			169.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	22.95	0.00
10-311-521.102	Copier Supplies	146.68	0.00
Distribution Total		169.63	0.00

76258	OFFICE DEPOT	06/14/2019		WFB	Office Supplies	
	P O BOX 29248	06/14/2019		N		163.49
	PHOENIX	05/24/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	05/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/24/2019	319880485001			163.49

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	112.50	0.00
10-311-538.304	Veterinary Services	50.99	0.00
Distribution Total		163.49	0.00

76285	OFFICE DEPOT	06/14/2019		WFB	Office Supplies	
	P O BOX 29248	06/14/2019		N		10.32
	PHOENIX	05/23/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	05/23/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/23/2019	319533063001			10.32

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	10.32	0.00
Distribution Total		10.32	0.00

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	OFFICE DEPOT	06/14/2019	WFB	Office Supplies - Civic Center		
	P O BOX 29248	06/14/2019	N			176.76
76286	PHOENIX	05/23/2019	N	N		0.00
OFFICE DEP	AZ 85038-9248	05/23/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/23/2019	319529750001			176.76

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	176.76	0.00
Distribution Total		176.76	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	OFFICE DEPOT	06/14/2019	WFB	Office Supplies		
	P O BOX 29248	06/14/2019	N			169.66
76287	PHOENIX	06/05/2019	N	N		0.00
OFFICE DEP	AZ 85038-9248	06/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/05/2019	324982163001			169.66

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	156.91	0.00
10-231-521.000	Office Supplies	12.75	0.00
Distribution Total		169.66	0.00

Vendor Total: 873.27

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	OHL NORTH AMERICA	06/14/2019	WFB	Business License Overpayment		
	1920 MAIN STREET	06/14/2019	N			44.00
76291	IRVINE	06/06/2019	N	N		0.00
OHLNORTH	CA 92614	06/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019			44.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-432.100	Business License	44.00	0.00
Distribution Total		44.00	0.00

Vendor Total: 44.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	PACIFIC GAS AND ELECTRIC CO.	06/14/2019	WFB	Gas & Electricity -		
	P.O. BOX 997300	06/14/2019	N	#3845488588-0		23,514.09
76281	SACRAMENTO	06/07/2019	N	N		0.00
PG&E	CA 95899-7300	06/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/07/2019	06072019			23,514.09

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.102	Gas & Electricity	954.73	0.00
10-311-541.102	Gas & Electricity	1,737.22	0.00
10-321-541.102	Gas & Electricity	635.84	0.00
10-620-541.102	Gas & Electricity	1,058.76	0.00
22-427-541.102	Gas & Electricity	5,382.13	0.00
10-426-541.102	Gas & Electricity	2,819.55	0.00
10-430-541.102	Gas & Electricity	1,038.43	0.00
36-465-541.102	Gas & Electricity	258.25	0.00
10-621-541.102	Gas & Electricity	363.17	0.00
15-440-541.102	Gas & Electricity	890.32	0.00
18-412-541.102	Gas & Electricity	8,375.69	0.00
Distribution Total		23,514.09	0.00

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	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	1099?	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
76290	PACIFIC GAS AND ELECTRIC CO.	06/14/2019	WFB	Electric Charges -		
PG&E	P.O. BOX 997300	06/14/2019	N	#2351260399-6		82.22
	SACRAMENTO	05/31/2019	N	N		0.00
	CA 95899-7300	05/31/2019	0.00	0		0.00
	<Emailing Stub Disabled>	05/31/2019	05312019			82.22

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-541.102	Gas & Electricity	82.22	0.00
Distribution Total		82.22	0.00

Vendor Total: 23,596.31

76170	PARTS & SERVICE CTR- NAPA, IN	06/14/2019	WFB	Belt Dressing for Tar		
PARTS & SE	316 SOUTH 1ST STREET	06/14/2019	N	Machine.		5.54
	KING CITY,	05/23/2019	N	N		0.00
	CA 93930	05/23/2019	0.00	0		0.00
	<Emailing Stub Disabled>	05/23/2019	591873			5.54

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-543.200	Equipment Repair & Maintenance	5.54	0.00
Distribution Total		5.54	0.00

Vendor Total: 5.54

76260	PENINSULA PURE WATER INC.	06/14/2019	WFB	Police Dept - Water		
PURE WATEF	PO BOX 1090	06/14/2019	N			37.75
	SALINAS	06/01/2019	N	N		0.00
	CA 93902	06/01/2019	0.00	0		0.00
	<Emailing Stub Disabled>	06/01/2019	341818			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

76296	PENINSULA PURE WATER INC.	06/14/2019	WFB	Water - City Hall		
PURE WATEF	PO BOX 1090	06/14/2019	N			27.45
	SALINAS	06/01/2019	N	N		0.00
	CA 93902	06/01/2019	0.00	0		0.00
	<Emailing Stub Disabled>	06/01/2019	341817			27.45

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

Vendor Total: 65.20

76259	PITNEY BOWES GLOBAL	06/14/2019	WFB	Leasing of Meter -		
PBGFS	P O BOX 371887	06/14/2019	N	#0012318799		174.73
	PITTSBURGH	05/30/2019	N	N		0.00
	PA 15250-7887	05/30/2019	0.00	0		0.00
	<Emailing Stub Disabled>	05/30/2019	3103161615			174.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.101	Postage	174.73	0.00
Distribution Total		174.73	0.00

Vendor Total: 174.73

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76283	POWER FIRE SYSTEM 10015 RUFFNER AVE NORTH HILLS CA 91343	06/14/2019 06/14/2019 06/14/2019 06/14/2019 06/14/2019		WFB N N N	Business License Overpayment	23.50 0.00 0.00 23.50
POWERF	<Emailing Stub Disabled>	06/14/2019	06142019			

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

Vendor Total: 23.50

Ref. No.	Vendor Name Vendor Address City	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
76184	QUILL CORPORATION PO BOX 37600 PHILADELPHIA PA 19101-0600	06/14/2019 06/14/2019 05/14/2019 05/14/2019 05/14/2019		WFB N N N	Commisioner Name Plate	16.08 0.00 0.00 16.08
QUILL CORP	<Emailing Stub Disabled>	05/14/2019	7317970			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-521.000	Office Supplies	16.08	0.00
Distribution Total		16.08	0.00

Vendor Total: 16.08

Ref. No.	Vendor Name Vendor Address City	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
76262	RAINBOW PRINTING 6370 CHAMPAGNE LANE PASO ROBLES CA 93446	06/14/2019 06/14/2019 06/04/2019 06/04/2019 06/04/2019		WFB N N N	ID Cards	259.37 0.00 0.00 259.37
RAINBOW	<Emailing Stub Disabled>	06/04/2019	16820			

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-554.000	Printing & Publishing	259.37	0.00
Distribution Total		259.37	0.00

Vendor Total: 259.37

Ref. No.	Vendor Name Vendor Address City	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
76293	RED SHIFT INTERNET SERVICES 712 HAWTHORNE ST. MONTEREY CA 93940	06/14/2019 06/14/2019 06/01/2019 06/01/2019 06/01/2019		WFB N N Y	Internet Services #25464	20.95 0.00 0.00 20.95
RED SHIFT	<Emailing Stub Disabled>	06/01/2019	1859768			

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

Ref. No.	Vendor Name Vendor Address City	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
76294	RED SHIFT INTERNET SERVICES 712 HAWTHORNE ST. MONTEREY CA 93940	06/14/2019 06/14/2019 06/01/2019 06/01/2019 06/01/2019		WFB N N Y	Internet Services	9.95 0.00 0.00 9.95
RED SHIFT	<Emailing Stub Disabled>	06/01/2019	1859769			

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

Vendor Total: 30.90

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
76261	RRM DESIGN GROUP, INC. 3765 SO. HIGUERA ST., STE. 102 SAN LUIS OBISPO CA 93401	06/14/2019 06/14/2019 06/10/2019		WFB N N	Downtown Plaza Design	16,166.00 0.00 0.00
	<Emailing Stub Disabled>	06/10/2019	0.00	0597-03-0519		16,166.00

GL Number	Account Name	Pay Amount	Relieve Amount
30-000-570.100	Capital Outlay - Land	16,166.00	0.00
Distribution Total		16,166.00	0.00

Vendor Total: 16,166.00

76264	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/31/2019		WFB N N	Ballistic Vest	977.79 0.00 0.00
	<Emailing Stub Disabled>	05/31/2019	0.00	298989		977.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	977.79	0.00
Distribution Total		977.79	0.00

76265	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/31/2019		WFB N N	Ballistic Vest	977.79 0.00 0.00
	<Emailing Stub Disabled>	05/31/2019	0.00	299342		977.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	977.79	0.00
Distribution Total		977.79	0.00

76266	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/31/2019		WFB N N	Ballistic Vest	1,190.77 0.00 0.00
	<Emailing Stub Disabled>	05/31/2019	0.00	298494		1,190.77

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	1,190.77	0.00
Distribution Total		1,190.77	0.00

76273	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/06/2019		WFB N N	Garcia Uniform	380.04 0.00 0.00
	<Emailing Stub Disabled>	05/06/2019	0.00	298008		380.04

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	380.04	0.00
Distribution Total		380.04	0.00

76274	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/30/2019		WFB N N	Diaz Uniform	135.45 0.00 0.00
	<Emailing Stub Disabled>	05/30/2019	0.00	299266		135.45

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount

10-311-522.109	Uniforms					135.45	0.00
Distribution Total						135.45	0.00

76275	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901	06/14/2019 06/14/2019 05/31/2019 05/31/2019		WFB N N Y	Pina Uniform N 0	330.91 0.00 0.00	330.91
SALVALP	<Emailing Stub Disabled>	05/31/2019	0.00	297776			

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	330.91	0.00
Distribution Total		330.91	0.00

Vendor Total: 3,992.75

76267	SANTA ELIZABETH TORRES 1389 CAMBRIDGE AVE KING CITY CA 93930	06/14/2019 06/14/2019 06/05/2019 06/05/2019		WFB N N Y	Translation Services N 0	195.00 0.00 0.00	195.00
TORRESSE	<Emailing Stub Disabled>	06/05/2019	0.00	100			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-539.999	Budget Contingency	195.00	0.00
Distribution Total		195.00	0.00

Vendor Total: 195.00

76268	SO CO NEWSPAPERS P.O. BOX 710 KING CITY CA 93930	06/14/2019 06/14/2019 05/15/2019 05/15/2019		WFB N N Y	Ord Dev Impact Fire Fees N 0	153.00 0.00 0.00	153.00
SO CO NEWS	<Emailing Stub Disabled>	05/15/2019	0.00	139449			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	153.00	0.00
Distribution Total		153.00	0.00

76269	SO CO NEWSPAPERS P.O. BOX 710 KING CITY CA 93930	06/14/2019 06/14/2019 05/22/2019 05/22/2019		WFB N N Y	Notice of Adoption Dev Impact Mitigation Fee. N 0	871.25 0.00 0.00	871.25
SO CO NEWS	<Emailing Stub Disabled>	05/22/2019	0.00	139489			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	871.25	0.00
Distribution Total		871.25	0.00

76270	SO CO NEWSPAPERS P.O. BOX 710 KING CITY CA 93930	06/14/2019 06/14/2019 05/22/2019 05/22/2019		WFB N N Y	Notice of Adoption Condo Conversion N 0	170.00 0.00 0.00	170.00
SO CO NEWS	<Emailing Stub Disabled>	05/22/2019	0.00	139490			

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.102	Public Notices	170.00	0.00
Distribution Total		170.00	0.00

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Vendor No.	State/Province Zip/Postal Email Address	Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	
76271	SO CO NEWSPAPERS P.O. BOX 710 KING CITY CA 93930	06/14/2019 06/14/2019 05/29/2019		WFB N N	Public Notice for ZC2019-001 City Council.	335.75 0.00 0.00
SO CO NEWS	<Emailing Stub Disabled>	05/29/2019	0.00 139563	Y	0	335.75

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	335.75	0.00
Distribution Total		335.75	0.00

Vendor Total: 1,530.00

76263	SPEAKWRITE BILLING DEPT 6011 WEST COURTYARD DRIVE AUSTIN TX 78730	06/14/2019 06/14/2019 06/01/2019		WFB N N	Speakwrite Services - Acct GrpLEKCPD1	346.91 0.00 0.00
SPEAK	<Emailing Stub Disabled>	06/01/2019	0.00 8016ad04	N	0	346.91

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.000	Contract Services	346.91	0.00
Distribution Total		346.91	0.00

Vendor Total: 346.91

76272	STATEWIDE TRAFFIC SAFETY P O BOX 31001-2620 PASADENA CA 91110-2620	06/14/2019 06/14/2019 06/05/2019		WFB N N	Parking Blocks for Police Dept.	266.02 0.00 0.00
STATEWTS	<Emailing Stub Disabled>	06/05/2019	0.00 05022942	N	0	266.02

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.100	Building Repairs	266.02	0.00
Distribution Total		266.02	0.00

Vendor Total: 266.02

76230	TERESITA GARCIA ZANCHEZ 308 W. MARKET ST. SALINAS CA 93901	06/14/2019 06/14/2019 06/05/2019		WFB N N	IAPE-Property & Evidence Management.	125.00 0.00 0.00
TGARCIA	<Emailing Stub Disabled>	06/05/2019	0.00 06232019	N	0	125.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-551.000	Conference, Travel & Meals	125.00	0.00
Distribution Total		125.00	0.00

Vendor Total: 125.00

76277	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS CA 93901	06/14/2019 06/14/2019 05/31/2019		WFB N N	Gas - Acct #6835	2,278.50 0.00 0.00
TORO	<Emailing Stub Disabled>	05/31/2019	0.00 CL19848	N	0	2,278.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	2,278.50	0.00
Distribution Total		2,278.50	0.00

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

Vendor Total: 2,278.50

76276	TRANSUNION RISK AND ALTERN/ DATA SOLUTIONS, INC	06/14/2019		WFB	Transunion	50.00
	DALLAS	06/14/2019		N		0.00
TRANSU	TX 75320-9047	06/01/2019	0.00	N	N	0.00
	<Emailing Stub Disabled>	06/01/2019	412260-201905-1	Y	0	50.00

GL Number	Account Name	Pay Amount	Relieve Amount
13-312-533.001	Intervention & Prevention	50.00	0.00
Distribution Total		50.00	0.00

Vendor Total: 50.00

76182	TULARE COUNTY JAIL INDUSTRIII	06/14/2019		WFB	Code Enforcement Signs.	75.43
	36008 RD. 112	06/14/2019		N		0.00
TULARE	VISALIA	05/29/2019	0.00	N	N	0.00
	CA 93291	05/29/2019	17173	N	0	75.43
	<Emailing Stub Disabled>	05/29/2019				75.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.110	Patrol & Auto Equipment	75.43	0.00
Distribution Total		75.43	0.00

Vendor Total: 75.43

76167	SERGIO VILLEGAS	06/14/2019		WFB	Repair of Backflow Devise.	1,784.37
	P O BOX 627	06/14/2019		N		0.00
4THOFJULY	GREENFIELD	04/01/2019	0.00	N	N	0.00
	CA 93927	04/01/2019	137	Y	0	1,784.37
	<Emailing Stub Disabled>	04/01/2019				1,784.37

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	1,784.37	0.00
Distribution Total		1,784.37	0.00

Vendor Total: 1,784.37

76279	WM J. CLARK TRUCKING SVC, IN	06/14/2019		WFB	DG for City Hall Landscape	232.18
	P.O. BOX 682	06/14/2019		N		0.00
WM J. CLAR	KING CITY,	05/21/2019	0.00	N	N	0.00
	CA 93930	05/21/2019	367345	N	0	232.18
	<Emailing Stub Disabled>	05/21/2019				232.18

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	232.18	0.00
Distribution Total		232.18	0.00

76280	WM J. CLARK TRUCKING SVC, IN	06/14/2019		WFB	DG for City Hall Landscape	249.69
	P.O. BOX 682	06/14/2019		N		0.00
WM J. CLAR	KING CITY,	05/16/2019	0.00	N	N	0.00
	CA 93930	05/16/2019	367332	N	0	249.69
	<Emailing Stub Disabled>	05/16/2019				249.69

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	249.69	0.00
Distribution Total		249.69	0.00

Edit List of Invoices - Detail w/GL

June 14, 2019 (FY 2018-19)

Date: 06/18/2019

Time: 1:38 pm

Page 26

KING CITY CITY HALL

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

Vendor Total: 481.87

	KRISTIAN WOOD	06/14/2019		WFB	Extreme Leadership Training	
		06/14/2019		N		75.00
76278		06/06/2019		N	N	0.00
WOODK		06/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019			75.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-551.000	Conference, Travel & Meals	75.00	0.00
Distribution Total		75.00	0.00

Vendor Total: 75.00

Grand Total:	147,114.37
Less Credit Memos:	0.00
Net Total:	147,114.37
Less Hand Check Total:	0.00
Outstanding Invoice Total:	147,114.37

Total Invoices: 131



Item No. 9(C)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: JUNE 25, 2019

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY JUNE 14, 2019
INVOICES PAID**

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF SUCCESSOR AGENCY JUNE 14, 2019 INVOICES
PAID
JUNE 25, 2019
PAGE 2 OF 2**

Exhibits:

1. Edit List of Invoices – Detail W/GL

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Edit List of Invoices - Detail w/GL

June 14, 2019 (FY 2018-19)SA

Date: 06/18/2019

Time: 2:03 pm

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	ALESHIRE & WYNDER LLP	06/14/2019	SSA	Legal Services -	
	18881 VON KARMAN AVE	06/14/2019	N	Successor Agency	344.00
76297	IRVINE	05/28/2019	N	N	0.00
A & W	CA 92612	05/28/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	05/28/2019	51541		<u>344.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-531.000	Legal Services	344.00	0.00
Distribution Total		344.00	0.00

Vendor Total: 344.00

Grand Total: 344.00

Less Credit Memos: 0.00

Net Total: 344.00

Less Hand Check Total: 0.00

Outstanding Invoice Total: 344.00

Total Invoices: 1



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING APPROVING ZONING DISTRICT AND HISTORIC CORRIDOR REVITALIZATION PLAN AMENDMENTS ON 119 NORTH VANDERHURST AVENUE (RZ CASE NO. 2019-001)

RECOMMENDATION:

It is recommended that the City Council conduct the second reading, by title only, and adopt the Ordinance related to approving Zoning District and Historic Corridor Revitalization Plan Amendments on 199 North Vanderhurst Avenue.

BACKGROUND:

The applicant, Janet/John Buttgereit, is requesting that 119 North Vanderhurst Avenue (an approximate 22,500 square foot parcel) be included in the Historic Corridor Revitalization Plan (“HCRP”) boundary and rezoned from a Multiple Family Residential/Professional Offices Zoning District (“R-4”) to a Village Business (“VB”) Zoning District. (*Reference Figure 1.*)

At this time, the applicant wants to rent a former appraisal office, estimated to be under 1,000 square feet in area, to an antique retail shop owner. The existing R-4/N Zoning District does not allow retail commercial uses. If approved, the VB Zoning District would expand the allowable uses to include small retail stores up to 8,000 square feet. The VB zone also permits residential uses and offices. The Zoning District change would permit the applicant to rent the former office space for retail or office uses.

The existing multi-use building was originally constructed as a United Service Organization (“USO”) facility. The USO is a nonprofit-charitable corporation that provides live entertainment and other programs for members of the United States Armed Forces and their families. The building probably dates from around 1941 when the USO was formed to serve soldiers and veterans of World War II. The USO ended use of the building

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
KING APPROVING ZONING DISTRICT AND HISTORIC CORRIDOR
REVITALIZATION PLAN AMENDMENTS ON 119 NORTH VANDERHURST AVENUE
(RZ CASE NO. 2019-001)
JUNE 25, 2019
PAGE 2 OF 5**

years ago. Over the years, the building was converted to other uses, including a roller skating rink.

The existing building contains nine (9) apartment units, an insurance office and a beauty shop. The existing apartment units are primarily small one-room studio type units. The apartments were created several years ago from a space that was formerly the roller-skating rink. There are also fifteen (15) off-street parking spaces to serve existing land uses. Adequate parking will have to be provided for future uses pursuant to Table 4.6 of the HCRP.

On June 4, 2019, the Planning Commission recommended the City Council adopt an Ordinance approving Zoning District and Historic Corridor Revitalization Plan amendments for 199 North Vanderhurst Avenue. On June 11th, the City Council conducted the first reading of the Ordinance.

Figure 1 – Site Location



DISCUSSION:

The applicant has requested the change from a R-4/N Zoning District to a VB Zoning District because they want to include commercial retail, as well as offices and apartments within their existing building located at 119 North Vanderhurst Avenue. The building is unique within the region, having a history as a site that provided servicemen with ongoing entertainment during World War I and the Korean War. It also served as a site for entertaining local residents and visitors to King City during the period when the building

CITY COUNCIL

CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING APPROVING ZONING DISTRICT AND HISTORIC CORRIDOR REVITALIZATION PLAN AMENDMENTS ON 119 NORTH VANDERHURST AVENUE (RZ CASE NO. 2019-001)

JUNE 25, 2019

PAGE 3 OF 5

housed a roller skating rink. The architecture of the building is unique and reflects the period of the 1940's when it was constructed by the USO.

The General Plan designation is High Density Residential. Adjacent Zoning Districts and land uses include a mix of commercial and office uses, as well as apartments which will be consistent with the proposal to change this site to VB Zoning District. General Plan Land Use Policy 3.2.3 recommends allowing a mix of residential and commercial development along First Street and the Historic Downtown. Per Chapter 7 of the General Plan Land Use Element, the High Density Residential Land Use category allows certain commercial uses. Therefore, the Zoning District change is consistent with the General Plan.

The City purchased the property located on the northeast corner of Broadway Street and North Vanderhurst Avenue, which is in close proximity to the proposed site of the zone change. A downtown plaza is planned for the City's property. The City's goal is to have the plaza constructed by 2021. The City's property has an existing building, which will be converted into a History Center/Chamber of Commerce Office. The scope includes demolishing an existing structure on the corner. Retail commercial uses on the subject property, as allowed within the VB Zoning District, would be compatible with and complement the proposal for the nearby new City Plaza project.

The proposed change in zoning would be beneficial to the Historic Downtown area because:

1. It would allow a mix of residential, office and commercial retail uses that are attractive to visitors and tourists, especially across the street from the future City plaza.
2. Visitors to the new store at 119 North Vanderhurst Avenue may also shop at other stores in the Historic Downtown and possibly eat at local restaurants. Changing the Zoning District to VB may improve the economy of the Historic Downtown and City by allowing the addition of commercial uses.
3. Retail uses would be consistent with nearby land uses.
4. The zoning district directly across North Vanderhurst Avenue is also VB. The zoning to the south of the site is Village Core ("**VC**"). The adjacent land use to the south is the City Public Library and the parking lot for the library. Therefore, the requested change will be consistent with the other side of the street and create a more uniform character for that block of Vanderhurst Avenue, which will serve as an extension of the Broadway Street historic downtown area.

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
KING APPROVING ZONING DISTRICT AND HISTORIC CORRIDOR
REVITALIZATION PLAN AMENDMENTS ON 119 NORTH VANDERHURST AVENUE
(RZ CASE NO. 2019-001)
JUNE 25, 2019
PAGE 4 OF 5**

- 5. The VB zoning would also allow the existing apartments and office within the building, thus preventing creation of non-conforming uses.
- 6. There are no known negative aspects to the proposed change.

The proposed Zoning District change would be consistent with the General Plan Land Use Element, including the following:

- 1. General Plan Land Use Element Policy 1.3.1: The City shall assure that adequate sites are available for both new and existing commercial land uses to provide space for retail uses, business services, offices, and visitor-serving uses.

Comment: The project would provide additional space for retail commercial while still providing space for residential uses. The Zoning District change would be consistent with the General Plan.

- 2. General Plan Land Use Element Policy 3.1.1: The City shall promote the availability of commercial sites to accommodate a mix of retailing, tourist related commercial and service uses, wholesaling, dining and entertainment, professional and business services, and shopping center developments consistent with the environmental, social, and economic goals of the City.

Comment: The VB Zone allows a mix of commercial, retail service, office and residential land uses. The Zoning District change would be consistent with the General Plan.

- 3. Chapter 7 of the General Plan Land Use Element: The existing General Plan designation of High Density Residential allows certain commercial uses, as reflected in the VB Zoning District.

Comment: The Zoning District change to VB is consistent with the High Density Residential land use designation.

No changes are proposed to the language or tables contained in the Historic Corridor Revitalization Plan.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no

**CITY COUNCIL
CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
KING APPROVING ZONING DISTRICT AND HISTORIC CORRIDOR
REVITALIZATION PLAN AMENDMENTS ON 119 NORTH VANDERHURST AVENUE
(RZ CASE NO. 2019-001)
JUNE 25, 2019
PAGE 5 OF 5**

possibility that this project may have a significant effect on the environment. This is because the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA.”

COST ANALYSIS:

There are no anticipated fiscal impacts from the recommended action.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Conduct the second reading of the Ordinance, which amends the Zoning District from R-4/N to VB; or
2. Direct staff to make modifications to the Ordinance and reintroduce it at the next meeting; or
3. Do not conduct the second reading of the Ordinance; or
4. Provide other direction to staff.

Exhibits:

1. Planning Commission Staff Report and Resolution No. 2019-254
2. City Council Ordinance

Submitted by: 

Doreen Liberto, AICP, Community Development Director

Approved by: 

Steven Adams, City Manager

RESOLUTION 2019-254**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING CITY
RECOMMENDING THE CITY COUNCIL APPROVE ZONING MAP AND HISTORIC
CORRIDOR AND REVITALIZATION PLAN MAP AMENDMENTS OF A 22,500
SQUARE FOOT PROPERTY, ASSESSOR'S PARCEL NUMBER APN 026-162-001,
FROM MULTIPLE FAMILY RESIDENTIAL AND PROFESSIONAL OFFICES (R-4/N)
DISTRICT TO VILLAGE BUSINESS (VB) ZONE (CASE NO. RZ 2019-001)**

WHEREAS, John and Janet Buttgerreit and Robert and Allie Cullen ("**Applicants**") submitted zoning map amendment application (Case No. RZ 2019-001) to modify the Zoning Code and Historic Corridor Revitalization Plan ("**HCRP**") on a 22,500 square foot parcel located at the southwest corner of Vanderhurst and Lynn Streets from the Multiple Family and Professional Offices Zoning District (R-4/N) to Village Business Zoning District (VB) ("**Project**"); and

WHEREAS, the Project amends the Zoning Map and the Preferred Plan Concept Map (Page 43), The Village Business Map, 3.4 (Page 49), The Neighborhood Map, 3.5 (Page 51) and the Regulating Plan 4.1 of the Historic Corridor and Revitalization Plan and Form Based Code, per **Attachments 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10**; and

WHEREAS, staff has performed a preliminary environmental assessment of the Project and, pursuant to California Environmental Quality Act ("CEQA") Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA; and

WHEREAS, the Planning Commission ("**Commission**") held a duly noticed public hearing, on **June 4, 2019** on the Project at which time they considered the staff report, all information, evidence, and public testimony presented in connection to the project; and

WHEREAS, the Planning Commission now desires to recommend the City Council adopt said amendments and associated finding under CEQA.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Planning Commission of the City of King City as follows:

1. The Planning Commission finds that public necessity, convenience, general welfare, or good zoning practices justify amendment of the zoning map and Historic Corridor Revitalization Plan. Specifically, the change is consistent with the General Plan goals and policies, any operative plan, or adopted policy. The change is also consistent with the purpose of the zoning ordinance to promote the growth of the city in an orderly and sustainable manner, and to promote and protect the public health, safety, peace, comfort, and general welfare. The change is also necessary for good zoning practices to achieve the balance of land uses desired by the City and to provide sites for needed

business development consistent with the General Plan any applicable operative plan, or adopted policy.

2. The Planning Commission of the City of King recommends the City Council approve zoning map amendment application (Case No. RZ 2019-001) to modify the Historic Corridor Revitalization Plan and zoning ordinance on the 22,500 square foot parcel located at the southwest corner of Vanderhurst and Lynn Streets from the Multiple Family and Professional Offices Zoning District (R-4/N) to Village Business Zoning District (VB) as shown on Exhibits 1 and 2. The Planning Commission also recommends the City Council adopt a finding pursuant to CEQA Guidelines, section 15061(b)(3), that it has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA.

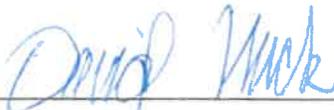
This resolution was passed and adopted this 4th day of June, 2019, by the following vote:

AYES: Nuck, Mendez, Saunders, Uribe

NAYS:

ABSENT: Avalos

ABSTAIN:



DAVID NUCK, CHAIRPERSON

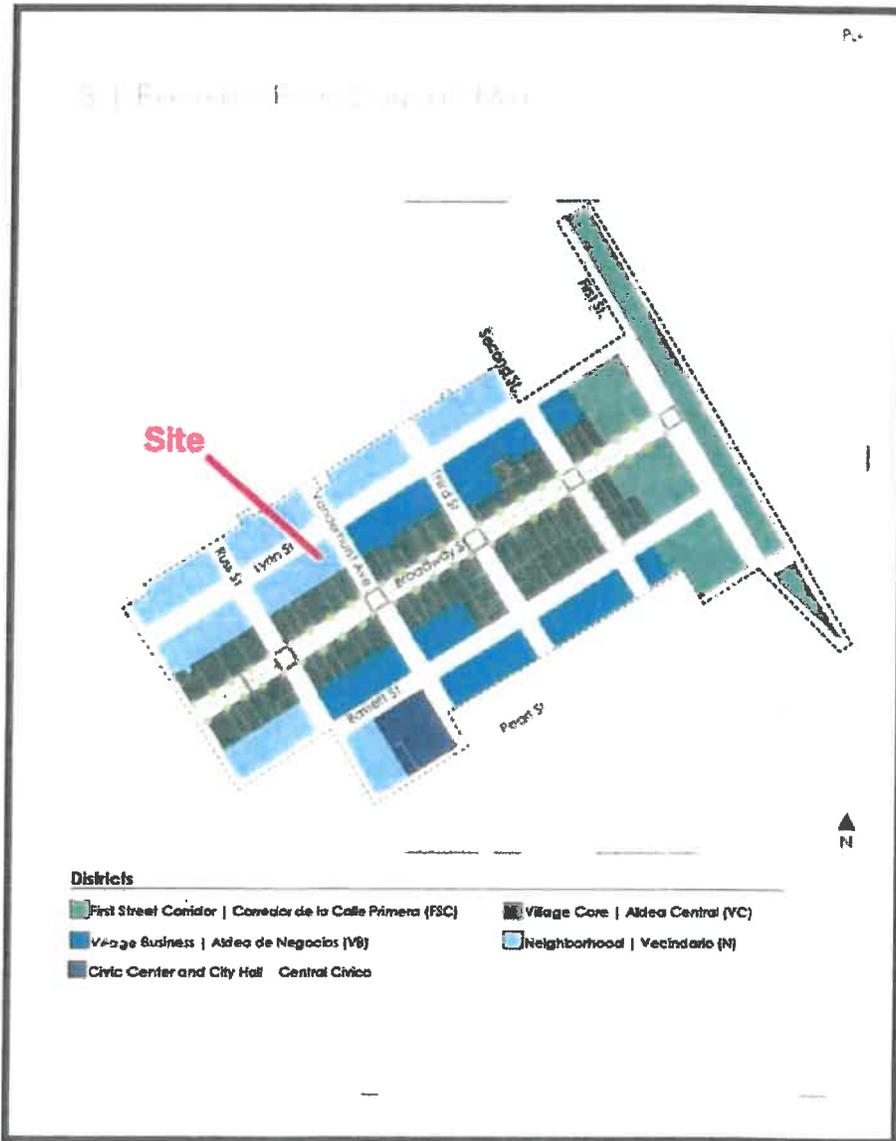
ATTEST:



ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

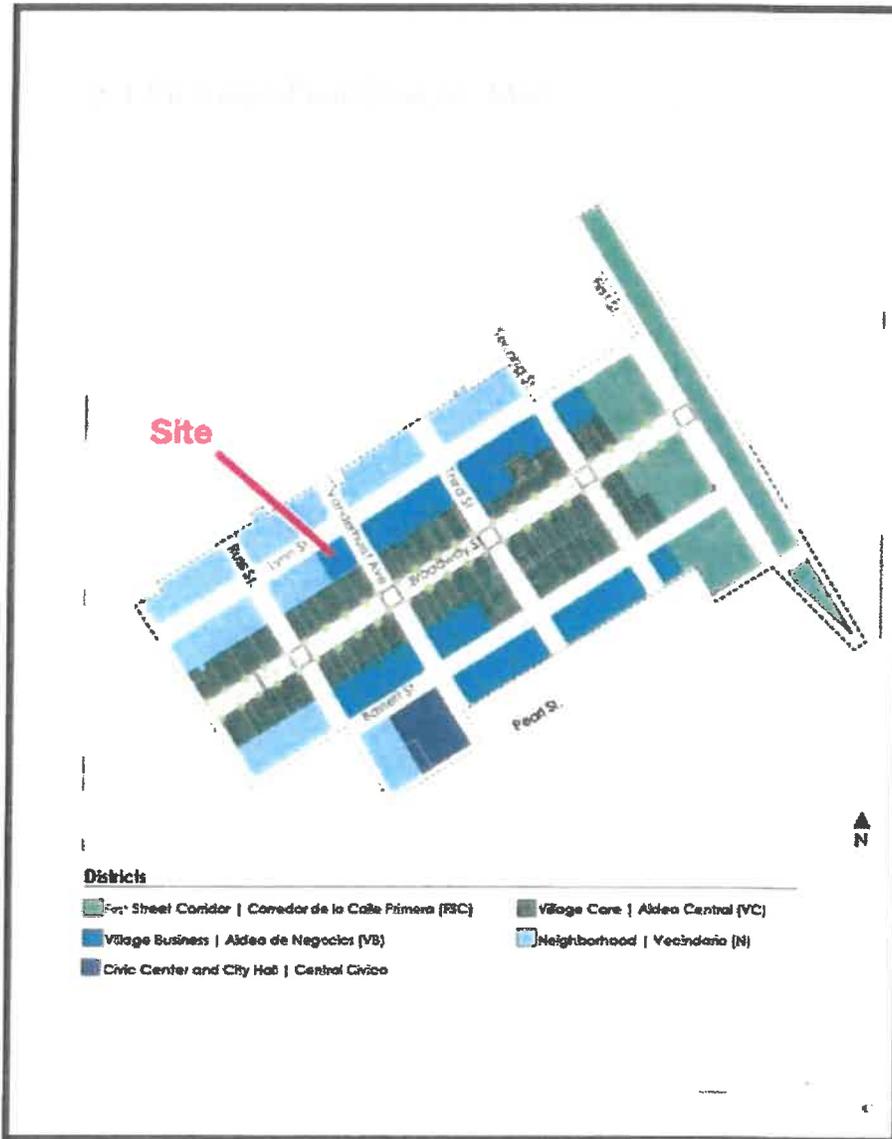
ATTACHMENT 1

EXISTING PAGE 43 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



ATTACHMENT 2

PROPOSED PAGE 43 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



ATTACHMENT 3

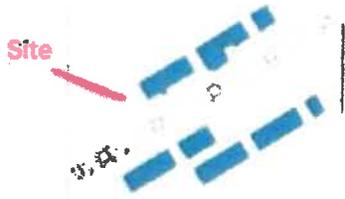
EXISTING PAGE 49 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

3 DEFEPR02

34 Village & Business | Aldea Negocios
Municipios (VB)

The Village Business or Aldea Negocios (VB) surrounds the Village Core, fronting Lynn and Bassett Streets. The VB serves as a transition between the busier, more densely built Village Core and the residential neighborhoods.

The VB will have local-serving commercial uses including shops, offices, and personal services. Office tenants should generate retail and restaurant activity for local business. Retail and services will be oriented to the street to ensure a pedestrian-friendly atmosphere. Where appropriate, smaller-scale mixed-use buildings can provide live/work building types with residential space above the smaller local businesses. Frontages, setbacks and landscaping in the VB will ensure office and retail uses fit in with neighboring single-family homes already located in the area.



49

ATTACHMENT 4

PROPOSED PAGE 49 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

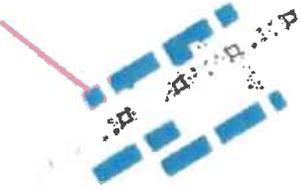
P.4

Village Business or Aldea Negocios (VB)

The Village Business or Aldea Negocios (VB) surrounds the Village Core, fronting Lynn and Bassett Streets. The VB serves as a transition between the busier, more densely built Village Core and the residential neighborhoods.

The VB will have local-serving commercial uses including shops, offices, and personal services. Office tenants should generate retail and restaurant activity for local business. Retail and services will be oriented to the street to ensure a pedestrian-friendly atmosphere. Where appropriate, smaller-scale mixed-use buildings can provide live/work building types with residential space above the smaller local businesses. Frontages, setbacks and landscaping in the VB will ensure office and retail uses fit in with neighboring single-family homes already located in the area.

Site



4

ATTACHMENT 5

EXISTING PAGE 51 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

3.5 Planning (1)
Neighborhood (N)

The Neighborhood or Vecindario (N) is located adjacent to the Village Business, along Lynn and Pearl Street. This area is mostly residential and has a number of existing historic Victorian homes. These homes should be preserved to enhance the historic feeling of the area, and new development should relate to the existing historic homes.

The Neighborhood or Vecindario (N) is discussed here for illustrative purposes but is not included in the Regulating Plan (Section 4.1).

Site



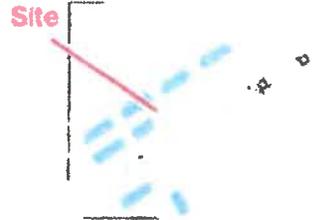
ATTACHMENT 6

PROPOSED PAGE 51 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

NEIGHBORHOOD OR VECONDARIO (N)

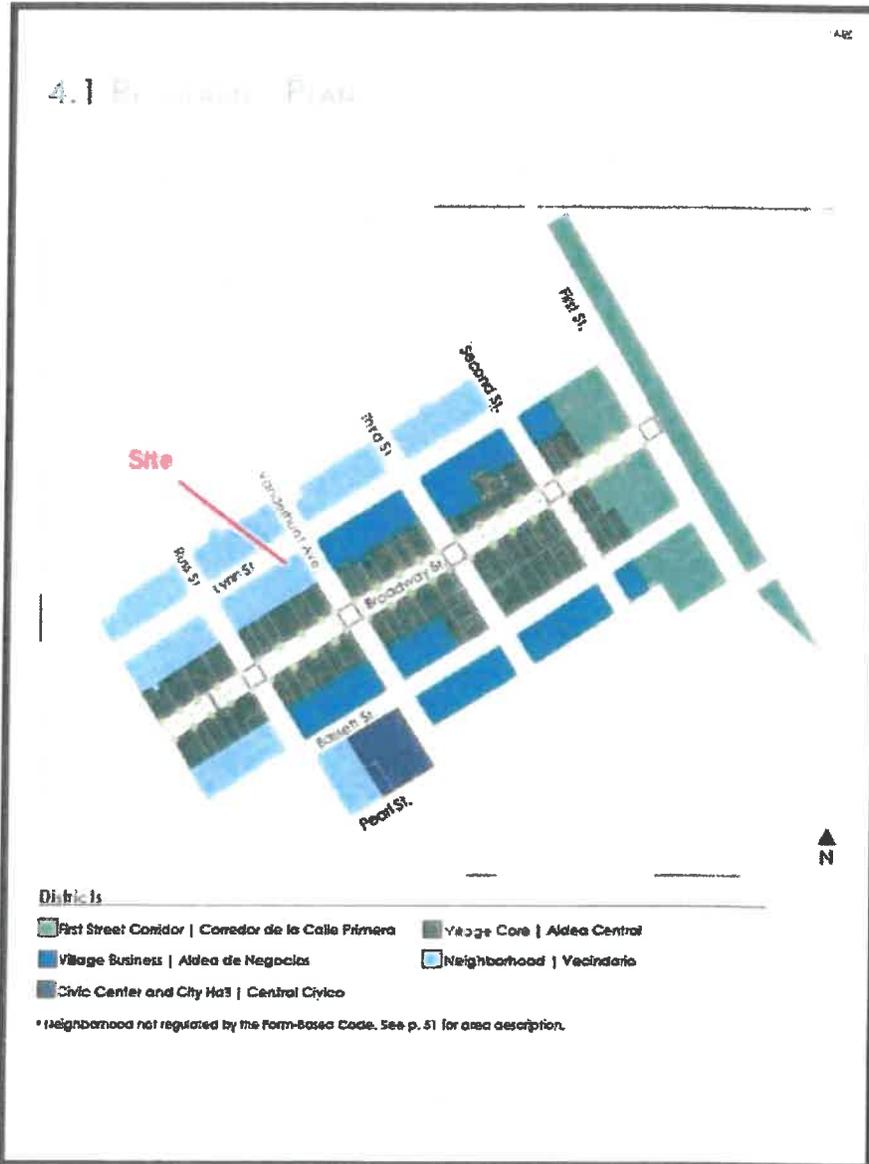
The Neighborhood or Vecindario (N) is located adjacent to the Village Business, along Lynn and Pearl Streets. This area is mostly residential and has a number of existing historic Victorian homes. These homes should be preserved to enhance the historic feeling of the area, and new development should relate to the existing historic homes.

