

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

TUESDAY JULY 9, 2019
6:00 P.M.

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

**Spanish interpretation services will be available at meeting*

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre
- 3. FLAG SALUTE**
- 4. CLOSED SESSION ANNOUNCEMENTS**
- 5. SPECIAL PRESENTATIONS**
 - 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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.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 25, 2019 Council Meeting
Recommendation: approve and file.
- B. City of King June 28, 2019 Invoices Paid
Recommendation: receive and file.
- C. Successor Agency June 28, 2019 Invoices Paid
Recommendation: receive and file.
- D. City of King KCCP Payments Through Jun 25, 2019
Recommendation: receive and file.
- E. Consideration: Amendment to Major Citywide Goals
Recommendation: approve by motion an amendment to the City's major citywide goals to add an emphasis on maintenance of City parks and facilities.
- F. Consideration: Appropriation for Carryover Expenses
Recommendation: appropriate \$86,250 for façade enhancement grants and improvements to the Adult Softball Field originally budgeted in FY 2018-19, but not yet completed.
- G. Consideration: FY 2019-20 Job Classification Plan
Recommendation: adopt a Resolution approving a revised FY 2019-20 Job Classification Plan.
- H. Consideration: Memorandum of Understanding with the Service Employees International Union Local 521 (SEIU)
Recommendation: adopt a Resolution ratifying a Memorandum of Understanding between the City of King and the Service Employees International Union Local 521 (SEIU) for the period of July 1, 2019 through June 30, 2022.
- I. Consideration: Multi-way Stop Control at the Intersection of Broadway Street and San Lorenzo Street
Recommendation: 1) adopt a resolution approving converting the Broadway Street/San Lorenzo Street intersection to multi-way stop control; 2) appropriate \$3,000 from the General Fund to install new signs and striping; and 3) adopt a finding of a Categorical Exemption pursuant to Section 15301 of the CEQA Guidelines.

- J. Consideration: Acceptance of Street Right of Way Along Frontage of Monterey Wine Company
Recommendation: authorize the City Manager to accept the right of way along Industrial Way along a portion of property being acquired thru a lot line adjustment.
- K. Consideration: Mills Ranch Specific Plan Determination of Substantial Conformance
Recommendation: City Council accept the Planning Commission recommendation regarding modified fence designs in the Mills Ranch Specific Plan.

10. PUBLIC HEARINGS

- A. Consideration: Approval of A Vesting Tentative Tract Map for a Seven (7) Lot Subdivision of a Vacant 28,656 Square Foot Parcel Located on Mustang Court (Apn:026-071-073-000), King City, CA 93930
Recommendation: adopt Resolution approving the Vesting Tentative Tract Map Case No. TTM 2019-001 for the Mustang Court Homes.
- B. Consideration: A Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC for Hotel Project at 1023 Broadway Street
Recommendation: approve a Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC to provide subsidies to increase the economic viability of a new hotel project at 1023 Broadway Street.
- C. Consideration: A Resolution of the City Council of the City of King City Confirming and Ordering Levy and Collection of Assessments from Previously Formed Landscaping and Lighting District "Riverview Gardens Landscape Maintenance District" (Adopted on March 10, 1998)
Recommendation: adopt the resolution confirming and ordering the levy and collection of assessments from the previously formed landscaping and lighting district.

11. REGULAR BUSINESS

- A. Consideration: Amendment to Purchase and Sale Agreement for Sale of Parcel #026-391-025-000 Formerly Owned by the Community Development Agency of the City of King
Recommendation: Successor Agency to the Former Community Development Agency of the City of King adopt a Resolution approving the First Amendment to the Purchase and Sale Agreement to sell Parcel #026-391-025-000 formerly owned by the Community Development Agency to StayCal Hotels, LLC and authorizing the City Manager to execute all necessary documents and make non-substantive changes in a form approved by the City Attorney.

- B. Consideration: Acceptance of Encroachment Agreement for the 320 Broadway Street to Allow Removal of Two Parking Spaces and Allow Outdoor Dining on Public Right-of-Way

Recommendation: authorize the City Manager to execute an encroachment agreement with the owners of the 320 Broadway Street to remove two parking spaces and install landscaping, hardscape and furniture to allow outdoor dining.

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.

1. Liability Claims, by Maria Perez De Jimenez
Claim against City of King
Gov. Code Section: 54956.95
2. Liability Claims, by Julieta Montelongo
Claim against City of King
Gov. Code Section: 54956.95
3. Liability Claims, by Xzavian Martinez
Claim against City of King
Gov. Code Section: 54956.95
4. Liability Claims, by Juan David Rodriguez Morado
Claim against City of King
Gov. Code Section: 54956.95

13. ADJOURNMENT

**City Council Meeting
June 25, 2019**

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

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

4. CLOSED SESSION ANNOUNCEMENTS:

Nothing at this time.

5. PRESENTATIONS:

6. PUBLIC COMMUNICATIONS:

7. COUNCIL COMMUNICATIONS:

Council Member Cullen stated he and the mayor attended the change of command at Fort Hunter Liggett. Thankful for all the men and women who go through the training to protect us. He will not be here the July 9th meeting. Salinas Valley Fair board having a fall festival September 20th-22nd. Because of the weather total overall attendance was down 20% and school tours were down 19%, gross revenue from the carnival was down 24%. Livestock auction was up. Southern Monterey County Foundation next grant cycle is in August and applications will be going out soon. Reminder that fireworks show is on July 3rd.

Mayor Pro Tem Victoria stated nothing to report.

Council Member Acosta stated nothing to report.

Council Member DeLeon stated nothing to report.

Mayor LeBarre stated Monterrey County Water Resource agency hired a general manager. Saturday June 22nd, he participated in Senator Caballero young legislator forum, very well attended. He had comments from the public on my street lighting around schools and parks. One stated that no sidewalk was an issue. He attended the Fort Hunter Liggett change of command. Attending a on June 26th Supervisor Chris Lopez meeting regarding production in Monterey County. Attending a meeting on Friday June 28th on Opportunity Zones.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams reminder of workshops on Prop 68 grant Sunday 9-11 at San Antonio Park.

City Attorney Roy Santos stated he had nothing at this time.

9. CONSENT AGENDA

- A. Meeting Minutes of June 11, 2019 Council Meeting
- B. City of King June 14, 2019 Invoices Paid
- C. Successor Agency June 14, 2019 Invoices Paid
- 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)
- E. Consideration: Agreement with Office Team for Human Resources Services
- F. Consideration: Rescinding of Agreement with Hypercar LLC for Use of Mesa Del Rey Airport for a Half Mile Shootout Speed Car Event
- G. Consideration: Memorandum of Understanding with the King City Confidential Employees Association (KCCEA)
- H. Consideration: FY 2019-20 Job Classification Plan

Council member Cullen pulled Item D.

Mayor Pro Tem Victoria pulled Item E and G.

Action: Motion to approve consent agenda items A, B, C, F and H by Victoria and seconded by Cullen.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Council member Cullen left the room.

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

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

NOES: Council Members:

ABSENT: Council Members: Cullen,

ABSTAIN: Council Members:

Council member Cullen returned to the room.

Mayor Pro Tem Victoria is concerned about the \$63.00 an hour.

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Mayor Pro Tem Victoria had a question on pay for the position.

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: A Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC for Hotel Project at 1023 Broadway Street

City Manager Adams introduced this item.

Action: Motion to continue this item to the regularly scheduled meeting on July 9, 2019 by DeLeon and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

- B. Consideration: 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)

City Manager Adams introduced this item.

City Attorney Santos further introduced this item.

City Attorney Santos read the title into the record.

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

Action: Motion to adopt Resolution declaring its intent to levy and collect assessments from the previously formed landscaping and lighting district by Cullen and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

11. REGULAR BUSINESS:

- A. Consideration: A Resolution Prioritizing and Supporting Active Transportation Projects and Community Events

City Manager Adams introduced this item.

Carmen Gill, Monterey County Health Department, did a presentation of how Ciclovía did and ask that the City approve the resolution to be able to work together again.

Kevin and David youth who helped make Ciclovía possible. Ruffled 20 bikes and gave out over 100 helmets. David feels if we had more activities like this because it helps the community come together. Kids were in the street laughing and having a great time.

Refugio Garcia spoke about his experience with the soccer activity that he had at Ciclovía. He thanked the Council and City for helping with the event. He would like to see more places for people to ride bicycles.

Mayor LeBarre thanked the team that worked on Ciclovía and the amazing job that they did.

Council member Cullen gave kudos to the young men who spoke tonight. Council member Cullen is very proud of the young people who worked on this event and would like to see future events. He would like to see if we could have a youth liaison for the council. He said that it is the two 17-year old's that are going to help build something great in King City.

Mayor Pro Tem Victoria gave praise to the group who put on this event.

Council member Acosta heard great things about the event and people in the community where all talking positively about it.

Council member DeLeon is very proud of how this event turned out.

Action: Motion to 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 by Cullen and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

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

City Manager Adams introduced this item.

Action: Motion to 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 by Victoria and seconded by Cullen.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

C. Consideration: Consideration: Ban on Use of Roundup and Other Glyphosate Weed Killers on City Property

City Manager Adams introduced this item.

Fernando Saurez Public Works Supervisor stated that they can post closure where Round-up is being sprayed until the Round-up is dry. Mayor Pro Tem Victoria would like to see public notification in Spanish. Mr. Saurez stated that staff can be suited up and wear masks as extra precaution.

Geoff English Public works Special Projects Coordinator stated that Mr. Saurez is a licensed pesticide sprayer and he has been trained and can train staff as well.

Action: Motion to 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 by Victoria and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

12. CITY COUNCIL CLOSED SESSION

- 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

ADJOURNMENT:

Mayor LeBarre adjourned to closed session at 7:11p.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: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF CITY OF KING JUNE 28, 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 28, 2019 INVOICES PAID
JULY 9, 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 28, 2019 (FY 2018-19)

Date: 06/28/2019

Time: 11:45 am

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KING CITY CITY HALL

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
76371	BREANA AGUILAR	06/28/2019 06/28/2019		WFB N	Training - 6/6/19	11.82
AGUILARB		06/06/2019		N	N	0.00
		06/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019			11.82

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-551.000	Conference, Travel & Meals	11.82	0.00
Distribution Total		11.82	0.00

Vendor Total: 11.82

76422	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY	06/28/2019 06/28/2019 06/18/2019		WFB N N	Supplies for Paper Towel Dispenser.	10.44 0.00
KCTVHARD	CA 93930	06/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2019	506843			10.44

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	10.44	0.00
Distribution Total		10.44	0.00

76423	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY	06/28/2019 06/28/2019 06/18/2019		WFB N N	Paper Towel Dispenser	-1.17 0.00
KCTVHARD	CA 93930	06/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2019	506859			-1.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.100	Building Repairs	-1.17	0.00
Distribution Total		-1.17	0.00

76424	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY	06/28/2019 06/28/2019 06/14/2019		WFB N N	Paper Towel Dispenser Bolts	5.43 0.00
KCTVHARD	CA 93930	06/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2019	506727			5.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.102	Janitorial Supplies	5.43	0.00
Distribution Total		5.43	0.00

76425	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY	06/28/2019 06/28/2019 06/18/2019		WFB N N	Door Nob for Rec Office.	108.73 0.00
KCTVHARD	CA 93930	06/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2019	506877			108.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	108.73	0.00
Distribution Total		108.73	0.00

76426	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY	06/28/2019 06/28/2019 06/18/2019		WFB N N	Chain for Chain Saw.	29.24 0.00
KCTVHARD	CA 93930	06/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2019	506878			29.24

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

June 28, 2019 (FY 2018-19)

Date: 06/28/2019

Time: 11:45 am

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KING CITY CITY HALL

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

10-425-522.118	Small Tools & Equipment					29.24	0.00
Distribution Total						29.24	0.00

76427	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019 06/25/2019		WFB N N N	Chain for Chain Saw.	23.91	0.00
KCTVHARD		0.00	507097	0		0.00	0.00
						23.91	

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-522.118	Small Tools & Equipment	23.91	0.00
Distribution Total		23.91	0.00

76428	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/17/2019 06/17/2019 06/17/2019		WFB N N N	Cleaning Supplies for City Park Playgrounds.	24.45	0.00
KCTVHARD		0.00	506816	0		0.00	0.00
						24.45	

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	24.45	0.00
Distribution Total		24.45	0.00

76435	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/27/2019 06/27/2019 06/27/2019		WFB N N N	Maint & Repairs at park.	56.30	0.00
KCTVHARD		0.00	507152	0		0.00	0.00
						56.30	

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	56.30	0.00
Distribution Total		56.30	0.00

76436	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/27/2019 06/27/2019 06/27/2019		WFB N N N	Maint & Repairs on Restroom at C B Park.	14.66	0.00
KCTVHARD		0.00	507155	0		0.00	0.00
						14.66	

GL Number	Account Name	Pay Amount	Relieve Amount
10-429-543.000	Repair & Maintenance	14.66	0.00
Distribution Total		14.66	0.00

76438	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019 06/25/2019		WFB N N N	Staples	7.93	0.00
KCTVHARD		0.00	507093	0		0.00	0.00
						7.93	

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-522.000	Operating Supplies	7.93	0.00
Distribution Total		7.93	0.00

76439	ALCANTAR HARDWARE INC 600 BROADWAY ST KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019 06/25/2019		WFB N N N	Mistake on Store Clerk.	-2.50	0.00
KCTVHARD		0.00	507094	0		0.00	0.00
						-2.50	

Edlt List of Invoices - Detail w/GL

June 28, 2019 (FY 2018-19)

Date: 06/28/2019

Time: 11:45 am

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KING CITY CITY HALL

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

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-522.000	Operating Supplies	-2.50	0.00
Distribution Total		-2.50	0.00

Vendor Total: 277.42

76372	ALVAREZ TECHNOLOGY GROUP	06/28/2019		WFB	PD Printer	
	P O BOX 965	06/28/2019		N		856.02
ALVAREZ	SALINAS	05/13/2019		N	N	0.00
	CA 93902	05/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/13/2019	51281			856.02

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-574.500	Computer Hardware/Software	856.02	0.00
Distribution Total		856.02	0.00

76373	ALVAREZ TECHNOLOGY GROUP	06/28/2019		WFB	PD Printer Install	
	P O BOX 965	06/28/2019		N		75.00
ALVAREZ	SALINAS	05/15/2019		N	N	0.00
	CA 93902	05/15/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/15/2019	51294			75.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-574.500	Computer Hardware/Software	75.00	0.00
Distribution Total		75.00	0.00

76374	ALVAREZ TECHNOLOGY GROUP	06/28/2019		WFB	Remote Access	
	P O BOX 965	06/28/2019		N		37.50
ALVAREZ	SALINAS	06/24/2019		N	N	0.00
	CA 93902	06/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/24/2019	51714			37.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-523.000	Computers & Printers	37.50	0.00
Distribution Total		37.50	0.00

Vendor Total: 968.52

76418	AT & T	06/28/2019		WFB	City Hall Telephone -	
	PO BOX 5025	06/28/2019		N	831 386-9066 718 1	231.24
AT & T	CAROL STREAM	06/20/2019		N	N	0.00
	IL 60197-5025	06/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/20/2019	06202019			231.24

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	231.24	0.00
Distribution Total		231.24	0.00

Vendor Total: 231.24

76375	AT&T	06/28/2019		WFB	KCPD Line - #9391048339	
	PO BOX 9011	06/28/2019		N		20.63
AT&T - C	CAROL STREAM	06/24/2019		N	N	0.00
	IL 60197-9011	06/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/24/2019	13228603			20.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.301	911 Dispatch Services	20.63	0.00

Edit List of Invoices - Detail w/GL

June 28, 2019 (FY 2018-19)

Date: 06/28/2019

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

Distribution Total					20.63	0.00
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76376	AT&T	06/28/2019		WFB	911 Line - #9391036550	
	PO BOX 9011	06/28/2019		N		20.04
AT&T - C	CAROL STREAM	06/24/2019		N	N	0.00
	IL 60197-9011	06/24/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/24/2019	13229192			20.04

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-536.301	911 Dispatch Services	20.04	0.00
Distribution Total		20.04	0.00

Vendor Total: 40.67

76378	CALIFORNIA WATER SERVICE CC	06/28/2019		WFB	Water - Acct #4640266666	
	P. O. BOX 51967	06/28/2019		N		12,609.84
CAL WATER	LOS ANGELES	06/12/2019		N	N	0.00
	CA 90051-6267	06/12/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/12/2019	06122019			12,609.84

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-541.101	Water	258.81	0.00
10-422-541.101	Water	132.66	0.00
10-311-541.101	Water	34.42	0.00
10-426-541.101	Water	4,659.90	0.00
10-426-541.101	Water	1,108.14	0.00
10-426-541.101	Water	1,034.47	0.00
10-620-541.101	Water	828.90	0.00
15-440-541.101	Water	39.53	0.00
10-161-541.101	Water	741.50	0.00
10-321-541.101	Water	267.52	0.00
10-426-541.101	Water	3,503.99	0.00
Distribution Total		12,609.84	0.00

Vendor Total: 12,609.84

76377	CAROLLO ENGINEERS, INC	06/28/2019		WFB	Recycled Water Study	
	P O BOX 30835	06/28/2019		N		239.09
CAROLLO	SALT LAKE CITY	06/14/2019		N	N	0.00
	UT 84130-0835	06/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2019	0178031			239.09

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	239.09	0.00
Distribution Total		239.09	0.00

Vendor Total: 239.09

76379	CSG CONSULTANTS INC	06/28/2019		WFB	CSO	
	550 PILGRIM DRIVE	06/28/2019		N		8,800.00
CSGCON	FOSTER CITY	06/14/2019		N	N	0.00
	CA 94404	06/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2019	25160			8,800.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.000	Professional Services	8,800.00	0.00
Distribution Total		8,800.00	0.00

Vendor Total: 8,800.00

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76432	DAVE'S REPAIR SERVICE 1105 OLD STAGE ROAD SALINAS	06/28/2019 06/28/2019 06/19/2019		WFB N N	Fuel Pump Inspection	98.10 0.00
DAVE'S REP	CA 93908 <Emailing Stub Disabled>	06/19/2019 06/19/2019	0.00 29941	Y	0	0.00 98.10

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-533.000	Contract Services	98.10	0.00
Distribution Total		98.10	0.00
Vendor Total:		98.10	

76381	DEPARTMENT OF CONSERVATIO 801 K STREET - MS 22-15 SACRAMENTO	06/28/2019 06/28/2019 06/30/2019		WFB N N	Fee Report - 4/1 - 6/30/19	606.79 0.00
DEPT CONS	CA 95814-3531 <Emailing Stub Disabled>	06/30/2019 06/30/2019	0.00 06302019	N	0	0.00 606.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.101	SMIP Fees	606.79	0.00
Distribution Total		606.79	0.00
Vendor Total:		606.79	

76380	DEPARTMENT OF JUSTICE CASHIERING UNIT SACRAMENTO	06/28/2019 06/28/2019 06/05/2019		WFB N N	Fingerprinting New Employees.	32.00 0.00
DEPT ACCNT	CA 94244-2550 <Emailing Stub Disabled>	06/05/2019 06/05/2019	0.00 379425	N	0	0.00 32.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-522.131	Recruitment Expenses	32.00	0.00
Distribution Total		32.00	0.00
Vendor Total:		32.00	

76384	JOVANY GARCIA 101 RIVER DR. KING CITY	06/28/2019 06/28/2019 06/18/2019		WFB N N	Basketball - 2.5 @ \$12	30.00 0.00
GARCIAJ	CA 93930 <Emailing Stub Disabled>	06/18/2019 06/18/2019	0.00 06182019	Y	0	0.00 30.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	30.00	0.00
Distribution Total		30.00	0.00
Vendor Total:		30.00	

76431	GREEN LINE 1128-A MADISON LANE SALINAS	06/28/2019 06/28/2019 06/20/2019		WFB N N	Clean Out Sewer Line.	1,320.00 0.00
GREEN L	CA 93907 <Emailing Stub Disabled>	06/20/2019 06/20/2019	0.00 13343373	N	0	0.00 1,320.00

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	1,320.00	0.00
Distribution Total		1,320.00	0.00

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

Vendor Total: 1,320.00

76437	GREEN'S ACCOUNTING P.O. BOX 698 GREENFIELD CA 93927 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/10/2019 06/10/2019 06/10/2019		WFB N N Y	Accounting Services N 0	14,864.50 0.00 0.00 14,864.50
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GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	89.50	0.00
10-131-534.102	Accounting Services	8,865.00	0.00
18-412-534.102	Accounting Services	4,432.50	0.00
22-422-534.102	Accounting Services	1,477.50	0.00
Distribution Total		14,864.50	0.00

Vendor Total: 14,864.50

76385	HARBIN CONSTRUCTION 214 VILLA DRIVE KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/19/2019 06/19/2019 06/19/2019		WFB N N Y	Repair Dive Board. N 0	1,012.00 0.00 0.00 1,012.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-620-543.000	Repair & Maintenance	1,012.00	0.00
Distribution Total		1,012.00	0.00

Vendor Total: 1,012.00

76402	IRMA SCOFIELD 46163 MEADOWBROOK DRIVE KING CITY CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/05/2019 06/05/2019 06/05/2019		WFB N N Y	Business Cards N 0	78.30 0.00 0.00 78.30
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GL Number	Account Name	Pay Amount	Relieve Amount
10-131-521.000	Office Supplies	39.15	0.00
10-121-521.000	Office Supplies	39.15	0.00
Distribution Total		78.30	0.00