The Neighborhood or Vecindario (N) is discussed here for illustrative purposes but is not included in the Regulating Plan (Section 4.1)



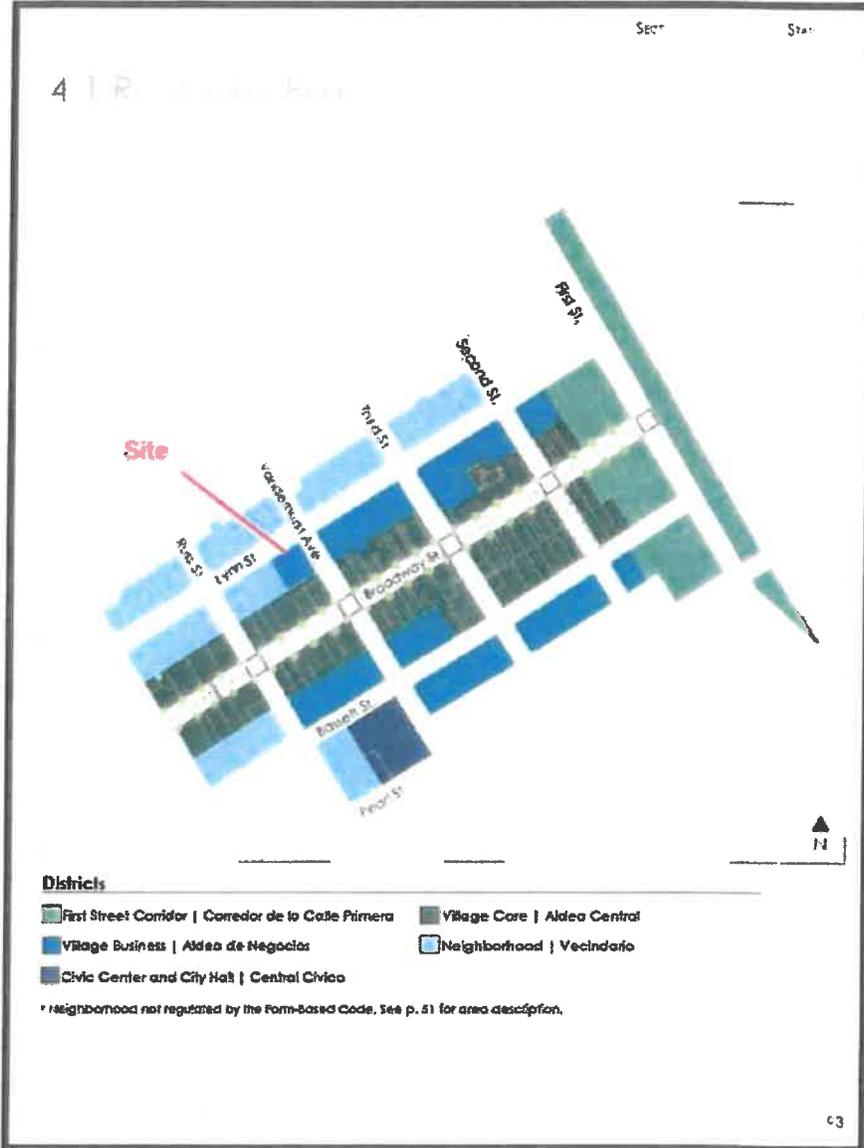
ATTACHMENT 7

EXISTING PAGE 93 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



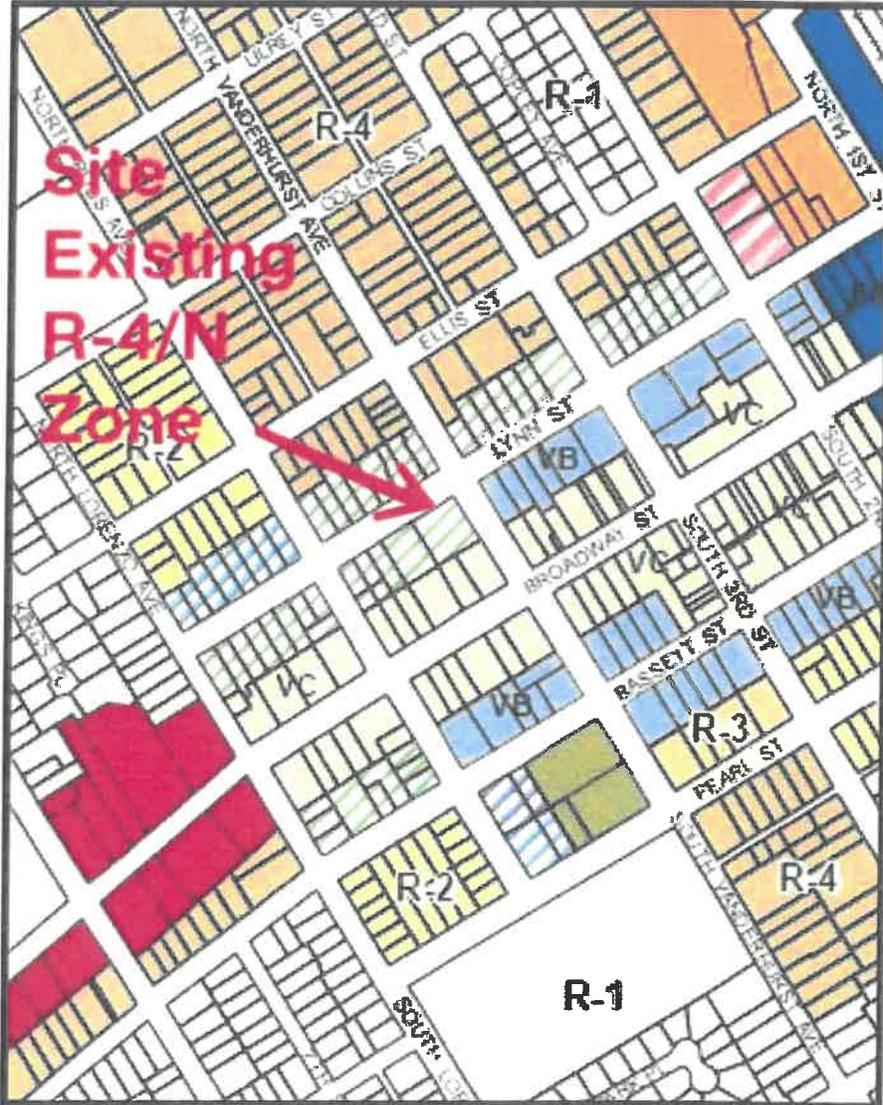
ATTACHMENT 8

PROPOSED PAGE 93 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



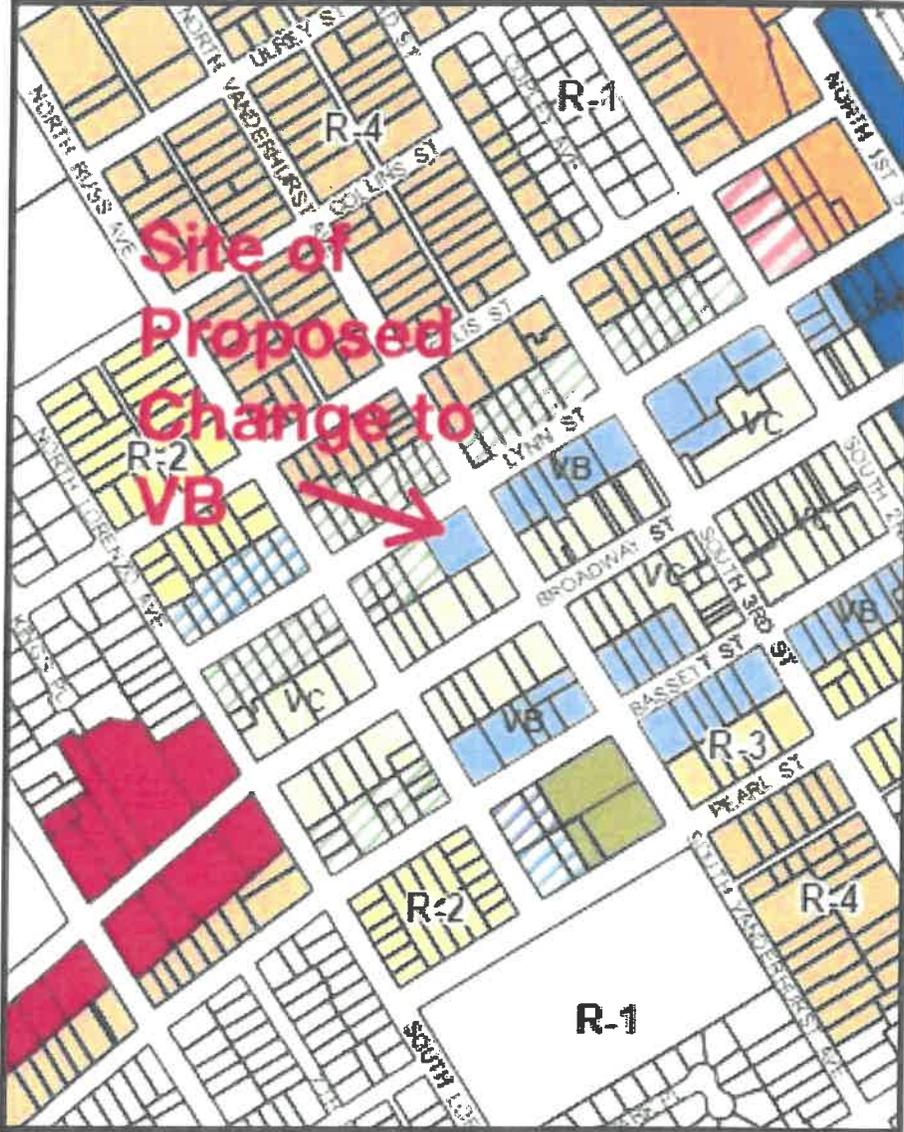
ATTACHMENT 9

EXISTING R-4/N ZONING DESIGNATION OF SITE APN 026-162-001



ATTACHMENT 10

PROPOSED CHANGE OF SITE APN 026-162-001, FROM R-4/N TO VB



ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING TO AMEND THE ZONING CODE AND THE HISTORIC CORRIDOR REVITALIZATION PLAN AND FORM BASED CODE CHANGING THE ZONING DISTRICT FROM MULTIPLE FAMILY RESIDENTIAL AND PROFESSIONAL OFFICES (R-4/N) TO VILLAGE BUSINESS (VB) ON ASSESSOR PARCEL NUMBER 026-162-001

WHEREAS, John and Janet Buttgereit and Robert and Allie Cullen ("**Applicants**") submitted zoning map amendment application (Case No. RZ 2019-001) to modify the Zoning Code and Historic Corridor Revitalization Plan (HCRP) on a 22,500 square foot parcel located at the southwest corner of Vanderhurst and Lynn Streets from the Multiple Family and Professional Offices Zoning District (R-4/N) to Village Business Zoning District (VB) ("**Project**"), and shown on **Exhibit A**; and

WHEREAS, staff has performed a preliminary environmental assessment of the Project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA; and

WHEREAS, the Planning Commission (Commission) held a duly noticed public hearing, on **June 4, 2019** on the Project at which time they considered the staff report, all information, evidence, and public testimony presented in connection to the project and recommended the City Council (Council) adopt an Ordinance amending the Zoning Map of the City's Zoning Ordinance and HCRP, with the findings of facts, attached as **Exhibit B**;

WHEREAS, the Council conducted a public hearing on June 11, 2019 to consider the Commission's recommendation, and after considering public testimony, the staff report and all submitted evidence, the Council now desires to approve the ordinance.

NOW THEREFORE, the people of the chartered City of King City do ordain as follows:

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

SECTION 2. The City Council has reviewed the proposed ordinance and hereby finds that is consistent with the General Plan and all applicable Specific Plans.

SECTION 3. The City Council, based upon its own independent judgement, finds that the proposed ordinance promotes and protects the health, safety, welfare and quality of life of City residents, including protections against nuisances.

SECTION 4. The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines (“CEQA Guidelines”), and the environmental regulations of the City. The City Council finds and determines that the Project is consistent with CEQA Guidelines, section 15061(b)(3) because there is no possibility that this project may have a significant effect on the environment as the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA;

SECTION 5. 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 modified Zoning Map 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 11 day of June 2019, and adopted the Ordinance after the second reading at a regular meeting held on the ___ day of _____, 2019, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By _____
Roy 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 Ordinance passed and adopted by the City Council of the City of King on the date and by the vote indicated herein.

Exhibit A

ATTACHMENT 1-10

Of

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING TO AMEND THE ZONING
CODE AND THE HISTORIC CORRIDOR REVITALIZATION PLAN AND FORM BASED
CODE CHANGING THE ZONING DISTRICT FROM MULTIPLE FAMILY RESIDENTIAL AND
PROFESSIONAL OFFICES (R-4/N) TO VILLAGE BUSINESS (VB) ON ASSESSOR PARCEL
NUMBER 026-162-001**

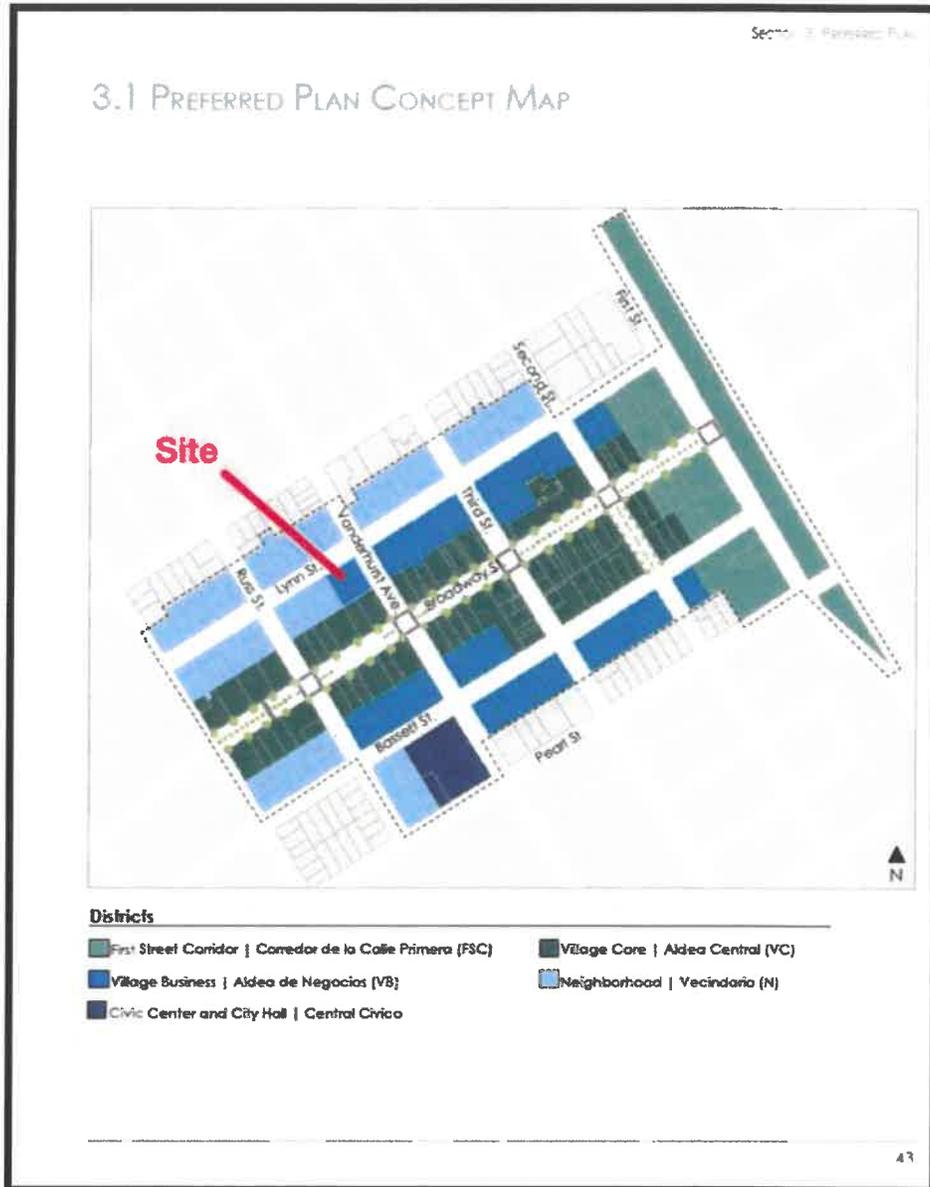
ATTACHMENT 1

EXISTING PAGE 43 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



ATTACHMENT 2

PROPOSED PAGE 43 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



ATTACHMENT 3

EXISTING PAGE 49 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

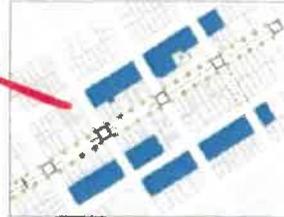
SECTION 3 Proposed Plan

3.4 VILLAGE BUSINESS | ALDEA DE NEGOCIOS (VB)

The Village Business or Aldea Negocios (VB) surrounds the Village Core, fronting Lynn and Bassett Streets. The VB serves as a transition between the busier, more densely built Village Core and the residential neighborhoods.

The VB will have local-serving commercial uses including shops, offices, and personal services. Office tenants should generate retail and restaurant activity for local business. Retail and services will be oriented to the street to ensure a pedestrian-friendly atmosphere. Where appropriate, smaller-scale mixed-use buildings can provide live/work building types with residential space above the smaller local businesses. Frontages, setbacks and landscaping in the VB will ensure office and retail uses fit in with neighboring single-family homes already located in the area.

Site



Existing Condition



ATTACHMENT 4

PROPOSED PAGE 49 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

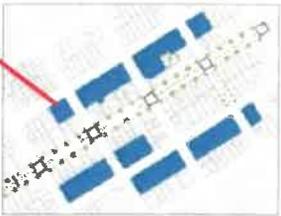
Sector 3 Preferred Plan

3.4 VILLAGE BUSINESS | ALDEA DE NEGOCIOS (VB)

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Site



Existing Condition



49

ATTACHMENT 5

EXISTING PAGE 51 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

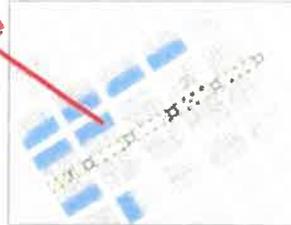
Section 3: Past/Preserve Plan

3.5 NEIGHBORHOOD | VECINDARIO (N)

The Neighborhood or Vecindario (N) is located adjacent to the Village Business, along Lynn and Pearl Streets. This area is mostly residential and has a number of existing historic Victorian homes. These homes should be preserved to enhance the historic feeling of the area, and new development should relate to the existing historic homes.

The Neighborhood or Vecindario (N) is discussed here for illustrative purposes but is not included in the Regulating Plan (Section 4.1).

Site



Existing Condition



ATTACHMENT 6

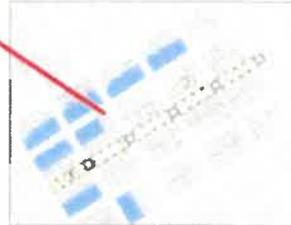
PROPOSED PAGE 51 OF HISTORIC CORRIDOR & REVITALIZATION PLAN

3.5 NEIGHBORHOOD | VECINDARIO (N)

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The Neighborhood or Vecindario (N) is discussed here for illustrative purposes but is not included in the Regulating Plan (Section 4.1)

Site



Existing Condition



ATTACHMENT 7

EXISTING PAGE 93 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



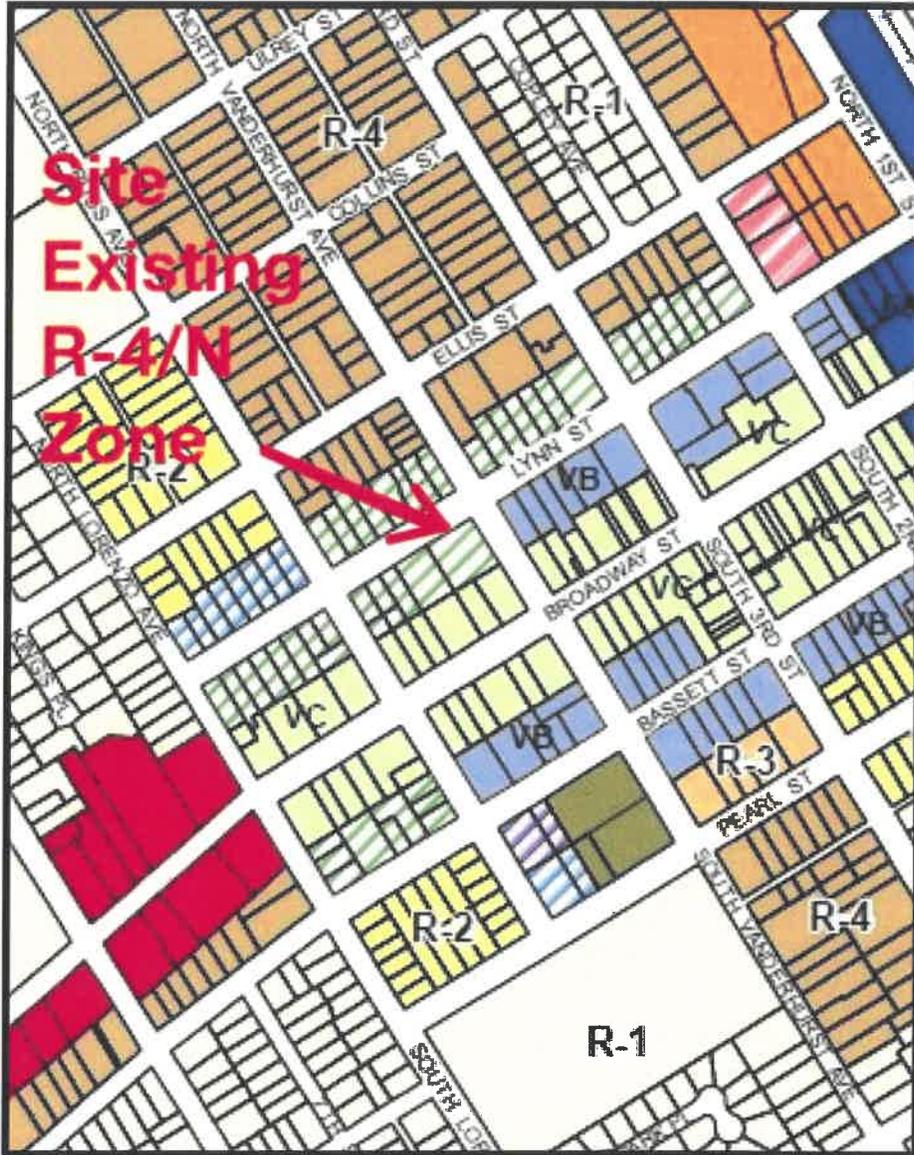
ATTACHMENT 8

PROPOSED PAGE 93 OF HISTORIC CORRIDOR & REVITALIZATION PLAN



ATTACHMENT 9

EXISTING R-4/N ZONING DESIGNATION OF SITE APN 026-162-001



ATTACHMENT 10

PROPOSED CHANGE OF SITE APN 026-162-001, FROM R-4/N TO VB

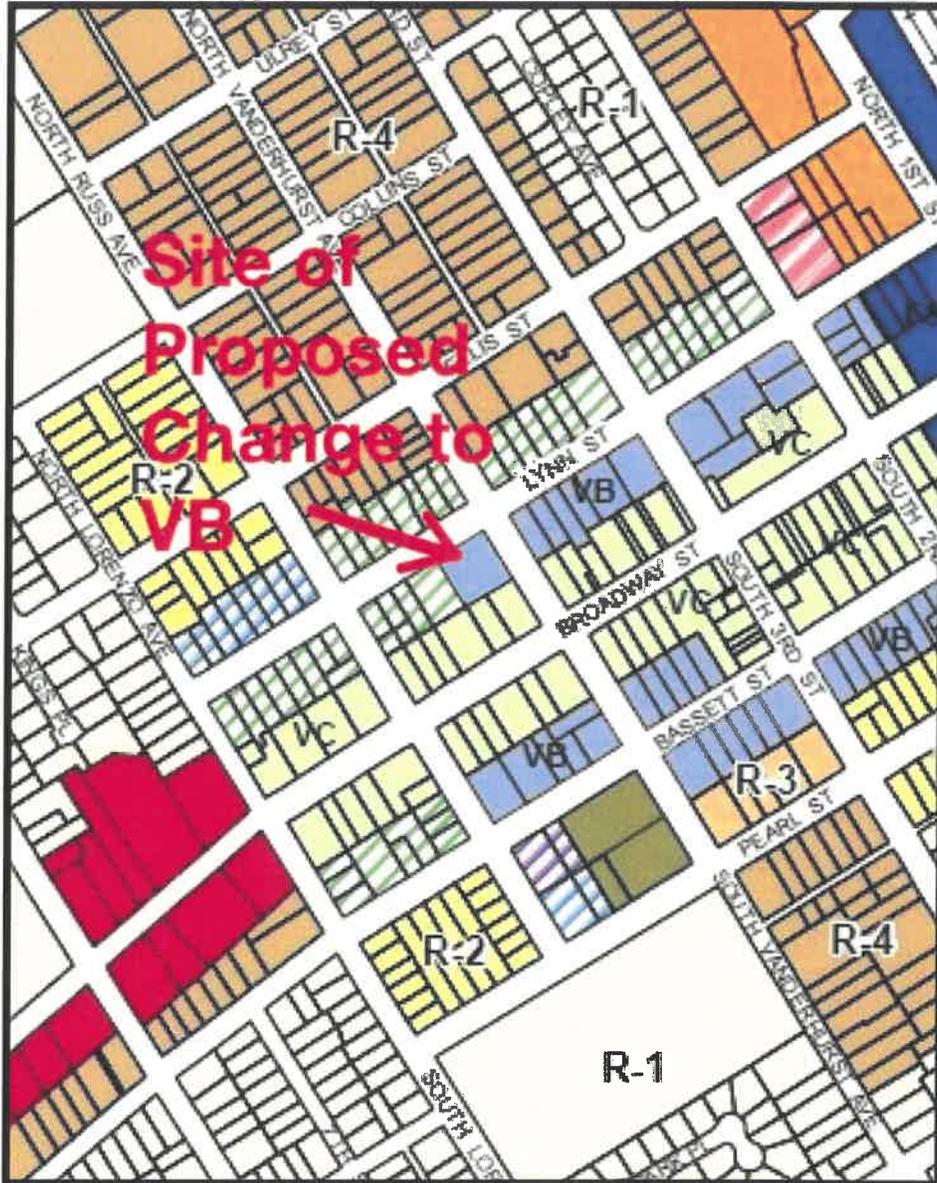


EXHIBIT B

ZONE CHANGE AND CEQA FINDINGS OF FACT

1. **General Plan Text.** The requested zone change conforms to the following General Plan policies.
 - General Plan Land Use Element Policy 1.3.1: “The City shall assure that adequate sites are available for both new and existing commercial land uses to provide space for retail uses, business services, offices, and visitor-serving uses.” *The zone change adds space for retail commercial while still providing space for residential uses. The change would be consistent with the General Plan.*
 - General Plan Land Use Element Policy 3.1.1: “The City shall designate eight types of commercial land use categories: F-S Freeway Service Commercial; HS Highway Service Commercial; C-1 Retail Commercial; C-2 General Commercial; FSC First Street Corridor, VC Village Core, VB Village Business, and C-N Neighborhood Commercial. In addition, a “T” Transitional overlay is established for the upper Broadway area. Within these land use categories, the City shall promote the availability of commercial sites to accommodate a mix of retailing, tourist related commercial and service uses, wholesaling, dining and entertainment, professional and business services, and shopping center developments consistent with the environmental, social, and economic goals of the City.” *The project would add 22,500 square feet of VB Village Business zoned land area in the Downtown. The VB Zone allows a mix of commercial, service, office and residential land uses and would be consistent with the General Plan.*
 - Land Use Element Chapter 7: The General Plan designation of High Density Residential (HDR) allows certain commercial uses. *“The requested zone change would be consistent with the commercial uses allowed under the HDR land use designation.”*
2. **Historic Corridor Revitalization Plan (HCRP).** The HCRP encourages mixed uses which allows easy flow of pedestrian traffic. *The recommended zone change allow a building with mixed uses, including residential, office and retail.*
3. **Public Health and Safety.** The recommended zone change is in conformance with the public necessity, convenience, general welfare and. safety and good zoning practice because:
 - It would allow a mix of residential, office and commercial retail uses that are attractive to visitors and tourists, especially across the street from the future City plaza.

- Visitors to the new store at 119 North Vanderhurst Avenue may also shop at other stores in the Historic Downtown and eat at local restaurants and shop at nearby commercial establishments. Changing the zoning category to VB will help to improve the economy of the Historic Downtown and City by allowing the addition of commercial uses. A City Plaza is planned for the corner of Broadway Street and Vanderhurst Avenue. Retail commercial uses on the subject property, as allowed with the VB Zoning District, would be compatible with and complement the proposals for the nearby new City Plaza project.
- The rezone will protect the best interests of, and assure developments and improvements in the area are more compatible with the surrounding properties, secure an appropriate development in harmony with the General Plan and HCRP, and prevent or mitigate the potential adverse environmental effects of the subject recommended action.

CEQA Finding.

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the proposal would not substantially change the intensity of use within the existing building and would be consistent with adjacent land uses and land use designations. Therefore, this project is not subject to CEQA.”



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AGREEMENT WITH OFFICE TEAM FOR HUMAN RESOURCES SERVICES

RECOMMENDATION:

It is recommended the City Council: 1) approve an agreement with Office Team for human resources management services; and 2) authorize the City Manager to execute the agreement and make any non-substantive changes necessary in a form approved by the City Attorney.

BACKGROUND:

At the March 26, 2019 meeting, the City Council approved upgrading the part-time Human Resources Coordinator position to a full-time Human Resources Manager position. Staff completed an extensive recruitment and outreach effort. During the process, the City was contacted by Office Team, a private contractor that provides human resources staffing through "temp-to-hire" arrangements. Under this arrangement, the City has opportunity to contract with Office Team for a Human Resources Manager, who can then transition to a full-time employee at the end of the established contract period if everything works out well.

DISCUSSION:

Following an extensive interview and background process, the candidate from Office Team was selected for recommended hire. Since employment will begin under contract with Office Team, Council authorization is needed for the agreement. The agreement includes an hourly charge and a buyout provision, which is reduced over time. After 721 hours, the buyout amount is 5% of the salary. Staff believes this is an excellent opportunity for the City to access the services of a high quality human resources profession, which is critical to the operation.

**CITY COUNCIL
CONSIDERATION OF AGREEMENT WITH OFFICE TEAM FOR HUMAN
RESOURCES SERVICES
JUNE 25, 2019
PAGE 2 OF 2**

COST ANALYSIS:

The total contract cost will be \$63 per hour. The total cost for 721 hours is approximately \$52,000.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations;
2. Modify and approve staff's recommendations;
3. Do not approve the contract and direct staff to fill the position through a permanent full-time hire; or
4. Provide other direction to staff.

Exhibits:

1. Agreement

Prepared and Approved by:



Steven Adams, City Manager

STATEMENT OF WORK FOR OFFICETEAM

This Statement of Work for OfficeTeam ("SOW"), effective as of June 13, 2019, 2018, is entered into by and between City of King City ("Client") and Robert Half International Inc., through its division OfficeTeam ("OfficeTeam").

1. **Scope of Engagement.** OfficeTeam will assign one or more individual(s) to Client to assist Client with its completion of the following:

HR Manager

2. **Assigned Individuals.** OfficeTeam will assign the following individual(s) (each an "Assigned Individual") to Client for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Andrea Marble	\$ 63.00	July 1, 2019	November 7, 2019

3. **Contact Information.**

Client Representative	OfficeTeam Representative
Name: Steven Adams (City Manager)	Name: Abe Klatt, Regional Vice President
E-mail: sadams@kingcity.com	E-Mail: abe.klatt@roberthalf.com
Phone: 831-386-5917	Phone: (831)241-9043
Address: 212 South Vandehurst Ave. King City, CA 93930	Address: 4 Lower Ragsdale Drive, Suite 101 Monterey, CA 93940

4. **Termination.** Either party may terminate this SOW at any time upon {thirty} ({30}) days' prior written notice to the other party.
5. **General Conditions of Engagement.** OfficeTeam assigns the Assigned Individual(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

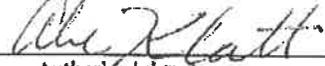
Agreed to:
City of King City

By _____
Authorized signature

Name (type or print): Steven Adams (City Manager)

Date:

Agreed to:
Robert Half International Inc.

By  _____
Authorized signature

Name (type or print): Abe Klatt, Regional Vice President

Date: June 13, 2019

Exhibit A
General Conditions of Engagement

Required Screenings.

If Client requires OfficeTeam to perform background checks or other placement screenings of the Assigned Individuals, Client agrees to notify OfficeTeam prior to the start of Services under this SOW. OfficeTeam will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on OfficeTeam's Assigned Individuals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Client's Responsibility.

Client shall supervise the Assigned Individuals. Client will not permit or require an Assigned Individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (v) to operate machinery (other than office machines) or automotive equipment or (vi) to perform services remotely (e.g., on premises other than Client's or Client's customer's premises) (unless agreed to by OfficeTeam pursuant to a signed waiver acceptable to OfficeTeam), or to use computers or other electronic devices, software or network equipment owned or licensed by the Assigned Individual. Under no circumstances will Client permit or require an Assigned Individual to have contact with minors or with adults with reduced mental capacity.

Client agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for Client's company. Client agrees that it is fully responsible for, and that OfficeTeam will not be responsible for, any injuries, claims, damages or losses that may result from Client's failure to comply with the foregoing.

Client agrees that it will provide safe working conditions. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify OfficeTeam immediately of any obligations in the government contract or subcontract relating to wages.

Client agrees that it is responsible for reporting any claim to OfficeTeam in writing during or within ninety (90) days after the termination of the applicable assignment. OfficeTeam will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to OfficeTeam within ninety (90) days after termination of the applicable assignment.

Confidentiality.

Assigned Individuals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Assigned Individual's signature. Client agrees to hold in confidence the identity of any Assigned Individual and the Assigned Individual's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on OfficeTeam's part or other liability, Client is entitled to recover damages from OfficeTeam. Regardless of the basis on which Client is entitled to claim damages from OfficeTeam (including fundamental breach, negligence, misrepresentation or other contract or tort claim), OfficeTeam's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to OfficeTeam for the services that are the subject of the claim. Under no circumstances is OfficeTeam liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. OfficeTeam will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes,

social security, state disability insurance or other payroll charges for the Assigned Individuals. OfficeTeam reserves the right to re-assign any Assigned Individual.

Guarantee.

OfficeTeam guarantees Client's satisfaction with the services of each Assigned Individual by extending to Client a one (1) day (8 hour) guarantee period. If, for any reason, Client is dissatisfied with an Assigned Individual, OfficeTeam will not charge for the first eight (8) hours worked during the applicable guarantee period, provided that Client allows OfficeTeam to replace the Assigned Individual and Client contacts OfficeTeam regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts OfficeTeam before the end of the applicable guarantee period, Client agrees that the Assigned Individual is satisfactory. OFFICETEAM MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, OfficeTeam shall be compensated on an hourly basis only. OfficeTeam is not providing deliverables under this SOW.

If, for any reason, any Assigned Individual is unable to complete his or her assignment, OfficeTeam will endeavor to provide a suitable replacement, subject to Client's approval. If OfficeTeam is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Assigned Individual, except that Client shall remain liable to OfficeTeam for services provided by such Assigned Individual prior to his/her termination.

Payment Terms.

Each Assigned Individual will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. OfficeTeam will bill Client weekly for the total hours worked. OfficeTeam's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of OfficeTeam's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, OfficeTeam may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. OfficeTeam may increase its rates for the services provided under this SOW to reflect increases in OfficeTeam's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. OfficeTeam will provide written or verbal notice of any increase in its rates for the services, and such increase will be prospective, starting as of the effective date OfficeTeam specifies.

Overtime.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.

Travel and/or out-of-pocket expenses incurred by an Assigned Individual shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Assigned Individual.

After Client evaluates the performance and potential of an Assigned Individual on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Assigned Individual, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Assigned Individual's assignment. Client also agrees to pay a conversion fee if an Assigned Individual is hired by (i) a subsidiary or other related company or business as a result of Client's referral of the Assigned Individual to that company or (ii) one of Client's customers as a result of the Assigned Individual providing services to that customer. The conversion fee will be owed and invoiced upon Client's hiring of the Assigned Individual, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Assigned Individual on a part-time basis using the full-time equivalent salary.

~~The conversion fee will equal [thirty percent] (30%) of the Assigned Individual's aggregate annual compensation, including bonuses.~~ **AK. (PLEASE SEE ATTACHED CONVERSION TERMS)**

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between OfficeTeam and Client regarding such engagement(s).



June 14th, 2019

Standard terms and conditions list the conversion cost at 30%. For the City of King City our candidate Andre Marble we have been able to provide a discount to this fee to start at 25% with a sliding scale of this fee based on the candidate hours worked at time of converting the candidate:

For conversion discounts (based on hours worked at time of conversion):

- >> 40-200 hours 25% of the annual salary
- >> 201-500 hours 20% of the annual salary
- >> 501-680 hours 15% of the annual salary
- >> 681-720 hours 10% of the annual salary
- >> 721+hours 5% of the annual salary

Joseph Astilla

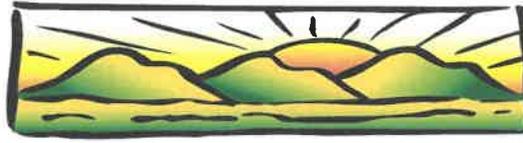
Division Director

OfficeTeam | Robert Half International Inc.

4 Lower Ragsdale Drive, Suite 101 Monterey, CA 93940

T: (831)241-9043 • Ext: 21332

F: (831)333-1361 • E-Mail: Joseph.Astilla@officeteam.com



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

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESCINDING OF AGREEMENT WITH HYPERCAR, LLC FOR USE OF MESA DEL REY AIRPORT FOR A HALF MILE SHOOTOUT SPEED CAR EVENT

RECOMMENDATION:

It is recommended the City Council rescind the agreement with Hypercar, LLC for use of the Mesa Del Rey Airport for a one-day half-mile Supercar Mafia shootout speed car event.

BACKGROUND:

At the January 8, 2019 meeting, the City Council approved an Agreement with Hypercar, LLC for use of the Mesa Del Rey Airport for a one-day high performance vehicle speed demonstration event. The event was proposed in coordination with Car Week. The Agreement was recommended by the Airport Advisory Committee, and lessees of hangar facilities were notified that the Airport will be closed on that day. However, the Agreement has never been executed and contact with the organizers has ceased.

DISCUSSION:

The Agreement is not valid since it has not been executed. Staff recommends the City Council formally rescind the Agreement at this time. Therefore, staff can notify hangar lessees that the event is officially cancelled.

COST ANALYSIS:

It is estimated that the event would have generated \$5,000 to \$10,000 in revenue.

**CITY COUNCIL
CONSIDERATION OF RESCINDING OF AGREEMENT WITH HYPERCAR LLC
FOR USE OF MESA DEL REY AIRPORT FOR A HALF MILE SHOOTOUT
SPEED CAR EVENT
JUNE 25, 2019
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

Environmental review was prepared and approved when the Agreement was approved. No environmental review is required to rescind the Agreement.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve staff's recommendation;
2. Direct staff to take further steps to contact the organizers;
3. Do not approve rescinding the Agreement and allow the Agreement to be inactive; or
4. Provide staff other direction.

Exhibits:

1. Hypercar, LLC Agreement

Prepared and Approved by:



Steven Adams, City Manager

**KING CITY MESA DEL REY MUNICIPAL AIRPORT
USE AGREEMENT**

THIS USE AGREEMENT ("Agreement") is entered into by and between the City of King ("City"), a municipal corporation, and Hypercar, LLC., a limited liability corporation ("Lessee"). The City and Lessee shall individually be referred to as a ("Party") and jointly referred to as (the "Parties").

WITNESSETH

WHEREAS, the City controls, owns, operates, and maintains the Mesa Del Rey Municipal Airport ("Airport") with the power to grant rights and privileges with respect thereto; and

WHEREAS Lessee desires to host and conduct a public speed car event at the Airport.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

AGREEMENT

1. **Definition/Recitals.** The definitions and recitals set forth above are incorporated here by reference and made a part of this Agreement.
2. **Use of Premises.** Lessee shall have the exclusive right to use the Airport property and/or facilities as approved by City ("Premises"), not including any privately leased facilities, during the Term of this Agreement (defined below) from 9:00 a.m. PST to 3:00 p.m. on August 15, 2019 for the purpose of hosting and conducting a public race car event known as the Supercar Mafia Supercar Shootout ("Event" or "Activity"). The runway shall be utilized as is, without any changes or alterations by Lessee. Lessee may not use the Premises for any other purpose without the prior written approval by the City. In no event may Lessee use or permit the Premises to be used for any activity prohibited by federal, state, or local law. Setup for the event shall be allowed beginning at 12:00 p.m. PST on August 14, 2019 and beginning at 6:00 a.m. PST on August 15, 2019. Setup activities the day prior to the event shall be limited to activities determined by City to not conflict with aviation activities at the Airport. Cleanup and tear down associated with the event shall be completed by 6:00 p.m. PST on August 15, 2019. The City reserves the right to utilize the runway during the period of set up and cleanup. During the Term of this Agreement lessees of Airport hangars shall maintain the right to access said hangars.
3. **Term.** The term of this Agreement shall be from 12:00 p.m. PST on August 14, 2019 to 6:00 p.m. PST on August 15, 2019 ("Term"), unless terminated earlier as provided for in this Agreement or otherwise agreed to in writing signed by the Parties. The Airport will not unreasonably withhold its consent to any reasonable extension of the Term requested by Lessee for the purpose of set up and tear down before and after the Event. Unless terminated earlier as provided for in this Agreement, Lessee will cease all

Activity on the Premises upon expiration of the Term or the date of any extension of the Term agreed to in a writing signed by the Parties.

4. **Rents, Charges, and Fees.** As consideration for the rights and privileges granted by this Agreement, including without limitation the right to use the Premises, Lessee shall pay the Airport the following rents, charges, and fees:
 - 4.1. Surface use for The Runway, associated taxiways, ramp, and other areas: \$2,500 use fee, plus one percent (1%) of spectator sales.
 - 4.2. The Airport will invoice Lessee for the rents, charges, and fees after the completion of the Event, which shall be due and payable when billed.
5. **Marketing and Promotion Expenses.** As an additional consideration for the right and privileged granted by this Agreement, including without limitation the right to use the Premises, Lessee shall expend funds on marketing and promotions for the Event.
6. **Clean Up.** Lessee shall be responsible for removing all personal property, trash, and debris from the Premises. Lessee shall be responsible for maintaining the Premises in a clean and orderly condition for the entire duration of the Term of this Agreement. Lessee is further responsible for all cleanup of the Premises by the expiration of the Term of the Agreement. If Lessee fails to clean up the Premises and restore it to the same condition as it was upon commencement of the Term, the Airport may perform or cause to be performed such clean up and restoration and bill Lessee for the actual costs, which shall be due and payable when billed. Lessee will coordinate with the City Manager or his designee for entry/exit of the airport days and weeks prior to and after the event for potential set-up and tear down, as well as any promotional pictures/videos/media that may need to be taken on the premises. Lessee will minimize impacts to airport operations during these activities.
7. **Other Charges:** Lessee shall be financially responsible for the repair or replacement of any City property damaged by any activity related to the Event or any activity of Lessee's employees, agents, representatives, or other person or entity which Lessee has control over. Lessee shall also be financially responsible for the repairs or replacement of any property of a third-party, who is unaffiliated with the Event, which is damaged by any activity related to the Event or any activity of Lessee's employees, agents, representatives, or other person or entity which Lessee has control over.
8. **Payments.** All payments and deposits required by this Agreement shall be made in lawful money of the United States of America payable to the City of King and delivered thereto.
9. **Condition of the Premises.** The City makes no representations or warranties to Lessee as to the condition of the Premises; whether such Premises are in compliance with applicable federal, state, and focal laws, ordinances, rules or regulations; or the habitability or fitness of the Premises for any particular purpose. The Premises are provided for Lessee's use "AS IS" and "WITH ALL FAULTS" and Lessee accepts the Premises "AS IS" and "WITH ALL FAULTS". Lessee has had the opportunity to inspect the Premises and agree and acknowledge that the Premises are appropriate for the Event and in good condition except as otherwise documented in a writing signed by the Parties. Lessee ASSUMES ALL RISK of non-compliance of the Premises, or any

part thereof, with any federal, state, or local laws, ordinances, rules or regulations, including, without limitation, any provision of the City Charter, City Code, ordinances, rules or regulations. Except as otherwise provided in this Agreement, Lessee shall not be entitled to any adjustment of any rents, charges, or fees due hereunder on account of the condition of the Premises or any failure of any of the component parts to be in working order or because of any necessity of Lessee to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required approvals from any governmental body having jurisdiction, including but not limited to City agencies.