Vendor Total: 78.30

76433	KELLY-MOORE PAINT COMPANY 260 GRIFFIN STREET SALINAS CA 93901 <Emailing Stub Disabled>	06/28/2019 06/28/2019 05/04/2019 05/04/2019 05/04/2019		WFB N N N	Supplies for Paint Machine. N 0	58.94 0.00 0.00 58.94
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GL Number	Account Name	Pay Amount	Relieve Amount
22-423-556.101	Painting & Striping Service	58.94	0.00
Distribution Total		58.94	0.00

76434	KELLY-MOORE PAINT COMPANY 260 GRIFFIN STREET SALINAS CA 93901 <Emailing Stub Disabled>	06/28/2019 06/28/2019 05/04/2019 05/04/2019 05/04/2019		WFB N N N	Paint Supplies. N 0	14.41 0.00 0.00 14.41
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GL Number	Account Name	Pay Amount	Relieve Amount
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22-423-556.101	Painting & Striping Service					14.41	0.00
Distribution Total						14.41	0.00

Vendor Total: 73.35

76429	L.A. HEARNE COMPANY 512 METZ ROAD KING CITY, CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/21/2019 06/21/2019		WFB N N N	Seed for Softball Field.		190.00 0.00 0.00 190.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	190.00	0.00
Distribution Total		190.00	0.00

76430	L.A. HEARNE COMPANY 512 METZ ROAD KING CITY, CA 93930 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/21/2019 06/21/2019		WFB N N N	Tree Stakes for San Antonio & Broadway Sign.		21.47 0.00 0.00 21.47
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GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.000	Repair & Maintenance	21.47	0.00
Distribution Total		21.47	0.00

Vendor Total: 211.47

76421	LINCOLN AQUATICS 2051 COMMERCE AVE. CONCORD CA 94520 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/13/2019 06/13/2019		WFB N N N	Pool Supply		1,830.86 0.00 0.00 1,830.86
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GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	1,830.86	0.00
Distribution Total		1,830.86	0.00

Vendor Total: 1,830.86

76386	LOS COCHES ANIMAL HOSPITAL 4TH & NESTLE RD., BOX 125 SOLEDAD CA 93960 <Emailing Stub Disabled>	06/28/2019 06/28/2019 05/21/2019 05/21/2019		WFB N N Y	Vet Care		276.00 0.00 0.00 276.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	276.00	0.00
Distribution Total		276.00	0.00

Vendor Total: 276.00

76387	LS DE LLC P O BOX 748613 LOS ANGELES CA 90074-8613 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019		WFB N N N	Internal Service		86.15 0.00 0.00 86.15
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GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.104	Internet Access	86.15	0.00

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

Distribution Total						86.15	0.00
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76388	LS DE LLC P O BOX 748613 LOS ANGELES CA 90074-8613 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019		WFB N N N	Telephone Service		921.55 0.00 0.00 921.55
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GL Number	Account Name	Pay Amount	Relieve Amount
10-161-541.103	Telephone	921.55	0.00
Distribution Total		921.55	0.00

Vendor Total: 1,007.70

76389	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/28/2019 06/28/2019 05/06/2019 05/06/2019		WFB N N N	Office Supplies		127.86 0.00 0.00 127.86
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.102	Copier Supplies	63.99	0.00
10-311-521.000	Office Supplies	63.87	0.00
Distribution Total		127.86	0.00

76390	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/28/2019 06/28/2019 05/07/2019 05/07/2019		WFB N N N	New Admin Desk.		1,073.64 0.00 0.00 1,073.64
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-523.100	Office Equipment	1,073.64	0.00
Distribution Total		1,073.64	0.00

76391	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/17/2019 06/17/2019		WFB N N N	Office Supplies		153.63 0.00 0.00 153.63
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GL Number	Account Name	Pay Amount	Relieve Amount
10-121-521.000	Office Supplies	134.51	0.00
10-422-521.000	Office Supplies	19.12	0.00
Distribution Total		153.63	0.00

Vendor Total: 1,355.13

76392	O'REILLY AUTOMOTIVE, INC. P.O. BOX 9464 SPRINGFIELD MO 65801-9464 <Emailing Stub Disabled>	06/28/2019 06/28/2019 06/25/2019 06/25/2019		WFB N N N	Vehicle Maint.		16.04 0.00 0.00 16.04
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	16.04	0.00
Distribution Total		16.04	0.00

Vendor Total: 16.04

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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	Inv. Date	Invoice No.	Hand Check Number/Date	Net Amount
	Email Address					
	PARODI INVESTIGATIVE SOLUTIC	06/28/2019		WFB	Background check	
	2401 WATERMAN BOULEVARD	06/28/2019		N		1,400.00
76441	FAIRFIELD	06/16/2019		N	N	0.00
PARODII	CA 94534	06/16/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/16/2019	2019-075			<u>1,400.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-558.312	Recruitment Expenses	1,400.00	0.00
Distribution Total		1,400.00	0.00

Vendor Total: 1,400.00

	STEPHEN PHILLIPS	06/28/2019		WFB	Reimburse for Hotel Stay.	
		06/28/2019		N	(Perishable Skills)	176.58
76393		06/13/2019		N	N	0.00
PHILLIPSS		06/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/13/2019	06132019			<u>176.58</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-551.000	Conference, Travel & Meals	176.58	0.00
Distribution Total		176.58	0.00

Vendor Total: 176.58

	PITNEY BOWES GLOBAL	06/28/2019		WFB	Postage Machine Lease	
	P O BOX 371887	06/28/2019		N	#0013093423	306.42
76395	PITTSBURGH	06/18/2019		N	N	0.00
PBGFS	PA 15250-7887	06/18/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/18/2019	3103214118			<u>306.42</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.101	Postage	306.42	0.00
Distribution Total		306.42	0.00

Vendor Total: 306.42

	PURCHASE POWER*PITNEY BOV	06/28/2019		WFB	Postage - #8000-9000-0188-8241	
	P.O. BOX 371874	06/28/2019		N		200.00
76394	PITTSBURG	06/11/2019		N	N	0.00
PURCHASE F	PA 15250-7874	06/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/11/2019	06112019			<u>200.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.101	Postage	200.00	0.00
Distribution Total		200.00	0.00

Vendor Total: 200.00

	QUALITY CODE PUBLISHING LLC	06/28/2019		WFB	Municode Supplement Print	
	2150 N 107TH ST STE 200	06/28/2019		N	& Website.	2,470.55
76396	SEATTLE	06/14/2019		N	N	0.00
QUALITY CO	WA 98133-9009	06/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/14/2019	2019-191			<u>2,470.55</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-554.101	Muni Code Printing	2,470.55	0.00
Distribution Total		2,470.55	0.00

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

Vendor Total: 2,470.55

76440	RON BLOMQUIST	06/28/2019	WFB	306 Broadway St - Facade	
	P O BOX 44	06/28/2019	N	Grant-Final Payment	2,076.34
BLOMQUIST	GONZALES	10/07/2018	N	N	0.00
	CA 93926	10/07/2018	Y	0	0.00
	<Emailing Stub Disabled>	10/07/2018	1647		2,076.34

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-538.100	Grant Programs	2,076.34	0.00
Distribution Total		2,076.34	0.00

Vendor Total: 2,076.34

76397	KAYLA SILVA	06/28/2019	WFB	Training - 6/6/19	
		06/28/2019	N		9.63
SILVAKA		06/06/2019	N	N	0.00
		06/06/2019	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019		9.63

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-551.000	Conference, Travel & Meals	9.63	0.00
Distribution Total		9.63	0.00

Vendor Total: 9.63

76398	SOCIAL VOCATIONAL SERVICES	06/28/2019	WFB	Car Washes	
	3555 TORRANCE BOULEVARD	06/28/2019	N		1,095.00
SVSCLIENT	TORRANCE	05/31/2019	N	N	0.00
	CA 90503	05/31/2019	N	0	0.00
	<Emailing Stub Disabled>	05/31/2019	25E1906-IN		1,095.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.315	Auto Detail Service	375.00	0.00
10-311-543.102	Janitorial Service	720.00	0.00
Distribution Total		1,095.00	0.00

Vendor Total: 1,095.00

76403	SURVEILLANCEGRID INTEGRATI	06/28/2019	WFB	Video Cameras	
	18450 TECHNOLOGY DRIVE	06/28/2019	N		14,032.98
SURVEI	MORGAN HILL	06/21/2019	N	N	0.00
	CA 95037	06/21/2019	N	0	0.00
	<Emailing Stub Disabled>	06/21/2019	1057		14,032.98

GL Number	Account Name	Pay Amount	Relieve Amount
13-315-574.154	Video Camera	14,032.98	0.00
Distribution Total		14,032.98	0.00

Vendor Total: 14,032.98

76382	TERESITA GARCIA ZANCHEZ	06/28/2019	WFB	Supplies for Oath of Office.	
		06/28/2019	N	Kindergarten Tour.	230.52
TGARCIA		06/19/2019	N	N	0.00
		06/19/2019	N	0	0.00
	<Emailing Stub Disabled>	06/19/2019	06192019		230.52

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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.		
	10-311-522.000	Operating Supplies			230.52
	Distribution Total				230.52

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.		
76383	TERESITA GARCIA ZANCHEZ	06/28/2019	WFB	Property & Evidence Book.	
		06/28/2019	N		45.95
TGARCIA		06/26/2019	N	N	0.00
		06/26/2019	0.00	N	0.00
	<Emailing Stub Disabled>	06/26/2019	06262019		45.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-554.000	Printing & Publishing	45.95	0.00
Distribution Total		45.95	0.00

Vendor Total: 276.47

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.		
76400	THE SALINAS CALIFORNIAN #107	06/28/2019	WFB	Zone Change -119 N Vanderhurst	
	P O BOX 677371	06/28/2019	N	ZC2019-001	704.37
SAL CAL	DALLAS	05/24/2019	N	N	0.00
	TX 75267-7371	05/24/2019	0.00	N	0.00
	<Emailing Stub Disabled>	05/24/2019	0003582340		704.37

GL Number	Account Name	Pay Amount	Relieve Amount
10-000-204.999	Misc Developer Accounts	704.37	0.00
Distribution Total		704.37	0.00

Vendor Total: 276.47

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.		
76401	THE SALINAS CALIFORNIAN #107	06/28/2019	WFB	Public Notices	
	P O BOX 677371	06/28/2019	N		-76.45
SAL CAL	DALLAS	05/24/2019	N	N	0.00
	TX 75267-7371	05/24/2019	0.00	N	0.00
	<Emailing Stub Disabled>	05/24/2019	05242019PN		-76.45

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-554.102	Public Notices	-76.45	0.00
Distribution Total		-76.45	0.00

Vendor Total: 627.92

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.		
76399	THE SPCA FOR MONTEREY COUI	06/28/2019	WFB	SPCA Services	
	P O BOX 3058	06/28/2019	N		5,525.00
SPCA	MONTEREY	05/31/2019	N	N	0.00
	CA 93942	05/31/2019	0.00	N	0.00
	<Emailing Stub Disabled>	05/31/2019	05-19		5,525.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	5,525.00	0.00
Distribution Total		5,525.00	0.00

Vendor Total: 5,525.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Taxes Withheld
	City	Disc. Date	Req. No.	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
76404	TORO PETROLEUM CORP.	06/28/2019	WFB	Gas - Acct #6835	
	308 W. MARKET ST.	06/28/2019	N		1,694.50
TORO	SALINAS	06/15/2019	N	N	0.00
	CA 93901	06/15/2019	0.00	N	0.00
	<Emailing Stub Disabled>	06/15/2019	GL20296		1,694.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	1,694.50	0.00
Distribution Total		1,694.50	0.00

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

Vendor Total: 1,694.50

76407	TRANSPORTATION AGENCY 55-B PLAZA CIRCLE SALINAS	06/28/2019 06/28/2019 06/27/2019		WFB N N	Duplicate Payment N	 231,730.53 0.00
TAMC	CA 93901 <Emailing Stub Disabled>	06/27/2019 06/27/2019	0.00 06272019	N	0	0.00 231,730.53

GL Number	Account Name	Pay Amount	Relieve Amount
22-000-464.102	County-TDA (LTF)	231,730.53	0.00
Distribution Total		231,730.53	0.00

Vendor Total: 231,730.53

76405	U.S. BANCORP EQUIPMENT FINA P.O. BOX 790448 ST LOUIS	06/28/2019 06/28/2019 06/13/2019		WFB N Y	City Hall Copier - #1152697 N	 512.99 0.00
U.S. BANCO	MO 63179-0448 <Emailing Stub Disabled>	06/13/2019 06/13/2019	0.00 387501042	N	0	0.00 512.99

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-543.201	Copier Maintenance	512.99	0.00
Distribution Total		512.99	0.00

76406	U.S. BANCORP EQUIPMENT FINA P.O. BOX 790448 ST LOUIS	06/28/2019 06/28/2019 06/07/2019		WFB N N	Copier Contract - #1152697 N	 278.42 0.00
U.S. BANCO	MO 63179-0448 <Emailing Stub Disabled>	06/07/2019 06/07/2019	0.00 387063084	N	0	0.00 278.42

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.201	Copier Maintenance	278.42	0.00
Distribution Total		278.42	0.00

Vendor Total: 791.41

76408	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS	06/28/2019 06/28/2019 06/06/2019		WFB N N	Various Charges - 8073 N	 10.40 0.00
U.S. BAN	MO 63179-0428 <Emailing Stub Disabled>	06/06/2019 06/06/2019	0.00 06062019MA	N	0	0.00 10.40

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-553.000	Training	10.40	0.00
Distribution Total		10.40	0.00

76409	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS	06/28/2019 06/28/2019 06/06/2019		WFB N N	Various Charges - #6938 N	 546.99 0.00
U.S. BAN	MO 63179-0428 <Emailing Stub Disabled>	06/06/2019 06/06/2019	0.00 06062019AW	N	0	0.00 546.99

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	20.00	0.00
10-621-535.111	Advertising	10.00	0.00
10-620-553.000	Training	17.56	0.00
10-620-522.000	Operating Supplies	19.89	0.00
10-621-522.000	Operating Supplies	10.00	0.00
10-620-535.111	Advertising	20.00	0.00

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
	10-621-522.000	Operating Supplies				26.96 0.00
	10-621-521.000	Office Supplies				73.93 0.00
	10-620-535.111	Advertising				5.00 0.00
	10-621-523.100	Office Equipment				14.13 0.00
	10-620-522.000	Operating Supplies				28.17 0.00
	10-620-522.000	Operating Supplies				11.49 0.00
	10-620-522.000	Operating Supplies				284.29 0.00
	10-621-523.100	Office Equipment				5.57 0.00
	Distribution Total					546.99 0.00

	U.S. BANK CORP PAYMENT SYST	06/28/2019		WFB	Various Charges - #4772	
	P.O. BOX 790428	06/28/2019		N		2,217.89
76410	ST. LOUIS	06/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	06/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	06/06/2019	06062019RM			2,217.89

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.000	Professional Services	15.80	0.00
10-311-522.109	Uniforms	55.13	0.00
10-311-538.000	Professional Services	63.20	0.00
10-311-551.000	Conference, Travel & Meals	534.24	0.00
10-311-538.000	Professional Services	63.20	0.00
10-311-538.000	Professional Services	19.75	0.00
10-311-538.000	Professional Services	31.60	0.00
10-311-538.000	Professional Services	31.60	0.00
10-311-553.000	Training	700.00	0.00
10-311-538.000	Professional Services	15.80	0.00
10-311-538.000	Professional Services	203.88	0.00
10-311-538.000	Professional Services	35.55	0.00
10-311-522.109	Uniforms	30.51	0.00
10-311-554.000	Printing & Publishing	0.99	0.00
10-311-554.000	Printing & Publishing	385.04	0.00
10-311-538.000	Professional Services	31.60	0.00
Distribution Total		2,217.89	0.00

	U.S. BANK CORP PAYMENT SYST	06/28/2019		WFB	Various Charges - #4772	
	P.O. BOX 790428	06/28/2019		N		2,561.85
76411	ST. LOUIS	05/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	05/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	05/06/2019	05062019RM			2,561.85

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-554.000	Printing & Publishing	451.95	0.00
10-311-521.000	Office Supplies	38.77	0.00
10-311-558.312	Recruitment Expenses	20.83	0.00
10-311-558.312	Recruitment Expenses	98.35	0.00
10-311-538.000	Professional Services	51.35	0.00
10-311-538.000	Professional Services	7.90	0.00
10-311-538.000	Professional Services	221.20	0.00
10-311-538.000	Professional Services	110.60	0.00
10-311-538.000	Professional Services	1,334.76	0.00
10-311-554.000	Printing & Publishing	0.99	0.00
10-311-538.000	Professional Services	39.50	0.00
10-311-538.000	Professional Services	27.65	0.00
10-311-538.000	Professional Services	102.70	0.00
10-311-538.000	Professional Services	15.80	0.00
10-311-538.000	Professional Services	39.50	0.00
Distribution Total		2,561.85	0.00

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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.		
	U.S. BANK CORP PAYMENT SYST	06/28/2019	WFB	Various Charges -	
	P.O. BOX 790428	06/28/2019	N		2,701.97
76412	ST. LOUIS	05/06/2019	N	N	0.00
U.S. BAN	MO 63179-0428	05/06/2019	0.00	N	0
	<Emailing Stub Disabled>	05/06/2019	05062019SAdams		2,701.97

GL Number	Account Name	Pay Amount	Relieve Amount
10-111-535.107	Community Promotion	426.64	0.00
10-111-535.107	Community Promotion	5.65	0.00
10-121-523.000	Computers & Printers	14.99	0.00
10-121-522.131	Recruitment Expenses	21.54	0.00
10-121-522.131	Recruitment Expenses	9.99	0.00
10-161-543.302	Gasoline	43.74	0.00
10-121-523.000	Computers & Printers	14.99	0.00
10-111-553.000	Training	26.04	0.00
10-111-553.000	Training	69.33	0.00
10-231-553.000	Training	215.00	0.00
10-111-551.000	Conference, Travel & Meals	39.68	0.00
10-231-553.000	Training	50.00	0.00
10-111-551.000	Conference, Travel & Meals	17.65	0.00
10-231-553.000	Training	195.02	0.00
10-231-553.000	Training	233.30	0.00
10-231-553.000	Training	1,318.41	0.00
Distribution Total		2,701.97	0.00

	U.S. BANK CORP PAYMENT SYST	06/28/2019	WFB	Various Charges - #2065	
	P.O. BOX 790428	06/28/2019	N		1,772.47
76419	ST. LOUIS	06/06/2019	N	N	0.00
U.S. BAN	MO 63179-0428	06/06/2019	0.00	N	0
	<Emailing Stub Disabled>	06/06/2019	06062019FS		1,772.47

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-543.301	Vehicles Repair & Maint	50.00	0.00
10-161-543.100	Building Repairs	153.61	0.00
22-424-522.000	Operating Supplies	39.99	0.00
15-440-543.000	Repair & Maintenance	328.77	0.00
10-426-522.000	Operating Supplies	34.43	0.00
10-426-553.000	Training	68.01	0.00
10-161-543.100	Building Repairs	880.12	0.00
22-423-522.000	Operating Supplies	8.20	0.00
22-423-522.000	Operating Supplies	8.20	0.00
22-423-522.000	Operating Supplies	8.20	0.00
10-161-543.100	Building Repairs	147.05	0.00
10-425-543.301	Vehicles Repair & Maint	45.89	0.00
Distribution Total		1,772.47	0.00

	U.S. BANK CORP PAYMENT SYST	06/28/2019	WFB	Various Charges - #2065	
	P.O. BOX 790428	06/28/2019	N		1,123.58
76420	ST. LOUIS	05/06/2019	N	N	0.00
U.S. BAN	MO 63179-0428	05/06/2019	0.00	N	0
	<Emailing Stub Disabled>	05/06/2019	05062019FS		1,123.58

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-539.999	Budget Contingency	184.63	0.00
15-440-522.000	Operating Supplies	449.00	0.00
22-423-522.000	Operating Supplies	34.33	0.00
10-423-551.000	Conference, Travel & Meals	22.27	0.00
10-423-551.000	Conference, Travel & Meals	27.41	0.00
10-423-551.000	Conference, Travel & Meals	145.23	0.00
10-426-522.118	Small Tools & Equipment	219.73	0.00
22-423-522.000	Operating Supplies	13.03	0.00

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Ref. No.	Vendor Name Vendor Address City	Post Date Pay. Date	PO Number Req. No.	Bank Hold? Sep. Ck.?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check	Gross Amount Taxes Withheld
Vendor No.	State/Province Zip/Postal Email Address	Disc. Date Due Date Inv. Date	Disc. % Invoice No.	1099?	Hand Check Number/Date	Discount Net Amount
	22-423-522.000	Operating Supplies				27.95 0.00
	Distribution Total					1,123.58 0.00

Vendor Total: 10,935.15

76413	VERIZON WIRELESS P.O. BOX 660108 DALLAS	06/28/2019 06/28/2019 06/12/2019		WFB N N	Cell Phone - #316524625-00001	200.39 0.00
VERIZON WI	TX 75266-0108 <Emailing Stub Disabled>	06/12/2019 06/12/2019	0.00 9831992803	N 0		0.00 200.39

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-541.108	Cellular Telephone	46.93	0.00
10-161-541.108	Cellular Telephone	0.18	0.00
10-321-541.108	Cellular Telephone	26.12	0.00
10-422-541.108	Cellular Telephone	100.42	0.00
10-621-541.108	Cellular Telephone	26.74	0.00
Distribution Total		200.39	0.00

76414	VERIZON WIRELESS P.O. BOX 660108 DALLAS	06/28/2019 06/28/2019 06/15/2019		WFB N N	Phones - #842068026-00001	957.70 0.00
VERIZON WI	TX 75266-0108 <Emailing Stub Disabled>	06/15/2019 06/15/2019	0.00 9832216606	N 0		0.00 957.70