10. **Special Event Permits.** Lessee is solely responsible for obtaining any special event permits or agreements required for the Event, if required.
11. **Other Permits/Licenses.** Lessee shall obtain and maintain in current status all proper licenses and permits required for the operation of their businesses, the Event, and the performance of Lessees' obligations under this Agreement.
12. **Additional Terms and Conditions:** Lessee agrees to the following additional terms and conditions for the Event.
 - 12.1. **Coordination.** Lessee will coordinate all activities on the airport premises with the City Manager or his designee, and will comply with all applicable federal, state and local regulations as well as the on premises logistical requirements outlined by the City Manager or his designee.
 - 12.2. **Tickets.** Lessee will limit the number of tickets sold to the public to 1,000 tickets for the Event. The City Manager may approve an increase in the tickets allowed if it can be demonstrated that the site and parking availability can accommodate a larger attendance. In addition to the number of tickets sold to the public, Lessee will provide the City with fifteen (15) complimentary tickets for staff and officials, plus fifty (50) tickets for individuals who lease hangars at the Airport.
 - 12.3. **Waivers.** Lessee will ensure that all driving participants execute a liability waiver naming the City as release.
 - 12.4. **Type of Car Driving.** The cars participating in the race at the Event will be limited to one (1) car on the runway at a time.
 - 12.5. **Fire and Emergency.** Lessee shall coordinate with the King City Volunteer Fire Department, at Lessee's sole cost and expense, for fire suppression and other emergency services, and shall adhere to the requirements set forth by the King City Fire Department.
 - 12.6. **Law Enforcement/Security Plan.** At Lessee's sole expense, Lessee will hire security and/or law enforcement to be utilized at the Event as needed.
 - 12.7. **Parking Plan.** Lessee agrees to prepare and implement a parking plan indicating the location of parking that will be available
13. **Indemnification.** Lessee is responsible for any and all damages to property or injury to persons arising out of the exercise of the Agreement. It is further understood and agreed

that Lessee voluntarily assumes all risk and liability for any damage or injury that may occur as a result of conducting any activity related to the Event, including any damage to Airport property or the property of others and hereby agree to indemnify, defend, and hold harmless the City and Airport, its officers, directors members of its City Council, agents, employees, and servants from and against any and all loss, damage, injuries, claims, causes of action, or liabilities that may be sustained as a direct or indirect result of Lessee's activities in connection with the Event. Lessee shall keep and hold City and its officers, directors, agents, servants, employees, and members of its Council harmless from any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport, as a proximate result of the acts or omissions of Lessee, its agents, servants, or employees, or arising out of the operations of Lessee upon and about the Airport, excepting such liability as may result from the gross negligence of City, its officers, directors, servants, agents or employees; provided, however, that upon the filing of any claim with City for damages arising out of incidents for which Lessee herein agrees to hold City harmless, then and in that event City shall notify Lessee of such claim and Lessee shall have the right to settle, compromise or defend the same. The indemnity provision set forth herein shall survive the expiration or early termination of this Agreement. Notwithstanding the provisions of this section, Lessee is not liable for any environmental claim, action, loss, damage, injury, liability, penalty, fine or attorney's fee attributable to: (i) a pre-existing condition on, under or about the Premises not previously occupied by Lessee; (ii) the acts of a third party that are not in any way connected with the Activity or Lessee's use and occupancy of the Premises or use of the Airport; or (iii) acts of the City, its officers, directors, servants, agents or employees that are not in any way connected to the Activity or Lessee's use and occupancy of the Premises or use of the Airport.

Further, Lessee hereby agrees to require and obtain from all participants in any event at the Airport a signed release of claims and waiver of liability form which releases and waives any and all claims of liability as to the City and/or Airport arising out of the use of the Airport identified pursuant to this Agreement. Failure to obtain a signed release of claims and waiver of liability form from an event participant shall constitute a breach of this Agreement by Lessee, and as such, Lessee shall be liable to the City for payment of all reasonable attorney's fees and costs incurred by the City as a result of any claims filed against the City arising out of the participants use of the Airport as identified pursuant to this Agreement.

14. **Insurance.** Lessee will procure and maintain in full force and effect, during the entire Term of this Agreement, including the period of time specified for setup and cleanup, and any extension of the Term approved by the City in writing, the following insurance coverage for the purpose of indemnifying the City against any and all claims whatsoever for injury or damage to persons or property due to the Event, Lessee's use and occupancy of the Premises or use of the Airport, the actions or omissions of Lessee, or as a result of this Agreement in the following amounts:
 - 14.1. Comprehensive General Liability Insurance in the minimum amount of five million dollars (\$5,000,000.00) combined single limit for bodily injury and property damage for each occurrence. The required insurance coverage will include Personal Injury and Damage to Rented Premises.

- 14.2. 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.
- 14.3. Lessee agrees that the City will be named as an additional insured on such policy or policies of insurance.
- 14.4. A certificate or certificates evidencing such insurance coverage shall be filed with the Airport not less than thirty (30) days prior to the commencement date of the Term and said certificate(s) shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days prior written notice to the City. The certificate must be signed by the insurance company's authorized representative.
- 14.5. All policies of insurance will be on the ACORD form or other form provided by City, with a company or companies reasonably satisfactory to City.
- 14.6. Lessee is responsible for ensuring the delivery of all certificates of required insurance to the Airport. Lessee will provide copies of any or all required insurance policies upon request by the Airport.
15. **Compliance with Law** At all times during the term of this Agreement, Lessee will comply with all existing and future statutes, ordinances and regulations of federal, state, and local governmental bodies of competent jurisdiction that apply to or affect, either directly or indirectly, the Activity or Lessee's use of the Premises or obligations under this Agreement.
16. **Conduct on the Airport Property.** Lessee will ensure that all persons conducting or participating in the Activity on the Airport property obey all directions and requests of the Airport personnel, as well as all rules and regulations of the Airport. Lessee and all of their employees, agents, and representatives shall conduct themselves accordingly and in a professional manner while on the Airport property.
17. **Security Requirements.** Lessee shall comply with the Airport's security requirements and Aviation Regulations. Lessee shall also comply with the security requirements of all federal, state, and local authorities having jurisdiction.
18. **National Emergency.** This Agreement is subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.
19. **Right of Flight for Passage of Aircraft.** The City reserves for itself and for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the Premises including the right to cause in said airspace any noise and other intrusion as

may be inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating at the Airport.

20. **Airspace Rights and Requirements.** Except to the extent required for the performance of any of Lessee's obligations under this Agreement, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Premises. In that regard, the City reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches and departures of the Airport against obstruction, including but not limited to the right to prevent Lessee from erecting or permitting to be erected any building or other structure or growth of natural objects at the Airport and to require demolition or removal of structures upon the Premises that would constitute an obstruction to air navigation. Lessee acknowledges and agrees that the height of objects and other obstructions on the Premises, whether temporary or permanent, shall be restricted to a height that complies with all applicable Federal Aviation Regulations or other federal mandates. Lessee shall specifically comply with the notification and review requirements stated in 14 C.F.R. Part 77 if construction of a structure by Lessee is planned for the Premises or in the event of any planned modification or alteration by Lessee of any present or future structure on the Premises during the Term of this Agreement.
21. **Non-Exclusive Rights.** Nothing herein shall be construed to grant to Lessee any exclusive right or privilege within the meaning of the Federal Aviation Act of 1958, 49 U.S.C. S 14103(e), as the same may be amended from time to time, for the conduct of any aeronautical activity on the Airport, except that, subject to the terms and provisions of this Agreement, Lessee will have the right to exclusive use of the Premises leased to Lessee under this Agreement.
22. **Authority to Execute.** The individuals executing this Agreement on behalf of Lessee personally warrant and represent to the Airport that they have full authority to execute this document on behalf of and to bind Lessee for whom they are acting herein.
23. **Assignment.** Lessee may not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the City.
24. **Governing Law.** This Agreement is subject to and shall be interpreted under the laws of the State of California.
25. **Relationship of Parties.** All activity conducted pursuant to this Agreement shall be subject to the supervision of Lessee at all times, and as such, services shall not be provided by City or its agents as officers, employees, or agents of the City or the Airport. In the performance of Lessee's obligations under this Agreement, Lessee is at all times acting and performing as independent contractors, and the City will neither have nor exercise any control or direction over the manner and means by which Lessee perform their obligations under this Agreement. Lessee understands and agrees that Lessee and Lessee's employees, agents, servants, or other personnel are not City employees. Lessee will be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Lessee or any of Lessee's employees, agents, servants or other personnel performing service under this Agreement. This Agreement is not intended by any of its terms, provisions, or conditions to create in the public or any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain a suit

for personal injuries or property damage pursuant to the terms, provisions, or conditions of this Agreement. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar relationship between the Airport and Lessee hereto.

26. **Force Majeure.** No Party shall be responsible for delay or failure to perform any part of this Agreement if such delay or failure to perform is caused, directly or indirectly, by an occurrence beyond that Party's reasonable control. Unless the scheduled date for performance has passed and no rescheduling is possible, the affected Party must resume performing promptly when the circumstance that prevented performance.
27. **Amendment.** No amendment or modification of this Agreement is valid unless expressed in writing and executed by the Parties in the same manner as the execution of this Agreement.
28. **No Waiver; Severability.** The failure of a Party to insist in any instance upon the strict and punctual performance of any provision of this Agreement will not constitute a continuing waiver of such a provision. No Party will be deemed to have waived any right, power or privilege under this Agreement or any provision of this Agreement unless such waiver is in writing and duly executed by the Party to be charged with such waiver, and such waiver will be a waiver only with respect to the specific instance involved and will in no way impair the rights of the waiving Party or the obligations of any other Party in any other respect or at any other time. If any provision of this Agreement is waived or found to be unconstitutional, invalid, illegal, void, or unenforceable, the remaining provisions of this Agreement will be unaffected thereby and will remain binding and in full force and effect.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings that are different from the terms and conditions of this Agreement.
30. **Headings.** The headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and may not be used in the construction and interpretation of this Agreement.
31. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory is bound until all of the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement.

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

CITY:

CITY OF KING, a municipal corporation



Steven Adams, City Manager

ATTEST:



Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



Roy Santos, City Attorney

LESSEE:

HYPERCAR, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

Two corporate officer signatures required when Lessee 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. LESSEE'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 LESSEE'S BUSINESS ENTITY.



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING
WITH THE KING CITY CONFIDENTIAL EMPLOYEES
ASSOCIATION (KCCEA)**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution ratifying a Memorandum of Understanding between the City of King and the King City Confidential Employees Association (KCCEA) for the period of July 1, 2019 through June 30, 2022.

BACKGROUND:

The City's current MOU with KCCEA is due to expire on June 30, 2019. The City's appointed negotiators have met and conferred with representatives of KCCEA pursuant to the requirements of the Meyers-Milias-Brown Act and reached agreement on a new MOU.

DISCUSSION:

The most significant changes to the new MOU include the following:

- 3% Cost of Living Adjustments (COLAs) each year for three years
- 2% Equity Adjustment in FY 2019-20 for the Police Captain position
- Reduction in allowed cashout of sick leave for employees hired after January 1, 2021
- Delay of initial step increases from 6 months to 12 months from the employee's hire date
- Provisions to accommodate transfer of the Public Works Supervisor position to the KCCEA from SEIU if agreed to through the meet and confer process with SEIU and an increase in salary to compensate for loss of overtime pay

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE
KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION (KCCEA)
JUNE 25, 2019
PAGE 2 OF 2**

The new MOU also includes provisions for closing City Hall between the Christmas and New Year's Day holidays. One of the days will be an additional holiday in lieu of the former holiday on Columbus Day. The terms are consistent with the practice over the past several years, but including it in the MOU will avoid the need to continue adopting side letters of agreement with the association each year.

COST ANALYSIS:

The cost increase in FY 2019-20 is estimated to be approximately \$10,000. The increased cost was included in the FY 2019-20 Budget so no additional appropriation is needed.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Adopt the Resolution;
2. Direct staff to pursue additional changes to the MOU; or
3. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF KING RATIFYING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KING AND
KING CITY CONFIDENTIAL EMPLOYEES ASSOCIATION (KCCEA)**

WHEREAS, the City of King and King City Confidential Employees Association (KCCEA) pursuant to Section 3505 of the Meyers-Miliias-Brown Act (MMBA) have met and conferred in good faith on issues regarding wages, hours and other terms and conditions of employment; and

WHEREAS, the City and KCCEA have successfully negotiated acceptable terms and conditions for employment, including but not limited to wages, hours and working conditions.

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

Section 1. That the Memorandum of Understanding, attached hereto as Exhibit A to this Resolution, is hereby adopted.

Section 2. That the City and KCCEA mutually agree to the terms and conditions contained herein.

Section 3. That this MOU shall supercede all other MOU's executed between the City of King and KCCEA.

This resolution was passed and adopted this **25th** day of **June, 2019** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

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ARTICLE I
RECOGNITION

SECTION 1 - ADMINISTRATION

- 1.1 The City of King City (hereinafter the “City”) recognizes the King City Confidential Employees Association (hereinafter “KCCEA” or the “Association”) in all matters concerning wages, hours and working conditions.
- 1.2 This Memorandum of Understanding (MOU) is all encompassing and supersedes all previous Memorandum of Understanding entered into between the City and KCCEA.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et.) of Division 4, Title 1 of the Government Code, and pursuant to Resolution No. 05-4119 Employer – Employee Relations Resolution of the City of King City.
- 1.4 The KCCEA recognizes the City Manager and/or designee as the exclusive representative of the City for purposes of executing this MOU.
- 1.5 The City and KCCEA agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied to aid employees subject to this memorandum of Understanding.

ARTICLE II
COMPENSATION

SECTION 1 - SALARY

- 1.1 Effective July 6, 2019, employees shall receive a three percent (3%) base salary increase.
- 1.2 Effective July 4, 2020, employees shall receive a three percent (3%) base salary increase.
- 1.3 Effective July 3, 2021, employees shall receive a three percent (3%) base salary increase.

SECTION 2 - SALARY ADVANCEMENT

- 2.1 Salary advancement shall mean a pay rate increase given to an employee, contingent upon an overall rating of “Meets Job Requirements” or better on a performance evaluation, within the pay range established for the employee's classification.
- 2.2 An employee's step increase shall be effective on the employee’s merit date. If a department has not submitted a signed performance evaluation within 30 days of the employee’s merit date, a step increase shall be automatically processed by the City’s payroll officer.
- 2.3 The City shall retain the flexibility to hire employees with exceptional skills, experience or qualifications at a pay rate above Step A.

- 2.4 The City's full time pay range consists of six (6) merit steps, A through F. Each step shall require at least twelve months performance at the designated step before eligibility for a merit increase to the next step.
- 2.5 The City Manager may accelerate merit step advances for employees based upon exceptional performance, as recommended and documented by the employee's supervisor.

SECTION 3 - ACTING DUTY PAY

- 3.1 The City Manager may appoint an employee to acting duty status to perform the duties of a higher classification that is a vacant or newly created classification.
- 3.2 An employee may serve in acting duty status only until such time as the City Manager makes a regular appointment to the classification or until such time as the incumbent employee returns to work.
- 3.3 An acting duty appointment may be effective for a period of thirty (30) days. The City Manager may extend an acting duty appointment at his/her sole discretion.
- 3.4 An employee appointed to acting duty status shall be paid at a pay rate not less than the minimum pay rate in the pay range for the acting duty classification, but such acting duty pay rate shall be at least five percent (5%) more than the employee's prevailing pay rate immediately prior to acquiring acting duty status.
- 3.5 An employee shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.
- 3.6 While serving in acting duty status, the employee shall continue to be eligible to receive any pay adjustments or advancements granted to the employee's permanent classification.
- 3.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the duration of the assignment is at least a scheduled work shift.
- 3.8 An employee has the right to refuse any acting duty assignment without justification, upon submittal of such in writing to the City Manager.
- 3.9 An employee appointed to acting duty status can discontinue the acting duty assignment by notifying his/her immediate supervisor in writing one (1) week in advance of the employee's intention to return to regular status.
- 3.10 An employee may be removed from acting duty status after serving in the acting assignment for one (1) work week, at any time, at the discretion of the City Manager.

SECTION 4 - ALLOWANCE FOR MILEAGE

- 4.1 The City shall reimburse employees for use of their personal automobile for official City business at the prevailing IRS rate.
- 4.2 Employees may use personal vehicles for official City business only with the expressed approval of a supervisor and only when proof of a valid California driver's license and required insurance are on file with the City's payroll officer.

SECTION 5 - COURT SERVICE/JURY DUTY COMPENSATION

- 5.1 Employees summoned to court to (a) perform jury service, or (b) to provide testimony when called on behalf of the City, or (c) as directed by the department director, City Manager or City Attorney shall be paid their prevailing pay rate for such court service.
- 5.2 Pay for jury duty shall be limited to twenty (20) working days in any one calendar year; any extensions of such service must be approved by the City Manager, whose approval shall not be unreasonably withheld.
- 5.3 Compensation for service under Section 5.2 received by the employee shall be remitted to the City.

SECTION 6 - OVERTIME POLICY

- 6.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act are eligible to receive overtime in either paid or compensatory form, calculated at the rate of one and one-half (1½) times their prevailing pay rate.
- 6.2 No employee shall work overtime unless authorized in advance to do so by the department head, City Manager or designee.
- 6.3 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall not be entitled to overtime, in either paid or compensatory form, as contained in this Section.

SECTION 7 - WORKDAY

- 7.1 For purposes of determining overtime, a workday shall be defined as the twenty-four (24) hour period consisting of the eight (8) hours prior to the start of the work shift and sixteen (16) hours after the start of the work shift.
- 7.2 Overtime shall not be paid for hours worked during the scheduled work shift.
- 7.3 The City Manager shall reserve the right to establish the standard work week to facilitate City operations.
- 7.4 Regardless of work schedule, the standard work week shall be 40 hours.

SECTION 8 - OVERTIME COMPENSATION

- 8.1 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act shall receive overtime pay at one and one-half (1½) times their regular rate of pay, or compensatory leave time, credited at one and one-half (1½) hours, for the hours worked in excess of forty (40) hours in a workweek.
- 8.2 For purposes of determining an employee’s eligibility for overtime compensation, only actual hours worked shall be considered toward overtime calculation.

SECTION 9 - HOLIDAY COMPENSATION

- 9.1 Full time employees shall be allowed time off with pay at the employee’s straight time hourly rate for any holiday provided in this MOU, unless required to report to work by the department head in order to maintain City services.
- 9.2 Employees subject to the wage and hour provisions of the United States Fair Labor Standards Act required to work on a holiday shall receive either paid time, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave time, credited at one and one-half (1½) hours, for each hour worked on the holiday.

SECTION 10 - ADMINISTRATIVE LEAVE

- 10.1 Employees exempt from the wage and hour provisions of the United States Fair Labor Standards Act shall receive 80 hours of administrative leave each calendar year.

SECTION 11 - BILINGUAL PAY

- 12.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
- 12.2 Proficiency tests shall be given annually, at City expense, to those employees requesting proficiency certification for use with public interaction as part of their regular duties.

ARTICLE III
BENEFITS

SECTION 1- HEALTH INSURANCE BENEFITS

- 1.1 The City will maintain health insurance for employees and their eligible dependents that provides at least the same level of benefits as provided as of 7/1/2019.
- 1.2 An employee shall contribute one hundred dollars (\$100.00) per month towards his or her employee only health insurance premium and a flat fee of \$37.50 per month for dependent coverage.
- 1.3 Spouse, domestic partner and dependent coverage shall continue to be available as provided through the City's Plan. An employee's spouse, domestic partner and/or dependent

children under age twenty-six (26) who have never been married, as well as children over age twenty-six (26) who have never been married and are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26), are eligible to be enrolled.

- 1.4 City shall pay increased health, vision and dental premiums that may occur until June 2021.
- 1.5 The City and the Association agree to meet and discuss the options available under the Affordable Care Act. Neither party shall refuse to meet and discuss the options, but neither is bound to a course of action under these discussions.
- 1.6 Given the uncertainty and changing dynamics of health care plans, costs and coverage, and the uncertainty of the City's financial capability to address such changes, the parties agree to re-open discussions on any aspect of health care coverage during the life of the MOU at the request of the other party.

SECTION 2 - LIFE INSURANCE PREMIUM

- 2.1 The City agrees to provide each full-time employee with term life insurance coverage in the amount of two (2) times annual base salary up to a maximum of one hundred and twenty thousand dollars (\$125,000) subject to the eligibility requirements of the insurance carrier.

SECTION 3 -PUBLIC EMPLOYEE'S RETIREMENT SYSTEM (P.E.R.S.)

- 3.1 The City shall enroll all classic miscellaneous employees in the CalPERS retirement plan providing for benefits of 2% at 55. The City shall enroll all classic safety employees in the CalPERS retirement plan providing for benefits of 2% at 50. The plans shall include the following specified public agency contract provisions:
 - a. lump sum death benefit of \$500;
 - b. final compensation calculated at average of last consecutive, 36 months of salary; and
 - c. retirement COLA maximum of 2%.
- 3.2 The City shall enroll all miscellaneous employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2% at 62. The City shall enroll all safety employees hired on or after January 1, 2013 in the CalPERS retirement plan providing benefits of 2.7% at 57 pursuant to PEPRA.
- 3.3 The employee shall pay 100% of the employee's share of the retirement plan to CalPERS.

SECTION 4 - DEFERRED COMPENSATION PROGRAMS

- 4.1 The City shall offer deferred compensation programs to KCCEA employees as a voluntary employee election.
- 4.2 The City shall match employee contributions to a deferred compensation plan up to an additional 2% of salary for all employees represented by this MOU.

SECTION 5 - STATE DISABILITY INSURANCE

- 5.1 The City shall enroll all KCCEA employees in the State Disability Program.
- 5.2 The City shall pay 100% of the employee's share of State Disability Insurance.

SECTION 6 - EMPLOYEES' ASSISTANCE PROGRAM (EAP)

- 6.1 The City shall offer Employees' Assistance Program in categories to include marriage, family/relationship problems, alcohol/drug abuse, legal matters, financial and credit problems, child care consultation and elder care.
- 6.2 Services shall be provided as defined in the EAP pamphlet on file with the City's Personnel Officer.

SECTION 7 - UNIFORMS

- 7.1 Two uniforms shall be issued when hired to each employee covered by this agreement who is required to be a sworn officer.
- 7.2 Regular, sworn full-time police personnel required to maintain a uniform and equipment in the performance of their duties shall receive an annual allowance of seven hundred dollars (\$700.00) to be paid in 24 equal installments during the calendar year.
- 7.3 Allowances may be used to acquire and maintain the specific departmental uniform in a neat and proper manner, including any and all officer equipment, uniform supplies or weapons.
- 7.4 Upon requested justification by the employee, the City shall supply a new uniform no more than twice each calendar year. This determination shall be made by the Police Chief and approved by the City Manager.
- 7.5 Newly appointed, sworn personnel shall be issued a service pistol, holster and set of hand cuffs, per City standard issue, at City expense.
- 7.6 All safety equipment required by law and furnished by the City shall be maintained by the City and shall remain the property of the City.
- 7.7 The City shall annually provide the following uniforms for Public Works employees required to wear a uniform:

Five (5) Shirts

Five (5) Pair of Pants

One (1) Sweatshirt; and

One (1) All Weather Jacket

- 7.8 Employees shall not be permitted to wear work uniforms while not on duty.
- 7.9 Public Works employees are required to wear safety shoes at all times during the course of a workday. The City will provide each affected employee with two pairs of safety shoes or boots each calendar year, the cost of each pair not to exceed \$150.
- 7.8 City will report to CalPERS the monetary value for providing, maintaining, and replacing uniforms to all employees covered under this Agreement who are required to wear uniforms provided by the City. The City will report the total bi-weekly amount for the initial cost, and/or maintenance, and/or replacement of uniforms, for each employee. The bi-weekly amounts reported to CalPERS will derive from the City's invoices of total cost per employee for the maintenance of uniforms. The bi-weekly amounts reported to CalPERS will also include the total cost for initially providing uniforms and/or the replacement of uniforms when applicable, and the amounts for the initial cost, and/or replacement. The invoices provided to the City, by its uniform vendor, will include the unit price, which will determine the total cost, per employee. The City will report to CalPERS no more than \$800 per year, per employee, for providing the initial cost, replacement, and maintenance of required uniforms in the manner as described in this paragraph for all employees that receive a uniform.

ARTICLE IV **LEAVES**

SECTION 1 - ANNUAL LEAVE

- 1.1 The City shall provide employees with annual leave as defined herein.
- 1.2 Annual leave shall be defined as the periods of approved absence with pay from regularly scheduled work.
- 1.3 Unless the employee's use of annual leave interferes with departmental operations, the department head shall permit employees to use annual leave at the employee's discretion.
- 1.4 Employees shall be credited with annual leave at the following rates: except where otherwise negotiated as part of an employment offer.

a. Vacation

- (1) For employees with less than five (5) years' service, 80 hours per year accumulated to a maximum of 240 hours.
- (2) For employees with five (5) or more years' service, 120 hours per year accumulated to a maximum of 360 hours.
- (3) For employees with ten (10) or more years' of service, 144 hours per year accumulated to a maximum of 420 hours.
- (4) For employees with fifteen (15) or more years' of service, 168 hours per year accumulated to a maximum of 500 hours.
- (5) For employees with twenty-five (25) or more years' of service, 200 hours per year accumulated to a maximum of 600 hours.
- (6) Employees shall not take vacation until employed by the City for six (6) months unless pre-approved by the City Manager at the time of hire.
- (7) Requests for vacation leave must be pre-approved by the employee's supervisor and department head.
- (8) Vacation accrued in excess of the maximum hours per service years must be used within 90 days of such accrual or forfeited. Exceptions to this rule must be approved, in writing, by the City Manager.
- (9) An employee may, at any time, cash out vacation leave up to a maximum of 20 hours each calendar year. To be eligible the employee must have at least eighty (80) hours of accrued vacation after cashing out the leave.

b. Sick Leave

- (1) All full time employees shall receive 96 sick leave hours per year, accrued at 3.69 hours per payroll period.

c. Floating Holidays

- (1) Employees shall be credited with three (3) floating holidays (24 hours) on January 1 of each calendar year.
- (2) Floating holidays not taken within the calendar year, January 1 through December 31, shall be forfeited.

1.5 Employees shall not accrue vacation or sick leave during any unpaid leave of absence.

1.6 Employees shall not use less than one (1) hour of leave at any one time.

- 1.7 Upon termination of employment the employee shall be compensated 100% for any unused vacation leave. The value of this unused vacation leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.
- 1.8 Upon termination of employment, an employee whose hire date as a full-time permanent employee is prior to January 1, 2021, shall be compensated for 50% of any unused sick leave. The value of this unused sick leave shall be calculated at the employee's existing pay rate on the date of the employee's separation from City service.
- 1.9 Upon termination of employment, an employee whose hire date as a full-time permanent employee is after January 1, 2021, shall receive payment of unused sick leave in direct proportion to the increments and percentages provided in the following formula based upon active service:
 - a. After five (5) years of continuous service and separation in good standing, ten percent (10%) of accumulated sick leave.
 - b. After ten (10) years of continuous and separation in good standing, twenty percent (20%) of accumulated sick leave.
 - c. After fifteen (15) years of continuous service and separation in good standing, thirty percent (30%) of accumulated sick leave.
 - d. After twenty (20) years of continuous service and separation in good standing, forty percent (40%) of accumulated sick leave.

SECTION 2 - SICK LEAVE USAGE

- 2.1 Employees may not use sick leave at their discretion. Sick leave may be used only in cases of actual personal sickness, quarantine, sickness in the immediate family where the employee must provide care to the immediate family member. Sick leave may also be used for medical, dental and optical appointments.
- 2.2 When an employee uses sick leave, the City Manager may require the employee to present, upon return to work, a personal certification and/or doctor's verification indicating that the employee is capable to return to work. In administering this, the City shall, at all times, to the maximum extent possible, respect the privacy of the employee.
- 2.3 When an employee uses sick leave in excess of three (3) consecutive workdays, the employee shall present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the employee's illness.
- 2.4 When an employee wishes to use accrued sick leave, the employee shall notify the supervisor before, or within one (1) hour after the time set for beginning the work period, of the intended absence due to sickness, unless the employee is incapacitated and physically unable to provide the required notification.
- 2.5 An employee on sick leave shall regularly inform his/her supervisor of their status of ability to return to work.

SECTION 3 - COMPENSATORY LEAVE

- 3.1 Reasonable requests for use of compensatory leave shall not be denied.
- 3.2 Employees shall not use less than one (1) hour of compensatory leave at any one time.
- 3.3 Employees may use compensatory leave in conjunction with any other authorized paid leave with approval of the department head.
- 3.4 The City shall not require an employee to use compensatory time within the same pay period in which it was earned.
- 3.5 An employee may carry to the next calendar year a maximum of eighty (80) hours of compensatory leave. Exceptions to this policy may be approved by the City Manager, upon recommendation of the department head.
- 3.6 When an employee separates from City service for any reason, the employee shall be compensated for any accrued compensatory leave at the employee's rate of pay at the date of separation.

SECTION 4 - HOLIDAY LEAVE

- 4.1 The City shall provide employees holiday pay as stated herein.
- 4.2 The following days shall be approved City holidays:
 - January 1 (New Year's Day)
 - The third Monday in January (Dr. Martin Luther King, Jr.)
 - The third Monday in February (President's Day)
 - The last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - The first Monday in September (Labor Day)
 - November 11 (Veteran's Day)
 - Thanksgiving Day
 - Day after Thanksgiving
 - December 24 (Christmas Eve)
 - December 25 (Christmas)
 - One day between Christmas and New Year's Day
- 4.3 Under a 4/10 work schedule, when any day, granted as holiday, falls on a Friday, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.
- 4.4 Under a 9/80 work schedule, when any day, granted as holiday, falls on the Friday the employee would not be scheduled to work, the preceding Thursday shall be considered the holiday; if the holiday falls on a Saturday or Sunday, the following Monday shall be considered the holiday.

- 4.5 In order to be paid for a holiday, the employee must work the scheduled work period immediately before and after the holiday, unless the employee is absent from the scheduled work period immediately before and after as a result of authorized paid leave.
- 4.6 City operations shall be closed between Christmas day and New Year's Day. Employees will utilize vacation leave, compensatory time, and/or floating holidays for any days that are normally working days during that period. Employees on a 9/80 work week that are not normally scheduled to work on a Friday that falls on a holiday during a calendar year shall instead receive that holiday on one of the days between Christmas day and New Year's Day.

SECTION 5 - BEREAVEMENT LEAVE

- 5.1 Employees shall be entitled to a maximum of five (5) days bereavement leave per incident.
- 5.2 Eligibility for bereavement leave shall apply to the death of a member in the immediate family, as defined in Article XIII.

SECTION 6 – WORKER COMPENSATION LEAVE

- 6.1 The City shall provide employees with work related disability leave as defined herein.
- 6.2 Except as otherwise provided, employees substantially disabled by bodily injury or sickness in the scope of employment shall be paid the additional amount necessary to make their after tax pay equal to the after tax pay they would receive were they not disabled to a maximum of seventeen (17) weeks from the date of disability, or until the City's workers compensation administrator terminates temporary disability either by means of a lump sum settlement or a disability retirement, whichever occurs first.
- 6.3 Employees, who are still substantially disabled after seventeen (17) weeks, may apply for long term disability.
- 6.4 The City shall make all reasonable efforts to provide employees with restricted duty assignments, when the employee is still substantially disabled, after seventeen (17) weeks from the date of disability.
- 6.5 During the time the employee is substantially disabled, the employee shall continue to accrue annual leave, sick leave, and seniority for purposes of pay adjustments or advancements.

SECTION 7 - LONG TERM DISABILITY LEAVE

- 7.1 The City shall provide employees with long term disability insurance.
- 7.2 Employees substantially disabled by bodily injury or sickness outside the course and scope of employment and employees still substantially disabled after seventeen (17) weeks of work disability leave are eligible for long term disability leave.

- 7.3 An employee shall be eligible to receive a monthly disability income ninety (90) days after the occurrence of the disability. Disability income payments shall be based on the employee's actual salary, reduced by any deductible benefits, as described in the City's long term disability insurance plan.
- 7.4 Employees may use accumulated leave before electing to receive long term disability insurance benefits.
- 7.5 Pregnant employees shall be eligible for long term disability leave subject to the same terms and conditions as any other employee substantially disabled by bodily injury or sickness outside the course and scope of employment.
- 7.6 It shall be the employee's responsibility to report to work promptly at the end of long term disability leave. Employees shall receive clearance to return to work from the Personnel Officer.
- 7.7 When an employee enters vocational rehabilitation for an occupation not with the City of King City, the City may pay the employee the state required workers compensation temporary disability payments rather than the two thirds (2/3) long term disability payments. The City shall not implement this condition if the employee is receiving medical treatment to improve his/her condition; if the employee has a reasonable chance for continued employment with the City; or, if the employee is within ten (10) years of full service retirement.

SECTION 8 – MILITARY LEAVE

- 8.1 The City shall grant military leave to employees as provided in the California Military and Veterans Code Sections 389 through 395.4.
- 8.2 Employees on ordered military leave shall receive monthly salary and benefits based upon the following schedule:
 - a. 3 months of continued salary and benefits for 1-5 years of service.
 - b. 6 months of continued salary and benefits for 6-15 years of service.
 - c. 12 months of continued salary and benefits for 16 or more years of service.

SECTION 9 – LEAVE OF ABSENCE WITHOUT PAY/FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT

- 9.1 The City has the authority to grant or deny an employee's request for leave of absence from work without pay, except that the City shall not unreasonably deny a request for unpaid leave due to the medical disability of the employee or a member of his/her immediate family.
- 9.2 An employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over 60 days.

- 9.3 After the expiration of the unpaid leave, the employee shall be assigned to his/her former classification unless the position has ceased to exist.
- 9.4 Probationary employees are not eligible for unpaid leaves of absence, except as required by law.
- 9.5 Employees requesting family medical leave shall state in writing the reasons for the request, and shall provide at least 30 calendar day's advanced notice of the need for the leave, if the need for the leave is foreseeable. If such advance notice is not practicable, the employee shall provide as much advance notice as possible. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. This employee shall have no appeal rights with respect to this decision.
- 9.6 The City shall comply with the California Pregnancy Disability Leave, the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993 in all respects. Such leaves shall be implemented pursuant to Sections 10.10 and 10.11 of the City's Personnel Rules and Regulations.

SECTION 10 - TIME OFF FOR VOTING

- 10.1 The City shall provide employees with time off for voting.
- 10.2 When an employee claims not to have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, with the approval of supervisor, use working hours which, when added to the voting hours available outside of working hours, shall enable the employee to vote.
- 10.3 The supervisor may not authorize an employee to use more than two (2) hours away from work with pay for voting.
- 10.4 The authorized time for voting shall be at the beginning or end of work period only, whichever allows the employee the most time for voting and the least time away from work.
- 10.5 If the employee knows or has reason to believe that time off for voting shall be necessary on election day, the employee must notify his/her supervisor of that fact at least two (2) days in advance.

SECTION 11 – LUNCH PERIOD

- 11.1 An uninterrupted lunch period of thirty (30) minutes or one (1) hour shall be afforded to each employee, based upon the employee's approved work shift.
- 11.2 The lunch period may not be combined with the rest periods to compensate for a late arrival or early departure from work, unless pre-approved by the employee's immediate supervisor.

ARTICLE V
LAYOFF

SECTION 1 – PREREQUISITE FOR LAYOFF

- 1.1 When, as a result of a reduction in workforce (RIF), it becomes necessary to initiate a layoff of employees affected by this MOU, the following shall be the prerequisite to such a layoff.
- 1.2 Management shall meet and confer with the representative of KCCEA on alternative courses of action to avoid such layoff.
- 1.3 All non-classified part-time, temporary, seasonal and/or recurrent and probationary employees working in the class shall have been released from the class first.
- 1.4 Employees in the class have been given the opportunity to seek lateral transfer to existing vacant positions. Such transfer requests shall not be denied except for just cause. The employee shall be required to meet the minimum standards of the class.
- 1.5 Notice of actual layoff shall be given no less than forty-five (45) calendar days before the date of implementation.
- 1.6 Notice of layoff shall include: classification where layoff is to occur; seniority list by total continuous City seniority of employees in the affected class; list of current vacancies in all classes represented by this MOU.
- 1.7 Separate notice shall be provided to any employee in the class who has two (2) or more below standard evaluations within the preceding three (3) years.

SECTION 2 – ORDER OF LAYOFF

- 2.1 Employees who have two (2) or more below standard annual evaluations within the preceding three (3) years shall be laid off first.
- 2.2 Next layoff shall occur on the basis of City-wide seniority, the least senior employee based on total continuous employment shall be laid off first; any subsequent layoff shall proceed to the next, least senior employee.
- 2.3 Where the total and continuous employment of two (2) employees is of the same length, the seniority shall be decided by drawing lots.

SECTION 3 – VOLUNTARY DEMOTION

- 3.1 An employee affected by a Reduction In Force (RIF) may choose voluntary demotion to avoid layoff.
- 3.2 Such voluntary demotion may be to a lower or equal class of previous standing, or to a lower or equal class in the same occupational grouping.

- 3.3 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.
- 3.4 In no event can an employee displace someone with more seniority except as permitted by Section 2.1 of this Article.

SECTION 4 – RECALL

- 4.1 Employees who laterally transfer, take a voluntary demotion or are affected by a Reduction In Force pursuant to the provisions of this Article, shall have their names placed on a recall list for the classification of original standing.
- 4.2 Such a list shall be in inverse order of layoff, lateral transfer or demotion.
- 4.3 The recall list shall be maintained by the City Manager and shall be used when any vacancy for that class is to be filled.
- 4.4 The list shall be maintained until all names have been offered an opportunity for recall of at the end of three (3) years, whichever occurs first.
- 4.5 The appointing authority shall offer appointment to the first name on said list. If the individual accepts, he/she shall be appointed within sixty (60) days.
- 4.6 The employee recalled shall be required to take a medical examination to ensure that the employee is capable of performing the duties of the class.
- 4.7 The employee recalled shall be required to meet the minimum standards of the class.

ARTICLE VI
NON-DISCRIMINATION

The City shall not discriminate in the treatment of an employee on the basis of race, color, religion, gender, ancestry, political party or activity, national origin, sexual orientation, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, Association activity or Association membership.

ARTICLE VII
HEALTH AND SAFETY

SECTION 1 – SAFETY RESPONSIBILITIES

- 1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.
- 1.2 Employees shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standard, City safety order, or safety rules and regulations.

- 1.3 Employees shall report any unsafe practices, equipment or hazardous conditions promptly to their immediate supervisor.
- 1.4 The City shall not require nor permit any employee to enter any employment or job site which is not reasonably safe and healthful.
- 1.5 The City shall not discipline any employee for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated, or if such violation would create a real hazard to the individual employee.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

SECTION 1 - JUST CAUSE

- 1.1 Except with respect to those employees in management positions, as set forth in the previously adopted personnel rules, a KCCEA employee may be suspended without pay, demoted or discharged for just cause.
- 1.2 Discipline may be achieved through a permanent or temporary decrease in a step without any loss of work by the employee.
- 1.3 A step decrease shall not affect the employee's merit date.
- 1.4 Except for those employees in management positions, employees, other than probationary, shall have the right of appeal pursuant to Article X of this MOU.

SECTION 2 - REPRESENTATION

- 2.1 Employees may be represented by a KCCEA representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings. Nothing in this section is intended to grant any pre-termination protections or other property rights to employees who are deemed "at will" employees under the City's Personnel Rules or under applicable law.
- 2.2 Notwithstanding references in this Article, the Public Safety Officers Procedural Bill of Rights (California Government Code Sections 3300-3311) shall apply to any/all Public Safety employees represented by this MOU.

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE DEFINED

- 1.1 Grievance shall be defined as a complaint by an employee that there has been a violation of this Memorandum of Understanding.

- 1.2 The employee, or employees bringing such a claim, shall state in writing, the manner in which the violation affects their wages, hours, working conditions, or job security as specified in this MOU.

SECTION 2 - INFORMAL DISCUSSION OF GRIEVANCE

- 2.1 An employee filing such a grievance, and/or the employee's designated representative, shall first informally discuss the matter with the employee's immediate supervisor within ten (10) working days from the incident or decision generating the grievance.
- 2.2 If, after discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee and/or employee's representative shall have the right to discuss the complaint with the supervisor's immediate superior.
- 2.3 If, after such a discussion the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance pursuant to Article 3 of this Article.

SECTION 3 - FORMAL GRIEVANCE PROCEDURE

- 3.1 A formal grievance process shall be used to resolve an employee's complaint not satisfactorily resolved through Section 2 of this Article.
- 3.2 An employee shall have the right to present a formal grievance, in writing, within five (5) working days after an unsuccessful resolution of the informal grievance with the immediate supervisor. Should the immediate supervisor be the City Manager, the grievance shall commence in accordance with Section 3.6 of this article.
- 3.3 All formal grievances shall state in writing the violation of this MOU and the manner in which it affects the employee's wages, hours, working conditions or job security.
- 3.4 The formal grievance shall be presented to the employee's immediate supervisor, who shall discuss the grievance with the employee and/or the employee's designated representative, within five (5) working days after receipt of the formal grievance.
- 3.5 Within ten (10) working days of this discussion, the immediate supervisor shall render a written decision regarding its merits.
- 3.6 If the supervisor's decision does not satisfactorily resolve the complaint, the employee and/or employee's designated representative may present the formal grievance to the City's designated Employee Relations Officer within ten (10) working days of receipt of the supervisor's decision.
- 3.7 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article if the employee does not seek further review of the grievance within ten (10) working days after the receipt of the decision of the supervisor.

- 3.8 Failure of the supervisor to render a written decision on the grievance within ten (10) working days constitutes a decision denying the grievance.
- 3.9 When the employee presents a formal grievance to the designated Employee Relations Officer, the Employee Relations Officer shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.10 Within ten (10) working days after receipt of the formal grievance, the Employee Relations Officer shall render a written decision regarding its merits.
- 3.11 If the decision of the Employee Relations Officer does not resolve the complaint, the employee and/or the employee's designated representative may present the formal grievance to the City Manager within ten (10) working days of receipt of the Employee Relations Officer's decision.
- 3.12 The grievance shall be considered resolved, and no further review of the subject matter of the grievance shall be permitted under this Article when the employee does not seek further review of the grievance within ten (10) working days after receipt of the decision of the Employee Relations Officer.
- 3.13 When the employee presents a formal grievance to the City Manager, the City Manager shall discuss the grievance with the employee and/or the employee's designated representative.
- 3.14 Within ten (10) working days after receipt of the grievance, the City Manager shall render a written decision regarding its merits.
- 3.15 The decision of the City Manager shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative procedures.
- 3.16 Should the City Manager fail to render a written decision within ten (10) working days, the employee may consider the administrative procedures completed and file for redress of the grievance.

SECTION 4 – NON-DEPARTMENTAL GRIEVANCES

- 4.1 Grievances resulting from decisions or actions outside the departmental chain-of-command shall be initiated first at the department from which a complaint generates, and shall follow the procedures as detailed in Sections 2 and 3 of this Article.
- 4.2 When the grievance involves an action or decision of the Employee Relations Officer, the grievance shall be first informally discussed with the Employee Relations Officer.
- 4.3 If the informal discussion does not satisfactorily resolve the grievance, the formal grievance procedure detailed in Section 3 shall be initiated.

SECTION 5 - REPRISALS

- 5.1 The City shall not institute any reprisals against any employee or designated representative resulting from the use of the grievance procedure.
- 5.2 The City Manager may designate a third party to serve as the final reviewer for employee grievances.

ARTICLE X
APPEAL PROCEDURES

SECTION 1 - REQUEST FOR DISCIPLINARY APPEAL HEARING

- 1.1 Except for employees in management positions, a non-probationary employee, who believes he or she has been suspended, demoted or terminated without alleged just cause, shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee or the employee's representative or legal counsel requests a disciplinary appeal hearing, the request shall be in writing, signed by the employee, and provided to the Employee Relations Officer within ten (10) working days after notice of final disciplinary action has been served upon the employee. Any such request shall be addressed to the Employee Relations Officer and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the employee
- 1.3 All disciplinary appeal hearings shall be conducted in private unless requested to be open to the public by the employee.
- 1.4 If the employee fails to request a disciplinary appeal hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary actions.