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-541.108	Cellular Telephone	957.70	0.00
Distribution Total		957.70	0.00

Vendor Total: 1,158.09

76415	WATCHGUARD, INC P O BOX 677996 DALLAS	06/28/2019 06/28/2019 06/12/2019		WFB N N	Bodycam Mounts	371.94 0.00
WATCHG	TX 75267-7996 <Emailing Stub Disabled>	06/12/2019 06/12/2019	0.00 0020499	N 0		0.00 371.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.110	Patrol & Auto Equipment	371.94	0.00
Distribution Total		371.94	0.00

76416	WATCHGUARD, INC P O BOX 677996 DALLAS	06/28/2019 06/28/2019 06/19/2019		WFB N N	Body Cam Mounts	293.64 0.00
WATCHG	TX 75267-7996 <Emailing Stub Disabled>	06/19/2019 06/19/2019	0.00 0020611	N 0		0.00 293.64

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.110	Patrol & Auto Equipment	293.64	0.00
Distribution Total		293.64	0.00

Vendor Total: 665.58

76417	SOLEDAD ZAMORA 606 ASILOMAR SOLEDAD	06/28/2019 06/28/2019 06/15/2019		WFB N N	Rec Center Rental Security.	500.00 0.00
ZAMORAS	CA 93960 <Emailing Stub Disabled>	06/15/2019 06/15/2019	0.00 06152019	N 0		0.00 500.00

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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				

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

Grand Total:	321,743.11
Less Credit Memos:	-80.12
Net Total:	321,662.99
Less Hand Check Total:	0.00
Outstanding Invoice Total:	321,662.99

Total Invoices: 71



Item No. 9(C)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: JULY 9, 2019

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

**RE: CONSIDERATION OF SUCCESSOR AGENCY JUNE 28, 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:

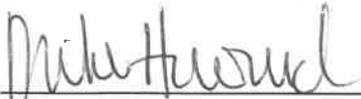
The following alternatives are provided for Council consideration:

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 28, 2019 INVOICES
PAID
JULY 9, 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 28, 2019 (FY 2018-19)SA

Date: 06/28/2019

Time: 12:12 pm

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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				
	GREEN'S ACCOUNTING	06/28/2019		SSA	Successor Agency	525.00
	P.O. BOX 698	06/28/2019		N		0.00
76442	GREENFIELD	06/10/2019		N	N	0.00
GREEN'S	CA 93927	06/10/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	06/10/2019	06102019SA			525.00

GL Number	Account Name	Pay Amount	Relieve Amount
61-000-534.102	Accounting Services	525.00	0.00
Distribution Total		525.00	0.00

Vendor Total: 525.00 ✓

Grand Total: 525.00
 Less Credit Memos: 0.00
 Net Total: 525.00
 Less Hand Check Total: 0.00
 Outstanding Invoice Total: 525.00

Total Invoices: 1



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF CITY OF KING KCCP PAYMENTS THROUGH JUN 25, 2019

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:

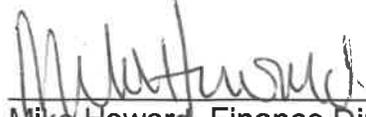
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL
CONSIDERATION OF CITY OF KING KCCP PAYMENTS THROUGH JUNE 25,
2018
JULY 9, 2019
PAGE 2 OF 2**

Exhibits:

1. Listing of ACH payments

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

City of King

King City Community Power

ACH Payments through Pilot Power

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
6/7/2019	Pilot Power Group	Administrative Fees & Loan Repayment	\$ 62,660.15
6/5/2019	California ISO	Purchase Power from Grid	\$ 3,988.75
6/11/2019	California ISO	Purchase Power from Grid	\$ 4,813.62
6/18/2019	California ISO	Purchase Power from Grid	\$ 4,322.36
6/25/2019	California ISO	Purchase Power from Grid	\$ 4,676.29

\$ 80,461.17



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AMENDMENT TO MAJOR CITYWIDE GOALS

RECOMMENDATION:

It is recommended the City Council approve by motion an amendment to the City's major citywide goals to add an emphasis on maintenance of City parks and facilities.

BACKGROUND:

Prior to the preparation of each budget, staff recommends, and the City Council adopts budget goals. These include operational goals for each department, which are based upon projected revenues, and major citywide goals. The major citywide goals are part of an attempt to target the City's efforts on a few critical priorities in order to more effectively make important progress. While the department goals specify how existing resources will be programmed, major citywide goals are the Council's determination of where the City will dedicate any new financial or personnel resources.

The Council last adopted the existing citywide goals at the February 12, 2019 meeting. Staff is continuously reviewing the goals as progress is made and community needs change. As a result, an amendment is recommended at this time.

DISCUSSION:

The existing major citywide goals or priorities include the following:

- Pay down the City's debt;
- Implement the Plan to End Youth Violence;

**CITY COUNCIL
CONSIDERATION OF AMENDMENT TO MAJOR CITYWIDE GOALS
JULY 9, 2019
PAGE 2 OF 2**

- Expand economic development efforts with particular focus on implementing the Downtown Streetscape Conceptual Plan;
- Increase maintenance and upgrade of the City's street, sidewalk and wastewater infrastructure; and
- Improve customer service.

It is recommended the fourth goal be changed to read as follows:

- Increase maintenance and upgrade of the City's infrastructure, parks and facilities.

The feedback received by staff from the community has increasingly focused on the maintenance deficiencies of the City's sports fields, parks and recreation facilities. As a result, staff has been working on development of strategies to address these needs. Since the goals are intended to reflect where available resources are directed, staff believes it is important to modify the major goals to help accommodate this effort and ensure that staff resource allocation accurately reflects the City's priorities.

COST ANALYSIS:

Staff is working on strategies to develop revenue sources for each of the City's park and recreational facility needs. However, no allocation of revenues or expenses is proposed at this time.

ENVIRONMENTAL REVIEW:

The goals are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, the change 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 the recommended modification to major citywide goals;
2. Make other modifications to the goals;
3. Do not approve the modification of the major citywide goals; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF APPROPRIATION OF CARRYOVER EXPENSES

RECOMMENDATION:

It is recommended the City Council appropriate \$86,250 from the General Fund for façade enhancement grants and improvements to the Adult Softball Field originally budgeted in FY 2018-19, but not yet completed.

BACKGROUND:

At the June 11, 2019 meeting, the City Council adopted the FY 2019-20/ FY 2020-21 Biennial Budget, which took effect on July 1st. However, there were some expenses anticipated to be completed in FY 2018-19 that were not completed. Therefore, these expenses need to be re-appropriated for the new fiscal year.

DISCUSSION:

The estimated costs for projects under way, but not yet completed include \$81,250 for façade enhancements and \$5,000 for improvements to the Adult Softball Field. Both of these projects are now proceeding so the appropriation is needed at this time.

COST ANALYSIS:

Revenues will be budgeted from the General Fund. Since the majority of these costs are for expenses not completed in FY 2018-19, there should be minimal impact to the projected year-end fund balance.

**CITY COUNCIL
CONSIDERATION OF APPROPRIATION OF CARRYOVER EXPENSES
JULY 9, 2019
PAGE 2 OF 2**

ENVIRONMENTAL REVIEW:

The appropriation is not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, the change 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. Reduce and then approve the appropriation;
3. Do not approve the appropriation; or
4. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 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 a revised FY 2019-20 Job Classification Plan.

BACKGROUND:

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

DISCUSSION:

The FY 2019-20 Job Classification Plan was adopted by City Council at the June 25, 2019 meeting. It is now being updated to incorporate the COLAs and equity adjustment approved in the new MOU for employees represented by SEIU.

COST ANALYSIS:

The cost increase in FY 2019-20 is estimated to be approximately \$30,000. 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

**CITY COUNCIL
CONSIDERATION OF FY 2019-20 JOB CLASSIFICATION PLAN
JULY 9, 2019
PAGE 2 OF 2**

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 non-represented employee pay rates 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 9th day of **July, 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	\$42,143.09	\$44,250.65	\$46,463.70	\$48,786.89	\$51,227.16	\$53,789.16
PUBLIC WORKS SUPERVISOR	\$59,031.36	\$61,982.93	\$65,082.07	\$68,336.18	\$71,752.99	\$75,340.64
BUILDING/MAINTENANCE STAFF						
MAINTENANCE WORKER I	\$33,057.85	\$34,710.99	\$36,447.58	\$38,269.95	\$40,183.92	\$42,194.09
MAINTENANCE WORKER II	\$38,279.23	\$40,193.19	\$42,203.38	\$44,314.41	\$46,530.95	\$48,857.61
MAINTENANCE WORKER II/ WASTEWATER SERVICES	\$36,363.64	\$38,182.09	\$40,092.34	\$42,096.95	\$44,202.31	\$46,413.51
MAINTENANCE WORKER III/ WASTEWATER SERVICES	\$42,106.40	\$44,212.50	\$46,423.71	\$48,745.85	\$51,184.03	\$53,743.37
SENIOR MAINTENANCE WORKER	\$44,286.59	\$46,501.96	\$48,827.47	\$51,268.89	\$53,833.21	\$56,525.05
STREET SWEEPER OPERATOR	\$38,279.23	\$40,193.19	\$42,203.38	\$44,314.41	\$46,530.95	\$48,857.61
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	\$47,937.67	\$50,334.55	\$52,851.53	\$55,494.79	\$58,270.52	\$61,184.91
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	\$50,589.62	\$53,120.26	\$55,776.27	\$59,566.18	\$61,494.85	\$64,569.59
ACCOUNTANT	\$48,180.59	\$50,590.72	\$53,120.26	\$55,777.21	\$58,566.53	\$61,494.85
ACCOUNTING TECHNICIAN	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
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	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
ASSISTANT PLANNER	\$69,557.60	\$73,036.59	\$76,689.46	\$80,524.33	\$84,551.65	\$88,779.52
CUSTOMER SERVICE ASSISTANT	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
POLICE CLERK I	\$32,475.90	\$34,100.04	\$35,805.34	\$37,596.42	\$39,476.76	\$41,451.00
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. 9(H)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING
WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 521**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution ratifying a Memorandum of Understanding between the City of King and the Service Employees International Union Local 521 (SEIU) for the period of July 1, 2019 through June 30, 2022.

BACKGROUND:

The City's current MOU with SEIU is due to expire on June 30, 2019. The City's appointed negotiators have met and conferred with representatives of SEIU 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
- 7% Equity Adjustment in FY 2019-20 for the Code Enforcement Officer 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.

**CITY COUNCIL
CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521
JULY 9, 2019
PAGE 2 OF 2**

- Modified language regarding union shop and payroll deductions in order to comply with the recent Janus U.S. Supreme Court decision.

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 \$,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
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521**

WHEREAS, the City of King and Service Employees International Union Local 521 (SEIU) pursuant to Section 3505 of the Meyers-Milias-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 SEIU 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 ratified and adopted.

Section 2. That the City and SEIU 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 SEIU.

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

MEMORANDUM OF UNDERSTANDING

Between

CITY OF KING

And

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 521

July 1, 2019 - June 30, 2022

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ARTICLE I RECOGNITION

SECTION 1 - ADMINISTRATION

- 1.1 The City of King City (hereinafter the "City") recognizes the Service Employee's International Union Local 521 (hereinafter "SEIU") 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 SEIU.
- 1.3 It is agreed that this Memorandum of Understanding (MOU) was negotiated pursuant to Chapter 10 (Section 3500 et. Seq.) 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 SEIU 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 SEIU agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied to all employees subject to this Memorandum of Understanding.

SECTION 2 - PAYROLL DEDUCTION

- 2.1 The City agrees to deduct as a single bi-weekly deduction, membership dues for SEIU represented City employees and any other such deductions mutually approved by the City and the SEIU Board of Directors and authorized, in writing, by the individual members of SEIU. No deductions shall be taken from the third paycheck of the month, which occurs twice each calendar year.
- 2.2 No employee shall be obligated to pay membership dues to SEIU until the first of the month following thirty (30) calendar days after the employee is hired or joins SEIU.
- 2.3 Any and all Agency fees, if any, ceased and shall not be deducted from and after June 27, 2018, in compliance with Janus v. AFSCME.
- 2.4 Any changes in previously authorized deduction amounts shall be initiated by SEIU no more than once per month and shall provide the city thirty (30) calendar days' notice.
- 2.5 An employee, who has previously authorized the City to make SEIU deductions and who wishes to cancel such authorization, may do so only in writing in accordance with the terms and conditions of membership listed on the membership application. It shall be the responsibility of SEIU to forward such written cancellation and notice to the City on a

timely basis. Unauthorized deductions shall be the responsibility of SEIU and SEIU agrees to hold the city harmless for any claims of unauthorized deductions.

- 2.6 When the member has no earnings during a particular pay period, no membership dues, deductions or any other authorized deductions shall be withheld from future earnings to cover that period.
- 2.7 It is further agreed that SEIU shall indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with provisions of this Section.
- 2.8 The City shall notify the designated union representative or shop steward in writing or via email regarding new hires at least ten (10) calendar days prior to the employee's orientation unless there is an urgent need to hire such individual with less notice that was not reasonably foreseeable or the determination of hire was made with less than ten (10) days' notice. Within the earlier of thirty (30) calendar days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the union representative or shop steward with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers except that per Government Code Section 6254.3, the City will not provide SEIU with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request to the City regarding non-disclosure of said information.
- 2.9 In compliance with California's AB 119, new hires in the bargaining unit represented by SEIU may receive a union card with her/his new employee orientation packet. SEIU shall be permitted one (1) hour after each new hire orientation session to talk to new Unit members to explain rights and benefits under the MOU.
- 2.10 Upon any change of union officers or shop stewards SEIU shall provide City with a current list of all union representatives/officers and shop stewards and each members' contact information including name, address, title, worksite, phone numbers and email addresses, in writing, within thirty (30) days of such change.

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.
- 1.4 Effective July 6, 2019 the Code Enforcement Officer position shall receive a 7% equity adjustment.

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. Advancement between steps 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 the City Manager's 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's 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 are eligible to receive overtime compensation in the form of either regular overtime pay or compensatory time off ("CTO"), at their request, calculated at the regular overtime rate of one and one-half (1 ½) times the employee's regular hourly rate. The option to elect CTO in lieu of regular overtime pay shall be limited to keeping any employee's CTO accrual within existing CTO caps.
- 6.2 No employee shall work overtime unless authorized in advance to do so by the department head, City Manager or designee.

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 the operations of City Hall.
- 7.4 Regardless of work schedule, the standard work week shall be 40 hours.
- 7.5 Public Works maintenance staff shall work a 9-80 schedule.

SECTION 8 - OVERTIME COMPENSATION

- 8.1 Employees shall receive overtime paid at one and one-half (1 ½) times their prevailing pay rate; or compensatory leave time, credited at one and one half (1 ½) hours, for the overtime work performed as follows:
- a. Work performed in excess of eight (8) hours in a workday in a five (5) day work week;
 - b. Work performed in excess of ten (10) hours in a workday in a four (4) day work week;
 - c. Work performed in excess of nine (9) hours in any of the eight (8) scheduled nine (9) hour workdays, or in excess of eight (8) hours on the sole scheduled eight (8) hour workday in a 9/80 work week.

- d. Work performed in excess of forty (40) hours in a work week.
- 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, with the amount of pay equal to the hours that the employees would normally be scheduled to work for that day, unless required to report to work by the department head in order to maintain City services.
- 9.2 Employees required to work on a holiday may, at their option, receive either: (1) paid time at one and one-half (1 ½) times their regular hourly rate; or (2) compensatory time off ("CTO"), credited at one and one-half (1 ½) hours, for each hour worked on the holiday. Employees shall request either compensatory leave or paid time for all hours worked on a holiday. In the absence of an advance written request for (CTO) by an employee, the employee shall be paid for any holiday worked. The right of an employee to elect (CTO) in lieu of pay under this provision shall be subject to and limited to existing (CTO) caps.

SECTION 10 - CALL BACK/STANDBY PAY

- 10.1 Employees "called back" to work due to an emergency, or to complete a critical work assignment shall be paid a minimum of two (2) hours overtime.
- 10.2 Employees required, by virtue of their position or assigned responsibilities to be available on an "on-call" basis during non-work hours, designated days off, Saturday, Sunday and/or holidays, shall be compensated a minimum of four (4) hours overtime, per non-work day.

SECTION 11 - CLASS A/B LICENSE PAY

- 11.1 The City agrees to pay employees required to possess a Class A or B California Driver's License during the course of employment, 2.5% of their prevailing pay rate per month.
- 11.2 To qualify for such compensation, the Class A or B driver's license must be required to perform the duties of the employee's assigned classification.
- 11.3 Employees required to operate vehicles that require possession of a Class A or B driver's license, shall be enrolled in the City's federally mandated drug testing program.
- 11.4 License fees for Class A and or B driver's licenses shall be paid by the City.

SECTION 12 - WASTEWATER PLANT OPERATOR CERTIFICATION

12.1 Employees maintaining a Wastewater Plant Operator Certificate in Training, as part of required job duties, shall receive an additional 2.5% of their prevailing wage rate.

12.2 Employees maintaining current Wastewater Plant Operator's Certificate, Grade 1, 2, 3, 4 or 5, as part of required job duties, shall receive an additional total of 5% of their prevailing wage rate per month.

SECTION 13 - ALLOWANCE FOR UNIFORMS

13.1 The City shall provide uniforms for the following employees affected by this MOU:

- Code Enforcement Officer
- Maintenance Worker I
- Maintenance Worker II
- Senior Maintenance Worker
- Police Clerk I
- Police Clerk Supervisor
- Street Sweeper Operator
- Transit Operator

13.2 Uniforms for covered Public Works employees shall include.

- Five (5) Shirts
- Five (5) Pair of Pants
- One (1) Sweatshirt and
- One (1) All Weather Jacket
- Annually

13.3 Uniforms for Police Department employees shall include.

- Three (3) Shirts
- Three (3) Pair of Pants
- One (1) Sweater or Jacket, and
- Two (2) pairs of shoes or boots
- Annually

13.4 Employees shall not be permitted to wear work uniforms while not on duty.

13.5 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.

SECTION 14 - ALLOWANCE FOR SAFETY SHOES

- 14.1 Public Works employees are required to wear safety shoes at all times during the course of a workday.
- 14.2 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.

SECTION 15 - BILINGUAL PAY

- 15.1 The City shall provide bilingual incentive pay, in the amount of \$150 per month, to those employees who pass a bilingual proficiency test.
- 15.2 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.

SECTION 16 - EDUCATION PAY

Employees who possess or receive educational degrees related to their job category will be paid an education allowance in addition to their base pay. Degrees that are a part of the minimum requirement for a job are specifically excluded from qualifying an employee for this allowance. Each employee is encouraged to develop and submit an educational plan to their supervisor for review. The Employee and the City will jointly review the employee's educational plans, review scheduling and agree on a written plan as part of their annual Performance Evaluation. In order to promote diversity of study, the following requirements will apply:

- AA 3%
- BA 5%
- MA 5%

Before an employee embarks on a degree program, the department manager, with concurrence of the City Manager, will determine, in advance, if a proposed degree would qualify the employee for this allowance.

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.

Employees shall contribute one hundred dollars (\$100.00) per month towards employee only health premium and a flat fee of \$37.50 per month for dependent coverage.

1.2 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.

1.3 City shall pay increased health, vision and dental premiums that may occur until June 2021.

1.4 The City and the Union 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.

1.5 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 this Memorandum of Understanding at the request of the either 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 CONTRIBUTION
(P.E.R.S.)**

3.1 The City shall enroll all "miscellaneous" employees hired before January 1, 2013 in the 2% at 55 CalPERS Plan, including 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;
- c. retirement COLA maximum of 2%.

3.2 Miscellaneous employees hired before January 1, 2013 shall pay 100% percent of the mandatory seven percent (7%), or the applicable percentage as set by CalPERS, of the miscellaneous employee's gross pre-tax salary as the employee's share of the retirement plan to CalPERS.

3.3 The City shall enroll all miscellaneous employees hired on or after January 1, 2013 in the 2% at 62 CalPERS Plan, including 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;
- c. retirement COLA maximum of 2%.

3.4 Miscellaneous employees hired on or after January 1, 2013 shall pay 100% percent of the mandatory six and one quarter percent (6.25%), or the applicable percentage as set by CalPERS, of the miscellaneous employee's gross pre-tax salary as 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 SEIU 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 SEIU 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.

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:
 - 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. The City encourages employees to take a minimum of ten (10) days of vacation leave and the City shall not unreasonably deny vacation requests.
- (8) 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. SEIU hours (excluding Floating Holiday) shall be cashed out first before vacation accruals, during the term of this agreement.

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 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 in excess of three consecutive (3) workdays, the City Manager may require the employee to present, as soon as reasonably possible, a personal certification and/or doctor's verification that the employee is ill or 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 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.
- 2.4 An employee on sick leave shall regularly inform his/her supervisor of their estimated leave status, medical restrictions and their anticipated return to duty. Both the employer and the employee shall remain available to engage in the interactive process regarding the employee's ability to perform essential functions of their position.

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 paid 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)
- 4.3 Every day proclaimed by the President, Governor or Mayor of this City as a public holiday.
- 4.4 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.
- 4.5 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.

- 4.6 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.
- 4.7 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 each calendar year.
- 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 In addition to disability payments required by statute, 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.

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 399.5.

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.
- 9.4 Probationary employees are not eligible for unpaid leaves of absence, except as required by law.
- 9.5 Employees requesting family leave shall state in writing the reasons for the request. In all cases, the City Manager shall retain exclusive authority for approving such leave and its duration. The employee shall have no appeal rights with respect to this decision.
- 9.6 The City shall comply with the Family Medical Leave Act of 1993 in all respects.
- 9.7 The City shall comply with the California Family Rights Act of 1993 in all respects.