SECTION 2 - SCHEDULING OF DISCIPLINARY APPEAL HEARING

- 2.1 The City shall schedule any disciplinary appeal hearing within a reasonable time after receipt of the employee's request by the Employee Relations Officer, considering the availability of a hearing officer, the convenience of the employee and the witnesses, if any.

SECTION 3 - HEARING OFFICER

- 3.1 The City Manager shall serve as the hearing officer for disciplinary appeal hearings.
- 3.2 The City Manager may authorize a designee to serve as the hearing officer for any disciplinary appeal hearing that does not involve termination.
- 3.3 The hearing officer shall be a neutral third party for appeals involving termination, selected as follows:

- a. The hearing officer shall be selected by mutual agreement. If the parties cannot reach agreement within 7 days, then each party shall submit 5 proposed arbitrators and will then strike 9 of them. The first strike shall be determined by a coin toss.
- b. The cost for the hearing officer shall be at the City's expense.

SECTION 4 - REPRESENTATION AT DISCIPLINARY APPEAL HEARING

- 4.1 The employee shall appear in person at the disciplinary appeal hearing, and may be represented by legal counsel or a representative of his/her choice.
- 4.2 The employee and the City shall have the right to produce and confront witnesses, and to present any relevant oral or documentary evidence.

SECTION 5 – BURDEN OF PROOF AND EVIDENCE

- 7.1 The City shall have the burden of proof at the disciplinary appeal hearing and shall be required to prove the charges against the employee by a preponderance of the evidence.

SECTION 6 - CONDUCT OF DISCIPLINARY APPEAL HEARING

- 6.1 The conduct of the disciplinary appeal hearing shall be under the control of the hearing officer with due regard for the rights and privileges of both parties.
- 6.2 During the examination of a witness, the hearing officer may exclude from the hearing any and all witnesses.
- 6.3 The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.
- 6.4 Disciplinary hearings shall be recorded.

SECTION 7 – HEARING OFFICER'S DECISION

- 7.1 Within thirty (30) calendar days after the disciplinary appeal hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law.
- 7.2 The hearing officer shall have the authority to affirm, revoke or reduce the disciplinary action imposed against the employee.
- 7.3 The hearing officer's decision constitutes a final and binding resolution of any disciplinary action and no further appeal shall be permitted.

ARTICLE XI
CITY RIGHTS

SECTION 1 – EXCLUSIVE MANAGEMENT RIGHTS AND AUTHORITY

- 1.1 The City shall retain the exclusive right to manage and direct the performance of City services and the work force performing such services.
- 1.2 The following matters shall be within the exclusive management authority of the City.
 - a. Determine issues of public policy;
 - b. Determine and change the facilities, methods, means and personnel by which City operations are to be conducted;
 - c. Expand or diminish City services;
 - d. Determine and change the number of locations, relocations, and types of operations and the processes and materials to be employed in providing all City services, including but not limited to the right to contract or outsource any work or operation;
 - e. Determine the size and composition of the work force, to assign work to employees in accordance with requirements as determined by the City, and to establish and change work assignments;
 - f. Determine job classifications;
 - g. Appoint, transfer, promote, demote, and lay off employees for lack of work or financial resources;
 - h. Initiate disciplinary action;
 - i. Determine policies, procedures, and standards for selection, training and promotion of employees;
 - j. Establish employee standards including but not limited to quality and quality standards;
 - k. Maintain the efficiency of governmental operations;
 - l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;
 - m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and
 - n. Determine any and all necessary actions to carry out its mission in emergencies.

- 1.3 The exclusive decision making authority of the City and its management on matters involving City rights and authority shall not, in any way, directly or indirectly, be subject to the grievance procedure.

ARTICLE XII
MODIFICATION AND DURATION

SECTION 1 - SEVERABILITY

- 1.1 Notwithstanding any other provisions of this MOU, in the event that any Article, Section or Subsection of this MOU shall be declared invalid by any court or by any State or Federal law or regulation, or should a decision by any court or any State or Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City shall meet and confer on the affected Article, Section or Subsection.
- 1.2 In such event, all other Articles, Sections or Subsections of this MOU not affected shall continue in full force and effect.

SECTION 2 - DURATION

- 2.1 This MOU shall be binding on the City and the KCCEA when approved and adopted by both parties:

ARTICLE XIII – INNOVATION IN DELIVERING SERVICES TO SMALL RURAL COMMUNITIES

Recognizing that small cities in our region are still in a slowed economic recovery and that demand for services from the community is increasing, the Association and the City agree to work collaboratively towards identifying innovative opportunities that could potentially pool resources and staffing without compromising the integrity and/or erosion of bargaining unit work and quality public services to our community.

The parties understand and agree that Article XIII is permissive and not binding, and that both parties will in good faith remain agreeable to discuss/meet and confer about the following items:

- Opportunities where we can explore sharing services with a neighboring city and/or county entity, for the purposes of preserving and improving quality public services;
- Identifying innovative ideas for reducing duplicate/redundant services that the Association members can provide within neighboring cities; and
- Creating opportunities for collaboration and dialogue between government agencies in our region, for shared services as a model for 21st century public services for small rural cities and counties.

Should an opportunity for shared services be agreed upon, the parties agree to jointly recommend to Council and/or Board of Supervisors the proposal, for the purposes of cost savings and increasing quality public services, without either party waiving its right to meet and confer on any matter that may impact wages, hours and working conditions, as provided under Meyers Miliars Brown Act. The parties further agree that absent mutual consent, proposals of shared services and savings shall not be imposed by the City.

ARTICLE XIV **DEFINITION OF TERMS**

ACTING DUTY

The temporary assignment of an employee to a higher paid classification to perform the major, essential duties of the classification.

ASSOCIATION

The King City Confidential Employees Association.

CITY

The City of King City.

CLASSIFICATION

A position or positions that describe the duties, responsibilities and qualifications for that classification.

DAY

A calendar day of 24 hours.

DEPARTMENT HEAD

An individual assigned to any of the following classifications: City Manager, Chief of Police or any such management or supervisory position designated as the department head by the City Manager.

EMPLOYEE

An individual compensated through the City payroll and appointed to one of the classifications listed in Appendix A.

FULL-TIME

The work period of an employee in the classified service in a classification authorized and budgeted by the City Council to work 40 hours in a designated work week.

IMMEDIATE FAMILY

Shall include an employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, the employee's spouse's children or any relative, including a foster child, living in the immediate household.

LEAVE

An authorized absence from work.

MANAGEMENT

An employee assigned to any of the following classifications: City Manager, Chief of Police or any position assigned supervisory or management duties and responsibilities by the City Manager.

POSITION

The duties and responsibilities assigned to an employee with a classification.

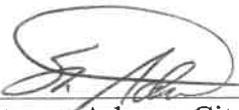
PREVAILING RATE

The basic pay rate within a pay range paid to an employee for the performance of the duties of a classification.

SENIORITY

A status acquired by an employee based on the employee's period of continuous service for the City.

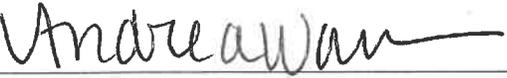
For the City



Steven Adams, City Manager

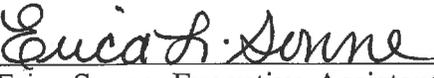
6/20/19
Date

For the Association



Andrea Wasson, Recreation Coordinator

6/20/19
Date



Erica Sonne, Executive Assistant

6/20/19
Date



Teresita Garcia, Executive Assistant

6/20/19
Date

APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

EXECUTIVE ASSISTANT

POLICE CAPTAIN

RECREATION COORDINATOR

HUMAN RESOURCES MANAGER

PUBLIC WORKS SUPERVISOR

KCCEA
APPENDIX B-1
SALARY SCHEDULE
EFFECTIVE JULY 6, 2019

TITLE	A	B	C	D	E	F
Executive Assistant	44,562.68	46,790.81	49,130.35	51,586.87	54,166.22	56,874.53
Police Captain	109,458.30	115,219.65	121,283.40	127,667.40	134,387.40	141,460.20
Recreation Coordinator	61,017.20	64,067.03	67,270.33	70,633.28	74,165.15	77,874.18
Human Resources Manager	73,035.48	76,687.25	80,521.61	84,547.69	88,775.08	93,213.83
Public Works Supervisor	59,031.36	61,982.93	65,082.07	68,336.18	71,752.99	75,340.64

KCCEA
APPENDIX B-2
SALARY SCHEDULE
EFFECTIVE JULY 4, 2020

TITLE	A	B	C	D	E	F
Executive Assistant	45,899.56	48,194.54	50,604.27	53,134.48	55,791.20	58,580.76
Police Captain	112,742.05	118,676.24	124,921.90	131,497.42	138,419.02	145,704.01
Recreation Coordinator	62,847.72	65,989.04	69,288.44	72,752.28	76,390.10	80,210.41
Human Resources Manager	75,226.54	78,987.87	82,937.26	87,084.12	91,438.33	96,010.25
Public Works Supervisor	60,802.30	63,842.42	67,034.54	70,386.26	73,905.58	77,600.86

KCCEA
APPENDIX B-3
SALARY SCHEDULE
EFFECTIVE JULY 3, 2021

TITLE	A	B	C	E	F	G
Executive Assistant	47,276.55	49,640.37	52,122.39	54,728.51	57,464.94	60,338.19
Police Captain	116,124.31	122,236.53	128,669.56	135,442.34	142,571.59	150,075.13
Recreation Coordinator	64,733.15	67,968.71	71,367.09	74,934.85	78,681.81	82,616.72
Human Resources Manager	77,483.34	81,357.50	85,425.38	89,696.65	94,181.48	98,890.55
Public Works Supervisor	62,626.37	65,757.69	69,045.57	72,497.85	76,122.74	79,928.88

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF KING CITY

AND

THE KING CITY CONFIDENTIAL EMPLOYEES

ASSOCIATION (KCCEA)

FOR THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF FY 2019-20 JOB CLASSIFICATION PLAN

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving the FY 2019-20 Job Classification Plan, including salary range increases for certain unrepresented full-time and part-time positions.

BACKGROUND:

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

DISCUSSION:

The updated classification plan for FY 2019-20 is being presented for City Council consideration. The updated plan includes the Cost of Living Adjustments (COLAs) approved in the new Memorandums of Understanding (MOU) with the King City Confidential Employees Association (KCCEA) and MOU extensions with the King City Police Officers Association (KCPOA) and King City Police Sergeants Association (KCPSA). In addition, it is recommended to include a 5% salary increase for the Police Chief to be consistent with other sworn personnel to avoid compaction in the salary ranges. It is also recommended to provide 3% COLAs for the Police Clerk I, Animal Control Officer, and Public Works Maintenance Aide positions. Lastly, 3% COLAs are recommended to the Volunteer Fire Department officer stipends and a \$2 per call increase for the firefighters.

**CITY COUNCIL
CONSIDERATION OF FY 2019-20 JOB CLASSIFICATION PLAN
JUNE 25, 2019
PAGE 2 OF 2**

COST ANALYSIS:

The cost increase in FY 2019-20 is estimated to be approximately \$10,000. The increased cost was included in the FY 2019-20 Budget so no additional appropriation is needed.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

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

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING
AMENDING THE CLASSIFICATION PLAN FOR FY 2019-20**

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

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

WHEREAS, the City Council desires to make changes to salaries that will impact the existing Classification Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves amendments to the FY 2019-20 Classification Plan as set forth in Exhibit A.

This resolution was passed and adopted this **25th** day of **June, 2019** by the following vote:

AYES, Council Members:

NAYS, Council Members:

ABSENT, Council Members:

ABSTAIN, Council Members:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

**CITY OF KING
JOB CLASSIFICATION PLAN
FISCAL YEAR 2019-20**

REVISED July 6, 2019

CLASSIFICATION	FIVE-PERCENT STEP ADVANCEMENT					
	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
EXECUTIVE MANAGEMENT STAFF						
CITY MANAGER	\$161,256.95 ANNUAL (SALARY INDEPENDENT OF STEP SCHEDULE)					
CHIEF OF POLICE	\$123,164.46	\$129,322.69	\$135,788.82	\$142,578.26	\$149,707.18	\$157,192.54
MANAGEMENT STAFF						
POLICE CAPTAIN	\$109,458.30	\$115,219.65	\$121,283.40	\$127,667.40	\$134,387.40	\$141,460.20
HUMAN RESOURCES MANAGER	\$73,035.48	\$76,687.25	\$80,521.61	\$84,547.69	\$88,775.08	\$93,213.83
RECREATION COORDINATOR	\$61,017.20	\$64,067.03	\$67,270.33	\$70,633.28	\$74,165.15	\$77,874.18
SUPERVISORY STAFF						
POLICE SERGEANT	\$85,059.00	\$89,313.00	\$93,779.00	\$98,466.00	\$103,391.00	\$108,561.00
POLICE CLERK SUPERVISOR	\$40,915.62	\$42,961.79	\$45,110.39	\$47,365.91	\$49,735.11	\$52,221.87
PUBLIC WORKS SUPERINTENDENT	\$56,023.33	\$58,824.72	\$61,766.80	\$64,855.19	\$68,098.91	\$71,504.70
PUBLIC WORKS SUPERVISOR (Miscellaneous)	\$47,296.36	\$49,661.18	\$52,144.24	\$54,751.45	\$57,489.03	\$60,363.48
PUBLIC WORKS SUPERVISOR (Confidential)	\$59,031.36	\$61,982.93	\$65,082.07	\$68,336.18	\$71,752.99	\$75,340.64
BUILDING/MAINTENANCE STAFF						
MAINTENANCE WORKER I	\$32,095.00	\$33,699.99	\$35,386.00	\$37,155.30	\$39,013.52	\$40,965.14
MAINTENANCE WORKER II	\$37,164.30	\$39,022.52	\$40,974.15	\$43,023.70	\$45,175.68	\$47,434.57
MAINTENANCE WORKER II/ WASTEWATER SERVICES	\$35,304.51	\$37,069.99	\$38,924.60	\$40,870.83	\$42,914.87	\$45,061.66
MAINTENANCE WORKER II/ WASTEWATER SERVICES	\$40,880.73	\$42,924.76	\$45,071.56	\$47,326.07	\$49,693.23	\$52,178.03
SENIOR MAINTENANCE WORKER	\$42,996.69	\$45,147.53	\$47,405.31	\$49,775.62	\$52,265.25	\$54,878.69
STREET SWEEPER OPERATOR	\$37,164.30	\$39,022.52	\$40,974.14	\$43,023.70	\$45,175.68	\$47,434.57
PUBLIC SAFETY STAFF						
POLICE OFFICER	\$63,471.00	\$66,645.00	\$69,978.00	\$73,477.00	\$75,151.00	\$78,910.00
POLICE OFFICER RECRUIT	\$51,381.00					
CODE ENFORCEMENT OFFICER	\$43,579.70	\$45,758.69	\$48,046.85	\$50,449.81	\$52,973.20	\$55,622.65
FIRE CHIEF	\$7,753.43					
FIRE CHIEF 1ST ASSISTANT	\$3,800.70					
FIRE CHIEF 2ND ASSISTANT	\$3,800.70					
FIRE CHIEF ENGINEER	\$3,800.70					
FIRE DEPARTMENT SECRETARY/TREASURER	\$2,660.49					
FIRE ENGINEER	\$2,837.86					
VOLUNTEER FIREFIGHTER	\$14.00					
PROFESSIONAL/SUPPORT STAFF						
SENIOR ACCOUNTANT	\$49,116.14	\$51,573.07	\$54,151.72	\$56,860.37	\$59,703.74	\$62,688.93
ACCOUNTANT	\$46,777.27	\$49,117.21	\$51,573.06	\$54,152.73	\$56,860.71	\$59,703.74
ACCOUNTING TECHNICIAN	\$38,982.00	\$40,931.38	\$42,978.68	\$45,128.40	\$47,385.05	\$49,755.37
EXECUTIVE ASSISTANT TO THE CITY MANAGER/DEPUTY CITY CLERK	\$44,562.68	\$46,790.81	\$49,130.35	\$51,586.87	\$54,166.22	\$56,874.53
EXECUTIVE ASSISTANT TO THE POLICE CHIEF	\$44,562.68	\$46,790.81	\$49,130.35	\$51,586.87	\$54,166.22	\$56,874.53
ADMINISTRATIVE ASSISTANT	\$38,982.00	\$40,931.38	\$42,978.68	\$45,128.40	\$47,385.05	\$49,755.37
ASSISTANT PLANNER	\$67,531.65	\$70,909.31	\$74,455.79	\$78,178.96	\$82,088.98	\$86,193.71
CUSTOMER SERVICE ASSISTANT	\$38,982.00	\$40,931.38	\$42,978.68	\$45,128.40	\$47,385.05	\$49,755.37
POLICE CLERK I	\$31,530.00	\$33,106.84	\$34,762.47	\$36,501.38	\$38,326.95	\$40,243.69
SEASONAL/PART-TIME (HOURLY RATE)						
POLICE CLERK I	\$15.61	\$16.39	\$17.21	\$18.07	\$18.97	\$19.92
ANIMAL CONTROL OFFICER	\$21.58	\$22.66	\$23.79	\$24.98	\$26.23	\$27.54
POOL MANAGER	\$15.97	\$16.77	\$17.61	\$18.49	\$19.41	\$20.38
ASSISTANT POOL MANAGER	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65	\$18.53
AQUATIC AIDE	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
POOL CASHIER	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
LIFEGUARD	\$13.20	\$13.86	\$14.55	\$15.28	\$16.04	\$16.85
RECREATION AIDE	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59	\$15.32
SUMMER DAYCAMP COORDINATOR	\$15.00	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
CUSTOMER SERVICE ASSISTANT	\$13.91	\$14.61	\$15.34	\$16.10	\$16.91	\$17.75
MAINTENANCE AIDE	\$13.91	\$14.61	\$15.34	\$16.10	\$16.91	\$17.75
CITY COUNCIL & MAYOR						
MAYOR	\$5,400.00					
CITY COUNCIL	\$4,200.00					



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF A TAX SHARING AND FEE DEFERRAL AGREEMENT WITH STAY CAL HOTELS, LLC FOR HOTEL PROJECT AT 1023 BROADWAY STREET

RECOMMENDATION:

It is recommended the City Council continue this item to the regularly scheduled meeting on July 9, 2019.

BACKGROUND:

The City is negotiating with Stay Cal Hotels, LLC to sell the Successor Agency owned property at 1023 Broadway Street and incentives to increase the feasibility of developing a new hotel on the site.

DISCUSSION:

The terms of the Agreement have not been finalized at the time the agenda is being distributed. Therefore, it is recommended the public hearing be continued.

COST ANALYSIS:

The analysis will be presented when the final terms are agreed upon.

ENVIRONMENTAL REVIEW:

The environmental review analysis will be presented when the Agreement is considered.

**CITY COUNCIL
CONSIDERATION OF A TAX SHARING AND FEE DEFERRAL AGREEMENT
WITH STAY CAL HOTELS, LLC FOR HOTEL PROJECT AT 1023
BROADWAY STREET
JUNE 25, 2019
PAGE 2 OF 2**

ALTERNATIVES:

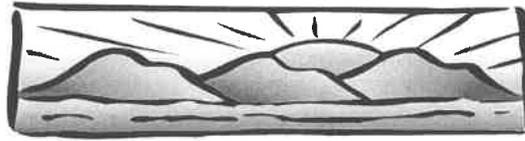
The following alternatives have been identified for City Council consideration:

1. Continue the public hearing to the July 9th meeting;
2. Continue the item to a date uncertain;
3. Hold the public hearing, but continue consideration of the Agreement; or
4. Provide staff other direction.

Prepared and Approved by:



Steven Adams, City Manager



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

Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROY C. SANTOS, CITY ATTORNEY

RE: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING INTENT TO LEVY AND COLLECT ASSESSMENTS FROM PREVIOUSLY FORMED LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT"

RECOMMENDATION:

It is recommended the City Council adopt the resolution declaring its intent to levy and collect assessments from the previously formed landscaping and lighting district.

BACKGROUND:

The City previously formed Landscaping and Lighting Maintenance District "Riverview Gardens Landscape Maintenance District" ("District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"). The assessments levied within the District provide revenue for the purposes of 1) financing the repair, replacement, maintenance, and operating expenses associated with all street lights within the district's boundaries; 2) the servicing, operation, maintenance, repair and replacement of the designated landscaping, including park landscaping, sound walls and appurtenant facilities with the district's boundaries; and 3) the servicing, operation, maintenance and repair of specified regional storm water retention basins.

CITY COUNCIL

CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING INTENT TO LEVY AND COLLECT ASSESSMENTS FROM PREVIOUSLY FORMED LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT"

JUNE 25, 2019

PAGE 2 OF 3

However, for several years, the City has been unable to fully maintain the landscaped areas. As a result, the City has not been levying and collecting the assessment fees for the District. The City Council recently approved a contract for landscaping improvements to the Maintenance District in order to fulfill the City's obligations under the original Tract Map for the development. As a result, the assessment is now again needed in order to resume maintenance of the improvements consistent with the original Tract Map.

DISCUSSION:

The Resolution provides notice to the members of the District and citizen of the City of King of the City's intent to again levy and collect assessments fees for the previously formed landscaping and lighting district. In addition, the Resolution shall establish that the City Council (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated "Landscaping and Lighting Maintenance District "Riverview Gardens Landscape Maintenance District" ("District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2019 and ending June 30, 2020, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution. Also, the Resolution will establish the purpose of Landscaping And Lighting District No. 2 which is for the operation and maintenance of street lighting, public landscaping, and all related appurtenances located within public right-of-way, dedicated easements, or dedicated public properties of the tracts and public lands in the City of King. Lastly, it established the scope of improvements which will be provided within the District.

COST ANALYSIS:

No fiscal impacts are associated with the Resolution

ENVIRONMENTAL REVIEW:

The resolution is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. Most of the terms and scope of city discretion are guided by existing State and Federal law. The resolution declares the City's intent to levy and collect assessment fees. The resolution does not authorize any specific development or

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KING DECLARING INTENT TO LEVY AND COLLECT ASSESSMENTS
FROM PREVIOUSLY FORMED LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE
MAINTENANCE DISTRICT"
JUNE 25, 2019
PAGE 3 OF 3**

installation on any specific piece of property within the City's boundaries. Alternatively, the resolution is exempt from CEQA because the City Council's adoption of the resolution is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve staff's recommendations;
3. Provide other direction to staff.

Submitted by: 
Roy C. Santos, City Attorney

Approved by: 
Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CITY
DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS
WITHIN LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT
“RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT”
(ADOPTED ON MARCH 10, 1998) COMMENCING FISCAL YEAR 2019-2020
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2
OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS
THERE TO**

WHEREAS, the City of King is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 (“Act”) requires the review of annual assessment of existing Districts; and

WHEREAS, the City Council of the City of King previously formed Landscaping and Lighting District “Riverview Gardens Landscape Maintenance District” (Adopted On March 10, 1998) (“District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the “Act”); and

WHEREAS, assessments levied within the District provide revenue for the purposes of ensuring long-term funding for maintenance of landscaping within Lots R1, R2, and R3 and to provide for graffiti abatement of retaining wall within the District; and

WHEREAS, the City has not been recently levying fees for the District as the anticipated landscaping and other improvements had yet to be installed as originally contemplated; and

WHEREAS, the City is currently in the process of installing said improvements for the District, and desires to ensure the maintenance of said improvements and District by restoring an annual levy as originally contemplated for the District; and

WHEREAS, the City recognizes that the parcels comprising the District may not be prepared to pay a complete levy as authorized under the formation documents for the District (including annual CPI adjustments); and

WHEREAS, to address this concern and to allow for an appropriate transition, the City Council intends to set a reduced levy, at the same rate as originally contemplated when the District was first formed in 1998, even though it is recognized that the rate will not be sufficient to pay for the maintenance, etc., of the District for the 2019-2020 fiscal year; and

WHEREAS, the City Engineer prepared a report when the District was first formed, and said report has already been received and accepted by the City Council; and

WHEREAS, the City Council desires to accept the Engineer's original report, as filed, pursuant to Section 22623 of the Act, and

WHEREAS, it is required to publish a written notification regarding the proposed reassessments, in a local newspaper, for a public hearing at least 10 days before the public hearing for those affected property owners previously within the district boundaries.

WHEREAS, in accordance with Section 22624 of the Act, the City Council now desires to declare its intention to levy and collect the assessments within the District for Fiscal Year 2019-2020, and to call a public hearing relating thereto.

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

1. Recitals. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. Findings and Declarations. The City Council hereby (1) finds that the public interest and convenience requires, and (2) declares its intention, to order the levy of and to collect assessments against the assessable lots and parcels of property within an existing assessment district designated Landscaping and Lighting Maintenance District "Riverview Gardens Landscape Maintenance District" ("District") pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2019 and ending June 30, 2020, to pay for the costs and expenses of the improvements described below in Section 4 of this Resolution.
3. Purpose. The purpose of Landscaping and Lighting District "Riverview Gardens Landscape Maintenance District" is for ensuring long-term funding for maintenance of landscaping within Lots R1, R2, and R3 and to provide for graffiti abatement of retaining wall within the District in the City of King.
4. Improvements. The proposed improvements which are provided for the within District by and through the assessments levied annually thereon shall include improvements and maintenance and service of landscaping and public lighting facilities located within public areas or easements of the described district. Landscaping may include trees, shrubs, or other ornamental vegetation, related plumbing and irrigation facilities, related ornamental structures, fences, walls, and lighting which are intended to beautify and aesthetically enhance the environment of the district.
5. Assessments. The assessments to be levied and collected against the assessable lots and parcels of property within the District for Fiscal Year 2019-20 are proposed to increase from the assessments levied and collected for Fiscal Year 2018-19 but are the same rates as when the District was originally formed.

6. Report. The original Engineer's Report as previously filed with and is included in Resolution No. 3757 that is titled "A Resolution Ordering Formation of a landscape maintenance Assessment District for the Riverview Gardens Project Pursuant to the Landscape and Lighting Act of 1972", which is reapproved by the City Council as filed. Reference is made to the Engineer's Report on file in the Office of the City Clerk and open to public inspection for a full and detailed description of the improvements, the boundaries of the District, and the proposed assessments upon assessable lots and parcels of land within the District. The Office of the City Clerk is located at 212 S. Vanderhurst Ave., King City, CA.

7. Time and Place of Hearing; Notice is hereby given that the City Council designates July 9, 2019, at 6:00 p.m., in the City Council Chambers, City Hall, 212 S. Vanderhurst Ave., King City, CA, as the date, time, and place for the hearing of the future levy and collection of assessments on the District commencing Fiscal Year 2019-2020. All interested persons shall be afforded the opportunity to hear and be heard. The City Council shall consider all oral statements and all written protests or communications made or filed by any interested person. Prior to the conclusion of the hearing, any interested person may file a written protest with the City Clerk or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. Written protests may be delivered in person to the City Clerk or may be mailed to the City Clerk at City Hall, 212 S. Vanderhurst Ave., King City, CA 93930. Any written protest that is mailed must be received at City Hall at or prior to 4:30 p.m. on July 9, 2019.

8. Notice. The City Clerk shall give notice of the aforesaid date, time, and place of the hearing in accordance with law.

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of King at a regular meeting thereof held on the 25th day of June, 2019 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST:

By: _____
STEVE ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM

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



Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESOLUTION PRIORITIZING AND SUPPORTING ACTIVE TRANSPORTATION PROJECTS AND COMMUNITY EVENTS

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution prioritizing and supporting active transportation projects and community events; 2) receive a presentation on the results of the Ciclovía event; and 3) direct staff to work with the County of Monterey Health Department and community organizations to determine the feasibility of sponsoring a 2020 Ciclovía event.

BACKGROUND:

The County of Monterey Health Department has received a grant from the State to fund the Via Salinas Valley: Active Transportation Education Program (ATP). The program provides open streets events, enhanced traffic safety and active transportation education to support safety environments for pedestrians and cyclists, while encouraging students and parents to use active modes of transportation. Each of the Salinas Valley cities have been asked to participate.

At the February 12, 2019 meeting, the City Council approved a formal agreement to participate in order to obtain reimbursement for some of the City costs involved. The grant funded the Ciclovía event on April 14th, which resulted in a successful turnout and positive feedback from the community. The Police Department will also be participating in bike and pedestrian safety activities being coordinated by the County Health Department at Del Rey Elementary School.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION PRIORITIZING AND SUPPORTING
ACTIVE TRANSPORTATION PROJECTS AND COMMUNITY EVENTS
JUNE 25, 2019
PAGE 2 OF 3**

DISCUSSION:

In order to comply with the provisions of the grant, the City needs to adopt a Resolution prioritizing and supporting active transportation projects and community events. A resolution drafted in coordination with the County Health Department is attached for City Council consideration. Staff believes it is consistent with City efforts, particularly the City's plans to develop a bicycle and pedestrian path system throughout the community and Council's vision statement in the 20-Year Strategic Plan to promote healthy lifestyles.

The Ciclovía event organizers will also be making a presentation at the City Council meeting on the results of the Ciclovía event. Preliminary discussions are under way on determining the feasibility of sponsoring an additional Ciclovía event next year, which would require increased City and community involvement and funding. Staff recommends the City Council direct staff to continue efforts to determine the feasibility of conducting another Ciclovía event.

COST ANALYSIS:

The County will reimburse the City for \$16,078 in costs for the activities covered under the ATP grant.

ENVIRONMENTAL REVIEW:

An environmental assessment was prepared and approved by the City Council when the agreement was approved. Adoption of the Resolution is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Approve staff's recommendations;
2. Modify and adopt the Resolution;
3. Adopt the Resolution, but direct staff not to pursue another Ciclovía event;
4. Do not adopt the Resolution; or
5. Provide other direction to staff.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION PRIORITIZING AND SUPPORTING
ACTIVE TRANSPORTATION PROJECTS AND COMMUNITY EVENTS
JUNE 25, 2019
PAGE 3 OF 3**

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA,
PRIORITIZING AND SUPPORTING ACTIVE TRANSPORTATION PROJECTS
AND COMMUNITY EVENTS**

WHEREAS, the City of King commits to be a City that promotes healthy lifestyles for children and adults and where active transportation, which includes but is not limited to bicycling and walking are safe and viable travel choices, which provides the community the ability to reach their destination points in a reliable path using any of the active transportation methods as a sustainable way of transportation; and

WHEREAS, to offer complete local regional bikeway and sidewalks network, the City will prioritize and encourage the planning and development of bicycle and pedestrian-friendly projects, complete streets, sidewalks and neighborhoods for both commuter and recreational users, with connectivity to transit stations, employment centers, schools, shopping centers and recreational areas; and

WHEREAS, the City of King's natural settings make our City an ideal location for residents of all ages and visitors to travel outdoors on a bicycle or by foot, both recreationally and as a commuter; with proven overall health benefits, financial savings from reduced vehicle and fuel costs, and with much less impact on the environment; and

WHEREAS, the City's General Plan, specifically the Land Use Element, Conservation, Open Space & Safety Element and Circulation Element, promotes walkable neighborhoods to improve the health of the community and reduce energy consumption, on and off-site improvements that include, but are not limited to, the construction of sidewalks, bicycle lanes, lighting, and ADA ramps that aid the accessibility of those that are differently-abled as well as families with strollers, which are all important goals that provide a strong framework for supporting active transportation; and

WHEREAS, City of King shall continuously seek out potential grant opportunities to secure funding for infrastructure improvements and community events that promotes safety, healthy lifestyles and active transportation like Open Streets events or Ciclovía events and Safe Routes to School programming and infrastructure support. Additionally, the City shall support and work with input from youth, community groups, and the public to plan and implement these events and infrastructure improvements; and

WHEREAS, the City's future population is expected to grow, and the creation of a functional system of mobility options including transit, walking, and biking will be essential to the quality of life of community members; and

WHEREAS, the City is designing a network of bike and pedestrian paths and lanes with the goal of linking access to all major recreational and commercial activity destinations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of King that the City of King supports infrastructure improvements and community events that promotes healthy lifestyles and active transportation.

PASSED AND ADOPTED at a regular meeting of the City Council on the 25th day of June, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney



Item No. 11 (B)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF A FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE WITH PACIFIC CONTINENTAL WOOD PRODUCTS, INC. FOR PARCEL NUMBER 026-351-030-000, CITY OWNED PROPERTY LOCATED AT 1051 INDUSTRIAL WAY

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving a First Amendment to Lease with Option to Purchase with Pacific Continental Wood Products, Inc. for Parcel Number 026-351-030-000 and authorizing the City Manager to execute all lease and sale documents and to make non-substantive changes as necessary in a form approved by the City Attorney.

BACKGROUND:

At the December 11, 2018 meeting, the City Council declared Parcel Number 026-351-030-000 as surplus and authorized staff to solicit proposals for purchase and use of the property for non-cannabis related businesses with a requested purchase price of \$900,000. The property was appraised at a value of \$900,000 for a non-cannabis use and \$1,300,000 for a cannabis use. A copy of the Request for Proposal (RFP) is attached.

Parcel Number 026-351-030-000 is a 2.98 acre property owned by the City, which is located at 1051 Industrial Way. It has been leased since 1989 at a rate of \$22,037 per year. It was determined to be more financially beneficial for the City to sell the property, which would also provide a greater incentive to the buyer to invest in the property and business. No future City use of the property has been identified. The City received one proposal, which was from Pacific Continental Wood Products, Inc., the current lessee.

**CITY COUNCIL
CONSIDERATION OF A FIRST AMENDMENT TO LEASE WITH OPTION TO
PURCHASE WITH PACIFIC CONTINENTAL WOOD PRODUCTS, INC. FOR
PARCEL NUMBER 026-351-030-000, CITY OWNED PROPERTY LOCATED
AT 1051 INDUSTRIAL WAY
JUNE 25, 2019
PAGE 2 OF 3**

DISCUSSION:

Following negotiations, the lessee/buyer has agreed to pay the appraised value and asking price, but through a lease with option to purchase agreement rather than an immediate sale. The key terms of the agreement are as follows:

Purchase Price:	\$900,000	
Rent:	\$2,022.81 per month (10% increase)	
Non-Refundable Deposits:	\$10,000	Due July 1, 2019
	\$40,000	Due January 1, 2020
	\$50,000	Due July 1, 2020

Full Payment Due: January 1, 2021

Resale Restriction: If the buyer resells the property within 5 years, the seller will be required to repay the City any amount received for the resale above \$900,000 up to a maximum of \$450,000 in order to prevent the buyer from reselling for cannabis to generate a profit.

Staff believes it is important to maintain a diversified local economy. As a result, the City Council included in the City's 20-Year Strategic Plan a vision statement to maintain a diversity of businesses within the industrial area. Overconcentration of one industry can create significant risks to the City if there were a negative impact and/or downturn to the industry that affected these businesses in King City. Since this property has been used for an industrial use for many years, providing important jobs and tax revenues, the sale of the property was restricted to non-cannabis uses to help accomplish this goal.

COST ANALYSIS:

It is estimated that the lease and sale will generate a net additional revenue of \$875,000 for the City over the next two-year period, which has been programmed in the FY 2019-2020/ FY 2020-21 Biennial Budget.

**CITY COUNCIL
CONSIDERATION OF A FIRST AMENDMENT TO LEASE WITH OPTION TO
PURCHASE WITH PACIFIC CONTINENTAL WOOD PRODUCTS, INC. FOR
PARCEL NUMBER 026-351-030-000, CITY OWNED PROPERTY LOCATED
AT 1051 INDUSTRIAL WAY
JUNE 25, 2019
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

The City Council approved environmental review when the property was declared as surplus. Staff performed a preliminary environmental assessment of this project and determined that it falls within the Categorical Exemption set forth in Section 15312 of CEQA Guidelines, which exempts sales of surplus government property, except in environmentally sensitive areas. Furthermore, staff determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Direct staff to make changes to the Agreement and pursue consent with the lessee/buyer;
3. Do not approve the Agreement and either maintain the existing lease or offer the property again for sale to any interested buyer; or
4. Provide other direction to staff.

Prepared and Approved by: _____


Steven Adams, City Manager

RESOLUTION NO. 2019-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING AUTHORIZING THE FIRST AMENDMENT TO LEASE WITH OPTION TO PURCHASE FOR APN 026-351-030 WITH PACIFIC CONTINENTAL WOOD PRODUCTS, INC. OR A RELATED ENTITY AND ACTIONS RELATED TO THE SAME

WHEREAS, the City of King (hereinafter "City") owns approximately 2.98 acres at 1051 Industrial Way that is commonly referred to as APN 026-351-030 referred to herein as the "Property;" and

WHEREAS, the City previously entered into a Lease with Pacific Continental Wood Products, Inc. (hereinafter "Lessee") for the Property on November 17, 1989; and

WHEREAS, the original Lease has continued on a month-to-month basis and the original option to purchase was not exercised and terminated pursuant to its terms; and

WHEREAS, at the December 11, 2018 meeting, the City Council unanimously declared the Property as surplus and authorized staff to solicit proposals for purchase and use of the property for non-cannabis related businesses; and

WHEREAS, the City received one proposal, which was from the Lessee; and

WHEREAS, City desires to amend the Lease to extend the Lease, adjust the rent, and grant an option to purchase the Property for (i) \$900,000, which is the value determined through an appraisal conducted by a duly licensed appraiser; and (ii) a post closing covenant in the Deed prohibiting use of the Property for cannabis for five (5) years or the City.

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

1. The facts set forth above in this Resolution are true and correct.
2. The City Council finds and determines that approval of the sale of the Property is not a "project" for the purposes of CEQA as defined by CEQA Guidelines section 15378, as the sale of surplus property is a fiscal activity and exchange of title does not have the potential for resulting in either a direct adverse physical change, or a reasonably foreseeable indirect adverse physical change, in the environment.
3. The City Council approves the First Amendment to Lease with Option to Purchase with Pacific Continental Wood Products, Inc. attached hereto as Exhibit A and authorizes the City Manager, Steven Adams, to execute the Lease, Purchase and Sale Agreement, and all related documents.
4. The City Manager, Steven Adams, is authorized to take all actions to transfer and assign all the City's rights and interests in the lease with the Pacific Continental Wood Products, Inc., or its successor, related to the Property to the Buyer. The City Manager is also authorized to take all actions to effectuate the mutual termination of the lease with Pacific Continental Wood Products, Inc, or its successor, to allow for transfer of the Property to the Buyer.
5. This Resolution shall go into effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 25th day of June, 2019, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

City of King
 212 South Vanderhurst Ave
 King City CA 939390
 Attention: City Clerk

APN. 026-351-030-000

Space Above for Recorder's Use Only
 Exempt from filing/recording fees per Govt Code §27383

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("**Amendment**") is made as of _____, 2019 ("**Amendment Date**") by and between **CITY OF KING**, a municipal corporation ("**Lessor**") and **PACIFIC CONTINENTAL WOOD PRODUCTS, INC.**, a California corporation ("**Lessee**").

RECITALS

- A. Lessor owns that certain real property located at 1051 Industrial Way in the City of King, County of Monterey, State of California as legally described on Exhibit A attached hereto (APN #026-351-030-000) ("**Premises**").
- B. Lessor and Lessee previously entered into that certain Lease executed on November 17, 1989 a copy of which is attached hereto as Exhibit B ("**Original Lease**") whereby Lessor leased the Premises to Lessee.
- C. The Original Lease has continued on a month-to-month basis. The option to purchase in the Original Lease was not exercised and terminated pursuant to its terms.
- D. Lessor and Lessee desire to amend the Lease to, among other things, (i) extend the term; (ii) adjust the rent; and (iii) grant an option to purchase the Premises.

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **EFFECTIVE DATE**. This Amendment shall be effective on the date this Amendment is recorded in the Official Records of Monterey County, California ("**Effective Date**"). Upon execution of this Amendment by Lessor, Lessor shall cause this Amendment to be recorded in the Official Records of Monterey County.

2. **DEFINITIONS.** All defined terms in this Amendment shall have the same meaning as in the Original Lease except as otherwise specifically defined in this Amendment.

3. **MODIFICATIONS/AMENDMENTS.** As of the Effective Date, the Original Lease is amended/modified as follows:

a. **Premises.** All references in the Original Lease to “premises” and “demised premises” shall mean the Premises as defined in Recital A of this Amendment.

b. **Term.** Section 1 is amended to provide that the Lease shall terminate on February 1, 2021 (“**Lease Termination Date**”).

c. **Rental.** Section 3 is amended to provide that commencing on July 1, 2019, the monthly rental shall be Two Thousand Twenty-Two Dollars and Eighty-One Cents (\$2,022.81) per month (“**Monthly Rent**”) payable in advance without deduction or offset in lawful money.

d. **Improvement.** Section 4 is amended to provide that, other than the modification or improvements that Lessee has made to the Premises, Lessee shall not make any modifications or improvements to the Premises without the prior written consent of Lessor in Lessor’s sole discretion.

e. **Events of Default.** Section 15 is amended to add the following:

“(f). If Tenant has exercised the Option pursuant to Section 21, any default by Tenant under the PSA (as defined in Section 21) shall be a material default under this Lease.”

f. **Possessory Interest Taxes.** Section 11 is deleted in its entirety and the following is inserted in its place and stead:

“11.1 **Mandatory Notice.** Notice is hereby given to Lessee pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Lessee created in the Premises pursuant to this Lease is subject to real property taxation and accordingly Lessee is subject to the payment of property taxes levied on said possessory interest.

11.2. **Payment of Taxes.** Lessee shall pay prior to delinquency any and all personal property taxes and possessory interest taxes attributable to the Premises. (Lessee is aware that this leasehold is subject to possessory interest taxes as assessed by the County of Monterey.) Lessee shall indemnify, defend and hold harmless Lessor against any and all such taxes, fees, penalties or interest assessed, or imposed against Lessor hereunder. In the event Lessee fails to timely pay any tax, assessment, fee, penalty or interest, Lessor, at its option, shall have the right to pay such charge and treat such payment as additional rent to be charged to

Lessee and paid by Lessee to Lessor within five (5) days after receipt of written notice from Lessor. Lessee shall be solely responsible for the payment of all taxes attributable to its operations, including but not limited to, sales taxes and income taxes.”

- g. **Assignment and Subletting.** Section 19 is deleted in its entirety and the following is inserted in its place and stead:

“Lessee shall not assign this Lease, in whole or in part, nor sublet or license all or any part of the Premises, without the prior written consent of Lessor which consent may be withheld by Lessor unless such assignee or sublessee: (i) is financially responsible as evidenced by financial statements and other evidence reasonably acceptable to Lessor; (ii) Lessor is provided evidence and assurance that assignee can operate a business at the Premises consistent with the use requirements in Section 2; (iii) Lessor is provided appropriate business and financial background information of the proposed assignee or sublessee; and (iv) no amount is paid by assignee to Lessee for the assignment and/or there is no additional sublease rent paid to Lessee in excess of the Monthly Rent payable under this Lease. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Irrespective of any assignment or sublease, Lessee shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. A transfer of any ownership interest in Lessee shall be deemed an assignment under this Lease. No interest of Lessee in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (i) if Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors; (ii) if a writ of attachment or execution is levied on this Lease; or (iii) if, in any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a event of default by Lessee, and Lessor shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Lessee. Any assignment or sublease of the Premises without the prior written consent of Lessor shall be a material event of default of this Lease.”

- h. **Security Deposit.** Section 20 is amended to provide that the parties acknowledge that Lessor current holds a security deposit in the amount of Ten Thousand Eight Hundred Twenty-Four Dollars and Eight Cents (\$10,824.08) (“**Current Security Deposit**”) which is the original security deposit of Three Thousand Three Hundred Seventy-Five Dollars (\$3,375) plus accrued interest at the rate of six percent (6%) per annum from 1989. From the Effective Date, the security deposit shall no longer earn interest.

- i. **Option to Purchase.** Sections 21 through 28, inclusive are deleted in their entirety and the following is inserted as Section 21 in its place and stead:

“21. Option to Purchase. Pursuant to the terms below, Lessor grants to Lessee an option to purchase the Premises (**“Option”**) for the sale price of Nine Hundred Thousand Dollars (\$900,000) (**“Purchase Price”**) pursuant to the terms in the PSA (defined below).

a) **Option Consideration.** Lessee shall pay the following sums to Lessor in good funds as option consideration (**“Option Consideration”**):

- (i) Ten Thousand Dollars (\$10,000) on or before 5pm on July 1, 2019.
- (ii) Forty Thousand Dollars (\$40,000) on or before 5 pm on January 2, 2020.
- (iii) Fifty Thousand Dollars (\$50,000) paid to Lessor on or before 5 pm on July 1, 2020.

If the Option Consideration is not paid in the time and manner specified, the Option shall automatically terminate. The Option Consideration shall be retained by Lessor, but shall be applicable to the Purchase Price if the Lessee exercises the Option and consummates the transaction pursuant to the PSA or shall be refunded to Lessee if Seller elects not to or fails to remedy such title defects as provided in Section 6.1 of the PSA.

b) **Exercise of Option.** Provided (i) Lessee is not in default under the Lease; and (ii) Lessee has paid all Option Consideration to Lessor as required above, Lessee may exercise the Option at any time after July 1, 2020 but prior to 5 pm on November 20, 2020 by executing three (3) copies of the Purchase and Sale Agreement and Escrow Instructions (and initial Section 10.5) in the form attached hereto as Exhibit C (**“PSA”**) and delivering same to Lessor. If Lessee exercises the Option in the time and manner specified, Lessor shall promptly execute the copies of the PSA and deliver (i) one (1) copy to Escrow Holder together with the Deposit Check; and (ii) one (1) copy to Lessee. If Lessee does not exercise the Option in the time and manner specified, the Option shall automatically terminate. Furthermore, if the Lease terminates for any reason, the Option shall automatically terminate.

c) **Option Personal.** The Option is personal to the original Lessee and may not be assigned to any third party. Any such assignment shall automatically terminate the Option. Notwithstanding the foregoing, Lessee may assign the PSA pursuant to the terms set forth therein.

j. **Notice.** Section 32 is deleted in its entirety and the following is substituted in its place and stead:

“32. Notice. Any notice herein required or permitted to be given shall be deemed given (i) three (3) days following the date the same is mailed, by United States certified mail, postage prepaid, return receipt requested, properly addressed to the party; or (ii) one (1) day following the date the same

is mailed by a national overnight delivery service prepaid and delivery receipt requested, properly addressed to the party. Notices personally delivered shall be deemed given as of the date of personal delivery. Until changed, as hereinafter provided, notices and communications to the parties shall be addressed as follows:

To Lessor: City of King
212 South Vanderhurst Avenue
King City, CA 93930
Attn: City Manager

With a copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93721
Attn: Roy Santos, City Attorney

To Lessee: Pacific Continental Wood, Inc.
1051 Industrial Way
King City, 93930
Attn: Luke Gowdy

With a copy to: Pacific Continental Wood Products, Inc.
P.O. Box 98
Grants Pass, OR 97528
Attn: Rick Ellis

Either party may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.”

k. **Holding Over.** A new Section 34 is added to the Lease as follows:

“**34. Holding Over.** At the expiration of this Lease, if Lessee holds over for any reason, it is agreed, in absence of a written agreement to the contrary, tenancy shall then be from month-to-month only and not a renewal of this Lease, or an extension for any further term and shall be subject to every other term, covenant and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy except that Lessee shall pay one hundred twenty-five percent (125%) of the then existing Monthly Rent.”

l. **Miscellaneous.** A new Section 35 is added to the Lease as follows:

“**35. Miscellaneous.**

35.1 Entire Agreement. This Lease contains all agreements and understandings of the parties and supersedes and cancels any and all prior or contemporaneous written or oral agreements, instruments,

understandings, and communications of the parties with respect to the subject matter herein.

- 35.2 Rights Cumulative.** The rights and remedies of each party specified in this Lease shall be cumulative and shall inure to the benefit of the parties and its respective successors and assigns and be in addition to any other rights and remedies provided by law.
- 35.3. Amendment.** This Lease shall not be amended, revised, modified or revoked at any time without the written agreement of both parties.
- 35.4 Time.** Time is expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.
- 35.5 Governing Law.** This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Lease, the parties agree that a court of competent jurisdiction in the County of Monterey shall be the sole venue and jurisdiction for the bringing of such action.
- 35.6 Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, then the remainder of this Lease, or the application for such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.
- 35.7 Construction.** The provisions contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Lease. The headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease. The invalidity or unenforceability of any particular provision of this Lease shall not affect the validity or enforceability of the other provisions. In the event of invalidity or unenforceability of a particular provision, this Lease shall be construed in all respects as if the invalid or unenforceable provisions were omitted.
- 35.8 Waivers.** Either party's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of the other party.
- 35.9 Survival.** All payment and indemnity obligations of Lessee under this Lease shall survive termination of this Lease for any reason."

3. **FULL FORCE AND EFFECT.** Except as specifically modified by this Amendment, all of the terms, covenants, and conditions of the Original Lease shall remain in full force and effect.

4. **AUTHORITY.** Each individual executing this Amendment on behalf of Lessee represents, warrants and covenants to Lessor that (a) Lessee is duly formed and authorized to do business in the state of California, (b) such person is duly authorized to execute and deliver this Agreement on behalf of Lessee in accordance with authority granted under the organizational documents, and (c) Lessee is bound under the terms of this Amendment.

5. **NO BROKERAGE COMMISSION.** Each party represents that it has not had dealings with any real estate broker, finder or other person, with respect to this Amendment in any manner. Each party shall hold harmless the other party from all damages resulting from any claim that may be asserted against the other party by any broker, finder, or other person with whom the other party has or purportedly has dealt.

6. **EXHIBITS.** Exhibits A, B and C attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, this Amendment is executed by the parties as of the Amendment Date.

LESSEE

PACIFIC CONTINENTAL WOOD PRODUCTS, INC., a California corporation

By: _____
_____, President

By: _____
_____, Secretary

LESSOR

CITY OF KING, a California municipal corporation

By: _____
Steven Adams, City Manager

ATTEST

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Roy Santos, City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

That certain real property in the City of King, County of Monterey, State of California legally described as follows:

**EXHIBIT B
COPY OF ORIGINAL LEASE**

L E A S E

THIS LEASE is made by and between the CITY OF KING, a municipal corporation of the State of California, hereinafter called Lessor, and PACIFIC CONTINENTAL WOOD PRODUCTS, INC., a California corporation, hereinafter called Lessee, as follows:

The Lessor, for and in consideration of the rents, covenants and agreements hereinafter set forth to be paid, kept and performed by the Lessee, does by these presents lease and let unto the Lessee, and the said Lessee does by these presents take and hire from the Lessor, a certain parcel of land containing approximately 2.98 acres located in the Industrial Park area of the City of King, Monterey County, California (being a portion of Assessor's Parcel No. 026-351-19), shown and delineated as Parcel 2 on the map hereunto attached, marked "Exhibit A," and incorporated herein by reference.

The terms and conditions of this lease are as follows:

1. Term. The term of this lease shall be three (3) years, commencing NOVEMBER 20, 1989, and ending on NOVEMBER 19, 1992.
2. Use. The demised premises shall be used for the manufacture and assembly of wood products, including the

storage of materials and finished products and other uses incidental thereto. No other use shall be made of the premises without the prior written consent of the Lessor.

3. Rental. As and for the rental of said premises during the term of this lease, Lessee agrees to pay to Lessor the sum of \$1,125.00 per month, payable monthly in arrears, without deduction or offset.

4. Improvements. Lessee shall have the right to construct buildings and improvements on the premises according to plans and specifications to be prepared by Lessee and approved by Lessor. Any construction begun shall be completed within one (1) year after the issuance of the building permit for the same, and the failure of the Lessee to complete construction within that time shall constitute a default under the terms of this lease. Should the Lessor refuse to approve any construction plans and specifications submitted by Lessee, the Lessee shall have the right to cancel and terminate this lease as of the date of such refusal. All buildings, additions and improvements to the premises made by Lessee, whether made by the Lessee or any other person, save and except movable furniture, fixtures and equipment installed by Lessee which can be removed therefrom without injury to the premises, immediately when made shall become and be the property of the Lessor and shall not be removed from or changed in the premises without the prior written consent of the Lessor.

5. Maintenance and Repair. Lessee shall, at Lessee's expense, keep and maintain the demised premises and all improvements located thereon in good order and condition at all times during the term of this lease, or any renewal or extension hereof. Lessor shall not be called upon to make any improvements or repairs or replacements whatsoever upon the said premises, or any part thereof.

6. Liens. Lessee agrees to keep said premises free from liens of every character and agrees to indemnify Lessor from and against any and all such liens arising from any act or omission of the Lessee. Without limiting the generality of the foregoing, Lessee agrees to pay when due all sums of money becoming due to third parties for labor, services, materials, supplies or equipment furnished to Lessee with respect to any improvements made to the premises by Lessee pursuant to the provisions of Paragraph 4 above, and the failure of Lessee to do so shall constitute a default under the terms of this lease.

7. Utilities. Lessee shall pay for all utilities and services used by Lessee upon the demised premises. Lessee shall, at its own expense, install all utility extensions and connections that may be required to provide service to said premises.

8. Fire Insurance. Throughout the term of this lease the Lessee shall, at Lessee's sole cost and expense, keep or cause to be kept insured for the mutual benefit of Lessor and Lessee, as their respective interests may appear at

the time of any loss covered by said insurance, all buildings, structures and improvements located on the premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for commercial structures, including vandalism and malicious mischief. Said insurance shall be in an amount sufficient to prevent either Lessor or Lessee from becoming a co-insurer under the provisions of the policy or policies, but in no event shall the amount be less than ninety percent (90%) of the then actual replacement cost, excluding the cost of replacing excavations and foundations but without deduction for depreciation. All proceeds of insurance shall be held in trust by the recipient and shall be used only for the purpose of repairing, restoring and reconstructing the insured buildings, structures and improvements; any insurance proceeds remaining after complying with the provisions of this lease relating to the maintenance, repair, replacement or reconstruction of improvements shall be the Lessee's sole property.

9. Indemnity; Insurance. Lessee waives any and all claims for injury to person or property occurring on or about the demised premises and agrees to indemnify Lessor against all claims, demands and liabilities on account of injury to persons and property of third persons on or about the said premises, arising from Lessee's occupancy or use of the premises. Lessee further agrees that at all times during the term of this lease, or any extension or renewal thereof,

Lessee will carry public liability and property damage insurance in amounts satisfactory to Lessor, but in no event less than a single limit of \$1,000,000.00 for all coverages, showing Lessor as an additional insured and providing that said policy or policies may not be cancelled or modified without at least thirty (30) days' prior written notice to Lessor. A certificate of insurance evidencing such coverage shall be provided to Lessor. Should Lessee fail to obtain such insurance coverage, Lessor may obtain the same for Lessor's own protection at Lessee's expense, and the cost thereof shall be repaid by Lessee to Lessor on demand.

10. Compliance with Laws. The Lessee shall not do, or permit to be done, or keep, or permit to be kept, in or about the said premises anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

11. Possessory Interest of Lessee. Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest.

12. Removal of Property Upon Termination. Not later than ten (10) days after the expiration or sooner termination of this lease, however occurring, the Lessee shall remove all of its personal property from the demised premises. Any property not so removed within said ten (10) days' period shall be deemed to have been abandoned and shall belong to

Lessor, without any obligation on the part of Lessor to reimburse Lessee for the same. The provisions of this paragraph shall not apply to any buildings, structures or improvements which, under the provisions of Paragraph 4 above, have become the property of the Lessor.

13. Holding Over. No holding over of the possession of the demised premises by Lessee beyond the term of this lease shall be deemed an extension of said lease or create the right to any additional term in the absence of a written agreement executed by Lessor.

14. Acceptance Without Warranty. It is understood and agreed that the Lessee accepts this lease with full knowledge of the physical condition of the demised premises and with full knowledge of the facilities, utilities and services which are available to said premises, and that Lessor has made no representation, guarantee or warranty of any kind with respect to the same.

15. Events of Default. Any of the following events shall constitute a default under the terms of this lease:

(a) The nonpayment of rent or any other sum to be paid by Lessee to Lessor under the terms of this lease, and the failure of Lessee to make such payment within ten (10) days after written notice to do so is given to Lessee;

(b) Delinquency by the Lessee in the performance of or compliance with any other covenant, condition, or restriction contained in this lease and the failure of

the Lessee to commence to cure said default within thirty (30) days after written notice to do so is given to Lessee or to complete the cure of said default within a reasonable time, up to 120 days, thereafter;

(c) Abandonment or surrender of the premises or of the leasehold estate by the Lessee;

(d) The subjection of any right or interest of the Lessee hereunder to attachment, execution, or other levy, or to seizure under legal process, if not released within ninety (90) days;

(e) Any act or event which by the terms of this lease is expressly made an event of default.

16. Remedies of Lessor on Default. Upon any default of the Lessee under the terms of this lease the Lessor shall, after expiration of the time allowed for the cure of a default and prior to the cure of said default, have the following remedies in addition to all other rights and remedies available by law or in equity, to which Lessor may resort cumulatively or in the alternative:

(a) Lessor may, at Lessor's election, terminate this lease by giving written notice of termination to Lessee. On the giving of such notice, all of Lessee's rights in the premises shall terminate and Lessee shall surrender and vacate the premises. Lessor thereupon may re-enter and take possession of the premises and all improvements thereon and eject all persons therefrom. Termination under this subparagraph shall not relieve the

Lessee from any claim for damages previously accrued or then accruing against the Lessee. Said damage shall include the worth at the time of the award of the amount by which any unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in this lease, exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

(b) Lessor may, at Lessor's election, re-enter the demised premises and, without terminating this lease, at any time and from time to time relet said premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Any reletting may be for the remainder of the term, or for a longer or shorter period. Lessor may execute any lease made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation or occupancy of the premises and improvements, or both. Lessee shall nevertheless pay to Lessor on the due dates specified in the lease the equivalent of all sums required to be paid to Lessee under the terms of this lease, plus the Lessor's expenses of reletting, less the net amount realized by Lessor upon any such reletting. No act by or on behalf of the Lessor shall constitute a termination of this lease unless Lessor gives to Lessee written notice of such termination.

17. Waiver. No waiver by Lessor of any default of

Lessee under the terms of this lease shall be construed or held to be a waiver of any succeeding or preceding default hereunder. The subsequent acceptance of rent or any other payment or benefit pursuant to this lease shall not constitute a waiver of any preceding default of Lessee other than a default in the payment so accepted, regardless of Lessee's knowledge of the preceding default at the time of such acceptance, nor shall the acceptance of rent or any other payment or benefit after termination constitute a reinstatement, extension, or renewal of the lease or revocation of any notice or other act by the Lessor.

18. Waiver of Right of action for Insured Losses.

Each party to this lease waives any right of action such party later may acquire against the other for the recovery of any loss or damage to any of such party's property which is insured under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance.

19. Assignment. Except as specifically otherwise provided in Paragraph 21 below, Lessee shall not assign this lease, or any interest herein, or underlet the premises, or any part thereof, without the prior written consent of the Lessor; provided, however, that such consent shall not be unreasonably refused.

20. Security Deposit. Upon the execution of this lease Lessee shall deposit with Lessor the sum of \$3,375.00 as security for the full performance and observance of each and all of the provisions of this lease. If Lessee defaults in

any particular, Lessor may use, apply, or retain the whole or any part of the security (a) to the extent of any sum due to Lessor, or (b) to make any required payment on Lessee's behalf, or (c) to compensate Lessor for any expense or damage caused by Lessee's default. Lessor is not a trustee of the deposit and may commingle it with its own funds. Lessor shall pay interest to Lessee on the amount of said deposit retained, during the time it is retained, at the rate of 6% per annum. At the normal expiration of the lease, or any extension thereof, Lessor shall return all funds then held on deposit if Lessee is not then in default.

21. Option to Purchase. Lessor hereby grants to Lessee, or its nominee, the exclusive right and option to purchase the demised land and premises and all of Lessor's right, title and interest in and to any improvements hereafter placed thereon by Lessee, for the sum of \$133,747.00, to be paid as follows:

(a) A cash down payment of \$25,000.00, which shall include the \$3,375.00 security deposited with Lessor pursuant to the provisions of Paragraph 20 above (or so much thereof as then remains unexpended under the provisions of said paragraph); and

(b) The balance of \$108,747.00 by a promissory note, secured by a first deed of trust on said real property, payable in equal monthly installments of \$1,150.00 each, said payments to include interest on unpaid principal at the rate of 10% per annum. The first

payment shall be made on the fifteenth day of the calendar month next following the close of escrow and thereafter successive monthly payments shall be made on the fifteenth day of each month until the fifteenth anniversary date of said note, at which time the then remaining principal balance and accrued interest shall be paid in full. Said note shall provide that prepayments thereon may be made at any time, without penalty.

22. Exercise of Option. The option granted in Paragraph 21 above must be exercised by Lessee, or its nominee, on or before July 11, 1992, by depositing in escrow with Founders Title Company, Salinas, California, the \$25,000.00 down payment specified in Paragraph 21(a) and by delivering to Lessor written notice of its election so to do.

23. Title. Title to the real property subject to the foregoing option shall be delivered to the buyer free and clear of all liens and encumbrances except current taxes and assessments, if any, and except easements, rights of way, restrictions and reservations of record which are acceptable to the buyer. The buyer shall have ten (10) days after receipt of a preliminary title report within which to approve or disapprove the condition of the title to said real property. Evidence of title shall be in the form of a policy of title insurance in the amount of the purchase price to be issued by Founders Title Company, the premium for which shall be paid by the seller (Lessor).

24. Escrow. Upon the exercise of this option by

Lessor or its nominee an escrow shall be opened at Founders Title Company, Salinas, California, and both parties to said escrow shall promptly execute and deliver escrow instructions consistent with the provisions of this option agreement. Said escrow shall close thirty (30) days after the completion of minor subdivision proceedings and the filing of a parcel map as provided in Paragraph 25 below, unless further extended by mutual agreement of the parties thereto.

25. Minor Subdivision Required. It is understood by both parties hereto that the demised premises subject to the aforesaid option to purchase are part of a larger parcel of land owned by Lessor, and that before any sale pursuant to said option can be consummated it will be necessary that the optioned portion be surveyed and subdivided, and a parcel map filed for record, in accordance with the applicable laws of the State of California and the subdivision ordinance of the City of King. Lessor shall be responsible for the preparation of the survey and the required parcel map and for the payment of all costs pertaining to the subdivision of said property. Lessor shall have ninety (90) days from the date the option is exercised within which to complete said subdivision proceedings.

26. Expenses of Sale. In the event the aforesaid option to purchase is exercised, title insurance premium shall be paid by the seller and recording fees shall be paid by the buyer. All other expenses of sale, including documentary transfer tax and escrow fees and charges, shall be paid by

buyer and seller in equal shares.

27. Prorations. In the aforesaid escrow, rents shall be prorated as of the date of closing. No other prorations shall be required.

28. Possession. Possession of said real property shall be delivered to the buyer at the close of the aforesaid escrow.

29. Inspection. Lessor shall have the right to enter said premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

30. Time of the Essence. Time and specific performance are of the essence of this agreement, and of every provision hereof.

31. Attorney's Fees. In case either party shall bring suit against the other to compel the performance of, or to recover for the breach of, any covenant, agreement or condition herein written, or, in the case of the Lessor, to recover possession of the demised premises or to remove from the record this lease or any lien or encumbrance thereon created by the Lessee, the prevailing party shall be entitled to a reasonable attorney's fee, to be fixed by the court and made a part of any judgment entered therein.

32. Notice. Any notice to be given hereunder will be sufficiently served if given personally to the person to whom it is addressed, or if deposited in the United States mail, registered or certified, addressed to the party to be

served at the address shown below his signature hereto, or at such other address as he may hereafter designate for the service of notices hereunder.

33. Successors and Assigns. Subject to the restriction on assignment hereinabove written, this lease, and all of the terms, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed this lease in duplicate as of the 17 day of NOVEMBER, 1989.

LESSOR

CITY OF KING, a municipal corporation of the State of California,

By Steve Michaels

Address:
212 S. Vanderhurst Ave.
King City, CA 93930

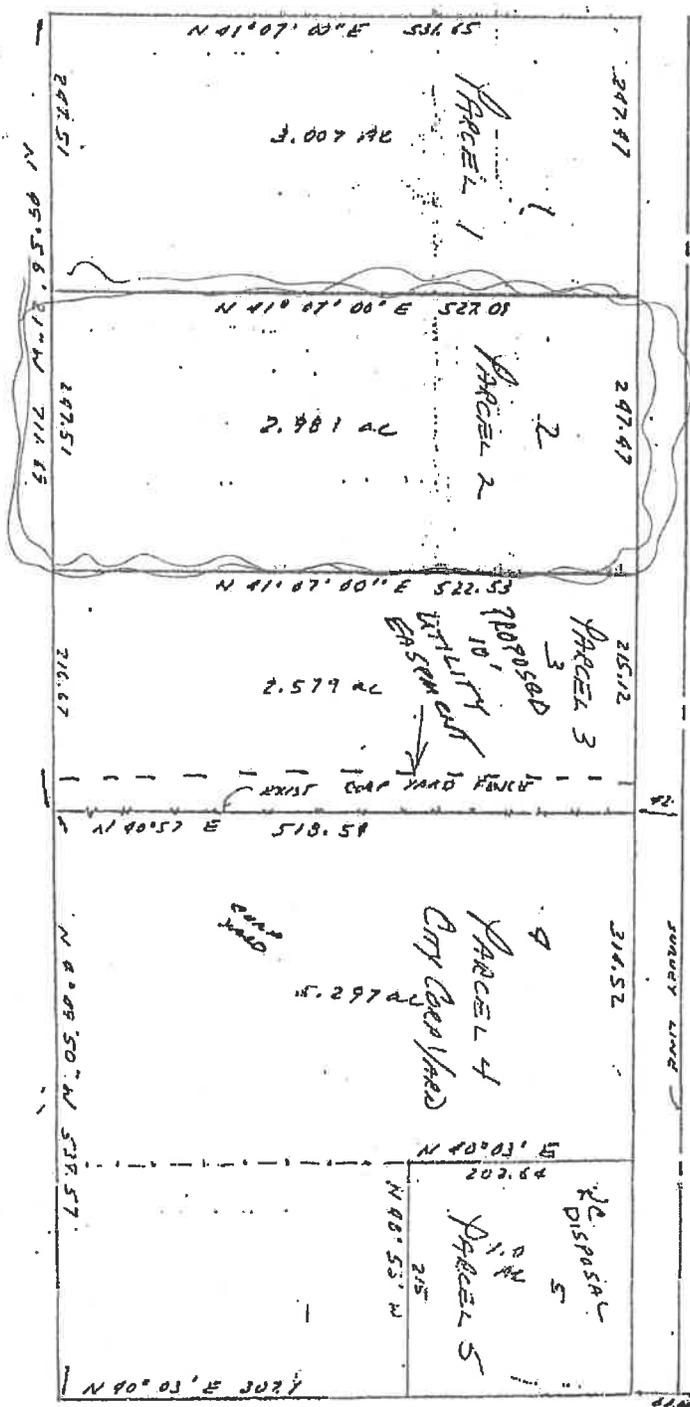
LESSEE

PACIFIC CONTINENTAL WOOD PRODUCTS, INC., a California corporation,

By Richard Ellis, President

Address:
388 W. Carmel Valley Rd.
Carmel Valley, Ca. 93924

PRESSENT LOT ALIGNMENT



WARNING
 THIS IS THE I COULD FIND
 IN THE FILE
 WE HAVE NOT BEEN
 IN PARCEL NUMBERS
 OR PARCELS 1,

YOUR COPY KEEP

**EXHIBIT C
PSA**

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**"), is made as of _____, 20__ ("**Agreement Date**") is by and between the **CITY OF KING**, a municipal corporation ("**Seller**"), and **PACIFIC CONTINENTAL WOOD PRODUCTS, INC.**, a California corporation ("**Buyer**").

RECITALS

- E.** Seller owns that certain real property located at 1051 Industrial Way in the City of King, County of Monterey, State of California as legally described on Exhibit A attached hereto (APN #026-351-030-000) ("**Property**").
- F.** Seller and Buyer previously entered into that certain Lease executed on November 17, 1989 as amended by that certain First Amendment to Lease dated June __, 2019 whereby Lessor leased the Premises to Lessee ("**Lease**"). Buyer has been in exclusive possession of the Property since 1989.
- G.** Buyer has timely paid the Option Consideration and has exercised the Option to purchase set forth in Section 21 of the Lease and executed this Agreement and delivered same to Seller.
- H.** Seller desires to sell, and Buyer desires to purchase, the Property (as defined below), all in accordance with the terms set forth below.

TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Pursuant to the terms and subject to the conditions set forth in this Agreement (including the Recitals which are incorporated herein), Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property and the Personal Property (defined below). Concurrently with Closing (as defined below), the Lease shall be terminated although all indemnity and payment obligations arising prior to Closing shall remain in full force and effect.

2. OPENING OF ESCROW. Within three (3) business days of Buyer's exercise of the Option, Seller shall open escrow ("**Escrow**") with Fidelity National Title Insurance Escrow ("**Escrow Holder**"), located at Chicago Title Company (Kimberly Verania) at 250 Bonifacio Place, Monterey, CA by causing a copy of the executed Agreement to be delivered to Escrow Holder together with the Deposit Check. Upon receipt, Escrow Holder shall execute the Escrow Acceptance & Agreement on the signature page below after inserting (i) the date Escrow is opened ("**Opening of Escrow**"), and (ii) the Escrow number, and thereafter return a copy of the fully executed and completed Agreement to Buyer and Seller, respectively.

3. CONSIDERATION.

3.1 Consideration. The consideration for the sale of the Property to Seller is **both** (i) the payment of the Purchase Price (defined in Section 3.1.a), and (ii) the Covenants (defined in Section 3.1.b).

- a. **Purchase Price.** The Purchase Price is Nine Hundred Thousand Dollars (\$900,000).
- b. **Covenants.** The restrictions and covenants of Buyer forth in the Grant Deed ("**Covenants**") are material consideration to Seller for the sale of the Property to Buyer. The Covenants shall run with the Property.

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

- a. **Option Consideration.** Buyer shall be credited with the Option Consideration paid by Buyer to Seller in the amount of One Hundred Thousand Dollars (\$100,000) which sum shall remain with Seller. The Option Consideration shall be refunded to Buyer if Seller elects not to or fails to remedy such title defects as provided in Section 6.1 of the PSA.
- b. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

3.3 Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. CLOSING DATE; TIME IS OF ESSENCE.

4.1 Closing Date. Escrow shall close upon the later than thirty (30) days after the Opening of Escrow ("**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Monterey County, California.

4.2 Possession. Upon the Close of Escrow, Pacific Continental Wood Products, Inc., a California corporation, shall remain in possession of the Property.

4.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence under this Agreement.

4.4 City Manager Authority. Seller by its execution of this Agreement agrees that the City Manager of Seller or his designee (who has been designated by City Manager's written notice delivered to Buyer and Escrow Holder) shall have the authority to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or his designee shall be binding on Seller. Notwithstanding the foregoing, City Manager or his designee may only grant extensions that cumulatively do not exceed ninety (90) days.

5. **DOCUMENTS TO BE DELIVERED.**

5.1 **Seller's Deliveries.** Seller covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments, documents and funds, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Buyer.

- a. **Deed.** A Grant Deed executed and acknowledged by Seller to the Property to Buyer in the form set forth as Exhibit B attached hereto ("**Deed**").
- b. **Non-Foreign Certification.** A Transferor's Certification of Non-Foreign Status ("**FIRPTA Certificate**"), duly executed by Seller under penalty of perjury upon the terms set forth therein, setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.
- c. **Closing Statement.** An executed settlement statement reflecting the pro-rations and adjustments in accordance with Section 10.
- d. **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

5.2 **Buyer's Deliveries.** Buyer hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller:

- a. **Purchase Price.** The balance of the Purchase Price and any additional required funds all in Good Funds.
- b. **Closing Statement.** An executed settlement statement reflecting the pro-rations and adjustments in accordance with Section 10.
- c. **Preliminary Change of Ownership Statement.** A Preliminary Change of Ownership Statement completed in the manner required in Monterey County.
- d. **Closing Documents.** Any additional tax forms, recordation forms, or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

6. **TITLE.**

6.1 **Title Approval.** Within three (3) days of the Opening of Escrow, Seller shall deliver to Buyer and Escrow, at Seller's own cost and expense, a preliminary title report for an ALTA non-extended owner's policy of title insurance with standard exceptions ("**PTR**") issued by Fidelity National Title Insurance Company ("**Title Company**") including hyperlinks to or copies of all documents shown in the commitment as affecting title ("**Title Documents**") and a plotting of any easements on the Property. If Buyer requires any endorsements to the Title Policy, or if Buyer requires an extended coverage ALTA owner's policy of title insurance ("**Extended ALTA Policy**") or a binder in lieu of a policy of title insurance, then Buyer shall make such election in a timely

manner so as to not interfere with or delay Closing and pay the additional cost of obtaining any endorsements or such Extended ALTA Policy, including, without limitation, timely obtaining a survey at its sole cost and expense. Seller shall execute and deliver to the Title Company an Owner's Affidavit and such other documentation as may be reasonably required by the Title Company to issue the Title Policy as defined in Section 6.2.

Buyer shall have seven (7) days from receipt of the PTR and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby ("**Title Objection Notice**"). Failure to provide the Title Objection Notice in writing within the above period shall constitute Buyer's objection to all exceptions to title shown on the PTR. If Buyer objects to any matter disclosed by the PTR or Title Documents, then Seller shall have three (3) business days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of Buyer's objection by removal or endorsement, or (2) not remedy the title defect that is the subject of Buyer's objection, at Seller's option ("**Seller's Election Notice**"); Seller's Election Notice shall be communicated in writing to Buyer. If Seller elects not to remedy such title defect (or fails to timely notify Buyer of its election with regard to same), then Buyer shall have two (2) days following (i) receipt of Seller's Election Notice under the preceding sentence, or (ii) Seller's failure to timely provide Buyer with such written notification, to elect to either (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the PTR are received by Buyer, Buyer shall have three (3) business days (regardless of the date) following Buyer's receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Buyer) to notify Seller of objections to items on any such updates ("**Title Updates**"), and in the event Seller does not agree to remedy such objections, Buyer may terminate this Agreement or waive such objections and proceed to Closing.

6.2 Title Policy. At Closing, the Title Company will commit to issue an ALTA non-extended (or extended if Purchase complies with the requirements above) owner's title policy showing the (i) any possessory interest real estate taxes as applicable; (ii) Permitted Exceptions (as defined below); (iii) covenants in the Grant Deed; and (iv) any exceptions created by Buyer ("**Title Policy**"). NOTE: the Lease shall not be shown on the Title Policy.

"**Permitted Exceptions**" means those items disclosed by the PTR that Buyer does not object to, or that Buyer waives objection to, or agrees to take title subject to, or that Buyer agrees to accept affirmative title insurance coverage over, and all zoning ordinances and regulations.

7. POSSESSION. At Closing, Pacific Continental Wood Products, Inc., a California corporation, shall remain in possession of the Property.

8. CONDITIONS TO CLOSING.

8.1 Closing Conditions for Buyer's Benefit. Buyer's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Buyer of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 6.2.
- ii. Seller is not in default of its obligations in this Agreement.

8.2 Closing Conditions for Benefit of Seller. Seller's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Seller of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 6.2.
- ii. Escrow holds the balance of the Purchase Price and will deliver same to Seller.
- iii. Buyer is not in breach of its obligations under this Agreement.

9. DISCLAIMER OF WARRANTIES. Buyer has been in exclusive possession of the Property pursuant to the Lease for twenty (20) years and, therefore, Buyer agrees to acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that Seller has no liability for the environmental condition and Buyer agrees to indemnify Seller against any claim or liability relating to the environmental condition of the Property.

10. PRORATIONS AND ALLOCATION OF COSTS; LIQUIDATED DAMAGES.

10.1 Taxes. Escrow Holder is not to be concerned with proration of Seller's taxes for the current fiscal year as Seller is a public agency and therefore exempt from the payment of property taxes. However, Buyer shall be solely responsible for any possessory interest taxes due to the Lease. Buyer shall be responsible for all applicable prorated taxes once Buyer obtains title to the Property.

10.2 Proration of Rent. As of the Closing Date, the Monthly Rent under the Lease shall be prorated to the Closing.

10.3 Security Deposit. Seller holds a security deposit in the amount of Ten Thousand Eight Hundred Twenty-Four Dollars and Eight Cents (\$10,824.08) which sum shall be credited to Buyer at Closing.

10.4 Other Costs. Buyer shall pay all utility charges with respect to the Property in accordance with the terms and conditions of the Lease. Seller shall pay (i) the documentary transfer taxes; (ii) premium for an ALTA non-extended owner's title policy; and (iii) fifty percent (50%) of Escrow fees. Buyer shall pay (i) recording fees for the Grant Deed; (ii) any and all costs associated with any financing by Buyer; (iii) any additional premium for an extended coverage ALTA owner's policy (if required by Buyer); and (iv) fifty percent (50%) of Escrow fees.

10.5 BUYER'S DEFAULT. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER, AND AGREE THAT THE SUM OF TWENTY-SEVEN THOUSAND DOLLARS (\$27,000) ("AGREED AMOUNT") ARE A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT BY DEFAULTING IN THE

COMPLETION OF THE PURCHASE, THE AGREED AMOUNT SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY BUYER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 19 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST BUYER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY BUYER. THE PAYMENT OF THE AGREED AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. NOTWITHSTANDING THE FORGOING THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT PURSUANT TO ITS TERMS.

SELLER'S INITIALS: _____

BUYER'S INITIALS: _____

11. **RISK OF LOSS.** If all or any portion of the Property is damaged or condemned during Escrow, this Agreement shall continue in full force and effect and the right to insurance proceeds shall be governed by the Lease unless Buyer shall close this transaction in which case the proceeds shall be paid to Buyer.

12. **ASSIGNMENT.** Provided Buyer is not in default of this Agreement, Buyer may assign this Agreement, to an affiliate of Buyer which Buyer owns the majority interest and controls same and Buyer provides reasonable evidence confirming same to Seller. The assignment shall be in a form reasonably acceptable to Seller. Any such assignment shall not release Buyer from its obligations under this Agreement.

13. **BINDING EFFECT.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. In the event of an assignment of Buyer's interests under this Agreement with Seller's consent, the assignee shall agree to assume and be bound by the terms and provisions hereof and Buyer shall not be released of its obligations hereunder.

14. **BROKER.** Seller and Buyer acknowledge that no other broker or finder was involved in this transaction and each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any other broker or finder who dealt with the party from whom indemnification is sought.

15. **INTEGRATION; MERGER; AMENDMENT; SURVIVAL OF REPRESENTATIONS.** Seller and Buyer have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. All representations, warranties and covenants set forth in this Agreement shall survive closing.

16. **AMENDMENT OR MODIFICATION.** This Agreement may only be modified or amended by a written agreement executed by both parties.

17. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. **NOTICES.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission, electronic mail, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day

after depositing with an overnight air courier, two (2) business days after depositing in the mail, or upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or electronic mail:

To Seller: City of King
212 South Vanderhurst Avenue
King City, CA 93930
Attn: City Manager

With a copy to: Aleshire & Wynder, LLP
2440 Tulare Street Suite 410
Fresno, CA 93721
Attn: Roy Santos, City Attorney

To Buyer Pacific Continental Wood, Inc.
1051 Industrial Way
King City, 93930
Attn: Luke Gowdy

With copy to: Pacific Continental Wood Products, Inc.
P.O. Box 98
Grants Pass, OR 97528
Attn: Rick Ellis

19. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of California.

20. ATTORNEY'S FEES. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, and accounting fees, and any other professional fees resulting therefrom.

21. SEVERABILITY. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

22. CONSTRUCTION. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates

23. QUALIFICATION; AUTHORITY. Each individual executing this Agreement on behalf of Buyer represents, warrants and covenants to Seller that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in accordance with authority granted under its organizational documents of such entity, and (b) Buyer is bound under the terms of this Agreement.

24. **NO WAIVER.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

25. **EXHIBITS.** Exhibits A and B attached hereto and incorporated herein by reference.

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

BUYER

PACIFIC CONTINENTAL WOOD
PRODUCTS, INC., a California corporation

By: _____
_____, President

By: _____
_____, Secretary

SELLER

CITY OF KING, a California municipal
corporation

By: _____
Steven Adams, City Manager

ATTEST

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Roy Santos, City Attorney

ESCROW ACCEPTANCE & AGREEMENT

Fidelity National Title Insurance Company as Escrow Holder under this Agreement, hereby certifies that the Opening of Escrow occurred on _____, 20__, and Escrow Holder agrees to be bound by the terms hereof. Escrow Holder has assigned Escrow No. _____ to the Escrow.

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Escrow Officer

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property located in the City of King, County of Monterey, State of California, described as follows:

EXHIBIT B

GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Pacific Continental Wood Products, Inc.
1051 Industrial Way
City of King, CA 93930
Attn: President

APN: 026-351-030-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is
\$ _____

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **CITY OF KING**, a municipal corporation ("**Grantor**"), hereby grants to **PACIFIC CONTINENTAL WOOD PRODUCTS, INC.**, a California corporation ("**Grantee**"), all of its respective rights, title, and interest in that certain real property in the City of King, County of Monterey, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

As material consideration for this conveyance, Grantee covenants for itself and any successors in interest for the benefit of Grantor as follows:

1. No Cannabis Covenant.

1.1. Acknowledgements by Grantee. Grantee acknowledges and accepts this conveyance with the understanding that the covenants in this Section 1 are (a) material consideration for this conveyance Grantee for the value of the Property for non-cannabis use; (b) separate and in addition to any other rights and limitations for the development of the Property by the zoning or other municipal limitations under the King City Municipal Code, and (c) are for the benefit of Grantor in gross as well as for the benefit of other real property owned by Grantor as specified in Exhibit B ("**Benefitted Property**"). Grantee specifically agrees that the Covenant shall be interpreted liberally in favor of enforcement.

1.2. No Cannabis Covenant. Grantee specifically agrees that no portion of the Property shall be used for cannabis operations of any kind, including, but not limited to, cultivation, processing, storage or sale ("**Covenant**").

1.3. Obligations Run With the Land. Grantee's obligations in this Section 1 constitute covenants, equitable servitudes, restrictions and easements in gross in favor of Grantor and appurtenant to the Benefitted Property which, without regard

to technical classification and designation, shall run with the land and shall be binding for a period of five (5) years from recordation of this Deed.

1.4. Remedy. Upon any violation of the Covenant, Grantee shall immediately owe to Grantor the sum of Four Hundred Fifty Thousand Dollars (\$450,000) which is the fair market value of the Property had it been sold to Grantee without the Covenant against cannabis operations ("**Additional Purchase Price**"). The Additional Purchase Price shall be paid to Grantor within ten (10) days of the breach of the Covenant. If not paid when due, the Additional Purchase Price shall bear interest at the rate of ten percent (10%) per annum until actually paid to Grantor.

2. Covenant of Non-Discrimination. Grantee agrees to refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and 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, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b). **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: "That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c). **Contracts:** In contracts pertaining to conveyance of the realty the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The forgoing covenants in Section 2 shall remain in effect in perpetuity.

3. **California Law.** The covenants contained in this Deed shall be construed in accordance with the laws of the State of California.
4. **Interpretation.** If an ambiguity or question of intent or interpretation arises, then the terms of the this Deed, including but not limited to, the Covenant, shall be construed as if drafted jointly by the parties and shall be interpreted in favor of enforcement.
5. **Severability.** If any provision of this Deed or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of the covenants contained in this Deed, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.
6. **Attorney's fees.** In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Deed, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

SELLER

CITY OF KING, a California municipal corporation

ATTEST

Erica Sonne, Deputy City Clerk

By: _____
Steven Adams, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Roy Santos, City Attorney

Exhibit A to Grant Deed

Legal Description of Property

That certain real property located in the City of King, County of Monterey, State of California, described as follows:

Exhibit B to Grant Deed

Legal Description of Benefitted Property

That certain real property located in the City of King, County of Monterey, State of California, described as follows:

026-164-010-000



Item No. 11(C)

REPORT TO THE CITY COUNCIL

DATE: JUNE 25, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF BAN ON USE OF ROUNDUP AND OTHER
GLYPHOSATE WEED KILLERS ON CITY PROPERTY**

RECOMMENDATION:

It is recommended the City Council not institute a ban on use of Roundup and other glyphosate weed killers on City property and instead direct staff to implement proposed increased safety precautions.

BACKGROUND:

At the May 14, 2019 meeting, Council Member DeLeon requested and Council concurred to place on a future agenda discussion of a ban on use of Roundup weed killer. Staff has prepared initial research, which has indicated a number of cities have banned its use by City staff on City property. These bans have also included other glyphosate products, which is the primary ingredient in most popular weed killers. Staff has not identified any cities that have instituted an outright ban, and the City Attorney has expressed concerns that it may not be within the City's authority to do so.

DISCUSSION:

Recent nearby cities to ban use of Roundup and other glyphosate weed killers from use on City land include Santa Cruz, Watsonville and Greenfield. Glyphosate, the active ingredient in the herbicide product is the most popular weed killer in the United States. Concerns that the chemical could cause cancer have mounted in recent years, but evidence remains mixed. The World Health Organization classified the weed killer as a likely carcinogen in 2015, and California became the first state to list glyphosate as a known carcinogen in 2017. However, the Environmental Protection Agency recently reaffirmed its stance that glyphosate poses no known health risks when used as directed and

**CITY COUNCIL
CONSIDERATION OF BAN ON USE OF ROUNDUP AND OTHER
GLYPHOSATE WEED KILLERS ON CITY PROPERTY
JUNE 25, 2019
PAGE 2 OF 3**

is likely not carcinogenic. The EPA concludes that the benefits outweigh the potential ecological risks when glyphosate is used according to label directions.

The company that produces Roundup is facing a number of lawsuits regarding cases of cancer. However, settlements have involved cases where the plaintiffs have been exposed through many years of use of the product on an ongoing basis. The company maintains its position that the product is safe when used as directed.

The City's Public Works Department utilizes Roundup to control weeds. It is currently an approved product by the FDA and staff receives training on its use. Eliminating its use will have a direct impact on its ability to maintain weeds and the City's beautification efforts. There are potential substitutes available, but none are considered particularly effective. It could also result in safety risks in instances such as control of weeds on the runway and taxiway of the Mesa Del Rey Airport. Current safety precautions that are required and utilized include the following:

- Staff applying the herbicide are required to wear safety goggles or face shield, rubber gloves, disposable overalls and rubber boots.
- Staff is not allowed to spray on a windy day.