SECTION 10 - TIME OFF FOR VOTING

Time off with pay to vote at any general, direct primary or presidential primary election shall be granted as provided in the California Election Code. Notice that an employee desires time off shall be in accordance with the provisions of said code.

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 conditions, contained within this Section, shall be prerequisite to such a layoff.
- 1.2 Management shall meet and consult with the representative of SEIU 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 be released from the class first.
- 1.4 All employees in the class are 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 are 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 mandated 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 or 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, political party or activity, national origin, sexual preference, age, marital status, medical condition (cancer related), pregnancy, or pregnancy related conditions, physical or mental disability, Union activity or Union 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 An SEIU 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 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 an SEIU representative, legal counsel or a representative of their choice at pre-disciplinary conferences and/or post-disciplinary appeal hearings.

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 fifteen (15) working days from the incident or decision generating the grievance.
- 2.2 If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal, written grievance.

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 supervisor shall render a written decision regarding its merits.

- 3.6 If the immediate 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.
- 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 when 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 five (5) 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.
- 3.12 The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted 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.
- 3.17 If the decision of the City Manager does not resolve the grievance to the employee's satisfaction, the employee may seek redress of the grievance through regular legal channels.

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 HEARING

- 1.1 A non-probationary employee, who believes he or she has been suspended demoted without alleged just cause, shall have the right to appeal the imposition of that disciplinary action.
- 1.2 When an employee, the employee's representative, or the employee's legal counsel requests a disciplinary hearing, the request shall be in writing, signed by the employee, and presented to the Employee Relations Officer within ten (10) days after the notification date of the imposition of the disciplinary action. 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 Unless requested to be open to the public by the employee, all disciplinary hearings shall be conducted in private.
- 1.4 If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing including all rights to further appeal the disciplinary action.

SECTION 2 - SCHEDULING OF DISCIPLINARY HEARING

- 2.1 The City shall schedule any disciplinary hearing dates within ten (10) days after the filing of the employee's request, 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 hearings.
- 3.2 The City Manager may authorize a designee to serve as the hearing officer for any disciplinary 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 from a list of five (5) names submitted by an outside source mutually agreed upon by the City and SEIU.
 - b. The selection process shall consist of the City and SEIU alternately striking a name from the list until one name remains which will be the appointed hearing officer. A coin toss shall determine which side initiates the above mentioned process.
 - c. The cost for the hearing officer shall be shared equally by the City and SEIU.

SECTION 4 - REPRESENTATION AT DISCIPLINARY HEARING

- 4.1 The employee may appear at the disciplinary hearing with his/her designated SEIU representative and/or representative.
- 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

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

5.2 The disciplinary hearing shall be conducted according to the technical rules of evidence.

SECTION 6 - CONDUCT OF DISCIPLINARY HEARING

6.1 The conduct of the disciplinary 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 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 of Federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the SEIU 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 SEIU when approved and adopted by both parties.
- 2.2 Except as otherwise provided herein this MOU shall be in full force and effect from July 1, 2015, and shall remain in full force and effect to and including June 30, 2018.

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, SEIU 521 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 SEIU 521 members can provide within neighboring cities;
- 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 Milias

Brown Act (MMBA). 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.

CLASSIFICATION - A position or positions that describes 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 within 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 in the job class for the City.

For the City



Steven Adams, City Manager

7/2/19

Date

For the Union

Jay Donato, Internal Organizer

Date

Maricruz Aguilar, Steward

Date



Ramon Ramos, Steward

7-2-19

Date



Carla Castanon, Steward

7-2-19

Date

APPENDIX A

Positions affected by this Memorandum of Understanding shall include:

ACCOUNTANT
ACCOUNTING TECHNICIAN
ADMINISTRATIVE ASSISTANT
ASSISTANT PLANNER
BUILDING INSPECTOR
CODE ENFORCEMENT OFFICER
CUSTOMER SERVICE ASSISTANT
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER I/ WASTEWATER SERVICES
MAINTENANCE WORKER II/ WASTEWATER SERVICES
POLICE CLERK I
POLICE CLERK SUPERVISOR
SENIOR ACCOUNTANT
SENIOR MAINTENANCE WORKER
STREET SWEEPER OPERATOR

APPENDIX B

**SALARY SCHEDULE
EFFECTIVE 7/6/19**

Title	A	B	C	D	E	F
Accountant	\$48,180.59	\$50,590.72	\$53,120.26	\$55,777.32	\$58,566.53	\$61,494.85
Accounting Technician	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
Administrative Assistant	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
Assistant Planner	\$69,557.60	\$73,036.59	\$76,689.46	\$80,524.33	\$84,551.65	\$88,779.52
Building Inspector	\$61,304.73	\$64,371.01	\$67,590.32	\$70,970.76	\$74,519.29	\$78,246.36
Code Enforcement Officer	\$47,937.67	\$50,334.55	\$52,851.53	\$55,494.79	\$58,270.52	\$61,184.91
Customer Service Assistant	\$40,151.46	\$42,159.32	\$44,268.04	\$46,482.25	\$48,806.60	\$51,248.03
Maintenance Worker I	\$33,057.85	\$34,710.99	\$36,447.58	\$38,269.95	\$40,183.92	\$42,194.09
Maintenance Worker II	\$38,279.23	\$40,193.19	\$42,203.38	\$44,314.41	\$46,530.95	\$48,857.61
Maintenance Worker I/Wastewater Services	\$36,363.64	\$38,182.09	\$40,092.34	\$42,096.95	\$44,202.31	\$46,413.51
Maintenance Worker II/Wastewater Services	\$42,106.40	\$44,212.50	\$46,423.71	\$48,745.85	\$51,184.03	\$53,743.37
Police Clerk I	\$32,475.90	\$34,100.04	\$35,805.34	\$37,596.42	\$39,476.76	\$41,451.00
Police Clerk Supervisor	\$42,143.09	\$44,250.65	\$46,463.70	\$48,786.89	\$51,227.16	\$53,789.16
Senior Accountant	\$50,589.62	\$53,120.26	\$55,776.27	\$58,566.18	\$61,494.85	\$64,569.59
Senior Maintenance Worker	\$44,286.59	\$46,501.96	\$48,827.47	\$51,268.89	\$53,833.21	\$56,525.05
Steet Sweeper Operator	\$38,279.23	\$40,193.19	\$42,203.37	\$44,314.41	\$46,530.95	\$48,857.61

APPENDIX C

**SALARY SCHEDULE
EFFECTIVE 7/4/20**

Title	A	B	C	D	E	F
Accountant	\$49,626.01	\$52,108.44	\$54,713.87	\$57,450.64	\$60,323.53	\$63,339.70
Accounting Technician	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Administrative Assistant	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Assistant Planner	\$71,644.33	\$75,227.69	\$78,990.14	\$82,940.06	\$87,088.20	\$91,442.91
Building Inspector	\$63,143.87	\$66,302.14	\$69,618.03	\$73,099.88	\$76,754.87	\$80,593.75
Code Enforcement Officer	\$49,375.80	\$51,844.59	\$54,437.08	\$57,159.63	\$60,018.64	\$63,020.46
Customer Service Assistant	\$41,356.00	\$43,424.10	\$45,596.08	\$47,876.72	\$50,270.80	\$52,785.47
Maintenance Worker I	\$34,049.59	\$35,752.32	\$37,541.01	\$39,418.05	\$41,389.44	\$43,459.91
Maintenance Worker II	\$39,427.61	\$41,398.99	\$43,469.48	\$45,643.84	\$47,926.88	\$50,323.34
Maintenance Worker I/Wastewater Services	\$37,454.55	\$39,327.55	\$41,295.11	\$43,359.86	\$45,528.38	\$47,805.92
Maintenance Worker II/Wastewater Services	\$43,369.59	\$45,538.88	\$47,816.42	\$50,208.23	\$52,719.55	\$55,355.67
Police Clerk I	\$33,450.18	\$35,123.04	\$36,879.50	\$38,724.31	\$40,661.06	\$42,694.53
Police Clerk Supervisor	\$43,407.38	\$45,578.17	\$47,857.61	\$50,250.50	\$52,763.97	\$55,402.83
Senior Accountant	\$52,107.31	\$54,713.87	\$57,449.56	\$60,323.17	\$63,339.70	\$66,506.68
Senior Maintenance Worker	\$45,615.19	\$47,897.02	\$50,292.29	\$52,806.96	\$55,448.21	\$58,220.80
Steet Sweeper Operator	\$39,427.61	\$41,398.99	\$43,469.47	\$45,643.84	\$47,926.88	\$50,323.34

APPENDIX D

**SALARY SCHEDULE
EFFECTIVE 7/3/21**

Title	A	B	C	D	E	F
Accountant	\$51,114.79	\$53,671.69	\$56,355.28	\$59,174.16	\$62,133.23	\$65,239.89
Accounting Technician	\$42,596.68	\$44,726.82	\$46,963.96	\$49,313.02	\$51,778.92	\$54,369.04
Administrative Assistant	\$42,596.68	\$44,726.82	\$46,963.96	\$49,313.02	\$51,778.92	\$54,369.04
Assistant Planner	\$73,793.66	\$77,484.52	\$81,359.85	\$85,428.26	\$89,700.85	\$94,186.19
Building Inspector	\$65,038.19	\$68,291.20	\$71,706.57	\$75,292.88	\$79,057.51	\$83,011.56
Code Enforcement Officer	\$50,857.07	\$53,399.92	\$56,070.19	\$58,874.42	\$61,819.19	\$64,911.07
Customer Service Assistant	\$42,596.68	\$44,726.82	\$46,963.96	\$49,313.02	\$51,778.92	\$54,369.04
Maintenance Worker I	\$35,071.07	\$36,824.89	\$38,667.24	\$40,600.59	\$42,631.12	\$44,763.71
Maintenance Worker II	\$40,610.44	\$42,640.96	\$44,773.57	\$47,013.16	\$49,364.68	\$51,833.04
Maintenance Worker I/Wastewater Services	\$38,578.19	\$40,507.38	\$42,533.96	\$44,660.65	\$46,894.23	\$49,240.09
Maintenance Worker II/Wastewater Services	\$44,670.68	\$46,905.04	\$49,250.91	\$51,714.47	\$54,301.14	\$57,016.34
Police Clerk I	\$34,453.68	\$36,176.73	\$37,985.89	\$39,886.04	\$41,880.89	\$43,975.37
Police Clerk Supervisor	\$44,709.60	\$46,945.51	\$49,293.34	\$51,758.01	\$54,346.89	\$57,064.92
Senior Accountant	\$53,670.53	\$56,355.28	\$59,173.04	\$62,132.86	\$65,239.89	\$68,501.88
Senior Maintenance Worker	\$46,983.64	\$49,333.93	\$51,801.06	\$54,391.17	\$57,111.65	\$59,967.43
Steet Sweeper Operator	\$40,610.44	\$42,640.96	\$44,773.56	\$47,013.16	\$49,364.68	\$51,833.04



Item No. 9(1)

STAFF REPORT

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF MULTI-WAY STOP CONTROL AT THE INTERSECTION OF BROADWAY STREET AND SAN LORENZO STREET

RECOMMENDATION:

It is recommended the Council: 1) adopt a Resolution approving converting the Broadway Street / San Lorenzo Street intersection to multi-way stop control; 2) appropriate \$3,000 from the General Fund to install new signs and striping; and 3) adopt a finding of a Categorical Exemption pursuant to Section 15301 of the CEQA Guidelines.

BACKGROUND:

The intersection of Broadway Street and San Lorenzo Street has experienced two serious accidents involving vehicles and pedestrians during the past several months. The City has received a request to make improvements to address safety concerns. The City is in the process of requesting proposals from traffic engineering firms to develop a Local Road Safety Plan, which will include an analysis of a number of the City's intersections, crosswalks and stops. The Plan is being funded by a \$75,000 grant approved by Caltrans. The plan will be initiated in 2019 and completed in 2020. Given concerns regarding recent accidents at this intersection, staff contracted with a professional traffic engineering firm to assess this intersection in the meantime to identify any potential recommendations to help reduce the potential for additional accidents in the future.

DISCUSSION:

Since the Local Road Safety Plan will not be completed until 2020, the City hired Ruggeri-Jensen-Azar (RJA) to prepare a Multi-Way Stop Warrant Evaluation. According to the 2014 CA Manual on Uniform Traffic Control Devices (MUTCD)

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CONSIDERATION OF MULTI-WAY STOP CONTROL AT THE INTERSECTION
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JULY 9, 2019
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which provides uniform standards and specifications for all official traffic control devices, traffic volumes at a study intersection should be evaluated prior to a multi-way stop sign installation. The evaluation at Broadway Street and San Lorenzo Street included a 12-hour traffic count. Traffic data was collected on June 20, 2019 for cars, trucks, buses, bicyclists, and pedestrians.

The intersection was evaluated for collision history, left turn activity, vehicle/pedestrian conflict, sight distance, similar streets and other relevant issues. Of the six multi-way stop control warrant criteria, only one was found to meet the criteria at this intersection – the sight distance criteria. However, taking into consideration the nature and severity of the recent accidents, and given the objectives to prevent additional accidents involving pedestrians, a multi-way stop has been determined to be an effective measure to accomplish this objective and is recommended. The consultant has also recommended it be evaluated over the next two-year period.

COST ANALYSIS:

The cost of adding new signs and striping will be \$3,000, which is recommended to be funded from an appropriation from the General Fund.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that if it falls within the Categorical Exemption set forth in Section 15301 of the CEQA guidelines because the project is to add stop signs and restriping of an existing intersection and will not result in the expansion of capacity of Broadway Street. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

- 1) Approve staff's recommendations;
- 2) Direct staff to delay enhancements until the Roadway Safety Plan is completed;
- 3) Do not approve staff's recommendations; or
- 4) Provide other direction.

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CONSIDERATION OF MULTI-WAY STOP CONTROL AT THE INTERSECTION
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Exhibits:

1. Multi-Way Stop Control Warrant Evaluation
2. Resolution 2019-

Submitted by:



Octavio Hurtado, City Engineer

Approved by:



Steven Adams, City Manager

RESOLUTION No. 2019-4726

**APPROVAL OF MULTI-WAY STOP CONTROL AT THE INTERSECTION OF
BROADWAY STREET AND SAN LORENZO STREET**

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

WHEREAS, the City has recently received requests for safety improvements to the intersection of Broadway Street and San Lorenzo Street; and

WHEREAS, the City hired a Traffic Engineer to perform a Multi-way Stop Control Evaluation at the intersection of Broadway Street and San Lorenzo Street; and

WHEREAS, the Multi-way Stop Control Evaluation recommends the City convert the Broadway Street / San Lorenzo Street intersection to multiway stop control.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

That the City convert the Broadway Street / San Lorenzo Street intersection to multiway stop control.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 9th day of July, 2019, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

Roy C. Santos, City Attorney



July 2, 2019

Octavio Hurtado, City Engineer
King City
212 S. Vanderhurst Ave
King City, CA 93930

Re: Multi-Way Stop Control Warrant Evaluation – Broadway Street / San Lorenzo Street, Monterey County, California

Dear Mr. Hurtado,

Rugger-Jensen-Azar has prepared a multi-way stop control warrant analysis for the Broadway Street / San Lorenzo Street intersection (Project Intersection) in King City, California. A total of six criteria for multi-way installation are evaluated, based upon the requirements in Section 2B.07 of the 2014 California Manual on Uniform Traffic Control Devices (2014 CA MUTCD). The results and conclusions of the analysis are discussed throughout this report.

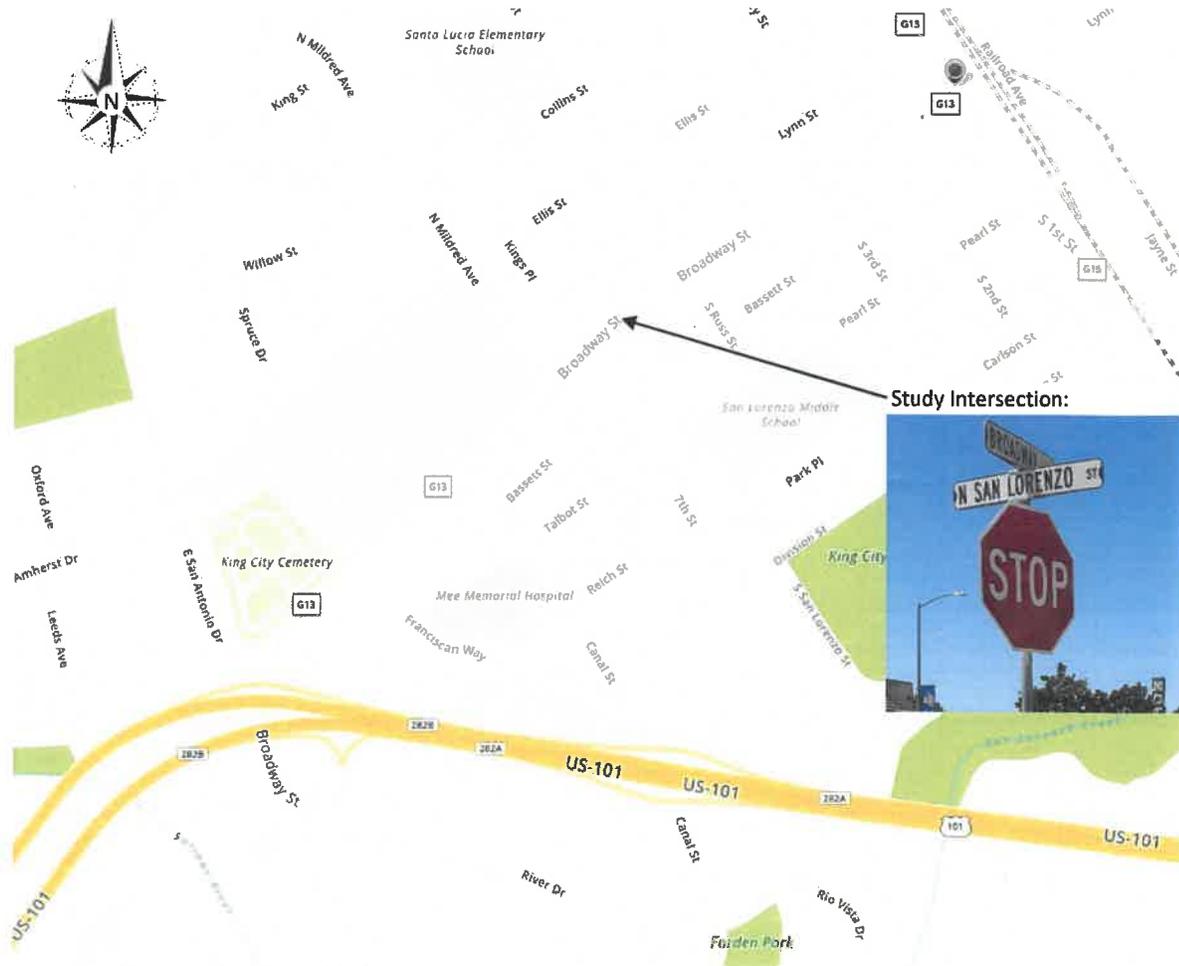
Exhibit 1 depicts the location of the study intersection.

A. Existing Setting

Broadway Street is a major collector street within the City and it runs northeast from its intersection with San Antonio Road to 1st Street. San Lorenzo Street is a local residential two-lane street, which runs southwest from its intersection with Collins Street to S Golf Drive. For ease of reference throughout this report, Broadway Street will be considered to travel east-west, and San Lorenzo Street will be considered to travel north-south. Within the project area, Broadway Street is a two-lane collector with a two-way left turn lane and on-street parking on both sides of the street. The total roadway width (face-of-curb to face-of-curb) is approximately 62 feet. San Lorenzo Street is a two-lane local street with on-street parking, and has a total roadway width (face-of-curb to face-of-curb) of approximately 44 feet.

The study intersection is a four-way intersection, with San Lorenzo Street having stop-controlled approaches, and Broadway Street having uncontrolled approaches. Commercial businesses are located on all four corners of the study intersection, including Rabobank on the NE corner; King City Glass & TrueValue Hardware on the NW corner; Rossi's Tire & Auto shop on the SE corner, and Full Stop Market & gas station on the SW corner. The area along San Lorenzo Street north and south of the study intersection is composed of residential homes, with many property driveways fronting the street.

Exhibit 1 – Intersection Location Map



Basemap Source: Mapquest, 2019.

The posted speed limit on Broadway Street is 25 miles per hour (mph). No posted speed limit was found along San Lorenzo Street, but the default prima facie speed limit for business and residential street is 25 mph.

The study intersection and both street segments are located in a relatively flat terrain, so there are no vertical components that affect the maneuverability through the project area.

Only one parking restriction sign was located on the north side of Broadway Street just west of the study intersection. The sign restricts passenger vehicle parking between 2 AM and 5 AM, and it prohibits any truck parking at any time.



Sidewalks are present along both sides of Broadway Street and San Lorenzo Street. Striped crosswalks are present across the east and west legs of Broadway Street.

Neither Broadway Street nor San Lorenzo Street has formal bicycle lanes or paths. However, Broadway Street has sufficient width to accommodate bicyclists in addition to the existing travel lanes and on-street parking.

Monterey Salinas Transit (MST) does not provide access to the project intersection or its immediate vicinity. The nearest bus stop is located on Canal Street at the Bassett Street intersection.

B. Existing Volumes

According to the 2014 CA MUTCD, traffic volumes at the study intersection should be evaluated prior to a multi-way stop sign installation (i.e., stop signs on all approaches of an intersection). Both volumes from the major and minor streets should be considered.