Therefore, staff does not believe there is a public risk resulting from current use and does not recommend a ban be instituted. However, the request to prepare an analysis has been helpful because staff has reviewed the City's current practices and identified recommendations on how to increase public and employee safety. Therefore, it is proposed to implement the following safety precautions that exceed current regulatory requirements:

- Require employees to wear respirators while using the product.
- Prohibit public access to areas where the product is being applied until it is dry.

COST ANALYSIS:

There will be additional staff time required to place barricades and/or tape to restrict public access, as well as additional time involved in working in dedicated areas until the product is dry. No direct City costs are projected.

**CITY COUNCIL
CONSIDERATION OF BAN ON USE OF ROUNDUP AND OTHER
GLYPHOSATE WEED KILLERS ON CITY PROPERTY
JUNE 25, 2019
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

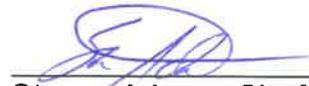
The following alternatives are provided for Council consideration:

1. Direct staff to implement the additional recommended safety precautions when using Roundup and other glyphosate weed killers on City property;
2. Direct staff to institute a ban on use of Roundup and other glyphosate weed killers on City property;
3. Direct staff to prepare and present additional research and alternatives;
4. Direct staff to make no changes to current practices involving use of weed killers; or
5. Provide other direction to staff.

Exhibits:

1. EPA Report

Approved by:



Steven Adams, City Manager

Docket Number EPA-HQ-OPP-2009-0361
www.regulations.gov



Glyphosate

Proposed Interim Registration Review Decision Case Number 0178

April 2019

Approved by: 
Charles "Billy" Smith
Acting Director
Pesticide Re-evaluation Division

Date: 4/23/19

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I. INTRODUCTION

This document is the Environmental Protection Agency's (the EPA or the agency) *Proposed Interim Registration Review Decision* (PID) for glyphosate acid and its various salt forms (PC Codes 103601, 103604, 103605, 103607, 103608, 103613, and 417300, case 0178), and is being issued pursuant to 40 CFR § 155.56 and 155.58. A registration review decision is the agency's determination whether a pesticide continues to meet, or does not meet, the standard for registration in the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The agency may issue, when it determines it to be appropriate, an Interim Registration Review decision before completing registration review. Among other things, the Interim Registration Review Decision may require new risk mitigation measures, impose interim risk mitigation measures, identify data or information required to complete the review, and include schedules for submitting the required data, conducting the new risk assessment and completing the registration review case. Additional information on glyphosate can be found in the EPA's public docket (EPA-HQ-OPP-2009-0361) at www.regulations.gov.

FIFRA, as amended by the Food Quality Protection Act (FQPA) of 1996, mandates the continuous review of existing pesticides. All pesticides distributed or sold in the United States must be registered by the EPA based on scientific data showing that they will not cause unreasonable risks to human health or to the environment when used as directed on product labeling. The registration review program is intended to make sure that, as the ability to assess and reduce risk evolves and as policies and practices change, all registered pesticides continue to meet the statutory standard of no unreasonable adverse effects. Changes in science, public policy, and pesticide use practices will occur over time. Through the registration review program, the agency periodically re-evaluates pesticides to make sure that as these changes occur, products in the marketplace can continue to be used safely. Information on this program is provided as <http://www2.epa.gov/pesticide-reevaluation>. In 2006, the agency implemented the registration review program pursuant to FIFRA § 3(g) and will review each registered pesticide every 15 years to determine whether it continues to meet the FIFRA standard for registration.

The EPA is issuing a PID for glyphosate so that it can (1) move forward with aspects of the registration review case that are complete and (2) implement interim risk mitigation (see Appendices A, B, and C). The agency is currently working with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service (together, the Services) to develop methodologies for conducting national threatened and endangered (listed) species assessments for pesticides in accordance with the Endangered Species Act (ESA) § 7. Therefore, although the EPA has not yet fully evaluated risks to listed species, the agency will complete its listed species assessment and any necessary consultation with the Services for glyphosate prior to completing the glyphosate's registration review. Likewise, the agency will complete endocrine screening for glyphosate, pursuant to the Federal Food, Drug, and Cosmetic Act (FFDCA) § 408(p), before completing registration review. Last, the EPA will determine whether pollinator exposure and effects data are necessary to make a final registration review decision for glyphosate and issue a data call-in (DCI) to obtain any such data prior to completing the glyphosate registration review case. See Appendices D and E, respectively, for additional information on the listed species assessment and the endocrine screening for the glyphosate's registration review.

The glyphosate registration review case covers glyphosate acid (PC code 417300) and the following salt forms with active pesticide registrations: isopropylamine salt (pc code 103601), ammonium salt (PC code 103604), ethanol amine salt (PC code 103605), diammonium salt (PC code 103607), dimethyl ammonium salt (PC code 103608), and the potassium salt (PC code 103613). Glyphosate is a non-selective, systemic herbicide registered for use in a wide array of both agricultural and non-agricultural settings. Agricultural uses include stone and pome fruits, citrus fruits, berries, nuts, vegetables, cereal grains, and other field crops. Non-agricultural uses include residential spot treatments, aquatic areas, forests, rights of ways, recreational turf, ornamentals, non-food tree crops, and Conservation Reserve Program land. Glyphosate is also registered for use on glyphosate-resistant crops such as alfalfa, corn, soybean, cotton, canola, and sugar beets. The first pesticide product containing glyphosate was registered in 1974; a Reregistration Eligibility Decision (RED) for glyphosate was completed in 1993. Since then, the EPA has reviewed the risk assessments for glyphosate to determine if updates were necessary when new uses were added to glyphosate labels.

This document is organized in five sections: the *Introduction*, which includes this summary and a summary of public comments and the EPA's responses; *Use and Usage*, which describes how and why glyphosate is used and summarizes data on its use; *Scientific Assessments*, which summarizes the EPA's risk and benefits assessments, updates or revisions to previous risk assessments, and provides broader context with a discussion of risk characterization; the *Proposed Interim Registration Review Decision*, which describes the mitigation measures proposed to address risks of concern and the regulatory rationale for the EPA's proposed interim registration review decision; and, last, the *Next Steps and Timeline* for completion of this registration review.

A. Summary of Glyphosate's Registration Review

Pursuant to 40 CFR § 155.50, the EPA formally initiated registration review for glyphosate with the opening of the registration review docket for the case. The following summary highlights the docket opening and other significant milestones that have occurred thus far during the registration review of glyphosate.

- July 2009 - The *Glyphosate Preliminary Work Plan (PWP)*, Human Health Scoping Document, and Environmental Fate and Effects Problem Formulation were posted to the docket for a 60-day public comment period.
- December 2009 - The *Glyphosate Final Work Plan (FWP)* was issued. Comments received on the PWP covered the following topics: opposition to the use of glyphosate, the toxicity of glyphosate formulations and inert ingredients, use and usage trends, human health risks, ecological risks, endocrine disruption, and the benefits of glyphosate. The public comments received did not change the schedule, risk assessment needs, or anticipated data requirements in the FWP.
- September 2010 - A Generic Data Call-In (GDCI) for glyphosate was issued for data needed to conduct the registration review risk assessments. All required data were

submitted and reviewed. The registration review GDCI for glyphosate is considered satisfied.

- December 2016 – The agency convened a FIFRA Scientific Advisory Panel meeting to consider and review a set of scientific issues related to the EPA’s evaluation of the carcinogenic potential of glyphosate. The meeting agenda, the agency’s cancer issue paper, charge questions for the panel, transcript, and final report are available on EPA’s website: <https://www.epa.gov/sap/meeting-materials-december-13-16-2016-scientific-advisory-panel>. Additional supporting materials and comments received from the public can be found in docket EPA-HQ-OPP-2016-0385 at www.regulations.gov.
- December 2017 – The agency published the *Revised Glyphosate Issue Paper: Evaluation of Carcinogenic Potential* (dated December 12, 2017), the *Response to the Final Report of the Federal Insecticide, Fungicide, and Rodenticide Act Scientific Advisory Panel (FIFRA SAP) on the Evaluation of the Human Carcinogenic Potential of Glyphosate* (dated December 12, 2017), the *Glyphosate Draft Human Health Risk Assessment for Registration Review* (dated December 12, 2017), the *Registration Review – Preliminary Ecological Risk Assessment for Glyphosate and its Salts* (dated September 8, 2015) online (<https://www.epa.gov/ingredients-used-pesticide-products/draft-human-health-ecological-risk-assessments-glyphosate>).
- February 2018 - The agency announced the availability of the human health and ecological risk assessments for a 60-day public comment period. Over 238,000 comments were received during the comment period, most of which came from various mass mail campaigns. Approximately 2,244 unique submissions were received from various stakeholders, including pesticide registrants, industry groups, farmers, grower groups, private citizens, non-governmental organizations, states, and the US Department of Agriculture (USDA). These comments and the agency’s responses are summarized below. The comments did not change the risk assessments or registration review timeline for glyphosate.
- September 2018 – The Environmental Working Group, joined by Ben & Jerry’s Homemade, Inc., Happy Family Organics, MegaFood, MOM’s Organic Market, National Co+op Grocers, Nature’s Path Foods Inc., One Degree Organic Foods USA, Inc., and Stonyfield Farm, Inc. submitted a petition to the agency. The petition requested that the EPA lower the tolerance for oats and explicitly prohibit preharvest use on oats on glyphosate US labels. The agency is still reviewing this petition and has issued a Federal Register Notice of Filing for public comment in docket EPA-HQ-OPP-2019-0066. The agency intends to respond to this petition concurrently with the issuance of the *Interim Registration Review Decision* for glyphosate.
- March 2019 - The agency is now announcing the availability of the *Proposed Interim Registration Review Decision* (PID) in the docket for glyphosate, for a 60-day public comment period. Along with the PID, the following documents are also posted to the glyphosate docket:

- *Glyphosate: Response to Comments, Usage, and Benefits* (dated April 18, 2018)
- *Glyphosate: Response to Comments on the Human Health Draft Risk Assessment* (dated April 23, 2019)
- *Response to Public Comments on the Preliminary Ecological Risk Assessment for Glyphosate* (dated November 21, 2018)

B. Updates Since the Issuance of the Glyphosate Risk Assessments

The Agency received on September 27, 2018 a petition from the Environmental Working Group, Ben & Jerry's Homemade, Inc., Happy Family Organics, MegaFood, MOM's Organic Market, National Co+op Grocers, Nature's Path Foods Inc., One Degree Organic Foods USA, Inc., and Stonyfield Farms, Inc. The petitioners request that the agency reduce the tolerance of the pesticide glyphosate in or on oats from 30 ppm to 0.1 ppm and modify labels to explicitly prohibit preharvest use on oats. The petitioners assert that the current tolerance level for oat is not protective enough when taking into consideration the actual dietary exposure to glyphosate in oats and the potential carcinogenicity of glyphosate. The agency is still reviewing this petition. Since this petition was submitted outside of the public comment period for the human health and ecological risk assessments, which closed on April 30, 2018, EPA has not considered it as a public comment on the risk assessments in preparation of this Proposed Interim Registration Review Decision. However, the Agency will treat this petition as a public comment on this Proposed Interim Registration Review Decision; a copy of the petition will be posted to the glyphosate registration review docket. The EPA intends to address this petition concurrently with the development of the Interim Registration Review Decision for glyphosate, taking into consideration issues raised in the petition and any comments the agency receives on its Notice of Filing.

In accordance with FFDCa section 408(d)(3), EPA is publishing EWG's petition for public comment; the public comment period will close 30 days after publication. The full petition is posted in docket EPA-HQ-OPP-2019-0066 at www.regulations.gov. This Proposed Interim Decision reflects the conclusions of EPA's most recent risk assessments and does not address the claims raised in the petition.

C. Summary of Public Comments on the Draft Risk Assessments and Agency Responses

During the 60-day public comment period for the glyphosate preliminary risk assessments, which opened on February 27, 2018 and closed on April 30, 2018, the agency received 238,290 comments. Approximately 2,244 unique submissions were received from various stakeholders, including glyphosate registrants, grower groups, non-governmental organizations, pesticide industry groups, states, and the US Department of Agriculture. Most comments came from mass mail campaigns, and approximately 200 substantive comments were received from various stakeholders. Comments relating to widespread concerns, comments of a broader regulatory nature, and the agency's responses to those comments are summarized below. Due to the high volume of comments received for glyphosate, the agency has combined comments by topic instead of responding to individual stakeholders and has focused its responses on comments that have not been addressed previously via the FIFRA SAP meeting or in previous registration

review documents for glyphosate. The comments did not result in changes to the agency's risk assessments. The agency thanks all commenters for their comments and has considered them in developing this PID.

For more detailed responses to comments relating to the human health risk assessment, see the *Glyphosate: Response to Comments on the Human Health Draft Risk Assessment*. For more detailed responses to comments relating to the ecological risk assessment, see the *Response to Public Comments on the Preliminary Ecological Risk Assessment for Glyphosate*. For detailed responses to comments on the use/usage of glyphosate and the benefits, see the *Glyphosate: Response to Comments, Usage, and Benefits*. All responses to comments documents are available in the public docket for glyphosate.

Comments About the EPA's Cancer Evaluation:

Many commenters expressed disagreement with the EPA's cancer conclusion, citing the International Agency for Research on Cancer's (IARC's) 2015 classification of glyphosate as "probably carcinogenic to humans." Comments were also received regarding the EPA's weight of evidence evaluation of the animal carcinogenicity data.

The EPA Response: The EPA conducted an independent evaluation of the carcinogenic potential of glyphosate and has determined that glyphosate is "not likely to be carcinogenic to humans." The agency's cancer classification is based on a thorough weight-of-evidence review of all relevant data and is in accordance with the agency's 2005 *Guidelines for Carcinogen Risk Assessment*.¹ The agency presented its draft cancer evaluation to the FIFRA Scientific Advisory Panel (SAP) in December 2016. Although the SAP did not reach consensus on several questions, none of the panelists believed that glyphosate should be classified as "likely to be carcinogenic to humans" or "carcinogenic to humans." Given the variety of opinions expressed, the agency revised its cancer evaluation and addressed comments from the SAP where consensus appeared to be reached. EPA's full weight-of-evidence evaluation can be found in the *Revised Glyphosate Issue Paper: Evaluation of Carcinogenic Potential*, available in the glyphosate public docket (EPA-HQ-OPP-2009-0361).

Comments received from stakeholders concerning the weight of evidence evaluation were previously addressed in the *Response to the Final Report of the Federal Insecticide, Fungicide, and Rodenticide Act Scientific Advisory Panel (FIFRA SAP) on the Evaluation of the Human Carcinogenic Potential of Glyphosate* (also available in the glyphosate public docket).

EPA's cancer evaluation is more robust than IARC's evaluation. IARC's evaluation only considers data that have been published or accepted for publication in the openly available scientific literature. As a result, IARC only considered a subset of the studies included in the EPA's evaluation. For instance, IARC only considered 8 animal carcinogenicity studies while the agency used 15 acceptable carcinogenicity studies in its evaluation. The EPA also excluded some studies that were not appropriate for determining the human carcinogenic potential of glyphosate, such as studies in non-mammalian species (*i.e.*, worms, fish, reptiles, and plants) which IARC used in its evaluation.

¹ <https://www.epa.gov/risk/guidelines-carcinogen-risk-assessment>

The Agency's cancer evaluation for glyphosate is also more transparent. EPA's draft cancer evaluation was presented to a FIFRA SAP for external peer review. EPA solicited public comment on the carcinogenic potential of glyphosate as part of the SAP process, which is well-documented with an agenda, transcript, meeting notes, and final SAP report. EPA responded to the SAP report, addressed panel recommendations, and made revisions to its cancer assessment that were transparent and provided to the public. EPA also solicited public comment on its full human health and ecological risk assessment for glyphosate in February 2018. In contrast, IARC meetings are not accessible to the public. Its deliberations are closed, its process does not allow for public comments to be submitted for consideration, there are no materials provided in advance of the meeting, and IARC's reports are final without an external peer review.

The EPA has not identified any new information received during the public comment period which ended on April 30, 2018 that would result in changes to the conclusion of its cancer assessment. The agency's cancer conclusion is consistent with other regulatory authorities and international organizations, including the Canadian Pest Management Regulatory Agency, the Australian Pesticide and Veterinary Medicines Authority, the European Food Safety Authority, the European Chemicals Agency, the German Federal Institute for Occupational Safety and Health, the Joint FAO/WHO Meeting on Pesticide Residues, the New Zealand Environmental Protection Authority, and the Food Safety Commission of Japan.

Comments on the EPA's Use of Open Literature Studies:

Many commenters asserted that the EPA relies too heavily on industry-funded studies and that these studies are not accessible to the public. Commenters requested that the EPA use open literature studies to assess glyphosate and point to various open literature studies describing various human health and ecological effects.

The EPA Response: The EPA requires a substantial amount of data to be collected and submitted for pesticide registration and registration review (see 40 CFR part 158 data requirements, <https://www.epa.gov/pesticide-registration/data-requirements-pesticide-registration>). The required data provide a wide range of information and include the following: product chemistry, product performance, studies that determine hazard to humans and domestic animals, studies that determine hazard to non-target organisms, post-application exposure studies, applicator/user exposure studies, pesticide spray drift studies, environmental fate, and residue chemistry studies. Although many of these studies are submitted by pesticide producers, the EPA has rigorous guidelines for how studies should be conducted (<https://www.epa.gov/pesticide-registration/master-list-test-guidelines-pesticides-and-toxic-substances>). The agency independently evaluates required studies for scientific acceptability. Laboratories conducting studies must address Good Laboratory Practices (GLP) designed to ensure data quality and integrity. The EPA's Office of Enforcement and Compliance Assurance (OECA) periodically inspects labs that conduct required studies to ensure that labs are in compliance with GLP regulations.

When studies are submitted to the agency for review, test reports must summarize and supply all the individual data obtained as part of the study. An independent evaluation is prepared for each study and a Data Evaluation Record (DER) is generated to summarize the study methods, results, and conclusions. DERs are subject to an internal peer review process and scientific review

committees within the Office of Pesticide Programs to ensure accuracy and consistency of interpretation prior to finalization.

Registrant-submitted studies are proprietary, and under FIFRA, cannot be released to any representative of a multinational pesticide producer or to anyone who intends to deliver such information to a multinational pesticide producer. Anyone not associated with a multinational pesticide producer may file Freedom of Information Act (FOIA) requests to access studies evaluated by the agency. For information on how to submit FOIA requests to access certain glyphosate studies, visit the EPA's website: <https://www.epa.gov/foia/foia-request-process>.

The EPA also reviewed the open literature to conduct both human health and ecological risk assessments.

The open literature review conducted for human health risk assessment is described in the document *Glyphosate—Systematic Review of Open Literature*. For its cancer evaluation, the EPA conducted an additional fit-for-purpose systematic review to obtain relevant and appropriate open literature studies with the potential to inform the human carcinogenic potential of glyphosate. This additional review is described in the agency's *Revised Glyphosate Issue Paper: Evaluation of Carcinogenic Potential* which is available in the public docket. The extensive list of journal citations provided by some commenters was screened for new studies not previously considered in the EPA's search of the open literature and did not turn up any studies that would impact the conclusions the EPA reached in its human health risk assessment.

The open literature data evaluated for ecological risk assessment is described in the agency's *Registration Review – Preliminary Ecological Risk Assessment for Glyphosate and its Salts* and also in *Appendix G Bibliography of Ecotox Papers*. The extensive list of journal citations provided by some commenters was screened for potential new information relevant to the ecological risk assessment. The information submitted generally support the conclusions the EPA reached in its ecological risk assessment and do not warrant any changes.

The EPA's criteria for evaluating open literature data for both human health and ecological risk assessment are available online (<https://www.epa.gov/pesticide-science-and-assessing-pesticides/how-we-identify-selecting-and-evaluating-open>).

Comments on Glyphosate Residues in Foods and Beverages:

Many commenters pointed to reports of glyphosate residues being detected in food/beverage commodities such as cereal, wine, orange juice, and others and express concerns about consumer safety. Others pointed to use of glyphosate as a pre-harvest desiccant for wheat as a source of glyphosate residues in cereal products.

The EPA Response: The EPA is aware of reports of glyphosate residues being detected in various foods and beverages. Due to its widespread use, trace amounts of glyphosate residues may be found in various food/beverage commodities. However, these trace amounts are below maximum residue levels established by the agency for those commodities and are not expected to pose risks of concern to consumers. For example, EPA has received results of testing of glyphosate residues in orange juice at a maximum of 26 parts per billion (ppb). At this

concentration, a 10 kg child would have to consumer approximately 385 liters of orange juice every day to reach the chronic reference dose of 1 mg/kg/day (the maximum acceptable oral dose that is the threshold of concern).

EPA evaluated dietary exposure to all population subgroups, including children, infants, and women of child-bearing age. There were no dietary risks of concern for glyphosate using an unrefined analysis, which (1) assumes that all food commodities contain maximum legal residues (*i.e.*, tolerance-level residues) and all registered food crops have been treated with glyphosate, and (2) uses high-end estimates of glyphosate in drinking water.

Commenters point to the use of glyphosate as a pre-harvest desiccant for wheat as a source of glyphosate residues in cereal products. The wheat desiccant use was considered in the agency's dietary risk assessment; EPA assumed maximum legal residues in wheat and other cereal grains. Taking exposures from those residues into consideration in its most recent human health risk assessment, EPA's estimation of risk from aggregate exposure to glyphosate, even including residues from pre-harvest desiccant use on wheat, is below the agency's level of concern. However, the agency has received a petition from the Environmental Working Group concerning the tolerance for oats and pre-harvest use on oats for which the agency is taking public comment. Additional information is described in section I.B of this document.

Comments on Formulations Toxicity:

Many commenters expressed concerns that glyphosate formulations are more toxic than glyphosate alone and questioned the toxicity of inert ingredients and the lack of transparency for inert ingredients and other contaminants in pesticide products.

The EPA Response: Most pesticide products contain substances in addition to the active ingredient (known as inert ingredients) which aid in the performance and effectiveness of the pesticide product. All active and inert ingredients must be approved by the agency when a pesticide product is first registered, including for glyphosate products. Since there are over 500 glyphosate products registered at different times in the US, the agency has assessed new inert ingredients at multiple points over the years for different formulations of glyphosate. The EPA evaluates the active and inert ingredients' hazard potential (*i.e.*, toxicity) with a battery of toxicity data. Any contaminants or impurities associated with formulation components must be reported to the agency and evaluated on a case-by-case basis. The agency reviews the amount in the formulation, the manufacturing information, and information on what steps are taken to limit or remove impurities. EPA can require that any inert ingredients of toxicological concern be listed in the ingredients statement of the label if determined to pose a hazard to humans or the environment (CFR § 156.10(g)(7)).

Glyphosate has been studied in a multitude of studies, including on multiple formulations that contain glyphosate. All studies of adequate scientific caliber that the Agency was aware of were incorporated into the risk assessment. For the glyphosate ecological risk assessment, ecotoxicity data on glyphosate formulations were reviewed in addition to data on glyphosate alone and relevant studies were summarized in the *Registration Review – Preliminary Ecological Risk Assessment for Glyphosate and its Salts*.

For human health risk assessment, the EPA searched the open literature to find glyphosate formulations toxicity data but there are few research projects that have attempted to directly compare technical grade glyphosate to the formulations under the same experimental design. Furthermore, there are even fewer instances of studies comparing toxicity across formulations. Most studies using commercial formulations identified as part of EPA's review were *in vitro* studies, which are difficult to translate into *in vivo* effects where metabolism and clearance would play a large role in potential toxicity. EPA gave *in vivo* studies greater weight, however none of the *in vivo* studies with commercial formulations were found to be of adequate quality for use in human risk assessment. Common limitations observed in *in vivo* formulations studies include: lack of test material information, exposure conditions not adequately described/documented, data were presented only as graphs and measures of variability were not included, samples sizes were too small or not reported, only one dose was tested, age/health of study animals were not reported, and a mode of action/adverse outcome pathway was not established.

The EPA has been collaborating with the National Toxicology Program (NTP) of the National Institute of Environmental Health Sciences to develop research intended to evaluate the role of glyphosate in product formulations and the differences in formulation toxicity. The results of this research will be considered when available. Additional information on the NTP research plan for glyphosate is available online: <https://ntp.niehs.nih.gov/results/areas/glyphosate/index.html>.

If at any time, information becomes available that indicates adverse human health effects of concern for exposure to glyphosate or its formulations, the EPA intends to review it and determine the appropriate regulatory action.

Comments About the Monarch Butterfly:

Many commenters such as the Center for Food Safety, Center for Biological Diversity, Natural Resource Defense Council, and Beyond Pesticides expressed concerns that the EPA's risk assessment is not protective of monarch butterflies and plant resources for monarchs, such as milkweed. In general, commenters asserted that the EPA has not done enough to protect monarch butterflies when monarch populations have been in decline in recent decades. Commenters urged the EPA to restrict or ban glyphosate on the grounds that it is killing milkweed, a key resource for monarch butterfly larvae.

The EPA Response: Monarch butterfly conservation is an important issue for the agency. While herbicides like glyphosate have been implicated in the decline of the monarch butterfly population, it is not known to what extent pesticides in general may play a role. It is important to note that threats to the monarch butterfly population are multi-pronged and include loss of breeding habitat, loss of overwintering habitat in Mexico,² changes in weather patterns (including winter storms), disease, and other factors.³

² Vidal, O., Lopez-Garcia, J., and Rendon-Salinas, E. (2014). Trends in Deforestation and Forest Degradation after a Decade of Monitoring in the Monarch Butterfly Biosphere Reserve in Mexico. *Conservation Biology*, 28: 177-186.

³ Agrawal, A. and Inamine, H. (2018). Mechanisms behind the monarch's decline. *Science*, 22: vol. 360, Issue 6395, pp.1294-1296.

A holistic approach is needed for monarch conservation and such an approach should consider herbicides in general as well as other factors that may play a role in the monarch decline. In addition, it is important to balance weed management needs with monarch conservation needs. To that end, the EPA published the *Risk Management Approach to Identifying Options for Protecting the Monarch Butterfly* for public comment in 2015 (available in docket EPA-HQ-OPP-2015-0389 at www.regulations.gov). In this document, the EPA sought feedback from stakeholders on strategies for managing risks to monarch butterflies and sought specific information on factors affecting the monarch population, including information such as:

- i. volume of use of various herbicides in areas critical to the monarch butterfly and where milkweed species are commonly found;
- ii. information on the monarch butterfly lifecycle, seasonal distribution, its population demographics over time, and any modeling analysis relevant to critical life stage parameters;
- iii. availability of laboratory or field data that specifically relates to the effects of various herbicides on the milkweed plant species;
- iv. information on both spatial and temporal parameters of weed management needs particularly where herbicide use may overlap with habitat of the monarch butterfly development, reproduction, and migration; and
- v. information on existing practices that promote co-occurrence of agricultural production with maintenance of milkweed populations.

Overall, the EPA received good suggestions from stakeholders on how to manage risks to monarch butterflies. Suggestions from stakeholders include the following:

- i. broad stakeholder involvement, outreach, and partnering;
- ii. focusing on voluntary, incentive-based, and locally-led initiatives;
- iii. promotion and use of best management practices to reduce pesticide exposure;
- iv. promotion and use of integrated pest management;
- v. development of label language to protect the monarch butterfly;
- vi. supporting milkweed habitat in non-agricultural areas;
- vii. more communication, education, and outreach on the monarch butterfly;
- viii. continue to better understand monarch biology and needs; and
- ix. ensure that any actions taken are done in a manner that balances monarch conservation priorities with other priorities such as native and invasive weed control.

In general, the EPA has focused its monarch conservation efforts on activities that are within the purview of the Office of Pesticide Programs (OPP) and are possible to implement through OPP's registration review, registration, and stakeholder outreach activities. The EPA is focused on four main areas: label language; cooperative efforts between the EPA and other federal, state, and private partners/stakeholders; outreach and communication; promoting best management practices and integrated pest management; and science and risk assessment. In the last several years, the EPA has made progress in many of these focus areas. Major milestones achieved include the following:

- In 2017, the EPA promoted pollinator/monarch conservation activities at the state level by finalizing the *2018-2021 FIFRA Cooperative Agreement Guidance*⁴ for states. The

⁴ <https://www.epa.gov/compliance/fiscal-year-2018-2021-fifra-cooperative-agreement-guidance>

2018-2021 Cooperative Agreement Guidance was modified to include the following monarch conservation activities:

- Establish/maintain relationships with federal, state, tribal and local agencies, beekeeper organizations, grower organizations (e.g., commodity groups), crop advisors, pesticide manufacturers (registrants), and other stakeholder groups within the region to assist where needed in combined pollinator protection activities.
- Providing continuing education opportunities to keep growers, applicators, and handlers up-to-date on the most recent methods to protect pollinators (including monarchs), such as integrated pest management, best management practices, and integrated vegetation management.
- Developing and implementing managed pollinator protection plans focusing on managed bees, as well as monarch butterflies and other native pollinators.
- Work with co-regulators and stakeholders to develop measures to determine the effectiveness of these plans in reducing pesticide risk to pollinators.
- Provide technical assistance, education and outreach to support habitat restoration efforts to enhance/supplement forage for bees and other pollinators, such as the monarch butterfly.
- Promote the use of best management practices, integrated roadside vegetation management, and mowing best practices in roadsides, rights-of-ways, or managed natural areas which may support pollinator habitat and in turn support foraging honeybees, monarch butterflies, and other pollinators.

EPA regulates the registration, distribution, sale, and use of pesticides. The states have primary authority for pesticide compliance monitoring and enforcement. EPA provides funds to the states for pesticide education and outreach as well as compliance monitoring and enforcement activities under the FIFRA State and Tribal Continuing Environmental Program cooperative agreements⁴. FIFRA Cooperative Agreement Guidances, which are periodically updated, outline areas of cooperation between the EPA and the states and tribes, and describe specific pesticide program activities where grant money may be disbursed. Adding monarch conservation activities to the 2018-2021 FIFRA Cooperative Agreement Guidance empowers states to prioritize pollinator/monarch conservation activities depending on each state's needs and priorities.

- In 2017, the EPA adopted advisory environmental hazards label language for pesticide products that are toxic to plants in its Interim Registration Review Decisions to alert pesticide users of potential effects to non-target organisms: *"This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated area. Protect the forage and habitat of non-target organisms by minimizing spray drift. For further guidance and instructions on how to minimize spray drift, refer to the Spray Drift Management section of this label."*
- In 2018, the EPA organized four webinars to educate stakeholders on ways to reduce pesticide spray drift and ways to use integrated pest management principles in managing agricultural lands. The webinars are as follows:

- *Strategies for Managing Pesticide Spray Drift Webinar*, covered the fundamentals of spray drift management.⁵
 - *Integrated Pest Management: Strategies for Pollinator Habitat Promotion and Conservation in Agricultural Areas*, covered integrated pest management principles for managing agricultural lands.⁶
 - *Best Practices for Aerial Application*, a more in-depth look at aerial application.⁶
 - *Best Practices for Ground Application*, a more in-depth look at ground application.⁶
- The EPA is continuing to collaborate with states, federal agencies, and other stakeholders in order to coordinate on conservation efforts and aid in scientific risk assessment. For example, the EPA is currently working with the Fish and Wildlife Service on [assessment of the monarch butterfly species status](#), and is engaged in discussions with the US Department of Agriculture, the State FIFRA Issues Research And Evaluation Group (SFIREG), and the Association of American Pesticide Control Officials (AAPCO) on various pesticide policy issues, including pollinator/monarch protection efforts.

Stakeholders are encouraged to visit the EPA's new monarch butterfly website for resources and news on the monarch front: <https://www.epa.gov/pollinator-protection/protecting-monarch-butterflies-pesticides>. In this proposed interim registration review decision for glyphosate, the agency is proposing risk mitigation measures to manage off-target spray drift to protect non-target organisms. Further information on the EPA's proposed interim decision and the agency's rationale is described in Section IV of this document.

Comments About Pollinators:

Several commenters, including the Pollinator Stewardship Council and Colorado State Beekeepers Association, discussed potential direct effects to honey bees and their health, particularly as it related to sublethal effects on honey bee navigation and appetite and cited various open literature references about honey bee health.

The EPA Response: The agency appreciates this additional information concerning honey bee toxicity data. There is uncertainty regarding the relationship of sublethal effects such as inhibition of navigation and loss of appetite, relative to the EPA's standard assessment endpoints (*i.e.*, impaired survival; growth; development). Additionally, the ecological assessment included discussion about a study that tested for colony-level effects (Thompson et al, 2014), which did not show that glyphosate adversely affected adult or developing young (brood). The EPA may require additional pollinator data in order to complete its evaluation of risk to bees prior to a final decision for registration review.

⁵ This webinar's materials are posted online at: <https://www.epa.gov/reducing-pesticide-drift/strategies-managing-pesticide-spray-drift-webinar-materials>

⁶ EPA is working on posting the materials for this webinar.

Comments on the Presence of Glyphosate in Surface Water:

Several commenters such as Beyond Pesticides and Friends of the Earth cited a recent report from the US Geological Survey (USGS) indicating that glyphosate had been detected in aquatic systems.

The EPA Response: The agency is aware of the recent 2014 USGS report (http://www.usgs.gov/highlights/2014-04-23-glyphosate_2014.html). The USGS monitoring data were considered as part of the EPA's ecological risk assessment (see Section 3.4 of the ecological risk assessment). The USGS data are ambient monitoring data and not targeted spatially or temporally to glyphosate use, so the extent that monitoring detections directly correlate to certain glyphosate applications is uncertain. These data have limited use for risk calculation but are useful as an additional line of evidence. The occurrence of glyphosate in some waterbodies (aside from its uses that include direct applications to certain waterbodies) is consistent with the EPA's analysis and was factored into risk assessment.

Comments Relating to Endangered Species Risk Assessment and Synergy:

The Center for Biological Diversity (CBD) submitted comments which focus on the EPA's duty to consult with the Services on the registration review of glyphosate in accordance with the Endangered Species Act (ESA). The CBD's comments mention various aspects of the risk assessment process, specifically use of the best available data, including all necessary data and studies, particularly to develop listed species risk assessments, and evaluation of effects on listed species and their designated critical habitat. CBD also expressed concern regarding the rigor of the agency's preliminary determinations regarding the effects of glyphosate on listed species and their designated critical habitat for the glyphosate registration review. In addition, CBD expressed concern about effects on pollinators and other beneficial insects, effects on human health or environmental safety concerning endocrine disruption, and any additive, cumulative or synergistic effects of the use of the pesticide.

The EPA Response: The EPA plans to address many of the concerns regarding listed species as part of the implementation plan for assessing the risks of pesticides to listed species based on the recommendations of the April 2013 National Academy of Sciences (NAS) report. See Endangered Species Assessment in Appendix D of this document for more information. The EPA will address concerns specific to glyphosate particularly with regard to pollinators, ESA, and endocrine disruption, in connection with the development of its final registration review decision for this pesticide. See Endocrine Disruptor Screening Program in Appendix E of this document for more information regarding endocrine disruption. The EPA is currently developing an agency policy on how to consider claims of synergy being made by registrants in their patents. The EPA intends to release this policy for public comment. After the agency has received and considered public comment on the proposed policy, and once that policy has been finalized, the EPA will consider its implications on the EPA's registration review decision for glyphosate.

Comments Relating to the EPA's Use Reports for Glyphosate:

A number of private citizens expressed concern that the EPA did not adequately assess the large volume of glyphosate use and the large number of use sites as part of registration review. Some commenters, such as Center for Food Safety, requested that the EPA update its use reports for glyphosate and provide more accurate estimates of use and usage.

The EPA Response: At various points in registration review, the EPA has provided estimates of agricultural usage for glyphosate. The following use reports were previously published in the glyphosate registration review docket: the 2008 *Screening Level Estimates of Agricultural Uses of the Case Glyphosate* and the 2015 *Updated Screening Level Usage Analysis (SLUA) Report for Glyphosate Case PC #s (103601, 103604, 103607, 103608, 103613, 417300)*. As part of this proposed interim registration review decision, the EPA is also providing updated agricultural and non-agricultural usage information, which are included in the *Glyphosate: Response to Comments, Usage, and Benefits*, also available in the public docket. A summary of all the current use sites for glyphosate along with current labeled applications rates and other application parameters are also available in the *Joint Glyphosate Task Force's Use Summary Matrix*, available in the glyphosate public docket.

Comments on Glyphosate's Connection to Resistant Weeds:

Many stakeholders (*e.g.*, Beyond Pesticides, Center for Food Safety, Center for Biological Diversity) commented on glyphosate's connection to weed resistance, stating that widespread use of glyphosate has resulted in increased weed resistance, particularly in glyphosate-resistant crops. Commenters noted that there is potential for resistance to spread between herbicide resistant crops and related plants. Other stakeholders (*e.g.*, Kansas Agribusiness Retailers Association, Almond Alliance of California, Iowa Corn Growers Association) state that glyphosate is effective on weeds that are resistant to other herbicides and is still a useful tool for growers despite weed resistance issues.

The EPA Response: Whenever a herbicide is used, there is a potential for that use to contribute to the evolution of herbicide resistance, particularly if the population of a weed species is subjected to repeated sublethal doses of herbicide. Weed resistance commonly occurs but despite resistance problems, glyphosate remains an important weed management tool. Glyphosate is still effective on many weed species that have shown resistance to other herbicides. To combat weed resistance, EPA encourages tank-mixing herbicides, rotating different mechanisms of action, crop rotation, and the use of integrated pest management programs. To maintain some of the most important benefits of glyphosate, growers must use herbicides responsibly as part of an integrated weed control strategy and be proactive in employing good weed resistance management practices.

Herbicide resistance can occur through pollen-mediated gene flow from resistant crops to weedy relatives. Additionally, glyphosate-resistant biotypes of some weeds can rapidly disperse through pollen-mediated gene flow. The United States Department of Agriculture's Animal and Plant Health Inspection Service (USDA-APHIS) regulates the planting, importation, or transportation of genetically engineered plant crops under the Plant Protection Act. Most genetically engineered plants are "regulated articles" and must receive prior approval from APHIS before introduction.

Helping to educate growers on how to manage weed resistance is a top priority for the agency. The EPA is proposing to require herbicide resistance management labeling as part of this Proposed Interim Registration Review Decision (see section IV of this document). The EPA has also published two Pesticide Registration Notices (PRNs) which address pest resistance management. PRN 2017-1⁷ promotes mechanism of action labeling by pesticide registrants. PRN 2017-2⁸ provides specific guidance for managing herbicide resistance, including labeling, education, training, and stewardship strategies for pesticide manufacturers, producers, formulators, states, grower groups, growers, and other interested stakeholders.

Comments from Mass Mail Campaigns:

The EPA received comments from nine mass mail campaigns. Two mass mail campaigns were organized by Bayer Crop Science and an unidentified organization and included comments from farmers, agricultural professionals, and general consumers urging the EPA to keep glyphosate accessible. Seven mass mail campaigns came from the following environmental non-governmental organizations: Friends of the Earth, Center for Food Safety, Environmental Action, Pesticide Action Network, Organics Consumer Association, Center for Biological Diversity, and an unidentified organization. These seven campaigns urged the EPA to restrict glyphosate, protect the monarch butterfly, and/or reconsider its cancer conclusion.

The EPA Response: The agency has conducted comprehensive human health and ecological risk assessments for glyphosate and has not received any information from public comments that would warrant revising the conclusions of its risk assessments. The EPA did not identify any risks of concern for humans from exposure to glyphosate. In addition, the agency determined glyphosate is not likely to be carcinogenic to humans. The EPA has identified risks primarily from spray drift for non-target organisms. The agency has weighed the risks and benefits of glyphosate use as part of its proposed interim registration review decision. In general, the benefits that glyphosate confers to growers outweighs the geographically limited risks to non-target organisms. It is important to balance the needs of weed management with protections for non-target organisms and the agency is proposing risk mitigation measures to manage off-target spray drift and promote weed resistance management. Further information on the EPA's proposed interim decision and the agency's rationale is described in Section IV of this document.

Comments from USDA's Office of Pest Management Policy:

In its comments to the glyphosate registration review docket, USDA submitted information on the benefits of glyphosate, and furnished information on the non-agricultural uses of glyphosate, particularly in non-food tree crops, aquatic areas, and pasture/natural lands.

The EPA Response: The agency thanks USDA for its comments and especially appreciates the information on use of glyphosate in non-agricultural areas, as that information is not readily

⁷ *Guidance for Pesticide Registrants on Pesticide Resistance Management Labeling.* <https://www.epa.gov/pesticide-registration/2017-1-guidance-pesticide-registrants-pesticide-resistance-management>

⁸ *Guidance for Herbicide-Resistance Management, Labeling, Education, Training, and Stewardship.* <https://www.epa.gov/pesticide-registration/prn-2017-2-guidance-herbicide-resistance-management-labeling-education-training-and-stewardship>

available. The benefits and information on application rate, timing, and typical practices for non-agricultural uses have been considered as part of this Proposed Interim Registration Review Decision.

II. USE AND USAGE

Glyphosate is a broad-spectrum, systemic glycine herbicide which inhibits the enzyme enolpyruvyl shikimate-3-phosphate (EPSP) synthase in plants and inhibits aromatic amino acid synthesis. It is the only herbicide in the Weed Science Society of America's (WSSA) group 9 class and it has a unique mode of action. Glyphosate is formulated as ready-to-use solution, water-dispersible granules, soluble concentrate, emulsifiable concentrate, flowable concentrate, water soluble packaging, pressurized liquid, pellets/tablets, and tree injection shells. It can be applied as a pre-emergent, post-emergent, or as a pre-harvest application to the crop to treat a variety of emerged grass and broadleaf weeds. In a few crops (ex. sugarcane), glyphosate is used as a plant growth regulator.

Glyphosate is registered for use in a wide array of both agricultural and non-agricultural settings. Agricultural uses include stone and pome fruits, citrus fruits, berries, nuts, vegetables, legumes, cereal grains, and other field crops. Glyphosate is also registered for use on glyphosate-resistant (transgenic) crops such as corn, soybean, cotton, canola, sugar beets, and alfalfa. Registered non-agricultural uses include: tree injections, residential spot treatments, aquatic areas, forests, rights of ways, recreational turf, ornamentals, non-food tree crops, and Conservation Reserve Program land.

Application methods vary for glyphosate and include aircraft, various ground equipment, and various handheld equipment. Application types include: aerial spray, ground boom spray, strip treatment, band treatment, broadcast spray, spot treatment, tree injection, stump treatment, and wipe-on/wiper treatments. The maximum single application rate on labels is up to 8 pounds acid equivalent per acre (lb ae/A) (acid equivalents or ae are used to assess the different acid and salt forms of glyphosate) for the following uses: pastures, non-food tree crops, forestry, aquatic areas, and non-crop. However, for agricultural row crop uses, maximum single application rates are 1.55 lb ae/A for aerial applications and 3.75 lb ae/A for ground applications. Maximum annual application rates are generally 6 to 8 lbs ae/A.

The EPA completed a new usage analysis for glyphosate by analyzing agricultural market research data from 2012 to 2016. Approximately 281 million pounds of glyphosate was applied to 298 million acres annually in agricultural settings. Most glyphosate was applied to soybean (approximately 117.4 million lbs applied annually), corn (approximately 94.9 million lbs applied annually), and cotton (approximately 20 million lbs applied annually). Many citrus fruits (*e.g.*, grapefruit, oranges, lemons), field crops (*e.g.*, soybean, corn, cotton), and tree nuts (*e.g.*, almonds, walnuts, pistachios) have the highest percentage of their acres treated with glyphosate.