A 12-hour traffic count was performed at the study intersection on Thursday, June 20, 2019. Traffic data was collected for cars, trucks, buses, bicyclists, and pedestrians. **Exhibit 2** depicts the peak 8-hour traffic data for the study intersection. **Appendix A** includes the entire 12-hour traffic count data at the study intersection.

Exhibit 2 – Broadway Street / San Lorenzo Street Volumes

Hour	Major Street ² Broadway Street			Minor Street ³ San Lorenzo Street		
	Eastbound	Westbound	Both	Northbound	Southbound	Both
11 - 12 AM	253	256	509	64	49	113
12 - 1 PM	311	294	605	80	64	144
1 - 2 PM	344	285	629	60	69	129
2 - 3 PM	290	301	591	71	50	121
3 - 4 PM	323	299	622	80	69	149
4 - 5 PM	409	372	781	87	73	160
5 - 6 PM	373	377	750	105	72	177
6 - 7 PM	334	310	644	80	52	132
Average:			641	141		
Minimum Condition:			300	200		
Minimum Condition Met:			YES	NO		
Component Met?				NO		

Volume Delay on Minor Street: 19.2 Seconds
 (during highest hour: 4 - 5 PM)
 Minimum Condition: 30.0 Seconds
Component Met? NO

Is Overall Volume Warrant Met? NO

Notes:

1. For overall volume criterion to be met, the following minimum conditions ("components") must all be met:
 - a. An average of at least 300 vehicles per hour (total of both approaches) on the major street over at least 8 hours of an average day;
 - b. During those same 8 hours, an average of at least 200 vehicles per hour (total of both approaches) on the minor street (including pedestrians and bicyclists crossing the major street); and
 - c. Vehicle delay on the minor street must be at least 30 seconds per vehicle during the highest of these 8 hours.
2. Traffic volumes shown only include cars, trucks and buses.
3. Traffic volumes shown include cars, trucks, buses, bicycles, and pedestrians.

The minimum hourly volume requirement for the major street (Broadway Street) is 300 vehicles, while the minimum hourly volume requirement for the minor street (San Lorenzo Street) is 200 vehicles, the latter including the pedestrians and bicyclists crossing the major street. These volumes must be

Octavio Hurtado, City Engineer
July 2, 2019

sustained for a minimum of eight hours. As can be seen from **Exhibit 2**, Broadway Street meets this criterion, but San Lorenzo Street does not meet the criterion.

The other part of this criterion is delay on the minor street. This delay must meet at least 30 seconds of average approach delay (on either approach) during the highest volume hour; at the study intersection, this is the 4:00 – 5:00 PM hour. Using the Highway Capacity Manual 6th Edition (HCM 6th) methodologies, average approach delays on the minor street (San Lorenzo Street) were found to be 19.2 seconds. This delay does not exceed 30 seconds; hence this part of the criterion is not met. Therefore, since neither of the two criterion was met, the volume criterion as a whole is not met. (Note: Level of service calculations can be found in **Appendix B**.)

C. Collision History

Exhibit 3 summarizes the number of collisions at the study intersection over the past three years – January 2016 through December 2018. The collision data was obtained from the California Highway Patrol (SWITRS) and is contained in **Appendix C**. There have been five collisions at this intersection over that three-year period. Three of those collisions would be correctable by conversion to multi-way stop control. However, a minimum of five correctable collisions over any one 12-month period are required by the warrant criterion. Therefore, the collision history criterion is not met.

Exhibit 3 – Broadway Street / San Lorenzo Street Collision Table

Collision Data between 1/1/2016 to 12/31/2018

Date	Type	Primary Collision Factor	Correctable By Multi-Way Stop Control?
9/16/2016	Auto / Pedestrian	Right-of-Way, Bike	Yes
9/25/2016	Sideswipe	Improper Turn	No
10/01/2016	Rear End	DUI	No
5/20/2017	Head-on	Right-of-Way	Yes
8/29/2017	Head-on	Right-of-Way	Yes

Total: 5 Collisions in 3 years
(3 correctable by multi-way stop)

Note:

1. Collision data source: California Highway Patrol.

D. Left Turn Activity

During the peak eight hours, Broadway Street experiences an average of 25 eastbound left turns and 34 westbound left turns at the San Lorenzo Street intersection. A dedicated left turn lane is already in place for both the eastbound and westbound approaches. This provides refuge for left turning vehicles and avoids impacts to the through lanes on Broadway Street. Observations on June 25, 2019 found that eastbound and westbound left turn movements can be safely achieved by the use of the dedicated left turn lanes. For these reasons, the left turn activity criterion is not met.

E. Vehicle/Pedestrian Conflicts Evaluation

During the peak eight hours, Broadway Street experiences an average of 8 pedestrians crossing the east leg and 15 pedestrians crossing the west leg at the San Lorenzo Street intersection. Although the typical 10 foot wide crosswalks are installed across the east and west legs of Broadway Street, it was observed that pedestrians experienced minor to moderate difficulty finding adequate gaps in traffic to cross the street. This criterion is somewhat subjective, as there is no set volume threshold for pedestrians or vehicles. The traffic on Broadway Street is high enough to make it somewhat challenging to find gaps to cross the street, and the pedestrian volume is moderate (not too high or too low). Therefore, the vehicle/pedestrian conflicts criterion is considered to be marginally met.

F. Sight Distance Evaluation

The standards and requirements from the latest revision of the Caltrans Highway Design Manual (HDM 6th Edition) were used to assess the sight distance conditions at the study intersection. Section 405.1(2)(a) of the HDM states that "At unsignalized public road intersections corner sight distance applies".

This same section also states that, "The minimum corner sight distance (feet) should be determined by the equation: $1.47V_mT_g$, where V_m is the design speed (mph) of the major road and T_g is the time gap (seconds) for the minor road vehicle to enter the major road." Using a design speed of 25 mph and a time gap of 9.5 seconds (for public road intersections), the required corner sight distance is calculated to be approximately 350 feet.

Sight distance was measured for the San Lorenzo Street approach at Broadway Street. The sight distance was measured from a point 6 feet behind the existing limit line, which was approximately 28 feet back from the traveled way on the northbound approach and approximately 33 feet back from the traveled way on the southbound approach. This distance exceeded the minimum Caltrans

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requirement of 15 feet back from the traveled way of the major street (i.e., edge of nearest through lane).

Northbound San Lorenzo Street Approach:

As noted above, sight distance from the northbound San Lorenzo Street approach was measured from a point 6 feet behind the limit line, which was approximately 28 feet back from the edge of traveled way for the eastbound approach on Broadway Street.

Looking from the northbound San Lorenzo Street approach to the west, there is approximately 380 feet of available sight distance, which exceeds the Caltrans standard of 350 feet. However, continuous sight distance was interrupted by several trees and street furniture, such as a street light and a gas station monument sign. It is also important to note that no vehicles were parked on the street along the south side of Broadway Street west of the study intersection during the sight distance measurements. If vehicles had been parked along this stretch, it is possible that sight distance could have been affected and reduced, but it is difficult to estimate the level of sight distance reduction.

Looking from the northbound San Lorenzo Street approach to the east, there is approximately 170 feet of available sight distance, which does not meet the Caltrans standard of 350 feet. In addition, continuous sight distance was interrupted by several items including a tree, a bush, a stop sign, and parked vehicles.



Southbound San Lorenzo Street Approach:

As noted above, sight distance from the southbound San Lorenzo Street approach was measured from a point 6 feet behind the limit line, which was approximately 33 feet back from the edge of traveled way for the westbound approach on Broadway Street.

Looking from the southbound San Lorenzo Street approach to the west, there is approximately 575 feet of available sight distance, which exceeds the Caltrans standard of 350 feet. Once again, it is important to note that no vehicles were parked on the street along the north side of Broadway Street west of the study intersection during the sight distance measurements. If vehicles had been parked along this stretch, it is possible that sight distance could have been affected and possibly reduced, but it is difficult to estimate the level of sight distance reduction.

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Looking from the southbound San Lorenzo Street approach to the east, there is approximately 140 feet of available sight distance without vehicles parked along the north side of Broadway Street east of the study intersection. This distance is reduced to approximately 75 feet when vehicles are parked in the area. These sight distance measurements do not meet the Caltrans standard of 350 feet.

Eastbound & Westbound Broadway Street Approaches:

Corner sight distance was not measured along Broadway Street, since the Broadway Street approaches do not currently have a stop condition. Nevertheless, sight distance was measured for these approaches to check the line of sight for the crosswalks at the study intersection. Our check found that unobstructed line of sight to the crosswalks is present along Broadway Street extending to the adjacent intersections, which measures approximately 400 feet to the east (N Russ Street intersection) and 550 feet to the west (N Mildred Avenue intersection).

Since the sight distance measured to the east from both the northbound and southbound approaches on San Lorenzo Street was below the Caltrans standard of 350 feet, it is concluded that the sight distance criterion is met for the approaches on San Lorenzo Street.

G. Similar Streets

The Broadway Street / San Lorenzo Street intersection is a four-legged intersection, with San Lorenzo Street as the stop-controlled approach. Broadway Street is much wider (62 feet) than San Lorenzo Street (44 feet). Broadway Street also has a striped two-way-left-turn lane, as well as striped parking "T's" for on-street parking. San Lorenzo Street has no striping of any kind, except for the limit line at the study intersection. It is obvious that Broadway Street is the major street and San Lorenzo Street is the minor street. Therefore, the Similar Streets warrant criterion is not met.

H. Other Relevant Issues

There are also other important issues that that should be mentioned as part of this warrant evaluation. The first issue is with regards to the current location of the limit lines. The limit lines for the northbound and southbound approaches on San Lorenzo Street are set too far back from the intersection, especially in the southbound approach. During our field observation on June 25, 2019, vehicles stopping on the southbound approach typically stopped past the limit line (closer to the intersection) in order to get a better line of sight of approaching vehicles on Broadway Street. Although moving the limit lines closer to the intersection may not completely solve the sight distance deficiency, it would improve the current condition. However, the limit line on the northbound approach cannot be moved

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closer to the intersection because vehicles will end up blocking the pedestrian path of travel across the south leg of the intersection. It is therefore recommended that only the limit line for the southbound approach be moved closer to the intersection by approximately 6 feet. This will slightly improve sight distance for the southbound approach and will still maintain adequate path of travel for pedestrians across the north leg of the intersection. It is also recommended that "STOP" legend be added behind the limit line for both northbound and southbound approaches.



The second issue relates to recent accidents at the study intersection. In the last several weeks, there have been two accidents with pedestrians. One of these accidents included serious injuries involving an elderly woman crossing the street with her three grandchildren. These types of accidents are right-of-way type and are considered to be correctable by an all-way stop control. Due to the nature and severity of these recent accidents, even if none of the all-way stop warrants were met, it would be sensible to explore the possibility of installing a temporary all-way stop control to see if this improvement would reduce or eliminate these types of correctable accidents. If implemented, it would be recommended that the intersection be monitored for a period of two years to assess the effectiveness of the all-way stop control, and consider factors such as overall intersection queuing/delay, accident data, and general public receptiveness to the new intersection control.

I. Conclusion

In summary, a multi-way stop analysis has been performed of the operations at the Broadway Street / San Lorenzo Street intersection. Only one of the six multi-way stop control warrant criteria were found to be met at this intersection (sight distance) and a second one was marginally met (vehicle/pedestrian conflicts). Given the results of this warrant analysis, taking into consideration the nature and severity of the recent accidents, and given the City's objective to prevent additional accidents involving

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pedestrians, a multi-way stop has been determined to be an effective measure to accomplish this objective and is recommended.

As part of the conversion to all-way stop control at the Broadway Street / San Lorenzo Street intersection, several improvements are recommended. An all-way stop plaque (R1-3P) should be added below each stop sign. The locations of the limit lines on the Broadway Street approaches should be installed as close to the intersection as practical, without impeding the pedestrian path of travel across the street. "STOP" legend should be added to the new stop approaches on Broadway Street, as well as the existing stop approaches on San Lorenzo Street. The City should also consider adding temporary advanced warning "Stop Ahead" signs (W3-1) in each direction of Broadway Street in advance of the intersection. Placement of temporary stop signs on small barricades between the through lane and the left turn lane would also improve visual awareness of the newly converted all-way stop control. The temporary stop ahead signs and stop signs on barricades should be placed for at least three to four weeks to get drivers accustomed to the new stop condition on Broadway Street.

If you have any questions regarding the contents of this letter or need additional information, please contact me at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted,



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Appendix A

Intersection
Traffic Volume
Counts



Intersection: S San Lorenzo Ave / Broadway St

Date: Thu, Jun 20, 2019

Count Period: 7:00 AM to 7:00 PM

Twelve-Hour Count Summaries

Interval Start	Broadway St Eastbound						Broadway St Westbound						S San Lorenzo Ave Northbound						S San Lorenzo Ave Southbound						15-min Total	Rolling One Hour	
	UT		TH		RT		UT		TH		RT		UT		TH		RT		UT		TH		RT				
	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH	LT	TH			RT
7:00 AM	0	1	28	0	0	4	18	0	0	2	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	58	0
7:15 AM	0	2	21	1	0	4	18	2	0	3	0	2	0	0	1	1	1	1	1	1	1	1	1	1	1	56	0
7:30 AM	0	5	39	2	0	2	30	0	0	4	0	4	0	0	0	0	4	0	4	0	0	0	0	0	0	95	0
7:45 AM	0	6	36	3	0	3	32	1	0	3	1	7	0	0	2	1	4	0	5	0	0	0	0	0	0	99	306
8:00 AM	0	2	42	4	0	2	25	0	0	8	0	4	0	0	0	0	1	4	0	0	0	0	0	0	0	92	342
8:15 AM	0	1	36	2	0	2	32	2	0	3	2	3	0	0	1	0	5	0	0	0	0	0	0	0	0	89	375
8:30 AM	0	1	31	1	0	4	28	2	0	3	2	4	0	0	0	5	3	0	0	0	0	0	0	0	0	84	364
8:45 AM	0	7	39	4	0	1	24	1	0	2	2	4	0	0	2	1	2	2	0	0	0	0	0	0	0	89	354
9:00 AM	0	2	38	1	0	4	23	1	0	0	0	6	0	0	1	1	3	0	0	0	0	0	0	0	0	80	342
9:15 AM	0	2	37	0	0	3	27	3	0	1	0	6	0	0	3	1	5	0	0	0	0	0	0	0	0	88	341
9:30 AM	0	1	39	1	0	6	40	1	0	4	0	5	0	0	1	1	7	0	0	0	0	0	0	0	0	106	363
9:45 AM	0	4	50	0	0	4	42	1	0	5	2	3	0	0	2	1	5	0	0	0	0	0	0	0	0	119	383
10:00 AM	0	5	50	2	0	4	40	2	0	3	1	2	0	0	3	2	4	0	0	0	0	0	0	0	0	118	431
10:15 AM	0	4	47	2	0	2	32	3	0	0	1	2	0	0	5	1	4	0	0	0	0	0	0	0	0	103	446
10:30 AM	0	3	54	1	2	7	43	2	0	0	1	2	0	0	2	4	1	0	0	0	0	0	0	0	0	126	466
10:45 AM	0	2	54	0	0	7	39	3	0	0	2	4	0	0	3	1	12	0	0	0	0	0	0	0	0	122	469
11:00 AM	0	6	46	2	0	11	45	1	0	3	4	0	0	0	3	1	11	0	0	0	0	0	0	0	0	138	489
11:15 AM	0	3	51	1	0	4	55	1	0	3	1	10	0	0	1	1	4	0	0	0	0	0	0	0	0	135	521
11:30 AM	0	5	54	3	0	13	54	4	0	6	1	6	0	0	3	3	7	0	0	0	0	0	0	0	0	159	554
11:45 AM	0	7	70	5	0	9	54	5	0	3	3	9	0	0	0	3	0	0	0	0	0	0	0	0	0	168	600
12:00 PM	0	7	57	2	0	7	64	7	0	5	3	9	0	0	2	1	9	0	0	0	0	0	0	0	0	173	635
12:15 PM	0	2	70	5	0	2	57	3	0	2	2	4	0	0	4	2	7	0	0	0	0	0	0	0	0	160	660
12:30 PM	0	6	74	5	0	6	73	4	0	6	2	11	0	0	1	1	9	0	0	0	0	0	0	0	0	193	684
12:45 PM	0	8	77	8	0	6	61	6	0	7	7	10	0	0	4	2	7	0	0	0	0	0	0	0	0	196	722
1:00 PM	0	8	67	8	0	6	61	6	0	6	4	9	0	0	4	2	9	0	0	0	0	0	0	0	0	188	747
1:15 PM	0	7	65	11	0	7	61	9	0	6	4	9	0	0	4	2	8	0	0	0	0	0	0	0	0	183	780
1:30 PM	0	2	76	5	0	7	61	3	0	5	2	2	0	0	3	1	7	0	0	0	0	0	0	0	0	174	761
1:45 PM	0	4	68	3	0	3	55	6	0	6	2	9	0	0	2	3	11	0	0	0	0	0	0	0	0	172	737
2:00 PM	0	7	59	7	0	6	75	9	0	1	0	10	0	0	1	2	4	0	0	0	0	0	0	0	0	181	720
2:15 PM	0	6	64	5	0	4	65	10	0	3	3	8	0	0	1	4	12	0	0	0	0	0	0	0	0	185	712
2:30 PM	0	6	50	10	0	11	57	3	0	1	5	9	0	0	2	2	3	0	0	0	0	0	0	0	0	159	697
2:45 PM	0	3	70	3	0	8	48	5	0	8	3	7	0	0	0	4	2	0	0	0	0	0	0	0	0	161	686
3:00 PM	0	3	83	4	0	9	67	3	0	2	3	12	0	0	2	2	7	0	0	0	0	0	0	0	0	197	702
3:15 PM	0	6	61	6	0	4	61	4	0	7	3	7	0	0	2	2	9	0	0	0	0	0	0	0	0	172	689
3:30 PM	0	7	70	1	0	11	62	7	0	6	2	11	0	0	2	3	11	0	0	0	0	0	0	0	0	193	723
3:45 PM	0	8	68	6	0	10	54	7	0	7	4	11	0	0	4	1	13	0	0	0	0	0	0	0	0	193	755
4:00 PM	0	7	72	9	0	11	78	6	0	5	2	14	0	0	5	7	4	0	0	0	0	0	0	0	0	220	778
4:15 PM	0	18	89	6	0	6	71	7	0	1	14	0	0	0	1	2	6	0	0	0	0	0	0	0	0	222	828
4:30 PM	0	7	94	8	0	15	82	7	0	5	2	21	0	0	3	5	10	0	0	0	0	0	0	0	0	259	894
4:45 PM	0	3	90	6	0	10	73	6	0	6	1	10	0	0	3	2	8	0	0	0	0	0	0	0	0	218	919
5:00 PM	0	7	89	2	0	24	75	8	0	8	3	15	0	0	1	5	13	0	0	0	0	0	0	0	0	250	949
5:15 PM	0	14	86	7	0	12	81	7	0	4	12	17	0	0	1	3	14	0	0	0	0	0	0	0	0	260	987
5:30 PM	0	2	67	3	0	9	69	4	0	4	1	9	0	0	1	7	7	0	0	0	0	0	0	0	0	183	911
5:45 PM	0	4	82	8	0	14	72	2	0	9	2	16	0	0	2	1	6	0	0	0	0	0	0	0	0	218	911
6:00 PM	0	10	62	7	0	6	63	7	0	0	3	10	0	0	2	2	5	0	0	0	0	0	0	0	0	187	848
6:15 PM	0	6	84	3	0	5	63	1	0	10	3	7	0	0	0	2	3	0	0	0	0	0	0	0	0	187	775
6:30 PM	0	8	75	5	0	5	70	8	0	5	3	7	0	0	1	5	6	0	0	0	0	0	0	0	0	198	790
6:45 PM	0	3	67	4	0	15	63	4	0	2	5	8	0	0	1	3	5	0	0	0	0	0	0	0	0	180	752
Count Total	0	248	2,916	186	2	332	2,542	186	0	201	112	373	0	0	86	113	298	0	0	0	0	0	0	0	0	7,606	0