Approximately 24 million pounds of glyphosate are applied to non-agricultural sites annually, on average. The majority of non-agricultural use is for the homeowner market (approximately 5 million lbs applied annually), turf (approximately 4.9 million lbs applied annually), forestry

(approximately 3.6 million lbs applied annually), and roadways (approximately 3.3 million lbs applied annually).

III. SCIENTIFIC ASSESSMENTS

A. Human Health Risks

A summary of the agency's human health risk assessment is presented below. The agency used the most current science policies and risk assessment methodologies to prepare a risk assessment in support of the registration review of glyphosate. For additional details on the human health assessment for glyphosate, see the *Glyphosate Draft Human Health Risk Assessment for Registration Review*, which is available in the public docket.

1. Risk Summary

The EPA thoroughly assessed risks to humans from exposure to glyphosate from all uses and all routes of exposure and did not identify any risks of concern. Both non-cancer and cancer effects were evaluated for glyphosate and its metabolites, aminomethyl phosphonic acid (AMPA) and N-acetyl-glyphosate. The different components of the EPA's human health risk assessment are described below.

Cancer Assessment

The EPA convened a FIFRA SAP meeting in December 2016 to consult on the carcinogenic potential of glyphosate. Recommendations from the Scientific Advisory Panel meeting were published in March 2017. The EPA revised its cancer assessment based on comments received from the SAP and responded to the SAP in the *Response to the Final Report of the Federal Insecticide, Fungicide, and Rodenticide Act Scientific Advisory Panel (FIFRA SAP) on the Evaluation of the Human Carcinogenic Potential of Glyphosate*. The EPA's final cancer conclusion and its rationale for reaching this conclusion is described in the *Revised Glyphosate Issue Paper: Evaluation of Carcinogenic Potential*. The EPA's final cancer assessment includes the newly published analysis of glyphosate use and cancer incidence in the Agricultural Health Study (AHS). The AHS study is a long-term epidemiological study of over 54 thousand pesticide applicators to investigate the association between pesticide exposures and incidence of various types of cancer and non-cancer outcomes. The EPA's review of the AHS study is described in the *Summary Review of Recent Analysis of Glyphosate Use and Cancer Incidence in the Agricultural Health Study*. The agency has determined that glyphosate is not likely to be carcinogenic to humans and therefore a quantitative cancer assessment was not conducted.

All documents relating to the cancer evaluation for glyphosate are published in the public registration review docket for glyphosate (EPA-HQ-OPP-2009-0361). The deliberations of the glyphosate FIFRA SAP meeting, including agenda, meeting notes, SAP recommendations, the EPA's presentation to the FIFRA SAP, and other supporting documents are published in the glyphosate FIFRA SAP docket (EPA-HQ-OPP-2016-0385) at www.regulations.gov.

The Agency has received a September 27, 2018 petition from the Environmental Working Group, Ben & Jerry's Homemade, Inc., Happy Family Organics, MegaFood, MOM's Organic Market, National Co-op Grocers, Nature's Path Foods Inc., One Degree Organic Foods USA, Inc., and Stonyfield Farms, Inc. requesting that the agency reduce the tolerance of the pesticide glyphosate in or on oats and modify labels to explicitly prohibit preharvest use on oats. The agency is still reviewing this petition and has issued a Federal Register Notice of Filing for public comment in docket EPA-HQ-OPP-2019-0066. The petition references EPA's cancer evaluation and includes the following arguments:

- 1) EPA's tolerance for oats is not adequately protective of children, due to the widespread use of glyphosate and a lack of glyphosate residue monitoring data. The petitioners submit results of residue testing from the EWG of glyphosate levels in various granola, instant oat, breakfast cereal, and snack commodities as evidence of this assertion.
- 2) Glyphosate is a possible carcinogen according to the International Agency for Research on Cancer (IARC), who classified glyphosate as "probably carcinogenic to humans" in 2015.
- 3) Human studies demonstrate a likely link between glyphosate exposure and non-Hodgkin lymphoma.
- 4) Animal models, when viewed in total, suggest glyphosate is a rodent carcinogen.
- 5) Analyses of glyphosate animal studies by the European Food Safety Authority and the European Chemicals Agency were flawed, and the incidence of tumors is higher than reported.
- 6) Petitioners point to comments sent from the Office of Research and Development, which were sent to the Office of Pesticide Programs (OPP) while the agency's cancer evaluation was being drafted in 2015, as a line of evidence, contending that OPP should have been more circumspect about rejecting IARC's cancer conclusion.
- 7) EWG calculated its own cancer risk level and proposed that the level protective of children's health is 0.01 milligrams of glyphosate per day. The petitioners contend that EPA's dietary risk assessment is not adequately protective of children.

Since this petition was submitted outside of the public comment period for the human health and ecological risk assessments, which closed on April 30, 2018, EPA has not considered it as a public comment in the preparation this Proposed Interim Registration Review Decision. EPA will respond to this petition concurrent with the development of its Interim Registration Review Decision for glyphosate. The risk findings described herein reflect the conclusions of EPA's December 12, 2017 human health risk assessment.

Dietary (Food + Water) Risks

An acute dietary assessment was not completed because an acute reference dose could not be established due to the absence of observable adverse effects seen in acute studies. A cancer dietary assessment was not conducted because glyphosate is classified as not likely to be carcinogenic to humans.

Long-term toxicity studies in mice, rats, and dogs demonstrate that glyphosate is of very low toxicity following repeated oral exposure. Rabbits were the most sensitive species tested and the endpoint chosen for chronic dietary assessment was based on diarrhea and few/no feces. A

conservative chronic dietary risk assessment was conducted assuming tolerance-level residues, modeled drinking water estimates from direct application to water scenarios, 100% crop treated assumptions, and default modeling parameters. The resulting chronic dietary risk estimates were not of concern. Children 1-2 years old were the most highly exposed population subgroup (chronic population adjusted dose [cPAD] = 23%, where a cPAD above 100% exceeds the agency's level of concern).

Breast Milk Analysis

In response to concerns from certain segments of the public related to the potential presence of glyphosate in human breast milk, the EPA analyzed human breast milk samples collected by the National Children's Study for residues of glyphosate and glyphosate metabolites (N-acetyl-glyphosate and AMPA). A total of 39 samples from 39 mothers were analyzed. Glyphosate and its metabolites were not detected in human breast milk samples. For additional details on the EPA's breast milk analysis and methodology, please view the following documents in the glyphosate registration review docket:

- *Analysis of Human Milk for Incurred Residues of Glyphosate and its Metabolites. ACB Project #B14-46—Updated from Report Dated September 18, 2015 (dated April 26, 2016)*
- *Analytical Method for the Determination of N-Acetyl-glyphosate and Other Analytes in Various Animal Matrices Using LC/MS/MS (undated)*

The results of the EPA's breast milk analysis is consistent with the scientific literature for glyphosate, which indicates that glyphosate does not bioaccumulate in the human body.

Residential Handler Risks

The EPA considered the potential for short-term dermal and inhalation exposures to homeowners who mix and apply products containing glyphosate (residential handlers). A quantitative residential handler assessment was not completed due to lack of toxicity from short- and intermediate-term dermal and inhalation routes of exposure. Residential handler risks are not anticipated from currently registered uses of glyphosate.

Residential Post-Application Risks

Post-application dermal and inhalation assessments were not quantitatively assessed due to lack of toxicity. However, a short- and intermediate-term post-application incidental oral exposure assessment was conducted to assess potential risk from two scenarios: 1) for hand-to-mouth behavior on treated lawns and 2) for swimmers via short-term post-application incidental oral exposure to glyphosate from the aquatic use. Post-application incidental oral risk estimates for the turf use were not of concern, with Margins of Exposure (MOEs) ranging from 640 to 290,000, where MOEs below 100 are of concern. Post-application swimmer risk estimates for the aquatic use were not of concern (MOEs range from 210,000 to 2,200,000, where MOEs below 100 are of concern). Therefore, residential post-application risks are not anticipated from currently registered uses of glyphosate.

Non-Occupational Bystander Spray Drift Risks

The EPA assessed the potential for risk to non-occupational bystanders from off-target movement of glyphosate via spray drift, to protect from indirect exposure (e.g., children playing on lawns where residues have deposited next to treated fields). Since glyphosate is registered for use on turf, it was considered whether the existing turf post-application assessment was protective of bystander exposure via spray drift. If the maximum application rate on crops adjusted by the amount of drift expected is less than or equal to existing turf application rates, the existing turf assessment is considered protective of spray drift exposure. The currently registered maximum single agricultural application rate for glyphosate is 8 lbs ae/A (for use on pastures, forestry, non-food tree crops, etc.). The highest fraction of spray drift for any application method immediately adjacent to a treated field results in a deposition fraction of 0.26 of the application rate (from AgDrift modeling). The maximum application rate adjusted by the 0.26 adjustment factor for drift ($8 \text{ lb ae/A} \times 0.26 \text{ lb ae/A} = 2.08 \text{ lb ae/A}$) is less than the assessed maximum direct spray residential turf application rate (10.5 lb ae/A). Therefore, the turf post-application assessment is protective for any potential bystander spray drift exposure, and a quantitative spray drift assessment for glyphosate was not required. Therefore, non-occupational bystander spray drift risks are not of concern for glyphosate.

Aggregate Risks

Aggregate risk assessment considers exposure from food, drinking water, and residential exposures combined. The EPA conducted short-term (food, water, residential) and chronic (food and water) aggregate risk assessments. Acute and cancer aggregate risk assessments were not conducted since an appropriate endpoint attributable to a single dose was not identified for the general U.S. population or any population subgroup and glyphosate is classified as not likely to be carcinogenic to humans, respectively. An intermediate-term assessment was not conducted since the short-term assessment is protective of intermediate-term exposure (the endpoints for these durations are identical). Short-term aggregate risks were not of concern (MOE for children = 260, MOE for adults = 1,300, where MOEs below 100 are of concern). The MOE for children represents exposure from chronic dietary (food and water) and incidental oral ingestion exposure from turf use, which was the highest exposure scenario. The MOE for adults represents chronic dietary exposure (food and water) and incidental oral ingestion exposure resulting from aquatic use, the highest exposure scenario.

Chronic aggregate risks were also not of concern. Chronic aggregate exposure is from dietary (food and water) exposure only, based on the use pattern, and are the same as the chronic dietary risk estimates ($\leq 23\%$ cPAD, see dietary section).

Cumulative Risks

The EPA has not made a common mechanism of toxicity to humans finding as to glyphosate and any other substance and it does not appear to produce a toxic metabolite produced by other substances. Therefore, the EPA did not assess cumulative risks for this assessment.

Occupational Risks

A quantitative occupational exposure assessment was not conducted due to lack of toxicity via the occupational handler and post-application dermal and inhalation routes of exposure. Therefore, occupational risks from currently registered uses of glyphosate are not of concern.

The current restricted entry interval (REI) on the labels is 12 hours or 4 hours, depending on the glyphosate formulation. The current human health risk assessment supports a 4 hour REI for glyphosate the active ingredient, but the different glyphosate formulations were not assessed. According to *PRN 95-3: Reduction of Worker Protection Standard (WPS) Interim Restricted Entry Intervals (REIs) for Certain Low Risk Pesticides*, certain glyphosate formulations may qualify for a reduced 4 hour REI. Glyphosate registrants may use the existing label amendment process to request a reduction in the existing 12 hour REI to a 4 hour REI on the label, on a formulation by formulation basis.

2. Human Incidents and Epidemiological Analysis

The EPA conducted an extended incident search for glyphosate human health incidents in February 2014. Five pesticide incident data sources were reviewed: Office of Pesticide Programs Incident Data System (IDS; 2008-2012), National Pesticide Information Center (NPIC; 2007-2013), California's Pesticide Incident Surveillance Program (PISP; 2005-2010), National Institute of Occupational Safety and Health's Sentinel Event Notification System for Occupational Risks (NIOSH/SENSOR; 1998-2009), and the American Association of Poison Control Centers (AAPCC; 2001-2012). Thousands of glyphosate incidents were reported but most reported incidents were minor in severity. The high number of reported incidents across the databases is likely a result of glyphosate being among the most widely used pesticides by volume. Health effects reported in the incident databases include dermal, ocular, and respiratory symptoms and effects are generally mild and resolve rapidly. Data from IDS and NPIC suggest that homeowner mixing/loading/applying (usually due to human error and container leaks of glyphosate products) are responsible for almost half of reported incidents. Data from SENSOR-Pesticides are consistent with IDS and NPIC and show that glyphosate application results in the most reported incidents. Occupational handling of equipment is responsible for most incidents in California's PISP database due to equipment leaks and malfunction. Across SENSOR, IDS, and NPIC, children's exposure was due to post-application exposure, accidental ingestion, and tampering with the product.

The medical-case literature was reviewed, and most accidental ingestion of glyphosate formulations result in mild symptoms. Intentional ingestions caused moderate to severe symptoms and involved multiple organ systems.

The epidemiological literature was also reviewed but most studies were hypothesis-generating in nature. The EPA found there was insufficient evidence to conclude that glyphosate plays a role in any human diseases. The agency will continue to monitor the incident information. Additional analyses will be conducted if ongoing human incident monitoring indicates a concern.

An updated incident search was conducted in the IDS on October 26, 2018 for new human health incidents. From January 1, 2014 to October 25, 2018, 249 incidents were reported in the Main IDS involving glyphosate. Of these, there were 3 deaths, 24 incidents were classified as major

severity, 216 incidents were classified as moderate severity, 5 incidents were classified as minor severity, and 1 incident had no or unknown effects. Of the three reported deaths, two were suicides and one was described as a “Roundup overdose.” From January 1, 2014 to October 25, 2018, 3,123 incidents were reported to Aggregate IDS involving glyphosate; most were classified as minor severity and the rest had no effects or unknown effects.

For more information on reported human incidents, see the *Glyphosate: Tier II Incident Report*, available in the in the public docket for glyphosate.

3. Tolerances

Tolerances are established for residues of glyphosate in/on numerous plant commodities in 40 CFR § 180.364. Glyphosate tolerances range from 0.2 to 400 ppm. The EPA evaluated the glyphosate residue chemistry database to determine if the established tolerances conform to current practices and to determine whether updates were necessary for current crop group/subgroup definitions. The EPA intends to establish new tolerances for various vegetable and fruit groups and subgroups, as listed in Table 1. Upon establishment of these new crop group tolerances, EPA intends to remove the following individual tolerances, since they will no longer be needed: acerola; aloe vera; ambarella; asparagus; atemoya; avocado; bamboo, shoots; banana; biriba; breadfruit; cactus, fruit; cactus, pads; canistel; cherimoya; custard apple; date, dried fruit; durian; feijoa; fig; fruit, stone, group 12; guava; ilama; imbe; imbu; jaboticaba; jackfruit; longan; lychee; mamey apple; mango; mangosteen; marmaladebox; noni; nut, tree, group 14; olive; palm heart; papaya; papaya, mountain; passionfruit; pawpaw; persimmon; pineapple; pistachio; pomegranate; pulasan; rambutan; rose apple; sapodilla; sapote, black; sapote, mamey; sapote, white; soursop; Spanish lime; star apple; starfruit; sugar apple; Surinam cherry; tamarind; vegetable, leafy, brassica, group 5; vegetable, leafy, except brassica, group 4; watercress, upland; and wax jambu.

Current		Proposed Change		Comment
Commodity	Tolerance (ppm)	Commodity	Tolerance (ppm)	
Soybean, forage	100.0	Soybean, forage	100	change in number of significant figures
Soybean, hay	200.0	Soybean, hay	200	
Soybean, hulls	120.0	Soybean, hulls	120	
Soybean, seed	20.0	Soybean, seed	20	
Fruit, stone, group 12	0.2	Fruit, stone, group 12-12	0.2	update to the current crop group definitions; coconut was excluded from the tree nut crop group tolerances as the residues were not within 5x (coconut tolerance at 0.1 ppm)
Nut, tree, group 14	1.0	Nut, tree, group 14-12 (except coconut)	1.0	
Vegetable, leafy, except brassica, group 4	0.2	Vegetable, leafy, group 4-16	0.2	update to the current crop group definitions
Vegetable, leafy, brassica, group 5	0.2	Vegetable, <i>Brassica</i> , head and stem, group 5-16	0.2	

Current		Proposed Change		Comment
Commodity	Tolerance (ppm)	Commodity	Tolerance (ppm)	
Several	0.2-0.5--	Vegetable, stalk and stem, subgroup 22A	0.5	
	0.2	Vegetable, leaf petiole, subgroup 22B	0.2	
	0.2	Fruit, tropical and subtropical, edible peel, group 23	0.2	
	0.2	Fruit, tropical and subtropical, small fruit, inedible peel, group 24A	0.2	
	0.2	Fruit, tropical and subtropical, medium to large fruit, smooth, inedible peel, group 24B	0.2	
	0.2	Fruit, tropical and subtropical, large fruit, rough or hairy, inedible peel, group 24C	0.2	
	0.2	Fruit, tropical and subtropical, vine, inedible peel, group 24E	0.2	

In accordance with FFDCA, the Agency will be conducting rulemaking to implement any tolerance changes identified for glyphosate.

4. Human Health Data Needs

No human health data needs have been identified for glyphosate. The human health data required as part of the registration review DCI has been satisfied.

B. Ecological Risks

A summary of the agency's ecological risk assessment is presented below. The agency used the most current science policies and risk assessment methodologies to prepare a risk assessment in support of the registration review of glyphosate. For additional details on the ecological assessment for glyphosate, see the *Registration Review—Preliminary Ecological Risk Assessment for Glyphosate and Its Salts*, which is available in the public docket.

The EPA is currently working with its federal partners and other stakeholders to implement an interim approach for assessing potential risk to listed species and their designated critical habitats. Once the scientific methods necessary to complete risk assessments for listed species and their designated critical habitats are finalized, the agency will complete its endangered species assessment for glyphosate. See Appendix D for more details. As such, potential risks for non-listed species only are described below. See section III.C of this document for additional risk characterization.

1. Risk Summary

Terrestrial Risks

To assess risk to mammals, birds, terrestrial invertebrates, and terrestrial plants, the EPA reviewed both registrant-submitted studies and studies from the open literature. When available, formulation-specific data were also considered in addition to data on glyphosate alone.

Mammals

Acute risks to mammals are expected to be low for technical grade glyphosate. Acute risk quotients (RQs) were not calculated for mammals because the lethal dose sufficient to kill 50% of a population (LD₅₀) is greater than the highest concentrations tested (up to 4,800 milligrams acid equivalent per kilogram of bodyweight [mg ae/kg-bw]) in the available acute oral toxicity study. Estimated Environmental Concentrations (EEC)s for all uses except spot treatment are below the highest concentration tested in the available acute oral and acute dietary studies. However, the application rate for spot treatments is adjusted to a per acre basis and conservatively assumes that the entire area is treated at that high rate.

In addition to toxicity studies with technical grade glyphosate, acute dose-based toxicity studies were available for various formulations. RQs exceeded the level of concern (LOC) of 0.5 for one formulation (11.4% glyphosate; acute RQs \leq 2.1) for labeled use on broadcast brush at a rate of 7.2 lb ae/A. Data for most formulations showed LD₅₀ values greater than the highest dose tested.

Chronic dietary-based RQs for technical grade glyphosate did not exceed the LOC for any use patterns, except spot treatment (RQs \leq 1.92, where the LOC=1). However, chronic dose-based RQs did exceed the LOC for the following scenarios:

- i. application to sugarcane at rates of 2.25 lb ae/A and above (RQ=1.02),
- ii. application to most conventional crops by ground at rates of 3.75 lb ae/A and above (RQ \leq 1.21),
- iii. application to Roundup-ready crops at the maximum annual rate of 6 lb ae/A (RQs \leq 1.11),
- iv. application to tree crops at a rate of 8 lb ae/A (RQs \leq 1.03),
- v. application to food trees and vine, berry, and small fruits at the maximum annual rate of 8 lb ae/A (RQs \leq 1.60),
- vi. application to forestry, pastures, non-crops areas at a rate of 8 lb ae/A (RQs \leq 2.04),
- vii. application as spot treatments assuming a rate of 40 lb ae/A (RQs \leq 10.2).

Most chronic dose-based risk exceedances are slightly above the LOC, except for residential spot treatments. The application rate for spot treatment conservatively assumes that the entire acre is treated at a high rate of 40 lb ae/A. Potential risk to mammals from spot treatment use should be limited to residential areas and limited in area.

Birds, Reptiles, and Terrestrial-Phase Amphibians

Potential acute risks to birds from exposure to technical grade glyphosate are likely to be nearer to the level of concern at application rates lower than 8 lb ae/A. There were no mortalities in any of the acute oral or acute dietary avian studies with technical glyphosate (LD₅₀ values $>$ 3,196.3 mg ae/kg-bw and $>$ 4,971 mg ae/kg-diet, respectively). Since definitive LD or LC₅₀ values were not determined, RQs were not calculated. EECs for all uses except spot treatment are below the highest concentration tested in the available acute oral and acute dietary studies. However, the application rate for spot treatments is adjusted to a per acre basis and conservatively assumes that the entire area is treated at that high rate.

Regarding the acute toxicity of glyphosate formulations, RQs exceeded the LOC of 0.5 for one formulation (68.5% glyphosate monoammonium salt; acute RQs ≤ 1.26 , based on an LD₅₀ value of 1,131 mg ae/kg-bw for bobwhite quail). Acute avian studies were available for the degradate AMPA and data show it is no more toxic than the parent glyphosate.

Chronic avian RQs were not calculated because the most sensitive endpoint in the avian reproduction study resulted in a non-definitive NOAEC. However, EECs for multiple uses are greater than the lowest concentration tested in the mallard study where effects on body weight were observed (NOAEC <501 mg ae/kg; MRID 48876602). To further characterize the potential for chronic risk from exposure to glyphosate, RQs were calculated using the non-definitive NOAEC from the avian reproduction study with the bobwhite quail where no effects were observed at the highest concentration tested, 830 mg ae/kg-diet. The following scenarios exceed the LOC of 1:

- i. application to most conventional crops at the maximum single aerial rate (1.55 lb ae/A), the maximum single ground rate (3.75 lb ae/A), or above,
- ii. application to Roundup ready crops by ground at the maximum single rate of 3.75 lb ae/A or above,
- iii. application to sugarcane at rates of 2.25 lb ae/A or above,
- iv. application to tree crops at rates of 8 lb ae/A,
- v. application to food trees and vine, berry, and small fruits at 8 lb ae/A, and
- vi. application to forestry, pasture, and non-crop areas at a rate of 8 lb ae/A.

RQs for the scenarios above were marginal (RQs ranged from approximately 1 to ≤ 2.5). Given that there were no reported effects up to the highest concentration tested in the bobwhite quail avian reproduction study, these RQs may be conservative for most uses, but to a lesser extent for use on forests, pastures, and non-crop areas. Application as spot treatment at a rate of 40 lb ae/A resulted in higher risk exceedances, but this scenario was conservatively assessed (RQ ≤ 11.6). Evidence from multiple studies suggest that exposure to glyphosate may result in decreases in body weight, but reproductive parameters such as number of eggs laid, embryo viability, and eggshell thickness may not be impacted.

Terrestrial Invertebrates (honeybees)

Potential risk to terrestrial invertebrates is uncertain, as acute contact and oral honeybee LD₅₀ values are greater than the highest doses tested (103 μg ai/bee for contact, 182 μg ai/bee for oral exposure). Application rates higher than 5.7 lb ae/A exceed the highest tested oral concentrations. Risks to individual bees at application rates lower than 5.7 lb ae/A are expected to be low, but risks are uncertain at rates above 5.7 lb ae/A.

In a colony-level study, no adverse effects were reported based on exposure to residues from an application at a rate of 1.92 lb ae/A.

Data are available for other types of terrestrial invertebrates (predatory mites, earthworms, parasitic wasps) where no effects are reported up to the highest dose tested. The most sensitive endpoint was for predatory mite, and data suggest possible effects up to 69 ft from the edge of

the field for an application rate at 8 lb ae/A, and 16 ft from the edge of the field for an application rate at 3.75 lb ae/A.

Additional data may be necessary to fully evaluate risks to non-target terrestrial invertebrates, especially pollinators. Although the EPA identified the need for certain data to evaluate potential effects on pollinators when initially scoping the registration review for glyphosate, the problem formulation and registration review DCI for glyphosate, were both issued prior to the EPA's issuance of the June 2014 *Guidance for Assessing Pesticide Risks to Bees*⁹. This 2014 guidance lists additional pollinator studies that were not included in the glyphosate registration review DCI. Therefore, the EPA is currently determining whether additional pollinator data are needed for glyphosate. If the agency determines that additional pollinator exposure and effects data are necessary to help make a final registration review decision for glyphosate, then the EPA will issue a DCI to obtain these data. The pollinator studies that could be required for glyphosate are listed in Table 2 below.

Table 2. Potential Pollinator Data Requirements for Glyphosate

Guideline #	Study
Tier 1	
850.3020	Acute contact toxicity study with adult honey bees
850.3030	Honey bee toxicity of residues on foliage
Non-Guideline (OECD 213)	Honey bee adult acute oral toxicity
Non-Guideline (OECD 237)	Honey bee larvae acute oral toxicity
Non-Guideline	Honey bee adult chronic oral toxicity
Non-Guideline	Honey bee larvae chronic oral toxicity
Tier 2 [†]	
Non-Guideline	Field trial of residues in pollen and nectar
Non-Guideline (OECD 75)	Semi-field testing for pollinators
Tier 3 [†]	
850.3040	Full-Field testing for pollinators

[†] The need for higher tier tests for pollinators will be determined based upon the results of lower tiered tests and/or other lines of evidence and the need for a refined pollinator risk assessment.

Terrestrial Plants

Exposure to glyphosate may impact non-target terrestrial plants. Risks from runoff due to glyphosate applications are anticipated to be low. Runoff estimated environmental concentrations were lower than the no observable adverse effect level for plants (based on seedling emergence data).

Potential risks to terrestrial plants are primarily from spray drift. Based on vegetative vigor data, dicots are generally more sensitive to glyphosate than monocots. The most sensitive species tested was cucumber, based on vegetative vigor data for a glyphosate formulation where phytotoxicity was observed (leaf discoloration). A spray drift analysis was completed for both ground and aerial application of glyphosate at various application rates up to 8 lb ae/A, assuming

⁹ http://www2.epa.gov/sites/production/files/2014-06/documents/pollinator_risk_assessment_guidance_06_19_14.pdf

default droplet size parameters. Fine to medium droplets were assessed for aerial application and very fine to fine droplets were assessed for ground application (based on the American Society of Agricultural and Biological Engineers' [ASABE] droplet size classification standard). Results for the most sensitive species tested, cucumber, are presented in Table 3.

Given its importance as a critical food resource for the monarch butterfly, the agency also completed a spray drift analysis for common milkweed. Reported toxicity endpoints in the literature for common milkweed are similar to the vegetative vigor endpoints for cucumber, the most sensitive species tested (IC₂₅ for cucumber is 0.074 lb ae/A; IC₂₅ for common milkweed is 0.126 lb ae/A). Distances from the edge of the field to be below toxicity threshold (i.e., buffer distances) for both cucumber and milkweed are listed in Table 3.

Table 3. Results of spray drift assessment for terrestrial plants for both aerial and ground application of glyphosate at various application rates

Application rate (lb ae/A), assuming 1 application at each rate	Distance from the edge of the field to be below toxicity threshold for most sensitive species tested (cucumber)	Distance from the edge of the field to be below toxicity threshold for the common milkweed	Spray method
1.55	190	118	Aerial (fine to medium droplets)
2.25	282	171	
3.75	466	279	
8	>1,000	620	
1.55	52	33	Ground (very fine to fine droplets)
2.25	79	46	
3.75	128	75	
8	253	157	

Ground applications result in less spray drift than aerial applications in general. For the most sensitive species, cucumber, applications at 8 lb ae/A result in buffer distances of 253 ft for ground application and over 1,000 ft for aerial application. Applications at rates of 3.75 lb ae/A result in much lower buffer distances (128 ft for ground application and 466 ft for aerial application).

Aquatic Risks

To assess potential risk to aquatic organisms, the EPA reviewed both registrant-submitted studies and open literature studies. The EPA also assessed risk from exposure to technical grade glyphosate and for formulated glyphosate, including formulations containing polyoxyethylene tallow amine (POEA). While POEA is not used in glyphosate formulations labeled for aquatic use sites, terrestrial formulations may still contain POEA and may contribute to exposure via runoff. Risk from runoff and spray drift were assessed. Exposure from both terrestrial and aquatic applications were considered.

Data on the degradate aminomethylphosphonic acid (AMPA) were available for fish and aquatic invertebrates and were reviewed as part of the aquatic assessment. Based on existing data,

AMPA appears to be less acutely toxic to aquatic organisms than the parent glyphosate and the existing aquatic assessment is considered protective for exposure to AMPA.

Fish, Aquatic Invertebrates, and Aquatic-Phase Amphibians

Risks to fish, aquatic invertebrates, and aquatic-phase amphibians did not exceed the LOC for exposure to glyphosate alone (acute RQs < 0.01, where the acute LOC = 0.5; chronic RQs ≤ 0.12, where the chronic LOC = 1). Risks are also likely to be low for exposure to formulations containing POEA (acute RQs ≤ 0.07). Formulations that do not contain POEA similarly did not show risks of concern (acute RQs < 0.01).

Aquatic Vascular and Non-Vascular Plants

Risks to aquatic plants did not exceed the level of concern for exposure to glyphosate alone (acute RQs ≤ 0.17, where the LOC=1). Risks are likely to be low for exposure to formulations containing POEA via terrestrial applications (acute RQs ≤ 0.68). Risks exceed the level of concern for exposure to formulations without POEA for applications to aquatic environments (acute RQs ≤ 2.6). This is not surprising, given that some glyphosate formulations are tailored to treat aquatic weeds.

Evaluation of risk to terrestrial plants from exposure to spray drift via glyphosate formulations is described in the terrestrial plant section, and the calculated distances off-field to be below toxicity threshold would apply to emergent aquatic vegetation as well as terrestrial plants. For emergent aquatic vascular plants, there is potential for risk from exposure to spray drift from terrestrial uses (distance from the edge of the field to below toxicity threshold is over 1,000 ft, for application rates at 8 lb ae/A, see table 2).

2. Ecological Incidents

A review of the Ecological Incident Information System (EIIS) and the Avian Monitoring Information System (AIMS) was conducted on February 21, 2014. A search of the Office of Pesticide Incident Data system (IDS) for aggregated incidents (i.e., registrant-reported incidents) was conducted on February 27, 2014. Incidents in EIIS are classified as “possible,” “probable,” and “highly probable.” Incidents in AIMS are classified as “possible,” “probable,” “likely,” “highly likely,” and “certain.” The majority of the glyphosate incidents are for terrestrial plants, fewer incidents were reported for terrestrial and aquatic wildlife.

Terrestrial plant incidents

Plant incidents for glyphosate and its various salt forms involved either direct treatment or spray drift and resulted in either plant damage or mortality. Approximately 602 individual plant incidents were reported, and 724 aggregate incidents were reported. Reports were classified from “possible” to “highly probable.” Most plant incidents involved spray drift onto adjacent agricultural crops and grass. There were a few incidents of trees being damaged or killed. There was one incident which involved use on a right-of-way that was classified as highly probable.

Terrestrial wildlife incidents

Five wildlife incidents were reported for glyphosate for uses on rangeland/pasture, home/lawn, and a tree farm. One consisted of accidental misuse on corn where an unknown bird was reported as dead. Two incidents classified as “possible” involved mortality to three birds from drift and mortality to several dogs from runoff. No additional details were provided for the dog mortalities. For the bird mortalities, other chemicals were applied at the same time, including atrazine, s-metolachlor, and permethrin. One incident involved honeybees and was classified as “possible” where it was reported that an herbicide containing sulfometuron methyl and glyphosate was applied near flowering areas and twitching or dead bees were observed near three hives. One “probable” incident reported incapacitation of two iguanas following ingestion of dandelions sprayed with glyphosate. In the IDS aggregate database, there were 38 reports of wildlife incidents, but additional details were not available.

Aquatic incidents

One “possible” 2003 incident involved 10 dead goldfish, 2 incapacitated fish, and other fish observed “gaspings” at the water surface; investigators reported it was not possible to determine a reason for the fish kill due to lack of water measurements. Eleven fish incidents were reported from 1990 to 2003 with classifications ranging from “possible” to “highly probable.” One “highly probable” incident involved misuse where thousands of shad were killed. Four other incidents of misuse were also reported. Two fish kill incidents were reported where glyphosate was applied directly to the fish pond, in both cases investigations indicated that elevated ammonia and reduced dissolved oxygen may have been reason for the fish kill. One incident involved glyphosate being applied to the perimeter of a pond and fish kills were reported 2 months later; the report indicated that overstocking and improper dissolved oxygen may have killed the fish. In one incident, glyphosate was applied to 80 acres next to a fish pond, when it rained the next day, 700 fish were found dead, but no other details were provided.

Incident update

As of 2017, all ecological incidents are migrated and combined into IDS. An updated search for new ecological incidents since 2014 was conducted in IDS on November 26, 2018. There were 24 reported incidents of on-site crop damage from application of glyphosate in combination with other pesticides. Twelve incidents were on treated corn and were classified as “possible” to “probable”; the adverse effects observed in corn included crop injury, discoloration, or death. There were 12 incidents of crop damage on soybean, incident classifications ranged from “possible” to “probable” and adverse effects observed were browning/death or discoloration/bleaching.

There were 5 reported incidents of off-target spray drift damage. One “probable” incident in 2014 involved drift onto a nearby vineyard from a non-crop area application nearby and resulted in the withering and yellowing of grape leaves. Another “possible” incident in 2014 involved dead or dying bees on a sidewalk from application of glyphosate and pendimethalin in the area; no further details were provided. A “possible” incident in 2015 involved drift from a glyphosate ditch area application which resulted in death in 7 bee hives nearby a week later; the beekeeper reported loss of over 100,000 bees. Another “probable” incident in 2015 involved drift from a

field corn application which resulted in phytotoxicity in a garden nearby. A “possible” incident in 2017 involved drift damage to 20 acres of roses and 22 thousand potted roses; multiple herbicide applications were reported nearby by multiple growers.

3. Ecological and Environmental Fate Data Needs

The ecological effects data required as part of the glyphosate registration review DCI were received and found to be adequate for risk assessment. As noted in Table 1, pollinator data may still be needed. The agency will issue a DCI for pollinator data as part of a separate action if it determines that additional pollinator data are necessary to help make a final registration review decision for glyphosate.

C. Risk Characterization

Birds and Mammals

Potential risks were identified for mammals and birds feeding on foliar dietary items treated with glyphosate. There were marginal risk exceedances for applications at the maximum single aerial application rate of 1.55 lb ae/A, the maximum single ground application rate of 3.75 lb ae/A, application to sugarcane, and applications to tree crops, forests, pastures, and non-crop areas at 8 lb ae/A. Risks from these scenarios are likely limited to the treated field and areas near the treated field. Risk to mammals and birds were primarily for application as spot treatment. Spot treatments are limited to residential areas and limited to small areas, so risks from this use are likely spatially limited. In addition, the risk assessment assumes that birds and mammals will consume food items treated with glyphosate as 100% of their diet, this is unlikely to occur from spot treatment application.

According to USDA, use on non-food tree crops, forestry, pastures, and non-crop areas are also geographically limited.¹⁰ The high application rate of 8 lb ae/A intended for these uses are for small spot treatments in highly concentrated and localized areas for management of invasive weeds and for conservation purposes on non-agricultural lands. The application methods used for these sites are unlikely to drive drift, as application is usually by small mechanically-pressurized or handheld equipment. Exposure to birds and mammals under such conditions are likely to be localized and minimal.

Non-food tree crop applications are intended for private forestry management. According to USDA, glyphosate is applied in this setting as part of a tank mix for weed resistance management, and the rate used is no more than 4.5 or 5 lbs ae/A. Application for forestry management is usually made by helicopter equipped with drift control technologies, including micro-foil boom and raindrop nozzles which allow for precise applications. Glyphosate is also applied to conifer and hybrid cottonwood establishments in the Pacific Northwest, and recommended use rates for site preparation range from 1.5 to 3 lb ae/A.

¹⁰ See USDA’s comments on the glyphosate ecological risk assessment in the glyphosate registration review docket at: <https://www.regulations.gov/document?D=EPA-HQ-OPP-2009-0361-1618>

Glyphosate use in pastures is for renovation and habitat restoration efforts. According to USDA, glyphosate is applied at 2.25 lb ae/A for forage renovation (to convert common bermudagrass to hybrid bermudagrass) with 2 consecutive fall applications. In natural areas or utility rights of way, glyphosate rates may reach 4 lb ae/A. Application above 4 lb ae/A is usually applied by handgun for spot treatment of invasive weeds, such as cogon grass, and are not likely to drive risk concerns.

Since these uses are very localized and application to these use sites are either with lower application rates than assessed or done with application equipment that is unlikely to contribute to spray drift, risk to mammals and birds from these uses is expected to be lower than estimated.

Terrestrial and Aquatic Plants

Consistent with its mode of action as an herbicide, risk to non-target terrestrial and aquatic plants were primarily from spray drift and the resulting buffer distances were heavily dependent on the application rate used (Table 2). The maximum labeled single application rate for ground application to agricultural row crops is 3.75 lb ae/A; at this rate, the distance from the edge of the field to get below toxicity threshold is 128 ft. The maximum labeled single application rate for aerial application to agricultural row crops is 1.55 lb ae/A; at this rate, the distance from the edge of the field to get below toxicity threshold is 190 ft.

The EPA recently completed an updated analysis of glyphosate usage (see the *Glyphosate: Response to Comments, Usage, and Benefits* document), and data from 2012 to 2016 indicate that for many crops, the average single application rates used by growers are even lower than the application rates assessed by the EPA for ground and aerial row crop applications. Average single application rates used by growers vary from crop to crop but range from 0.67 lb ae/A for canola to 1.84 lb ae/A for table grapes. The majority of glyphosate is applied to corn (approximately 94.9 million lb ae applied annually) and soybean (approximately 113.9 million lb ae applied annually). The average single application rate used for corn is 0.95 lb ae/A and the average single application rate used for soybean is 0.97 lb ae/A. If average application rates are close to typical grower practices, spray drift risk to non-target terrestrial and aquatic plants from row crop applications is expected to be lower than estimated.

For detailed crop by crop usage and rate information, see the *Glyphosate: Response to Comments, Usage, and Benefits* document in the glyphosate docket at www.regulations.gov.

Aquatic Uses

USDA submitted additional information on aquatic applications of glyphosate (2018). Application of glyphosate in aquatic use sites at rates of 8 lb ae/A are for perennial grass control (ex., the invasive torpedograss in Florida). Application at the 8 lb ae/A rate occurs only once per site per year, and aerial applications in such instances are atypical. Perennial grasses like *Arundo* (giant reed) and *Phragmites* (common reed) can be controlled with lower rates and with one application per year. Programs to control giant salvinia (an invasive aquatic fern) in Louisiana involve multiple applications of glyphosate at 1-2 lb ae/A, up to the yearly maximum of 8 lb ae/A. As such, risk to non-target organisms from application to aquatic use sites would be geographically limited.

To view the information submitted from USDA on the non-agricultural uses described previously, please visit the glyphosate public docket at www.regulations.gov (EPA-HQ-OPP-2009-0361-1618).

D. Benefits Assessment

Glyphosate is the most commonly used agricultural herbicide in the United States, in terms of area treated. It is a broad-spectrum herbicide that controls broadleaf, sedge, and grass weeds with minimal residual toxicity to crops or non-target vegetation. Glyphosate is a unique herbicide as it is the only herbicide classified as a Group 9 herbicide by the Weed Science Society of America (WSSA). Glyphosate is a relatively inexpensive herbicide to apply in agricultural situations, with the cost of applications to most crops ranging \$1 to \$13 per acre.

Glyphosate is registered for use in agriculture, including horticulture, viticulture, and silviculture, as well as non-agricultural sites including commercial, industrial, and residential areas. Current glyphosate-resistant field crops include soybean, corn, cotton, canola, alfalfa, and sugar beet. Many of these crops, such as corn, cotton, soybean, and sugar beet, have exceptionally high percentages of their acreage treated with glyphosate (approximately 90 percent of acres treated in each crop). Genetically-engineered (transgenic) glyphosate-resistant (GR) varieties of these crops can be sprayed over-the-top with minimal or no crop phytotoxicity, and glyphosate may also be used as a pre-plant burndown in many of these crops. On average, 84 percent of glyphosate applied in agricultural settings, in terms of pounds, is applied to soybeans, corn, or cotton per year.

Glyphosate is also beneficial as part of weed control programs in orchards and specialty crops. Glyphosate use is prevalent in orchard and vineyards floor management and most acres of crops such as tree nuts, citrus, and grapes are treated with glyphosate. Glyphosate is the most diverse herbicide in orchard floor management because it may be used for under tree weed control, chemical wiping, chemical mowing, and spot treatment. Since glyphosate controls a broad spectrum of weeds and does not have residual soil activity, it can be used to control emerged weeds prior to planting high value crops such as fruits and vegetables, where growers sometimes have limited weed control options.

Glyphosate is also important for noxious and invasive weed control in aquatic systems, pastures/rangelands, public lands, forestry, and rights-of-ways. Invasive weeds controlled by glyphosate include cattails and water hyacinth, which can impede water flow and impede irrigation. Improper weed management can cause water to stagnate, which provides a breeding habitat for mosquitos, therefore effective weed control is important for controlling mosquito-borne diseases. Glyphosate is also important for habitat restoration efforts. It is used to control invasive annual, perennial, and woody plants in riparian habitats and rangeland. Glyphosate use in rights of ways helps keep roadways and railroad tracks safe by protecting the stability of the surface, maintaining visibility for operators, and allowing for the distribution of goods, services, and utilities (gas and electric). Glyphosate is the top active ingredient used to control invasive species in the United States.

Glyphosate is a versatile active ingredient and can be applied with many different types of application equipment depending on the needs of the user. In addition to the broadcast spray applications, it can be applied via application methods such as cut stump treatment, stem/tree injection, wick applications, spot treatment, under hooded sprayers, and as a directed spray.

For more information on the benefits of glyphosate, see the *Glyphosate: Response to Comments, Usage, and Benefits* and the 2018 comment from USDA in the glyphosate public docket (EPA-HQ-OPP-2009-0361-1618)

IV. PROPOSED INTERIM REGISTRATION REVIEW DECISION

A. Proposed Risk Mitigation and Regulatory Rationale

The EPA did not identify any human health risks from exposure to any use of glyphosate. The agency identified potential risk to mammals and birds, however these risks are expected to be limited to the application area or areas near the application area. The EPA identified potential risk to terrestrial and aquatic plants from off-site spray drift, consistent with glyphosate's use as a herbicide.

Glyphosate is a versatile herbicide that provides a broad spectrum of weed control across numerous agricultural and non-agricultural sites. Glyphosate is generally inexpensive in agricultural settings. Glyphosate is important in the management of invasive/noxious weeds and is essential in habitat restoration efforts for rangeland and pastures. It is used for weed management for rights-of-ways, forestry, industrial settings, residential areas, and aquatic environments.

The EPA concludes that the benefits outweigh the potential ecological risks when glyphosate is used according to label directions. To reduce off-site spray drift to non-target organisms, the EPA is proposing certain spray drift management measures. To preserve glyphosate as a viable tool for growers and combat weed resistance, the EPA is also proposing that herbicide resistance management language be added to all glyphosate labels. The EPA is also proposing certain labeling clean-up/consistency efforts to bring all glyphosate labels up to modern standards. The EPA has discussed these measures with the Joint Glyphosate Task Force, a registrant consortium, which does not oppose the proposed risk mitigation outlined herein.