Note: Twelve-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals				Bicycles				Pedestrians (Crossing Leg)				Total		
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West		North	South
7:00 AM	1	0	0	1	2	0	0	1	0	1	0	1	1	2	4
7:15 AM	2	0	0	0	2	0	0	0	0	0	0	0	0	1	5
7:30 AM	0	2	0	0	2	0	0	0	0	0	0	4	3	2	9
7:45 AM	1	3	1	0	5	0	0	0	0	0	0	9	2	1	12
8:00 AM	1	3	0	0	4	0	0	0	0	0	0	0	6	1	7
8:15 AM	1	4	0	0	5	1	0	0	0	1	1	0	7	2	10
8:30 AM	1	3	0	0	4	0	0	0	0	0	1	0	3	1	5
8:45 AM	3	1	1	0	5	0	0	0	0	0	1	0	3	0	4
9:00 AM	1	1	1	0	3	0	0	0	0	0	1	5	5	2	13
9:15 AM	5	2	1	0	8	0	1	0	0	1	1	1	12	2	16
9:30 AM	1	3	1	0	5	0	0	0	0	0	0	5	6	4	14
9:45 AM	3	2	0	0	5	0	0	0	0	0	0	5	3	3	14
10:00 AM	1	1	0	1	3	1	0	0	0	1	0	5	10	4	19
10:15 AM	4	0	0	0	4	1	0	0	0	1	0	1	9	3	13
10:30 AM	1	1	0	0	2	0	0	0	0	0	5	3	9	5	22
10:45 AM	1	2	1	1	5	0	0	0	0	0	1	1	4	9	14
11:00 AM	4	0	0	0	4	0	0	0	0	0	11	3	15	12	41
11:15 AM	1	2	0	0	3	0	0	0	0	0	0	1	5	9	15
11:30 AM	1	3	0	0	4	0	0	0	0	0	0	2	6	10	18
11:45 AM	5	2	0	0	7	0	0	0	0	0	0	5	8	8	21
12:00 PM	1	2	0	0	3	0	0	0	0	0	4	7	4	4	19
12:15 PM	0	1	0	0	1	0	0	1	0	1	5	3	13	5	26
12:30 PM	3	1	0	0	4	0	0	0	0	0	0	2	5	4	11
12:45 PM	1	1	0	0	2	0	0	0	1	1	2	2	5	6	15
1:00 PM	0	0	0	0	0	0	0	1	0	1	2	2	5	3	12
1:15 PM	1	1	0	0	2	0	1	0	0	1	1	9	11	9	30
1:30 PM	1	2	0	1	4	0	0	0	0	0	0	2	4	6	12
1:45 PM	5	3	1	0	9	0	0	0	0	0	1	3	3	1	8
2:00 PM	4	1	0	0	5	0	0	0	0	0	0	11	0	3	14
2:15 PM	5	4	1	0	10	0	0	0	0	0	5	8	8	6	20
2:30 PM	0	1	0	0	1	0	0	0	0	0	9	4	13	5	31
2:45 PM	4	0	0	0	4	0	0	0	0	0	3	1	9	3	16
3:00 PM	1	0	0	0	1	1	0	0	0	1	6	10	8	8	25
3:15 PM	1	2	0	0	3	0	0	0	0	0	1	1	8	4	13
3:30 PM	0	0	0	0	0	0	0	0	0	0	4	0	4	4	12
3:45 PM	1	1	1	0	3	0	0	0	0	0	4	7	7	8	19
4:00 PM	1	1	0	0	2	0	0	0	0	0	5	8	8	3	18
4:15 PM	1	0	0	0	1	0	0	0	0	0	2	2	10	4	18
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	4	8	4	16
4:45 PM	0	0	0	0	0	0	0	0	0	0	1	6	8	15	30
5:00 PM	2	1	0	1	4	0	0	0	0	0	3	3	8	8	19
5:15 PM	3	1	0	0	4	0	0	0	0	0	1	2	2	11	16
5:30 PM	1	1	0	0	2	0	1	0	0	1	0	3	11	5	19
5:45 PM	0	1	0	0	1	0	0	0	0	0	4	3	4	9	20
6:00 PM	0	1	0	0	1	0	0	0	0	0	1	8	10	11	30
6:15 PM	1	0	0	0	1	0	0	0	0	0	5	6	10	17	38
6:30 PM	0	2	1	0	3	0	0	0	0	0	1	3	6	14	23
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	10	9	20
Count Total	75	63	11	6	155	4	3	3	1	11	71	158	322	266	817

Twelve-Hour Count Summaries - Heavy Vehicles

Interval Start	Broadway St Eastbound						Broadway St Westbound						S San Lorenzo Ave Northbound						N San Lorenzo St Southbound						15-min Total	Rolling One Hour
	UT		TH		RT		UT		TH		RT		UT		TH		RT		UT		TH		RT			
	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT	LT			
7:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	
7:15 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	
7:30 AM	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	
7:45 AM	0	0	1	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	11	
8:00 AM	0	0	1	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	13	
8:15 AM	0	0	1	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	16	
8:30 AM	0	0	1	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	18	
8:45 AM	0	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	18	
9:00 AM	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	17	
9:15 AM	0	0	5	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	20	
9:30 AM	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21	
9:45 AM	0	0	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21	
10:00 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	21	
10:15 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	17	
10:30 AM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	14	
10:45 AM	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	14	
11:00 AM	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	15	
11:15 AM	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	14	
11:30 AM	0	0	1	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	16	
11:45 AM	0	0	5	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	18	
12:00 PM	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	17	
12:15 PM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	15	
12:30 PM	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	15	
12:45 PM	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	10	
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
1:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	9	
1:30 PM	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	9	
1:45 PM	0	0	4	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	16	
2:00 PM	0	0	4	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	21	
2:15 PM	0	0	4	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	28	
2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	25	
2:45 PM	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	20	
3:00 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	16	
3:15 PM	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	9	
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	
3:45 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	7	
4:00 PM	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	8	
4:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6	
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
5:00 PM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	5	
5:15 PM	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	8	
5:30 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	11	
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	12	
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	9	
6:15 PM	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6	
6:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	6	
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	
Count Total	0	5	69	1	0	1	59	3	0	1	59	3	0	5	0	0	6	0	1	1	1	4	0	155	0	

Appendix B

Level of Service

Calculations

HCM 6th TWSC
3: San Lorenzo Ave & Broadway St

Existing Conditions
4:00 - 5:00 PM

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	35	345	29	42	304	26	11	5	49	12	16	28
Future Vol, veh/h	35	345	29	42	304	26	11	5	49	12	16	28
Conflicting Peds, #/hr	34	0	26	26	0	34	17	0	5	5	0	17
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None									
Storage Length	55	-	-	65	-	-	-	-	25	-	-	25
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	388	33	47	342	29	12	6	55	13	18	31

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	405	0	0	447	0	0	1001	1008	436	1003	1010	408
Stage 1	-	-	-	-	-	-	509	509	-	485	485	-
Stage 2	-	-	-	-	-	-	492	499	-	518	525	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1154	-	-	1113	-	-	222	240	620	221	240	643
Stage 1	-	-	-	-	-	-	547	538	-	563	552	-
Stage 2	-	-	-	-	-	-	558	544	-	541	529	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1117	-	-	1085	-	-	178	209	602	178	209	612
Mov Cap-2 Maneuver	-	-	-	-	-	-	178	209	-	178	209	-
Stage 1	-	-	-	-	-	-	515	506	-	526	511	-
Stage 2	-	-	-	-	-	-	481	504	-	467	498	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.7	1	15.2	19.2
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	187	602	1117	-	-	1085	-	-	194	612
HCM Lane V/C Ratio	0.096	0.091	0.035	-	-	0.043	-	-	0.162	0.051
HCM Control Delay (s)	26.3	11.6	8.3	-	-	8.5	-	-	27.1	11.2
HCM Lane LOS	D	B	A	-	-	A	-	-	D	B
HCM 95th %tile Q(veh)	0.3	0.3	0.1	-	-	0.1	-	-	0.6	0.2

Appendix C

Collision

History

Total Count: 6325

Primary Rd	North Sanborn	Distance (ft)	0	Direction	Secondary Rd	Del Monte Av	NCIC	2708	State Hwy?	N	Route	Postmile	71633	Collision Date	20160121	Time	1428	Day	THU	Side of Hwy	
City	Salinas	County	Monterey	Population	Rpt Dist	Salin	Type	0	CallTrans	0	Badge	Postmile Prefix	0	#Injured	1	Tow Away?	Y	Process Date	20160223		
Weather1	CLEAR	Weather2		Roadway Surface	DRY	Collision Type	HEAD-ON	Severity	INJURY	NO UNUSL	CND	Rdwy Cond2	Spec Cond	0	Loc Type						
Hit and Run		Motor Vehicle Involved With	OTHER MV	Lighting	DAYLIGHT	Ped Action															
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
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2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
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2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
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2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M	H	HNBD	LFT TURN	S	-	0000	HONDA	2003	-	3	N	-	L	G				
Party Type	Age	Sex	Race	Sobriety1	Sobriety2	Move Pre	Dir	SW Veh	CHP Veh	Make	Year	SP Info	OAF1	Viol	OAF2	Safety	Equip	Eq	Eq	Eq	Eq
1	DRVR	28	F	H	HNBD	PROC ST	N	-	0000	CHEVR	2001	-	3	N	-	M	G				
2	DRVR	19	M																		



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

**RE: CONSIDERATION ACCEPTANCE OF STREET RIGHT OF WAY
ALONG FRONTAGE OF MONTEREY WINE COMPANY**

RECOMMENDATION:

It is recommended City Council: 1) accept public street dedication as described in Exhibit A and B; 2) adopt Resolution No. 2019-4727 approving acceptance of public street dedication along Industrial Way and; 3) grant the City Manager signature authorization for minor changes to the public street dedication if required by the County Recorder's Office.

BACKGROUND:

The Monterey Wine Company is in the process of a Lot Line Adjustment with Silva Farms to acquire one acre of land from the adjacent parcel to the northwest. The parcel to the northwest is undeveloped and has not dedicated street right of way necessary to construct Industrial Way to its full width. The lot line adjustment process is not allowed if dedications are involved, a more complex parcel map process would be required.

DISCUSSION:

This public street dedication is necessary to complete the overall street section improvements as development occurs along Industrial Way. Silva Farms is proposing to dedicate the frontage of the one acre of land prior to the recording of the lot line adjustment.

With this dedication, the City will have full width dedication along the frontage of the newly acquired one acre of land along The Monterey Wine Company's Industrial Way frontage. Frontage Improvements will not be required until Monterey Wine Company makes improvements to the newly acquired one-acre parcel of land.

**CITY COUNCIL
CONSIDERATION ACCEPTANCE OF STREET RIGHT OF WAY ALONG
FRONTAGE OF MONTEREY WINE COMPANY
JULY 9, 2019
PAGE 2 OF 2**

COST ANALYSIS:

There is no cost to the City with acceptance of this right of way.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Class 3 which exempts new construction of limited small new facilities, section 15303 because there are no improvements proposed. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:

1. Resolution 2019-4727
2. Legal Descriptions and Plats

Submitted by: 
Octavio Hurtado, City Engineer

Approved by: 
Steven Adams, City Manager

RESOLUTION No. 2019-4727

ACCEPTANCE OF PUBLIC STREET DEDICATION ALONG A PORTION OF THE 47.95 AC TRE TRACT OF LAND DELINATED "REMAINDER", ON THE MAP FILED FEBRUARY 21, 2003, IN VOLUME 21 OF PARCEL MAPS, AT PAGE 84, RECORDS OF MONTEREY COUNTY

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

WHEREAS, The City has recently completed a full width street improvement along the frontage of The Monterey Wine Company at 1010 Industrial Way; and

WHEREAS, The Monterey Wine Company will be acquiring one acre of land through a lot line adjustment with the 47.95 AC tract of land to the northeast; and

WHEREAS, the 47.95 AC tract of land is unimproved, and the ultimate street right of way has not been dedicated.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That the City accepts the Public Street Dedication along the Southeasterly one acre of the 47.95 AC tract of land and grants the City Manager signature authorization for minor changes to the Public Street Dedication if required by the County Records Office.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 9th day of July, 2019, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

Roy C Santos, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

PUBLIC STREET DEDICATION STRIP
(INDUSTRIAL WAY)

CERTAIN real property situate in the City of King, Rancho San Lorenzo (Soberanes), County of Monterey, State of California, being a portion of that certain 47.95 acre tract of land delineated "Remainder", on the map filed February 21, 2003, in Volume 21 of Parcel Maps, at Page 84, records of said county, said portion being more particularly described as follows:

BEGINNING at the most Southwesterly corner of said "Remainder" Parcel and running along the Northeasterly line of Industrial Way (A Public Street) and Southwesterly boundary of said "Remainder" Parcel

- 1.) North 48° 54' 35" West, 72.60 feet; thence leaving said Northeasterly line and boundary of said "Remainder" Parcel
- 2.) North 41° 05' 25" East, 12.00 feet; thence
- 3.) South 48° 54' 35" East, 72.60 feet to the Southeasterly boundary of said "Remainder" Parcel, and the most Northerly corner of Parcel "A", as said parcel is shown and so delineated on said map filed in Volume 21 of Parcel Maps, at Page 84, records of said county; thence running along the Northwesterly boundary of the hereinbefore mentioned Parcel "A"
- 4.) South 41° 05' 25" West, 12.00 feet to the POINT OF BEGINNING.

CONTAINING AN AREA of 871 square feet of land, more or less.

COURSES ALL TRUE. (Bearings used herein are based on the meridian shown on that certain Parcel Map filed February 21, 2003, in Volume 21 of Parcel Maps, at Page 84, Records of Monterey County, California.)

See EXHIBIT "B" attached hereto and made a part hereof.

NOTE: This is a computed and compiled description which does not represent a survey made upon the ground.

Dated: April 24, 2019

This real property description has been prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors Act.



Philip L. Pearman

Philip L. Pearman, L.S. 4448

License expires 9/30/19

END OF DESCRIPTION

LEGEND:

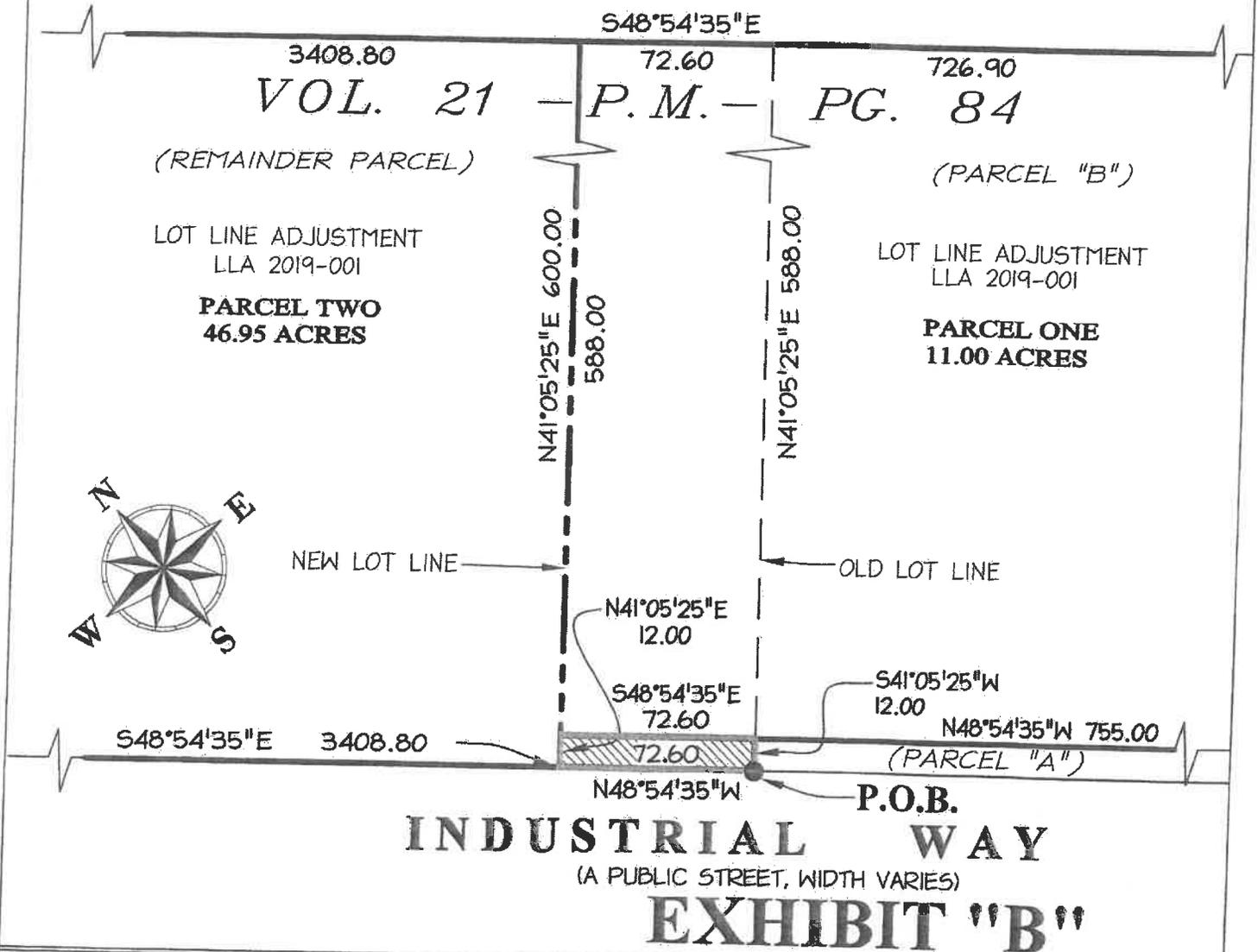


INDICATES AREA OF PUBLIC STREET DEDICATION
AREA = 871 SQ. FT.
AREA = 0.02 AC.

P.O.B. INDICATES POINT OF BEGINNING.

NOTES:

DISTANCES ARE EXPRESSED IN FEET & DECIMAL THEREOF.
 (---) INDICATES RECORD DATA PER VOL. 21 -P.M.- PG. 84.



PREPARED BY:

SALINAS VALLEY SURVEYORS
 PHILIP L. PEARMAN
 L.S. 4448

210 Capitol Street, Suite 15 Ph.: (831) 753-2234
 Salinas, California, 93901 Fax: (831) 757-3244
 e-mail: svsurveyor@att.net Cell.: (831) 595-3325

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHOWING THE DEDICATION STRIP FOR PUBLIC STREET PURPOSES IN A PORTION OF THE "REMAINDER" PARCEL AS SHOWN ON THE MAP FILED FEBRUARY 21, 2003 IN VOLUME 21 OF PARCEL MAP AT PAGE 84, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

PREPARED FOR:

MONTEREY WINE CO. LLC

APRIL 26, 2019

SCALE 1" = 60'

SITUATED IN:

CITY OF KING
 RANCHO SAN LORENZO (SOBERANES)
 COUNTY OF MONTEREY, STATE OF CALIFORNIA.

SHEET 1 OF 1



9(K)

REPORT TO THE CITY COUNCIL

DATE: JULY 9 , 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF SUBSTANTIAL CONFORMANCE DETERMINATION FOR MILLS RANCH FENCE DESIGN STANDARDS

RECOMMENDATION:

It is recommended the City Council adopt the attached Resolution No. 2019-4728 making a Substantial Conformance Determination, which finds a modified fence design meets the intent of the approved fence design in the Mills Ranch Specific Plan.

BACKGROUND:

On August 30, 2005, the City Council ("**Council**") approved the Mills Ranch Specific Plan which incorporates the Mills Ranch Design Manual. **Exhibits 31** and **32** of the Mills Ranch Design Manual outline standards for fences in the front, rear and side yards. (**Reference Exhibit 3.**) The approved design allows rear and side fences to be six (6') feet tall with solid boards on the lower four (4') feet, and a lattice with fifty (50%) percent opacity on the upper two (2') feet. (**Reference Figure 1.**)

Mike Nino, Applicant, is proposing that rear and side fences facing a street feature fences with solid boards on the lower five (5') feet, and a lattice on the upper one (1') foot. The applicant also proposes six (6') foot fences in between lots and facing alleys that do not provide a lattice (100% solid). The applicant states that *"...this compromise will be attractive and give privacy to the occupants."*

The applicant is requesting the City make an interpretation that the proposed modified fence designs are consistent with the intent of the original approved design. Municipal Code §17.48.020 allows the Planning Commission ("**Commission**") to make interpretations by resolution after considering all facts. Since the request is within a specific plan, staff believes the Council should make a final determination. On **July 2, 2019**, the Planning Commission adopted Resolution No. 2019-259 recommending the Council make a Substantial Conformance Determination and find the modified fence design is similar to the approved fence design in the Mills Ranch Specific Plan.

**CITY COUNCIL
CONSIDERATION OF SUBSTANTIAL CONFORMANCE DETERMINATION FOR
MILLS RANCH FENCE DESIGN STANDARDS JULY 9, 2019
PAGE 2 OF 3**

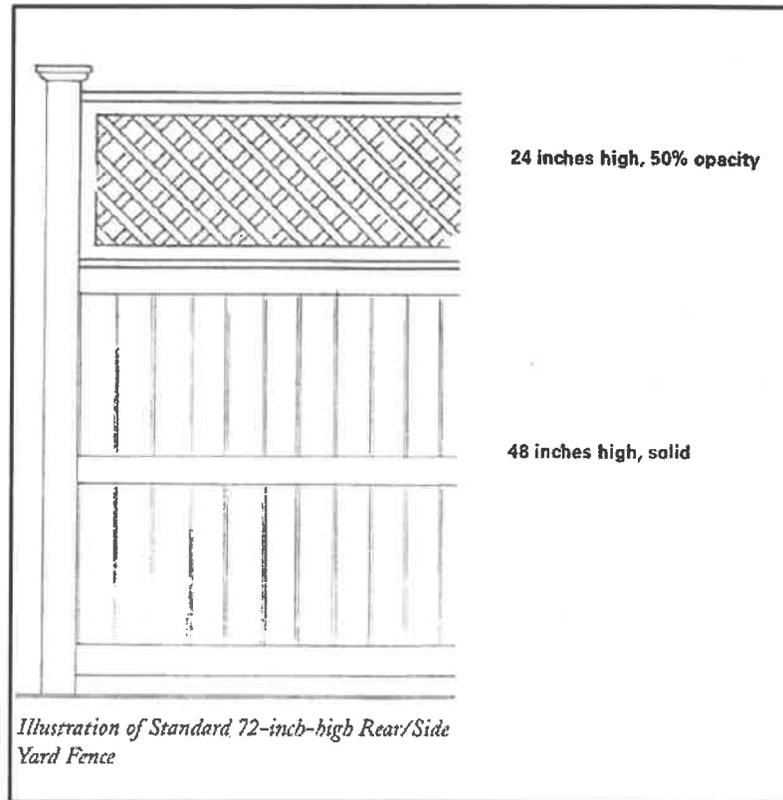


Figure 1 Approved Fence Design for Rear/Side Yards

DISCUSSION:

The applicant has begun installing fences per the approved Specific Plan specifications in the new homes completed in the second phase of the Mills Ranch development. However, both the applicant and staff have identified that there is a problem with the design because it does not provide adequate privacy and is inconsistent with the first phase homes. Staff finds that the modified fence designs achieve a balance between an attractive design and providing sufficient privacy for residents. If the applicant had requested all fences facing streets to be one-hundred (100%) percent solid with no opaque lattice, staff would not likely support this. However, simply reducing the section of the fence with 50% opacity from two (2') feet to one (1') foot is not expected to decrease the overall aesthetic appeal of the development because the lattice design feature along the top of fences will still be intact. Staff finds that the request to construct one-hundred (100%) percent solid fences along alleys and in between lots is reasonable because these fences will provide a higher level of privacy while remaining mostly hidden from the primary public rights-of-way.

**CITY COUNCIL
CONSIDERATION OF SUBSTANTIAL CONFORMANCE DETERMINATION FOR
MILLS RANCH FENCE DESIGN STANDARDS JULY 9, 2019
PAGE 3 OF 3**

Staff also notes that fences constructed in Phase 1 of Mills Ranch are consistent with the proposed design featuring a one (1') foot lattice. Therefore, approving this modified design will ensure fences in Phase 1 and Phase 2 have a consistent design.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that the interpretation may have a significant effect on the environment. This is because the Planning Commission is making an interpretation that would not cause any foreseeable environmental impacts. Therefore, this project is not subject to CEQA.

COST ANALYSIS:

Cost for review and processing of this request is paid for by the applicant as part of the development review fees.

ALTERNATIVES:

The following alternatives have been identified for City Council consideration:

1. Adopt the Resolution interpreting that the modified fence designs are consistent with the intent of the approved design in the Mills Ranch Design Manual (approved August 30, 2005);
2. Request additional information;
3. Require the applicant to go through the Specific Plan amendment process; or
4. Take other action, as needed;

Exhibits:

- Exhibit 1 - Request from Mike Nino
- Exhibit 2 - Planning Commission Staff Report and Resolution No. 2019-259
- Exhibit 3 - Exhibits 31 and 32 of the Mills Ranch Specific Plan
- Exhibit 4 - Resolution No. 2019-4728

Submitted by: 
Doreen Liberto, AICP, Community Development Director

Approved by: 
Steven Adams, City Manager

Exhibit No.

1

June 24, 2019

Doreen Liberto Blanck
Community Development Director
City of King

Subject: Mills Ranch Fencing Interpretation

Ms. Liberto Blanck –

We would like to request an Interpretation of the Fencing at the Mills Ranch subdivision.

In Phase I of Mills Ranch fencing with six foot fencing with the top one foot of lattice top and solid fencing between the lots was constructed and approved by the building department.

In Phase II of Mills Ranch we have been required to use fencing that is six foot high with the top two feet being lattice all the way around the lot. This is the current interpretation of the Specific Plan from 2006. We feel this type of fencing leaving very little privacy and could lead to problems with crime.

We would like to build the fencing that is six feet in height with the top foot being lattice in the front yard and the side yards facing streets(not alleys) and have the fencing be solid between the lots and in the back facing the alleys. We feel this compromise will be attractive and give privacy to the occupants.

Thank you for the consideration.

Mike Nino

**REPORT TO THE PLANNING COMMISSION**

DATE: JULY 2, 2019

TO: PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

VIA: ERIK BERG-JOHANSEN, PLANNER

RE: PLANNING COMMISSION INTERPRETATION CASE NO. PCI2019-002
MILLS RANCH FENCE DESIGN STANDARDS

RECOMMENDATION:

Adopt the attached Resolution No. 2019-259 recommending the City Council make a Substantial Conformance Determination which finds a modified fence design meets the intent of the approved fence designs in the Mills Ranch Specific Plan.

BACKGROUND:

On **August 30, 2005**, the City Council approved the Mills Ranch Specific Plan which incorporates the Mills Ranch Design Manual. **Exhibits 31 and 32** of the Mills Ranch Design Manual outline standards for fences in the front, rear and side yards. The approved design allows rear and side fences to be six (6') feet tall with solid boards on the lower four (4') feet, and a lattice with fifty (50%) percent opacity on the upper two (2') feet. (*Reference Figure 1.*)

Mike Nino, Applicant, is proposing that rear and side fences facing a street feature fences with solid boards on the lower five (5') feet, and a lattice on the upper one (1') foot. The applicant also proposes six (6') foot fences in between lots and facing alleys that do not provide a lattice (100% solid). The applicant states that *"...this compromise will be attractive and give privacy to the occupants."*

The applicant is requesting the City make an interpretation that the proposed modified fence designs are consistent with the intent of the original approved design. Municipal Code §17.48.020 allows the Planning Commission to make interpretations by resolution after considering all facts. Since the request is within a specific plan, staff believes the City Council should make a final determination.

PLANNING COMMISSION INTERPRETATION

PCI2019-002

JULY 2, 2019

PAGE 2 OF 5

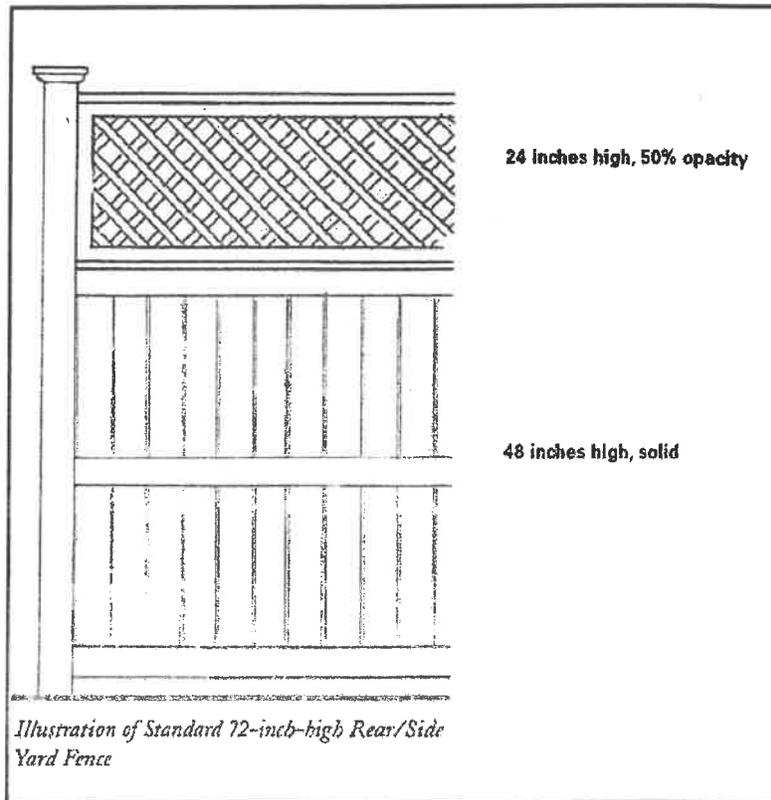


Figure 1 Approved Fence Design for Rear/Side Yards

DISCUSSION:

Staff finds that the modified fence designs achieve a balance between an attractive design and providing sufficient privacy for residents. If the applicant had requested all fences facing streets to be one-hundred (100%) percent solid with no opaque lattice, staff would not likely support this. However, simply reducing the section of the fence with 50% opacity from two (2') feet to one (1') foot is not expected to decrease the overall aesthetic appeal of the development because the lattice design feature along the top of fences will still be intact. Staff finds that the request to construct one-hundred (100%) percent solid fences along alleys and in between lots is reasonable because these fences will provide a higher level of privacy while remaining mostly hidden from the primary public rights-of-way.

Staff also notes that fences constructed in Phase 1 of Mills Ranch are consistent with the proposed design featuring a one (1') foot lattice. So, approving this modified design will ensure fences in Phase 1 and Phase 2 have a consistent design.

Advantages

PLANNING COMMISSION INTERPRETATION
PCI2019-002
JULY 2, 2019
PAGE 3 OF 5

1. The modified fences will provide additional privacy to occupants while remaining attractive and consistent with Phase 1.

Disadvantages

1. Staff has not identified any disadvantages associated with the proposed interpretation.

Environmental Review

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that the interpretation may have a significant effect on the environment. This is because the Planning Commission is making an interpretation that would not cause any foreseeable environmental impacts. Therefore, this project is not subject to CEQA.

COST ANALYSIS:

Cost for review and processing of this request is paid for by the applicant as part of the development review fees.

ALTERNATIVES:

The Planning Commission can:

1. Adopt the Resolution interpreting that the modified fence designs are consistent with the intent of the approved design in the Mills Ranch Design Manual (approved August 30, 2005).
2. Request additional information.
3. Take other action, as needed.

Exhibits: Resolution No. 2019-259

Submitted by: MCA for Erik Berg-Johansen
Erik Berg-Johansen, Planner

Approved by: MCA for Doreen Liberto
Doreen Liberto, AICP, Community Development Director

EXHIBIT 1

RESOLUTION NO. 2019-259

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
RECOMMENDING THE CITY COUNCIL OF THE CITY OF KING MAKE A
SUBSTANTIAL CONFORMANCE DETERMINATION REGARDING FENCES WITHIN
THE MILLS RANCH SPECIFIC PLAN.**

WHEREAS, the City received a request from Mike Nino, Nino Homes for an interpretation that allows modification to fence designs with the top one (1') foot of fences being a minimum of fifty (50%) percent opaque in yards facing streets, and solid fences between lots and facing alleys ("**Project**"), as shown on **Exhibit 1**, are consistent with the intent of the approved design in the Mills Ranch Specific Plan Design Manual (approved August 30, 2005); and

WHEREAS, pursuant to City Municipal Code §17.48.020, the Planning Commission ("**Commission**") can make interpretations of the Zoning Code by resolution, including Substantial Conformance Determinations; and

WHEREAS, since the Project is located in a Specific Plan, the Commission is making a recommendation to the City Council ("**Council**").

WHEREAS, staff has evaluated the request and supports the Project; and

WHEREAS, finding the Project in Substantial Conformance Determination does not create negative impacts and would provide consistency between Phase 1 and Phase 2 of the Mills Ranch development; and

WHEREAS, the Commission makes the followings findings of facts:

1. The Project is consistent with the intent of the Mills Ranch Specific Plan to provide privacy, and be attractive.
2. The Project achieves a balance between an attractive design and providing sufficient privacy for residents.
3. The Project will provide consistency between Phase 1 and Phase 2 of Mills Ranch.

WHEREAS, on **July 2, 2019**, the Commission reviewed and considered the information in the Staff Report and testimony presented during the public hearing, and recommended the Council make a Substantial Conformance Determination on the Project.

PLANNING COMMISSION INTERPRETATION

PCI2019-002

JULY 2, 2019

PAGE 5 OF 5

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King recommends the City Council of the City of King adopt a Resolution that makes a Substantial Conformance Determination on the modified fence designs, as shown on **Exhibit 1** and based on the above findings of fact.

This resolution was passed and adopted this **2nd** day of **July 2019** by the following vote:

AYES, and in favor thereof, Commissioners:

NAYS, Commissioners:

ABSENT, Commissioners:

ABSTAIN, Commissioners:

APPROVED:

David Nuck, Chairperson

ATTEST:

Erica Sonne, Deputy City Clerk/Planning Commission Secretary

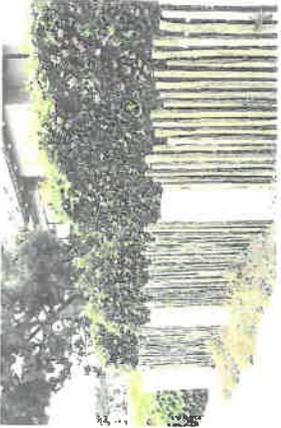
Rear/Side Yard Fences & Screens

Pattern Book. Walls and fences shall be 4 to 6 feet in height and can be softened with vines and plantings. The top two feet of 6-foot fences are required to have 50% opacity. Gates are permitted. Arbors are a permitted upgrade.

Rear/side yard fences and screens are required at Mills Ranch. The rear yards generally face alleys and access the garages and parking areas of each house. Materials shall be selected from the appropriate permitted materials list in the Architectural Patterns section of this



Rear Yard Entry off an Alley



Rustic Slat Screen Fence



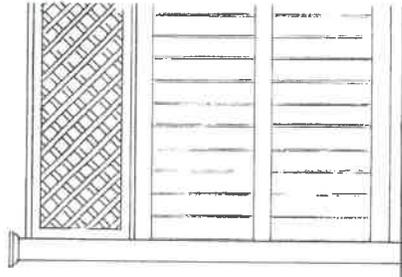
Typical Rear Yard Fence



Solid Rear Yard Fence



Rear Yard Screen Fence



24 inches high, 50% opacity

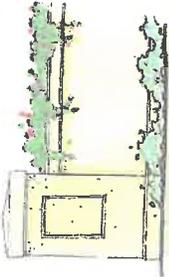
48 inches high, solid

Illustration of Standard 72-inch-high Rear/Side Yard Fence

Permanent Uprightline Front Yard Fences & Walls

Front yard fences and walls are a permitted builder upgrade at Mills Ranch. When used, walls, fences, and hedges up to a maximum of 36 inches high will define the transition from the street to the yard. Fences and walls should be

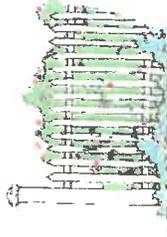
consistent with the architectural style of the house. Materials shall be selected from the permitted materials lists in the Architectural Patterns section of this Pattern Book.



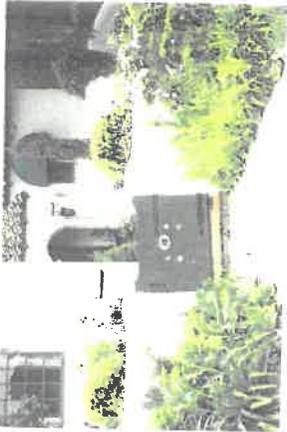
Illustrative Srauco Wall Elevation



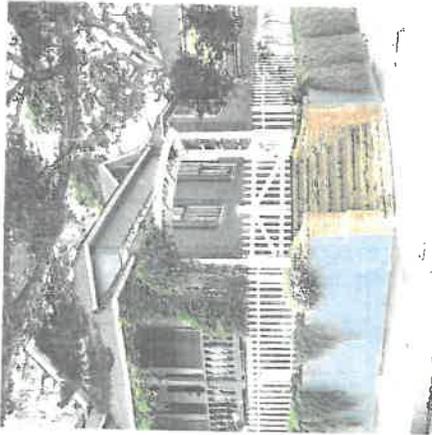
Illustrative Stone Wall Elevation



Illustrative Picket Fence Elevation



Srauco Wall with Gate



Srauco Wall with Fence



Picket Detail



Picket Fence with Stone Accent



Stone Wall

EXHIBIT 4

RESOLUTION NO. 2019-4728

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING MAKE A SUBSTANTIAL CONFORMANCE DETERMINATION REGARDING FENCES WITHIN THE MILLS RANCH SPECIFIC PLAN.

WHEREAS, the City received a request from Mike Nino, Nino Homes for an interpretation that allows modification to fence designs with the top one (1') foot of fences being a minimum of fifty (50%) percent opaque in yards facing streets, and solid fences between lots and facing alleys ("**Project**"), as shown on **Figure 1** in the staff report, are consistent with the intent of the approved design in the Mills Ranch Specific Plan Design Manual (approved August 30, 2005); and

WHEREAS, pursuant to City Municipal Code Section 17.48.020, the Planning Commission ("**Commission**") can make interpretations of the Zoning Code by resolution, including Substantial Conformance Determinations; and

WHEREAS, since the Project is located in a Specific Plan, the Commission made a recommendation to the City Council ("**Council**"); and

WHEREAS, staff 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 the interpretation may have a significant effect on the environment because the Council is making an interpretation that would not cause any foreseeable environmental impacts, and therefore, the Project is not subject to CEQA.

WHEREAS, on **July 2, 2019** the Commission considered the Project, all related information and all public input, and adopted Resolution No. 2019-259 which recommended the Council make a Substantial Conformance Determination based on the findings of facts listed below; and

WHEREAS, on **July 9, 2019**, the Council made a Substantial Conformance Determination on the Project, based on the following findings of fact:

1. The Project does not create negative impacts on the community and neighborhood.
2. The Project is consistent with the intent of the Mills Ranch Specific Plan to provide privacy and be attractive.
3. The Project achieves a balance between an attractive design and providing sufficient privacy for residents.

**CITY COUNCIL
MILLS RANCH SPECIFIC PLAN SUBSTANTIAL CONFORMANCE DETERMINATION
(FENCE)
JULY 9, 2019
PAGE 2 OF 3**

4. The Project will provide consistency between Phase 1 and Phase 2 of the Mills Ranch development.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King adopt a Resolution that makes a Substantial Conformance Determination on the modified fence designs, as shown on **Exhibit 1** and based on the above findings of fact.

This resolution was passed and adopted this **9TH** day of **July 2019** by the following vote:

**AYES,
NAYS,
ABSENT,
ABSTAIN,**

APPROVED:

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

**CITY COUNCIL
MILLS RANCH SPECIFIC PLAN SUBSTANTIAL CONFORMANCE DETERMINATION
(FENCE)
JULY 9, 2019
PAGE 3 OF 3**

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



Item No. 10(A)

REPORT TO THE PLANNING COMMISSION

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF VESTING TENTATIVE TRACT MAP CASE NO. TTM 2019-001, FOR THE DIVISION OF A 0.66 ACRE PARCEL INTO SEVEN (7) LOTS OFF OF MUSTANG COURT (APN 026-071-073)

RECOMMENDATION

Adopt Resolution No. 2019-4725 which approves a vesting tentative tract map to create seven (7) lots.

BACKGROUND

Municipal Code Chapter 16.12 requires the City Council ("**Council**") to make a final determination on tract maps. On July 2, 2019, the Planning Commission ("**Commission**") approved a conditional use permit ("**CUP**"), architectural review ("**AR**") and landscape review plan ("**LRP**") to allow construction of seven (7) affordable single family homes. The Commission recommended the Council approve the accompanying vesting tentative tract map ("**VTM**"). Condition of approval ("**COA**") No. 1 states that if the Council makes changes to the VTM that affect the Commission action(s) on CUP2019-002, AR2019-001 or LPR2019-001, all applications may be referred back to the Commission to amend their approval.

The applicant, Peoples' Self-Help Housing ("**PSHH**"), is a non-profit organization that builds affordable housing. They are requesting to create seven (7) single-family residences for low-income families. A vacant 28,656 square foot parcel, or .66 acre site, would be subdivided into seven (7) lots with the eventual construction of seven (7) single-family detached homes. The site is located along Mustang Court (**Reference Figure 1**). The vacant site is relatively level (generally less than two (2%) percent slope) and covered with non-native annual grasses. There are no significant vegetation, habitat or other environmental issues that would constrain the development of residential use of the property. Before urban uses encroached onto adjacent lands, the site was historically cropland during the 1800's and early 1900's.

**CITY COUNCIL
CONSIDERATION OF VESTING TENTATIVE TRACT MAP CASE NO. TTM 2019-001,
FOR THE DIVISION OF A 0.66 ACRE PARCEL INTO SEVEN (7) LOTS OFF OF
MUSTANG COURT (APN 026-071-073) JULY 9, 2019
PAGE 2 OF 11**

The homes will be built through a process called sweat equity. Sweat equity refers to the labor homeowners dedicate to building their own home and helping their neighbors build their homes. The vesting tentative track map (“VTM”), conditional use permit (“CUP”), architectural review permit (“AR”), and landscaping plan permit (“LPR”) allow construction of seven (7) low-income homes. The applicant has requested the use of Municipal Code Section 16.12.310 and Section 17.16.100 (Optional Design Standards) to tailor the development regulations (e.g., setbacks) to the parcel and proposed project design. Municipal Code Chapter 16.12 requires the Council to make a final determination on tract maps. Therefore, the Commission approves the CUP, AR, and LPR and makes a recommendation on the VTM.

Figure 1 – Site Location



DISCUSSION

Applications Submitted

The applicant is requesting approval of four (4) separate related permits, which are:

1. **Vesting Tentative Tract Map (Case No. VTM 2019-001):** To subdivide a 28,656 square foot parcel into seven (7) lots ranging from 3,394 sq. ft. to 5,136 sq. ft. The applicant requests lot size reductions for lot area, lot width and lot depth, as shown on **Figure E**.

CITY COUNCIL

CONSIDERATION OF VESTING TENTATIVE TRACT MAP CASE NO. TTM 2019-001, FOR THE DIVISION OF A 0.66 ACRE PARCEL INTO SEVEN (7) LOTS OFF OF MUSTANG COURT (APN 026-071-073) JULY 9, 2019 PAGE 3 OF 11

2. **Conditional Use Permit (CUP 2019-002):** To construct seven (7) detached residences and associated driveways, parking, fencing, utilities, drainage system and other improvements. Applicant requests reductions in interior side yard setbacks from six (6') feet to four + (4.33') feet and street side yard reduction from ten (10') feet to six (6') feet, as shown on **Figure D**.
3. **Architectural Review Permit (Case No. AR 2019-001):** To build contemporary designed homes of four (4) one (1) story, three (3) bedroom homes and three (3) two (2) story, three (3) bedroom homes, as shown on **Figures A-C**.
4. **Landscape Plan Review (LPR 2019-001):** To install landscaping as shown on the Conceptual Landscape Plan with proposed street trees, shrubs, ground-cover, front yard trees and water-conserving irrigation system and Water Efficient Landscape Worksheet.

PSHH has a long history of constructing similar affordable housing projects in the region. They intend to sell the lots to low-income owners who qualify for USDA 502 mortgages. Per USDA requirements, the homeowners must physically participate in the building process and contribute "sweat-equity" to reduce their mortgages (USDA 502). A building contractor will instruct the new homeowners in construction methods and safety measures. PSHH has assisted over one-thousand and two hundred (1,200) low-income families to become successful homeowners through mutual self-help construction.