1. Spray Drift Management

The agency is proposing label changes to reduce off-target spray drift and establish a baseline level of protection against spray drift that is consistent across all glyphosate products. Reducing spray drift will reduce the extent of environmental exposure and risk to non-target plants and animals. Although the agency is not making a complete endangered species finding at this time, these label changes are expected to reduce the extent of exposure and may reduce risk to listed species whose range and/or critical habitat co-occur with the use of glyphosate.

The agency is proposing the following spray drift mitigation language to be included on all glyphosate product labels for products applied by liquid spray application. The proposed spray drift language is intended to be mandatory, enforceable statements and supersede any existing language already on product labels (either advisory or mandatory) covering the same topics. The agency is providing recommendations which allow glyphosate registrants to standardize all advisory language on glyphosate product labels. Registrants must ensure that any existing advisory language left on labels does not contradict or modify the new mandatory spray drift statements proposed in this PID, once effective.

- Applicators must not spray during temperature inversions.
- For aerial applications, do not apply when wind speeds exceed 15 mph at the application site. If the wind speed is greater than 10 mph, the boom length must be 65% or less of the wingspan for fixed wing aircraft and 75% or less of the rotor blade diameter for helicopters. Otherwise, the boom length must be 75% or less of the wingspan for fixed-wing aircraft and 90% or less of the rotor diameter for helicopters.
- For aerial applications, the release height must be no higher than 10 feet from the top of the crop canopy or ground, unless a greater application height is required for pilot safety.
- For ground boom applications, apply with the release height no more than 4 feet above the ground or crop canopy.
- For ground and aerial applications, select nozzle and pressure that deliver “fine” or coarser droplets as indicated in nozzle manufacturers’ catalogues and in accordance with American Society of Agricultural & Biological Engineers Standard 572.1 (ASABE S572.1).

The Agency’s goal is to manage off-target spray drift from applications of glyphosate while continuing to preserve glyphosate’s utility for growers and allow growers continued flexibility when making applications. The agency assessed the potential impact on growers of the proposed spray drift management restrictions and has determined that these measures are not expected to substantially reduce the benefit of glyphosate to users. Prohibiting glyphosate applications during temperature inversions may impact the usability of glyphosate products by reducing the amount of time users have to apply glyphosate, but growers can switch to other products if they encounter temperature inversions.

The EPA considered the impact of requiring “fine” or coarser droplets (*i.e.*, requiring growers to deliver droplets no smaller than “fine”) on glyphosate labels and has determined that such a requirement is not likely to affect the efficacy of glyphosate when used alone since it is systemic. Glyphosate is a compound that is frequently tank mixed with other herbicides. Because the proposed language provides flexibility with droplet size for tank mixed partners, the EPA does not expect there would be concerns for tank mixing with other herbicides. However, since glyphosate can be applied as a burndown treatment, insecticides may be included in the tank mix. Insecticides are generally considered to provide better efficacy with smaller droplets. The EPA is uncertain if requiring “fine” or coarser droplets will impact the efficacy of insecticides tank mixed with glyphosate because some insecticides could be more effective at droplet sizes smaller than “fine” (such as “very fine” or “extremely fine”). If reduced efficacy occurred, the agency would expect growers to respond by increasing the application rates (if allowed by the label), increasing the number of applications, increasing the application rates of tank mix partners, making additional applications, or switching to a different active ingredient.

In addition to including the spray drift restrictions on glyphosate labels, all references to volumetric mean diameter (VMD) information for spray droplets are proposed to be removed from all glyphosate labels where such information currently appears. The proposed new language above, which cites ASABE S572.1, eliminates the need for VMD information. The agency is also proposing the addition of a non-target organism advisory statement. The protection of pollinating organisms is a priority for the agency. It is possible that pollinators and other non-target organisms may be indirectly impacted from effects on forage and habitat. It is the agency's goal to reduce spray drift whenever possible and to educate growers on the potential for indirect effects on the forage and habitat of pollinators and other non-target organisms. Therefore, the EPA is proposing non-target organism advisory language to be placed on glyphosate labels to address this potential concern.

2. Herbicide Resistance Management

On August 24, 2017, the EPA finalized a Pesticide Registration Notice (PRN) on herbicide resistance management.¹¹ Consistent with the Notice, the EPA is proposing the implementation of herbicide resistance measures for existing chemicals during registration review, and for new chemicals and new uses at the time of registration. In registration review, herbicide resistance elements will be included in every herbicide PID.

The development and spread of herbicide resistant weeds in agriculture is a widespread problem that has the potential to fundamentally change production practices in U.S. agriculture. While herbicide resistant weeds have been known since the 1950s, the number of species and their geographical extent, has been increasing rapidly. Currently there are over 250 weed species worldwide with confirmed herbicide resistance. In the United States, there are over 155 weed species with confirmed resistance to one or more herbicides.

Management of herbicide resistant weeds, both in mitigating established herbicide resistant weeds and in slowing or preventing the development of new herbicide resistant weeds, is a complex problem without a simple solution. Coordinated efforts of growers, agricultural extension, academic researcher, scientific societies, pesticide registrants, and state and federal agencies are required to address this problem.

The EPA is requiring measures for the pesticide registrants to provide growers and users with detailed information and recommendations to slow the development and spread of herbicide resistant weeds. This is part of a more holistic, proactive approach recommended by crop consultants, commodity organizations, professional/scientific societies, researchers, and the registrants themselves.

3. Non-target Organism Advisory Statement

The protection of pollinators and other non-target organisms is a priority for the agency. While the agency did not identify risks to individual bees from glyphosate applications at rates below 5.7 lb ae/A, risks to terrestrial invertebrates at higher application rates are uncertain. In addition,

¹¹ PRN 2017-2, "Guidance for Herbicide Resistance Management Labeling, Education, Training, and Stewardship"

glyphosate may impact non-target plants via spray drift and impact nectar sources and habitat for pollinators and other non-target organisms. EPA is proposing a non-target organism advisory statement to alert users of potential impact to non-target organisms: "This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated site. Protect the forage and habitat of non-target organisms by following label directions intended to minimize spray drift."

4. Label Consistency Measures

There are currently 555 Section 3 registrations and 37 Section 24(c) registrations for glyphosate. Labels directions for glyphosate vary significantly from label to label, and newer stamped labels in general have better instructions than older labels. The EPA is proposing to update all glyphosate labels to modern standards. The components of the label the agency proposes to update are as follows: the maximum application parameters, the environmental hazards statement for aquatic use, and clarification on rotational crop timing. In addition, the agency is providing guidance to glyphosate registrants on acceptable marketing statements.

Maximum Application Parameters

In 2013, at the agency's request and in preparation for risk assessment, the Joint Glyphosate Task Force, a consortium of glyphosate registrants, created a *Use Summary Matrix*, which was intended to summarize all use sites being supported as part of registration review and outline important application parameters such as maximum single and yearly application rates. EPA's risk assessments for glyphosate were based on maximum application parameters as described in the *Use Summary Matrix*. EPA is proposing that maximum labeled rates on current labels be consistent with the maximum application rates that were assessed by the agency and supported by the Joint Glyphosate Task Force. These maximum application parameters are described in Appendix C of this document.

Many older glyphosate labels do not define any maximum application parameters. EPA proposes that maximum application parameters be clearly defined and must not exceed the maximum application parameters as described in Appendix C. It is not EPA's intention to change the current application rates on glyphosate labels, but the agency is proposing to define the rate limits in order to establish better consistency and clarity on labels. Appendix C lists the maximum application parameters by use site for both aerial and ground application.

Statements for Aquatic Uses

The EPA is proposing to update the environmental hazards statements for aquatic use products to be consistent with modern standards and to be in line with newer pesticide labels. The glyphosate Reregistration Eligibility Decision (RED) issued in 1993 specified that glyphosate labels formulated for aquatic use have language intended to warn users of potential fish suffocation for aquatic applications. The EPA is proposing to update the existing language to be consistent with current labeling guidelines (see the EPA's Label Review Manual). Proposed environmental hazards statements are listed in table 4.

In addition, the agency is proposing an additional statement under “directions for use” for aquatic use labels to instruct users to apply in strips to help avoid oxygen depletion when emerged weed infestations cover the total surface area of an impounded water body; the proposed statement also appears in table 4. These statements already appear on some newer labels and the agency is proposing to apply these statements to all labels.

Table 4. Proposed Statements for Glyphosate for Aquatic Use

Product Type	Proposed Statement
Environmental hazards: for labels with terrestrial uses only	“Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate.”
Environmental hazards: for labels with aquatic uses only	“Killing aquatic weeds can result in depletion or loss of oxygen in the water due to decomposition of dead plant material. This oxygen loss can cause fish suffocation. Consult with your State agency with primary responsibility for regulating pesticides before applying to public waters to determine if a permit is required. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate.”
Environmental hazards: for labels with both aquatic and terrestrial uses	“Killing aquatic weeds can result in depletion or loss of oxygen in the water due to decomposition of dead plant material. This oxygen loss can cause fish suffocation. Consult with your State agency with primary responsibility for regulating pesticides before applying to public waters to determine if a permit is required. For terrestrial uses, do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark [<i>Optional text, if applicable: except when applying this product by air over the forest canopy</i>]. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate.”
Directions for use for aquatic uses	“When emerged weed infestations cover the total surface area of an impounded waterbody, apply this product to the emerged vegetation in strips to help avoid oxygen depletion in the water due to decaying vegetation. Oxygen depletion in the water can result in increased fish mortality.”

Clarification on Rotational Crop Timing

Many glyphosate labels lack instructions for crop rotation. The EPA is proposing to clarify that treated fields may be rotated to a labeled crop at any time. For fields being rotated to a non-labeled crop, any glyphosate application must be made a minimum of 30 days prior to planting.

Label Claims

During meetings with the agency in 2018, the Joint Glyphosate Task Force proposed to clarify on existing labels a statement about how glyphosate works. The following statement is proposed: “Glyphosate works by targeting an enzyme that is essential for plant growth.” The proposed revision is consistent with the requirements of 40 CFR § 156.10(a)(5). Registrants may use alternate claims, as long as alternate claims meet labeling requirements. Registrants can refer to 40 CFR § 156.10(a)(5) for requirements regarding label claims prior to submitting updated labels for registration review.

B. Tolerance Actions

The EPA is proposing that the number of significant figures be modified for several tolerances, and that new tolerances be established for various vegetable and fruit groups and subgroups. The new tolerance groupings remove the need for certain older tolerances, which are proposed to be deleted. The Agency will issue a Federal Register notice announcing these proposed tolerance changes under FFDCA following issuance of an Interim Decision for glyphosate. Refer to section III.A.3 of this document for the proposed tolerance changes.

C. Proposed Interim Registration Review Decision

In accordance with 40 CFR § 155.56 and 155.58, the agency is issuing this Proposed Interim Registration Review Decision. Except for the EDSP, ESA and pollinator components of this case, the agency has made the following Proposed Interim Registration Review Decision: (1) no additional data are required at this time; and (2) changes to the affected registrations and their labeling are needed at this time, as described in Section IV. A. and Appendices B and C.

In this proposed interim registration review decision, the EPA is making no human health or environmental safety findings associated with the EDSP screening of glyphosate, nor is it making a complete endangered species finding or a complete assessment of effects to pollinators. Although the agency is not making a complete endangered species finding at this time, the proposed mitigation described in this document is expected to reduce the extent of environmental exposure and may reduce risk to listed species whose range and/or critical habitat co-occur with the use of glyphosate. The agency's final registration review decision for glyphosate will be dependent upon the result of the agency's ESA assessment and any needed Section 7 consultation with the Services, an EDSP FFDCA section 408(p) determination, and an assessment of non-target exposure to pollinators (bees).

D. Data Requirements

No additional data are required as part of this proposed interim registration review decision. The EPA will consider requesting the glyphosate registrants to submit pollinator data as a separate action.

V. NEXT STEPS AND TIMELINE

A. Proposed Interim Registration Review Decision

A Federal Register Notice will announce the availability of this proposed interim registration review decision for glyphosate and will allow a 60-day comment period on the proposed interim decision. If there are no significant comments or additional information submitted to the docket during the comment period that leads the agency to change its proposed interim decision, the EPA may issue an interim registration review decision for glyphosate. However, a final decision for glyphosate may be issued without the agency having previously issued an interim decision. A

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final decision on the glyphosate registration review case will occur after: 1) an EDSP FFDCA section 408(p) determination, 2) an endangered species determination under the ESA and any needed Section 7 consultation with the Services, and 3) a more in-depth assessment of non-target exposure to pollinators, if determined to be necessary.

B. Implementation of Mitigation Measures

Once the Interim Registration Review Decision is issued the glyphosate registrants must submit amended labels that include the label changes described in Appendices A, B, and C. The revised labels must be submitted to the agency for review within 60 days following issuance of the Interim Registration Review Decision.

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Appendix A: Summary of Proposed Actions for Glyphosate

Registration Review Case#: 0178 PC Codes: 103601, 103604, 103605, 103607, 103608, 103613, 417300 Chemical Type: herbicide Chemical Family: glycine derivative Mode of Action: targets the 5-enolpyruvyl-3-shikimate phosphate synthase enzyme						
Affected Population(s)	Source of Exposure	Route of Exposure	Duration of Exposure	Potential Risk(s) of Concern	Proposed Actions	Comment (used to briefly clarify or elaborate on risk or mitigation)
Terrestrial and aquatic plants	Spray drift	Foliar absorption	Acute Chronic	Survival, biomass	Require enforceable spray drift management language; updated environmental hazards language	
Birds	Residues on food items (via deposition or spray drift)	Dietary	Acute Chronic	Growth	Require enforceable spray drift management language	Risks are likely limited to the field and areas near the application field.
Mammals	Residues on food items (via deposition or spray drift)	Dietary	Acute Chronic	Growth and reproduction	Require enforceable spray drift management language	Risks to are likely limited to the field and areas near the application field.
Terrestrial invertebrates	Residues on nectar sources (via deposition or spray drift)	Dietary	Acute Chronic	Effects on nectar sources of terrestrial invertebrates	Non-target organism environmental hazards language	Risks to bees are uncertain at application rates higher than 5.7 lb ae/A. The agency may require additional pollinator data to fully assess risk to terrestrial invertebrates.

Appendix B: Proposed Labeling Changes for Glyphosate Products

Description	Proposed Label Language for Glyphosate Products	Placement on Label				
	End Use Products					
Mode/Mechanism of Action Group Number	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">Glyphosate</td> <td style="width: 25%;">GROUP</td> <td style="width: 25%; background-color: black; color: white;">9</td> <td style="width: 25%;">HERBICIDE</td> </tr> </table>	Glyphosate	GROUP	9	HERBICIDE	Front Panel, upper right quadrant. All text should be black, bold face and all caps on a white background, except the mode of action code, which should be white, bold face and all caps on a black background; all text and columns should be surrounded by a black rectangle.
Glyphosate	GROUP	9	HERBICIDE			
Non-target Organism Advisory Statement	<p>“NON-TARGET ORGANISM ADVISORY STATEMENT: This product is toxic to plants and may adversely impact the forage and habitat of non-target organisms, including pollinators, in areas adjacent to the treated site. Protect the forage and habitat of non-target organisms by following label directions intended to minimize spray drift.”</p>	Environmental Hazards				
Environmental Hazards Statement for Aquatic Use	<p><i>For labels without aquatic uses:</i> “Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate.”</p> <p><i>For labels with aquatic uses only:</i> “Killing aquatic weeds can result in depletion or loss of oxygen in the water due to decomposition of dead plant material. This oxygen loss can cause fish suffocation. Consult with your State agency with primary responsibility for regulating pesticides before applying to public waters to determine if a permit is required. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate.”</p> <p><i>For labels with both aquatic and terrestrial uses:</i> “Killing aquatic weeds can result in depletion or loss of oxygen in the water due to decomposition of dead plant material. This oxygen loss can cause fish suffocation. Consult with your State agency with primary responsibility for regulating pesticides before applying to public waters to determine if a permit is required. For terrestrial uses, do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high-water mark [Optional text, if applicable: except when applying this product by air</p>	Environmental Hazards				

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Description	Proposed Label Language for Glyphosate Products	Placement on Label
	over the forest canopy]. Do not contaminate water when cleaning equipment or disposing of equipment wash waters and rinsate."	
Aquatic Use Statement	"When emerged weed infestations cover the total surface area of an impounded waterbody, apply this product to the emerged vegetation in strips to help avoid oxygen depletion in the water due to decaying vegetation. Oxygen depletion in the water can result in increased fish mortality."	Directions for Use
HERBICIDE RESISTANCE MANAGEMENT: Weed Resistance Management	Include resistance management label language for herbicides from PRN 2017-1 and PRN 2017-2 (https://www.epa.gov/pesticide-registration/pesticide-registration-notice-3-year)	Directions for Use, prior to directions for specific crops under the heading "WEED RESISTANCE-MANAGEMENT"
Additional Required Labelling Action (Applies to all products delivered via liquid spray applications)	Remove information about volumetric mean diameter from all labels where such information currently appears.	Directions for Use
Rotational crop information	"Treated fields may be rotated to a labeled crop at any time. For treated fields being rotated to a non-labeled crop, application must be made a minimum of 30 days prior to planting."	Directions for Use
Label claims	"Glyphosate works by targeting an enzyme that is essential for plant growth." [Alternate claims, if used, must meet labeling requirements. Refer to 40 CFR § 156.10(a)(5) for requirements regarding label claims.]	Product Information

Description	Proposed Label Language for Glyphosate Products	Placement on Label
Clarification of application rates	Ground and aerial applications rates on the labels must not exceed the maximum application parameters as noted in Appendix C of this document, which were maximum application parameters assessed by the EPA. Application rates may only be clarified for uses that are currently approved on labels.	Directions for Use
Mandatory Spray Drift Management Language for all products delivered via liquid spray application and allow aerial application	<p>“SPRAY DRIFT Aerial Applications:</p> <ul style="list-style-type: none"> • Do not release spray at a height greater than 10 ft above the ground or vegetative canopy, unless a greater application height is necessary for pilot safety. • Applicators are required to use a fine or coarser droplet size (ASABE S572.1). • Applicators must use ½ swath displacement upwind at the downwind edge of the field. • Do not apply when wind speeds exceed 15 mph at the application site. If the windspeed is greater than 10 mph, the boom length must be 65% or less of the wingspan for fixed wing aircraft and 75% or less of the rotor diameter for helicopters. Otherwise, the boom length must be 75% or less of the wingspan for fixed-wing aircraft and 90% or less of the rotor diameter for helicopters. • Do not apply during temperature inversions.” 	Directions for Use, in a box titled “Spray Drift” under the heading “Aerial Applications,” and before use rates and or application instructions
Enforceable Spray Drift Management Language for products that allow airblast applications	<p>“SPRAY DRIFT Airblast Applications:</p> <ul style="list-style-type: none"> • Sprays must be directed into the canopy. • Do not apply when wind speeds exceed 15 miles per hour at the application site. • User must turn off outward pointing nozzles at row ends and when spraying outer rows. • Do not apply during temperature inversions.” 	Directions for Use, in a box titled “Spray Drift” under the heading “Airblast Applications”
Enforceable Spray Drift Management Language for products that are applied as liquids and allow ground boom applications	<p>“SPRAY DRIFT Ground Boom Applications:</p> <ul style="list-style-type: none"> • User must only apply with the release height recommended by the manufacturer, but no more than 4 feet above the ground or crop canopy. • Applicators are required to use a fine or coarser droplet size (ASABE S572.1). • Do not apply when wind speeds exceed 15 miles per hour at the application site. • Do not apply during temperature inversions.” 	Directions for Use, in a box titled “Spray Drift” under the heading “Ground Boom Applications”

<p>Enforceable Spray Drift Management Language for products that are applied as liquids and allow boom-less ground sprayer applications</p>	<p>“SPRAY DRIFT Boom-less Ground Applications:</p> <ul style="list-style-type: none"> • Applicators are required to use a fine or coarser droplet size (ASABE S572.1) for all applications. • Do not apply when wind speeds exceed 15 miles per hour at the application site. • Do not apply during temperature inversions.” 	<p>Directions for Use, in a box titled “Spray Drift” under the heading “Boom-less Applications”</p>
<p>Advisory Spray Drift Management Language for all products delivered via liquid spray application</p>	<p>“SPRAY DRIFT ADVISORIES THE APPLICATOR IS RESPONSIBLE FOR AVOIDING OFF-SITE SPRAY DRIFT. BE AWARE OF NEARBY NON-TARGET SITES AND ENVIRONMENTAL CONDITIONS.</p> <p>IMPORTANCE OF DROPLET SIZE An effective way to reduce spray drift is to apply large droplets. Use the largest droplets that provide target pest control. While applying larger droplets will reduce spray drift, the potential for drift will be greater if applications are made improperly or under unfavorable environmental conditions.</p> <p>Controlling Droplet Size – Ground Boom <i>(note to registrants: remove if ground boom is prohibited on product labels)</i></p> <ul style="list-style-type: none"> • Volume - Increasing the spray volume so that larger droplets are produced will reduce spray drift. Use the highest practical spray volume for the application. If a greater spray volume is needed, consider using a nozzle with a higher flow rate. • Pressure - Use the lowest spray pressure recommended for the nozzle to produce the target spray volume and droplet size. • Spray Nozzle - Use a spray nozzle that is designed for the intended application. Consider using nozzles designed to reduce drift. <p>Controlling Droplet Size – Aircraft <i>(note to registrants: remove if aerial application is prohibited on product labels)</i></p> <ul style="list-style-type: none"> • Adjust Nozzles - Follow nozzle manufacturers’ recommendations for setting up nozzles. Generally, to reduce fine droplets, nozzles should be oriented parallel with the airflow in flight. <p>BOOM HEIGHT – Ground Boom <i>(note to registrants: remove if ground boom is prohibited on product labels,</i> For ground equipment, the boom should remain level with the crop and have minimal bounce.</p> <p>RELEASE HEIGHT - Aircraft <i>(note to registrants: remove if aerial application is prohibited on product labels)</i> Higher release heights increase the potential for spray drift.</p> <p>SHIELDED SPRAYERS</p>	<p>Directions for Use, just below the Spray Drift box, under the heading “Spray Drift Advisories”</p>

	<p>Shielding the boom or individual nozzles can reduce spray drift. Consider using shielded sprayers. Verify that the shields are not interfering with the uniform deposition of the spray on the target area.</p> <p>TEMPERATURE AND HUMIDITY When making applications in hot and dry conditions, use larger droplets to reduce effects of evaporation.</p> <p>TEMPERATURE INVERSIONS Drift potential is high during a temperature inversion. Temperature inversions restrict vertical air mixing, which can cause small droplets to remain suspended in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They can begin to form in late afternoon/early evening and often continue into the morning. Their presence can be indicated by ground fog. If fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.</p> <p>WIND Drift potential generally increases with wind speed. AVOID APPLICATIONS DURING GUSTY WIND CONDITIONS. Applicators need to be familiar with local wind patterns and terrain that could affect spray drift.”</p>	
<p>Advisory Spray Drift Management Language for products that are applied as liquids and allow boom-less ground sprayer applications</p>	<p>“SPRAY DRIFT Boom-less Ground Applications:</p> <ul style="list-style-type: none"> Setting nozzles at the lowest effective height will help to reduce the potential for spray drift.” 	<p>Directions for Use, just below the Spray Drift box, under the heading “Spray Drift Advisories”</p>
<p>Advisory Spray Drift Management Language for all products that allow liquid applications with handheld technologies</p>	<p>“SPRAY DRIFT Handheld Technology Applications:</p> <ul style="list-style-type: none"> Take precautions to minimize spray drift.” 	<p>Directions for Use, just below the Spray Drift box, under the heading “Spray Drift Advisories”</p>

Appendix C. Proposed Maximum Application Rates for Glyphosate Ground and Aerial Application

Crop Group	Ground Maximum Single Application Rate (lb a.e./A)	Aerial Maximum single application rate (lb a.e./A)	Maximum Annual Application Rate (lb a.e./A)
Round-up Ready 2 Yield Soybeans	3.75	1.55	6
Root Tuber Vegetables: arracacha, arrowroot, carrot, chinese artichoke, Jerusalem artichoke, beet (garden), burdock, canna, cassava (bitter and sweet), celeriac, chayote (root), chervil (turnip-rooted), chicory, chufa, dasheen (taro), galangal, ginger, ginseng, horseradish, leren, kava (turn-rooted), parsley (turnip-rooted), parsnip, potato, radish, rutabaga, oriental radish, salsify, skirret, sweet potato, taniel, turmeric, turnip, wasabi, yacon, yam bean, true yam	3.75	1.55	6
Rangelands	0.38	0.38	2.25
Pome Fruits: including apple, crabapple, loquat, mayhaw, pear, oriental pear, quince	3.75	1.55	8
Pastures	8	8	8
Oilseed Crops: borage, buffalo gourd, calendula, canola, castor oil plant, chinese tallow tree, crambe, cuphea, echium, cuphorbia, evening primrose, flax (seed), gold of pleasure, hare's ear mustard, jojoba, lesquerella, meadow foam, milkweed, mustard (seed), niger (seed), oil radish, poppy seed, rapeseed, rose hip, safflower, sesame, stokes aster, sunflower, sweet rocket, tallow wood, tea oil plant, veronia.	3.75	1.55	6
Non-Food Tree Crops: pine, poplar, eucalyptus, christmas trees, other non-food tree crops	8	8	8
Miscellaneous Tree Food Crops: cactus (fruit and pads), palm (heart, leaves, oil)	3.75	1.55	8
Miscellaneous Crops: aloe vera, bamboo shoots, globe artichoke, okra, peanut (ground nut), strawberry, sugar beet, asparagus, pineapple	3.75	1.55	6
Legume Vegetables: Succulent varieties of Bean (Lupinus: includes grain lupin, sweet lupin, white lupin, white sweet lupin); Bean (Phaseolus: includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean); Bean (Vigna: includes adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, crowder pea, moth bean, mung bean, rice bean, southern pea, urd bean, yardlong bean); Broad bean (fava); Chickpea (garbanzo); Guar; Jackbean; Lablab bean; Lentil; Pea (Pisum: includes dwarf pea, edible-podded pea, English pea, field pea, garden pea, green pea, snowpea, sugar snap pea); Pigeon pea; Soybean (immature seed); Sword bean. Dry varieties of Bean (Lupinus: includes grain lupin, sweet lupin, white lupin, white sweet lupin); Bean (Phaseolus: includes field bean, kidney bean, lima bean, navy bean, pinto bean, runner bean, snap bean, tepary bean, wax bean); Bean (Vigna: includes adzuki bean, asparagus bean, blackeyed pea, catjang, Chinese longbean, cowpea, crowder pea, moth bean, mung bean, rice bean, southern pea, urd bean, yardlong bean);	3.75	1.55	6

Crop Group	Ground Maximum Single Application Rate (lb a.e./A)	Aerial Maximum single application rate (lb a.e./A)	Maximum Annual Application Rate (lb a.e./A)
Broad bean (fava); Chickpea (garbanzo); Guar; Jackbean; Lablab bean; Soybean (immature seed); Sword bean Dry varieties of Lentil; Pea (Pisum: includes dwarf pea, edible-podded pea, English pea, garden pea, green pea, snowpea, sugar snap pea); Pigeon pea			
Leafy Vegetables: Amaranth (Chinese spinach); Arugula (rocket); Beet greens; Cardoon; Celery; Chinese celery; Celtuce; Chaya; Chervil; Edible-leaved chrysanthemum; Garland chrysanthemum; Corn salad; Cress (garden and upland); Dandelion; Dock (sorrel); Dokudami; Endive (escarole); Florence fennel; Gow kee; Lettuce (head and leaf); Orach, Parsley; Purslane (garden and winter); Radicchio (red chicory); Rhubarb; Spinach; New Zealand spinach; Vine spinach; Swiss chard; Watercress (upland); Water spinach	3.75	1.55	6
Herbs and Spices: Allspice, Angelica, Star anise, Annatto (seed), Balm, Basil, Corage, Bumet, camomile, Caper buds, Caraway, Black caraway, Cardamom, Cassia bark, Cassia buds, Catnip, Celery seed, Chervil (dried), Chive, Chinese chive, Cilantro (leaf), Cilantro (seed), Cinnamon, Clary, Clove buds, Coriander leaf (cilantro or Chinese parsley), Coriander seed (cilantro), Costmary, Cumin, Curry (leaf), Dill (dillweed), Dill (seed), Epazote, Fennel seed (common and Florence), Fenugreek, White ginger flower, Grains of paradise, Horehound, Hyssop, Juniper berry, Lavender, Lemongrass, Lovage (leaf and seed), Mace, Marigold, Marjoram (including oregano), Mexican oregano, Mioga flower, Mustard (seed), Nasturtium, Nutmeg, Parsley (dried), Pennyroyal, Pepper (black and white), Pepper leaves, Peppermint, Perilla, Poppy (seed), Rosemary, Rue, Saffron, Sage, Savory (summer and winter), Spearmint, Stevia levaea, Sweet bay, Tansy, Tarragon, Thyme, Vanilla, Wintergreen, Woodruff, Wormwood	3.75	1.55	6
Grass/Turfgrass/Sod Production	3.75	1.55	6
Grain Sorghum	3.75	1.55	6
Fruiting Vegetables: Eggplant; Groundcherry (Physalis spp); Pepino; Pepper (includes bell pepper, chili pepper, cooking pepper, pimento, sweet pepper); Tomatillo; Tomato	3.75	1.55	6
Forestry	8	8	8
Fallow	3.75	1.55	6
Cucurbits Vegetables/Fruit: Chayote (fruit); Chinese waxgourd (Chinese preserving melon); Citron melon; Cucumber; Gherkin; Edible gourd (includes hyotan, cucuzza, hechima, Chinese okra); Melons (all); Momordica spp (includes balsam apple, balsam pear, bittermelon, Chinese cucumber); Muskmelon (includes cantaloupe, casaba, crenshaw melon, golden pershaw melon, honeydew melon, honey ball melon, mango melon, Persian melon, pineapple melon, Santa Claus melon, snake melon); Pumpkin; Summer squash (includes crookneck squash, scallop squash, straightneck squash, vegetable marrow, zucchini); Winter squash (includes butternut squash, calabaza, hubbard squash, acorn squash, spaghetti squash); Watermelon	3.75	1.55	6

Crop Group	Ground Maximum Single Application Rate (lb a.e./A)	Aerial Maximum single application rate (lb a.e./A)	Maximum Annual Application Rate (lb a.e./A)
Cotton	3.75	1.55	6
Corn (Field, Seed, Silage, Popcorn)	3.75	1.55	6
Conservation Reserve Program	3.75	1.55	6
Citrus Fruit Crop: All cultivars, varieties and/or hybrids of Calamondin; Chironja; Citron; Citrus hybrids; Grapefruit (including Japanese summer); Kumquat; Lemon; Lime (including Australian desert lime, Australian finger lime, Australian round lime, Brown river finger lime, Mount white, New Guinea wild, Russell river, sweet, and Tahiti); Mandarin (including Mediterranean and Satsuma); Orange (all); Pummelo; Tangelo; Tangerine (Mandarin); Tanger; Uniq Fruit (ugli)	3.75	1.55	8
Cereal and Grain Crop: barley, buckwheat, millet, oats, rye, quinoa, teff, teosinte, triticale, wild rice, rice, feed barley, wheat	3.75	1.55	6
Bulb Vegetables: All cultivars, varieties and/or hybrids of Chive (fresh leaves, including Chinese chive); Daylily (bulb); Elegans hosta; Fritillaria (bulb and leaves); Garlic (bulb, including great-headed and serpent garlic); Kurrant, Leek (including lady's and wild leek); Lily (bulb); Onion (including Beltsville bunching, bulb, Chinese bulb, fresh, green, macrostem, pearl, potato bulb, tree tops and Welsh onion tops); Shallot (bulb and fresh leaves)	3.75	1.55	6
Brassica Vegetable: Broccoli; Chinese broccoli (gai lon); Broccoli raab (rapini); Brussels sprouts; Cabbage; Chinese cabbage (bok choy); Chinese cabbage (napa); Chinese mustard cabbage (gai choy); Cauliflower; Cavalo broccoli; Collards; Kale; Kohlrabi; Mizuna; Mustard greens; Mustard spinach; Rape greens	3.75	1.55	6
Round-up Ready Flex Cotton	3.75	1.55	6
Round-up Ready Cotton	3.75	1.55	6
Round-up Ready Corn (GA-21)	3.75	1.55	6
Round-up Ready Corn 2 (NK603)	3.75	1.55	6
Round-up Ready Alfalfa	1.55	1.55	6
Round-up Ready Sugarbeets	3.75	1.55	6
Tropical/Subtropical Trees/Fruits: Ambarella; Atemoya; Avocado; Banana; Barbados cherry (acerola); Biriba; Blimbe; Breadfruit; Cacao (cocoa) bean; Canistel; Carambola (starfruit); Cherimoya; Coffee; Custard apple; Dates; Durian; Feijoa; Figs; Governor's plum; Guava; Ilama; Imbe; Imbu; Jaboticaba; Jackfruit; Longan; Lychee; Mamey apple; Mango; Mangosteen; Marmaladebox (genip); Mountain papaya; Noni (Indian mulberry); Papaya; Paw paw; Plantain; Persimmon; Pomegranate; Pulasan; Rambuttan; Rose apple;	3.75	1.55	8

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Crop Group	Ground Maximum Single Application Rate (lb a.e./A)	Aerial Maximum single application rate (lb a.e./A)	Maximum Annual Application Rate (lb a.e./A)
Sapodilla; Sapote (black, mamey, white); Spanish lime; Soursop; Star apple; Sugar apple; Surinam cherry; Tamarind; Tea; Ti (roots and leaves); Wax jambu			
Tree Nut Crops: Cultivars, varieties, and/or hybrids of African nut-tree; Almond; Beechnut; Brazil nut; Brazilian pine; Bunya; Burr oak; Butternut; Cajou nut; Candlenut; Cashew; Chestnut; Chinquapin; Coconut; Coquito nut; Dika nut; Ginkgo; Guiana chestnut; Hazelnut (Filbert); Heartnut; Hickory nut; Japanese horse-chestnut; Macadamia nut; Mongongo nut; Monkey-pot; Monkey puzzle nut; Okari nut; Pachira nut; Peach palm nut; Pecan; Pequi; Pili nut; Pine nut; Pistachio; Sapucaia nut; Tropical almond; Walnut (black, English); Yellowhorn	3.75	1.55	8
Sweet Corn	3.75	1.55	6
Sugar Cane	3.75	2.25	6
Stone Fruit: All cultivars, varieties and/or hybrids of Apricot; Cherry (sweet and tart); Nectarine; Olive; Peach; Plum/Prune (all types); Plumcot	3.75	1.55	8
Round-Up Ready Canola (Winter Varieties)	1.55	1.55	6
Soybeans	3.75	1.55	6
Sweet Corn with Round-Up Ready 2 Technology	3.75	1.55	6
Round-Up Ready Canola (Spring Varieties)	1.55	1.55	6
Vine Crops: grapes (raisin, table, wine), hops, passion fruit, kiwi	3.75	1.55	8

Crop Group	Ground Maximum Single Application Rate (lb a.e./A)	Aerial Maximum single application rate (lb a.e./A)	Maximum Annual Application Rate (lb a.e./A)
<p>Non Crop: Airports, airfields, apartment complexes, commercial sites, ditch banks, driveways, ramps, alleys, lanes, paths, trails, sidewalks, walkways, access roads, farm roads, highways (including aprons, medians, guardrails, and rights-of-way), paved areas and prior to paving, dry ditches, dry canals, fences and fencerows, golf courses, greenhouses, industrial sites, landscape areas, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, parks, campgrounds, sports areas, tennis courts, parking areas, cemeteries, petroleum or other tank farms and pumping installations, refineries, around telephone and communications equipment, public areas, drive-in theaters, railroads (including ballasts, shoulders, crossings and spot treatments), recreation areas, residential areas, rights-of-way, roadsides, firebreaks, schools, shadehouses, sports complexes, storage areas, substations, construction and pre-construction sites, turf/grass areas, around ornamental gardens, around ornamental trees and shrubs, power and utility sites, around commercial or industrial outbuildings, warehouse areas, bare ground, gravel yards, mulched areas, beaches, habitat restoration and management areas, uncropped farmstead areas, uncultivated non-agricultural areas, vacant lots, wastelands, shelter belts, and wildlife management areas.</p> <p>Natural Woodlands, including Wildlife and Habitat Management Areas, Wildlife Openings, Natural Areas (such as Wildlands and Wildlife Refuge), Campgrounds, Parks and Recreational Areas in Natural Forests, and Reforestation Treatments in Natural Forests</p>	8	8	8
Aquatic	8	8	8
Alfalfa, Clover, and Other Forage Legumes, including: kudzu, lespedeza, lupin, sainfoin, trefoil, velvet bean, vetch, kenaf, leucaena	3.75	1.55	6
<p>Berry and Small Fruit Crops: All cultivars, varieties and/or hybrids of Amur River grape; Aronia berry; Bayberry; Bearberry; Bilberry; Blackberry (including Andean blackberry, arctic blackberry, bingleberry, black satin berry, boysenberry, brombeere, California blackberry, Chesterberry, Cherokee blackberry, Cheyenne blackberry, common blackberry, coryberry, darrowberry, dewberry, Dirksen thornless berry, evergreen blackberry, Himalayaberry, hullberry, lavacaberry, loganberry, lowberry, Lucretiaberry, mammoth blackberry, marionberry, mora, mures deronce, nectarberry, Northern dewberry, olallieberry, Orgeon evergreen berry, phenomenalberry, rangeberry, ravenberry, rossberry, Shawnee blackberry, Southern dewberry, tayberry, youngberry, zarzamora); Blueberry (highbush and lowbush): Buffaloberry; Che; Chilean guava; Chokeycherry; Cloudberry; Cranberry (including highbush); Currant (black, Buffalo, red, native); Elderberry; European barberry; Gooseberry; Grape; Honeysuckle (edible); Huckleberry; Jostaberry; Juneberry (Saskatoon berry); Kiwifruit (fuzzy and hardy); Ligonberry; Maypop; Mountain pepper berries; Mulberry; Muntries; Partridgeberry; Phalsa; Pincherry; Raspberry (black, red and wild); Riberry; Salal; Schisandra berry; Sea buckthorn; Serviceberry</p>	3.75	1.55	8

Appendix D: Endangered Species Assessment

Consistent with EPA's responsibility under the Endangered Species Act (ESA), EPA intends to complete national-level endangered species Biological Evaluations for glyphosate to assess risks to federally threatened and endangered (listed) species from registered uses of pesticides. This Biological Evaluation will be completed in accordance with the joint Interim Approaches developed to implement the recommendations of the April 2013 National Academy of Sciences (NAS) report, *Assessing Risks to Endangered and Threatened Species from Pesticides*. The NAS report¹² outlines recommendations on specific scientific and technical issues related to the development of pesticide risk assessments that EPA and the Services must conduct to meet their obligations under the ESA. The methods developed as part of the joint Interim Approaches will continue to be vetted before EPA utilizes these methods broadly to meet its ESA obligations.

In November 2013, the U.S. Fish and Wildlife Service, the National Marine Fisheries Service (together, the Services), EPA, and the U.S. Department of Agriculture released a white paper containing a summary of their joint Interim Approaches for assessing risks to listed species from pesticides. These Interim Approaches were developed jointly by the agencies in response to the NAS recommendations, and reflect a common approach to risk assessment shared by the agencies as a way of addressing scientific differences between the EPA and the Services. Details of the joint Interim Approaches are contained in the November 1, 2013 white paper, *Interim Approaches for National-Level Pesticide Endangered Species Act Assessments Based on the Recommendations of the National Academy of Sciences April 2013 Report*.¹³

The ecological risk assessment supporting this Proposed Interim Registration Review for glyphosate does not contain a complete, national-level ESA analysis, including effects determinations for specific listed species or designated critical habitat. The agency intends to complete an assessment of risk to listed species prior to completing its final registration review decision for glyphosate. Final Biological Opinions for glyphosate will be developed by the Services. EPA intends to address risks to listed species identified in the Biological Opinions for glyphosate as part of its final registration review decision for glyphosate, and implement geographically-specific risk mitigation for listed species and designated critical habitats, as necessary, via *Bulletins Live! Two*. More information on *Bulletins Live! Two* is accessible at <http://www.epa.gov/endangered-species/bulletins-live-two-view-bulletins>.

¹² http://www.epa.gov/opp/odj/summary.php?record_id=18344

¹³ <http://www.epa.gov/espp/2013/nas.html>

Appendix E: Endocrine Disruptor Screening Program

As required by FIFRA and FFDCA, the EPA reviews numerous studies to assess potential adverse outcomes from exposure to chemicals. Collectively, these studies include acute, sub-chronic and chronic toxicity, including assessments of carcinogenicity, neurotoxicity, developmental, reproductive, and general or systemic toxicity. These studies include endpoints which may be susceptible to endocrine influence, including effects on endocrine target organ histopathology, organ weights, estrus cyclicity, sexual maturation, fertility, pregnancy rates, reproductive loss, and sex ratios in offspring. For ecological hazard assessments, the EPA evaluates acute tests and chronic studies that assess growth, developmental and reproductive effects in different taxonomic groups. As part of its most recent registration decision for glyphosate, the EPA reviewed these data and selected the most sensitive endpoints for relevant risk assessment scenarios from the existing hazard database. However, as required by FFDCA § 408(p), glyphosate is subject to the endocrine screening part of the Endocrine Disruptor Screening Program (EDSP).

The EPA has developed the EDSP to determine whether certain substances (including pesticide active and other ingredients) may have an effect in humans or wildlife similar to an effect produced by a “naturally occurring estrogen, or other such endocrine effects as the Administrator may designate.” The EDSP employs a two-tiered approach to making the statutorily required determinations. Tier 1 consists of a battery of 11 screening assays to identify the potential of a chemical substance to interact with the estrogen, androgen, or thyroid (E, A, or T) hormonal systems. Chemicals that go through Tier 1 screening and are found to have the potential to interact with E, A, or T hormonal systems will proceed to the next stage of the EDSP where the EPA will determine which, if any, of the Tier 2 tests are necessary based on the available data. Tier 2 testing is designed to identify any adverse endocrine-related effects caused by the substance, and establish a dose-response relationship between the dose and the E, A, or T effect.

Under FFDCA § 408(p), the agency must screen all pesticide chemicals. Between October 2009 and February 2010, the EPA issued test orders/data call-ins for the first group of 67 chemicals, which contains 58 pesticide active ingredients and 9 inert ingredients. The agency has reviewed all of the assay data received for the List 1 chemicals and the conclusions of those reviews are available in the chemical-specific public dockets. Glyphosate is on List 1 and the review conclusions are available in the glyphosate public docket (see EPA-HQ-OPP-2009-0361). A second list of chemicals identified for EDSP screening was published on June 14, 2013,¹⁴ and includes some pesticides scheduled for Registration Review and chemicals found in water. Neither of these lists should be construed as a list of known or likely endocrine disruptors. For further information on the status of the EDSP, the policies and procedures, the lists of chemicals, future lists, the test guidelines and the Tier 1 screening battery, please visit the EPA website.¹⁵ In this PID, the EPA is making no human health or environmental safety findings associated with the EDSP screening of glyphosate. Before completing this registration review, the agency will make an EDSP FFDCA § 408(p) determination.

¹⁴ See http://www.regulations.gov#!documentDetail:D_EPA-HQ-OPP-2009-0361-0007 for the final second list of chemicals.

¹⁵ <https://www.epa.gov/endocrine-disruption>