General Plan and Zoning Designations and Surrounding Land Uses

The site is within the MHDR General Plan land use designation and R-3 Zoning District. The MHDR allows eighteen (18) dwelling units per acre. Based on the lot size, the General Plan allows up to fourteen (14) units on the subject site. The project has a density of about twelve (12) units per acre. The MHDR land use designation allows a variety of residential units, including single family. The R-3 Zoning District permits the development of single family dwellings. (**Reference Table 1.**)

The site is surrounded on the north and east by cluster residential housing, on the west by single-family housing and on the south by the high school football stadium. (**Reference Table 1.**) The proposed homes will be consistent with the surrounding uses.

Site Plan

The applicant proposes lots that are less than the area, width and depth required by the Municipal Code. (**Reference Figure D.**) Optional Design Standards are being utilized to tailor the project to the parcel. The requested reductions facilitate the development of moderate sized single-family homes and small properties that will be affordable to low-income families, fulfilling the Housing Element policy to: "*Encourage Small Lots and Utilize Irregular Lots,*' of the Housing Element of the General Plan."

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Interior side yard setbacks will range from of four (4.33') feet to five (5') feet. Rear yard setbacks of fifteen (15') feet to twenty-one (21') feet will provide usable outdoor space for each family. The applicant will construct six (6') foot tall wood privacy fences between each new home. Gates will provide access for garbage containers to be stored in the private yards.

Architecture

The project will include one (1) and two (2) story residences. The applicant proposes a contemporary architectural style with two (2) housing sizes, a single-story home and a two (2) story home. The single-story homes will be approximately 1,135 (plus a 413 square foot garage) square feet with three (3) bedrooms and two (2) bathrooms and the two-story homes will be approximately 1,1,316 square feet (plus a garage) with three (3) bedrooms and two and one-half (2.5) bathrooms. Roofs, constructed of dark gray asphalt shingles, are gable style and wall texture is stucco. A variety of complementary house colors are proposed. (**Reference Figures A-C.**) Windows have handsome wood decorative trim which gives each home a more custom appearance. All of the homes feature two (2) car attached garages and two additional onsite guest parking spaces in front of the garage doors. There will be a single elevation for the three (3) two (2) story homes with several different compatible color schemes. There will be two (2) different elevations for the four (4) single-story homes.

Each home has an attached two (2) car garage which complies with Municipal Code Section 17.52.010(c)(A)-Single-Family Residences. In addition, each home will have minimum setback of twenty (20') foot minimum from the edge of the proposed main drive, providing space for two (2) guests to park in the paved private driveways in front of each of the garage doors. Each landowner will own to the center of the proposed main drive, approximately twelve (12') feet of the twenty-four (24') feet wide concrete drive, which will be described on the final map as an easement for access to the neighbors' homes.

Landscape/Irrigation/Drainage

The applicant submitted a conceptual landscaping and irrigation evaluation. Plants are proposed to be drought tolerant and easy to maintain with an emphasis color and texture. The applicant proposes a variety of trees for front yards, including Silk Tree, Strawberry Tree, Chitalpa (multi-trunk tree), Crape Myrtle (lavender color flowers) and the Chinese Pistache. Shrubs include Wild Lilac, Toyon, Coffeeberry and Rosemary. Twenty-six (26) different trees, shrubs, and groundcover plants are proposed. The ground would be covered with three (3") inches of 'walk-on' bark mulch.

In addition to using drought tolerant plantings, the applicant proposes a low water use drip irrigation system. The plan includes a Water Efficient Landscape Worksheet evaluation of landscaping and irrigation, per Municipal Code Chapter 15.50.

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Under the requirements of the US Environmental Protection Agency ("**EPA**") and the State Water Resources Control Board, the City of King is a small municipal separate storm water system ("**MS4**") and all projects (as defined under the law) are required to incorporate best management practices to protect water quality. The City's Municipal Code Section 17.56.100 requires developers to comply with City, EPA and Central Coast Regional Water Quality Control Board ("**RWQCB**") requirements for erosion control during grading and construction, as well as requirements for long-term water quality after the project construction is complete. Municipal Code Section 17.56.100 provides developers seven (7) different options to address water quality and reduce runoff.

The applicant's engineer conducted a preliminary drainage analysis of the site and proposed project. The subdivision plan includes a proposed drainage system that incorporates 'Stormtech Chambers' in the rear yards of each residence. The chambers are sub-surface drainage basins that collect the rainfall runoff from each site, allowing the drainage waters to percolate into the groundwater and protecting the water quality of runoff. The Stormtech systems can be sized for different amounts of runoff.

Vesting Tentative Tract Map

Vesting tentative tract maps ("**VTM**") are subject to the Commission making a recommendation to the Council based on findings contained in Municipal Code Section 16.28.112, which state, "*that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan and any adopted specific plan of the city.*" The applicant proposes seven (7) lots that are smaller than, narrower than and shallower than the Subdivision Regulations. (**Reference Figure E.**) Pursuant to Municipal Code Section 16.12.040, the minimum lot area is six-thousand (6,000') square feet, minimum width is sixty (60') feet and minimum depth is ninety (90') feet. The lot sizes, widths and depths are less than required by the subdivision regulations. However, the project will result in significant benefits that warrant the granting of variations based on the affirmative findings that can be made. Pursuant to Municipal Code Sections 16.12.310 and 16.12.320 and 16.12.330.

The proposed VTM provides all of the required improvements stipulated in Municipal Code Section 16.16.020 to provide for services and utilities. Following is a summary of some of the improvements:

- **Solid Waste:** The proposed main drive is too narrow for standard trash trucks. Salinas Valley Solid Waste has indicated that they plan a special pick-up for trash and recyclables using a smaller truck that can maneuver on the twenty-four (24') foot wide access drive.
- **Water, Sewer, Electricity and Other Utilities:** Water will be supplied by California Water Service Co. and sewer services by the City of King. Water meters are proposed to be located adjacent to the Mustang Court frontage, next to the main

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drive entry, with separate private water service lines to each home. New utility services will be installed underground.

- Mail Delivery Service: A community-type lockable mailbox serving all seven (7) homes will be provided adjacent to Mustang Court.

Maintenance Agreement

The applicant is required to prepare a 'Maintenance Agreement' and provide an executed copy of it to the City prior to recordation of the VTM.

Option Design Standards

Municipal Code Sections 16.12.310 and 17.16.110 allow the use of modified development standards to improve a project design. Optional Design Standards provide the Commission with the authority to allow divergences from code standards when and where the deviation will:

- (1) Produce a more desirable and livable community than the minimum requirements in this chapter;
- (2) Create better community environment through dedication of public areas, or setting out permanent scenic easements or open spaces, rearrangement of lot sizes, or reforestation of barren areas; and
- (3) Reduce the danger of erosion.

The design of the proposed project, which reduces lot sizes and building setbacks, will provide affordable single-family homes for low-income families, which produces a more desirable community due to a range of housing costs. The Housing Element of the General Plan encourages "Small Lots and Utilize Irregular Lots," recommending that the City "work with local developers to identify workable small lot options." The Housing Element further encourages "Development Incentives" by identifying "appropriate and achievable infill development incentives" and to "Implement incentives." The small lots, reduced setback and other deviations requested by the applicant will enable them to build an affordable housing development. The project reduces the danger of erosion by including innovative Stormwater Chambers to reduce rainfall runoff and help recharge the groundwater basin.

COST ANALYSIS:

While the program is designed to provide affordable housing to low-income families, the units will not be deed restricted. Therefore, homeowners will pay property taxes to assist with the funding of City services.

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ENVIRONMENTAL ANALYSIS:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, has determined with certainty that there is no possibility that this project may have a significant effect on the environment. The applicant submitted a Phase I environmental evaluation of the property which indicated that there were no significant impacts. The Phase I Environmental Report was conducted by Haro Environmental earlier this year. That document showed very low levels of pesticide residue but did not indicate any environmental conditions or concerns that would pose a significant environmental threat. While agricultural chemicals were detected, they were levels below thresholds. Therefore, the project is categorically exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff’s recommendation.
2. Modify and approve staff’s recommendation.
3. Provide other direction to staff.

Tables

Table 1: Adjacent General Plan, Zoning District and Land Use

Direction	General Plan/ Zoning District/ Existing Land Use	Direction	General Plan/Zoning District/ Existing Land Use
North:	MHDR/R-3/ Duplex Residence	East:	MHDR/R-3/ Duplex Residences
West:	MHDR/R-3/ Single-Family Residences	South:	PQ/R-1/ High School Football Stadium

Table 2: Project Consistency with Municipal Code

Zoning and Subdivision Criteria	Code Requirement R-3 Zone	Applicant’s Proposal	Percentage Reduction or Change	Reason for Divergence from Code Standard,
Minimum Lot Size M.C. 17.16.060 M.C. 16.12.040	6,000 sq. ft. (Zoning and Subdivision Standard)	Lots range from 3,394 sq. ft. to 5,136 sq. ft.	43% reduction of smallest lot	Reduction will result in provision of affordable housing for low-income families

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Maximum Density M.C. 17.16.130	One unit per 2,000 sq. ft. lot area	Seven units on 28,656 = 4,094 sq. ft. per unit	Meets Code	No divergence from code
Minimum Lot Width M.C. 17.16.060 M.C. 16.12.040	60 ft. (Zoning and Subdivision Standard)	38 ft.	36% reduction of lot width	Reduction will result in provision of affordable housing for low-income families
Minimum Lot Depth M.C. 17.16.060 M.C. 16.12.040	100 ft. (Zoning Standard) 90 ft. (Subdivision Standard)	89 ft. (smallest lot depth)	11% reduction of lot depth	Reduction will result in provision of affordable housing for low-income families
Maximum Lot Coverage M.C. 17.16.070	60% Coverage	58% Coverage, (Smallest lot)	Meets Code	No divergence from code
Minimum Front Setback M.C. 17.16.080	15 ft.	20 ft.	Meets Code	No divergence from code
Minimum Street Side- Yard Setback (unit located next to Mustang Court) M.C. 17.16.080	10 ft. (Applies to Lot 1)	6 ft. (Lot 1)	40% reduction	Reduction will result in provision of affordable housing for low-income families
Minimum Interior Side- Yard Setback M.C. 17.16.080	6 ft.	4.33 ft. to 5 ft.	28% reduction	Reduction will result in provision of affordable housing for low-income families
Minimum Rear-Yard Setback M.C. 17.16.080	10 ft.	14.96 ft.	Meets Code	No divergence from code
Minimum Landscape Area M.C. 17.16.130	300 sq. ft. per unit	1,248 sq. ft. Or greater	Meets Code	No divergence from code
Minimum Parking & Space Sizes Garage (For Each Residence) M.C. 17.52.010	Two 10 ft. x 20 ft. covered parking spaces	10 ft. x 20 ft. (20 ft x 20 ft garages)	Meets Code	No divergence from code
Open Visitor Parking Spaces (Minimum Parking Space Size) M.C. 17.52.060	9 ft. x 20 ft. each parking space	9 ft. x 20 ft.	Meets Code	No divergence from code
Maximum Building Height M.C. 17.16.050	30 ft.	15 to 28 ft. (One and Two- Story Units)	Meets Code	No divergence from code
Minimum Landscape Area per Unit (Incl. Walkways) M.C. 17.16.030	300 sq. ft.	Ranges from 1,350 sq. ft to 1,790 sq. ft.)	Meets Code	No divergence from code
Minimum Width, Access Drive M.C. 17.52.060	24 ft. width	24 ft. width	Meets Code	No divergence from code

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Figures



Figure A, Perspective Rendering View from Mustang Court



Figure B, View From Drive Looking South



Figure C, View From Drive Looking North

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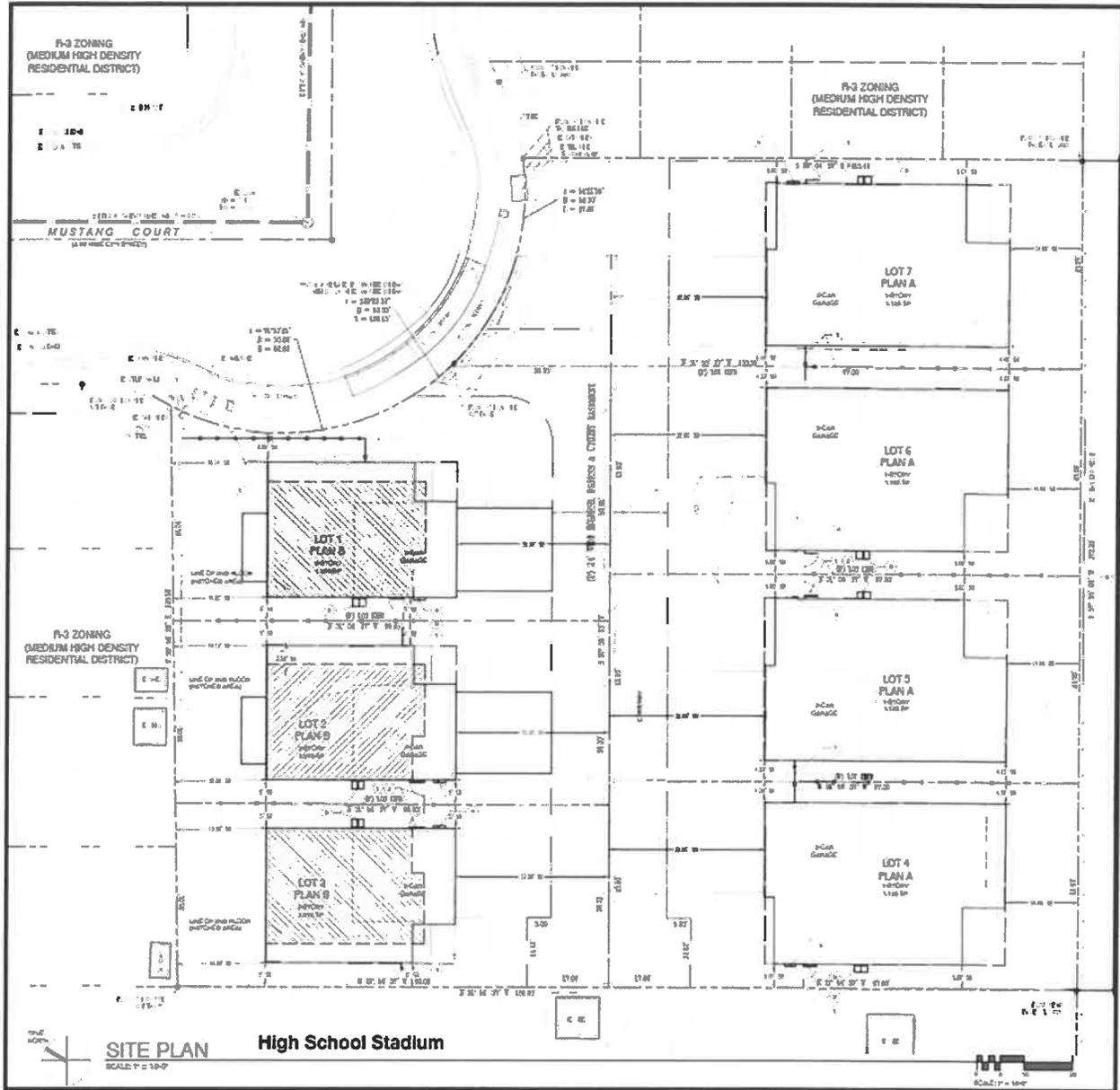


Figure D, Site Plan

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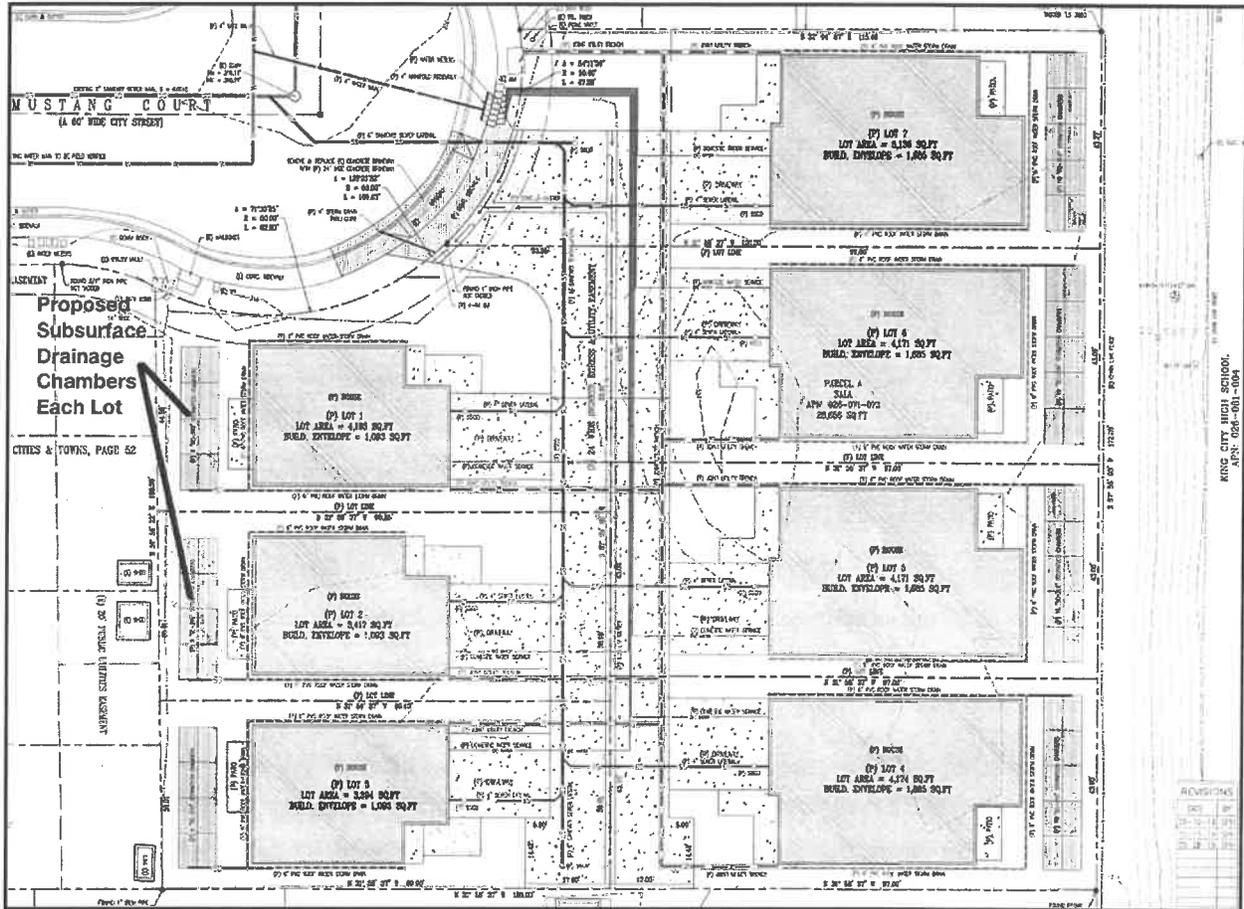


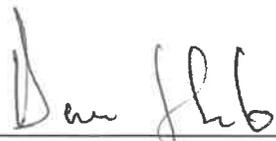
Figure E Vesting Tentative Tract Map showing subsurface drainage chambers

Exhibits:

- Exhibit 1 - Findings of Fact
- Exhibit 2 - Conditions of Approval
- Exhibit 3 - Project Site Plan
- Exhibit 4 - Vesting Tentative Tract Map
- Exhibit 5 - Architectural Renderings, Building Elevations and Floor Plans; Schematic Landscaping Plans and Water Use
- Exhibit 6 - Planning Commission Staff Report and Resolutions
- Exhibit 7- City Council Resolution

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Submitted by:



Doreen Liberto, Community Development Director

Approved by:



Steven Adams, City Manager

EXHIBIT 1

FINDINGS OF FACTS

VTM 2019-001, CUP 2010-002, AR 2019-001, and LPR 2019-001

The purpose for making Findings of Facts is to *"bridge the analytical gap between the raw evidence and ultimate decision"*. The Municipal Code gives the Planning Commission (Commission) the authority to approve a project so long as the Commission can make certain findings. Written "findings of fact" are required in order to support the decision of the hearing body to approve or deny a project.

California Environmental Quality Act (CEQA) Findings of Fact

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, has determined with certainty that there is no possibility that this project may have a significant effect on the environment. The applicant submitted a Phase I environmental evaluation of the property which indicated that there were no significant impacts. The Phase I Environmental Report was conducted by Haro Environmental earlier this year. That document showed very low levels of pesticide residue but did not indicate any environmental conditions or concerns that would pose a significant environmental threat. While agricultural chemicals were detected, they were levels below thresholds. Therefore, the project is categorically exempt from the California Environmental Quality Act ("**CEQA**"), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects.

Vesting Tentative Tract Map ("VTM")

(To approve a VTM, findings must be made in accordance with Municipal Code Chapters 16 and 17, and pursuant to the Subdivision Map Act, Cal. Government Code Sections 66473.1, 66474, .66451, etc.)

1. The VTM is in conformity with provisions of the Subdivision Map Act ("**SMA**") and Municipal Code Chapter 16.28, Tentative Maps, as to design, public improvements, drainage, utilities, road improvements because the project will make all necessary improvements to provide for the health, safety and welfare of the community.
2. The VTM is consistent with the goals, policies and objectives of the City of King General Plan and MHDR General Plan land use designation because:
 - a. the MHDR land use designation allows up to eighteen (18) dwelling units per acre. The project is at a density of twelve (12) dwelling units per acre.
 - b. it is consistent with the Housing Element policy to: *"Encourage Small Lots and Utilize Irregular Lots."*
 - c. the MHDR land use designation allows a variety of residential units, including single family.

3. The project is consistent within the R-3 Zoning District which allows single-family dwellings.
4. The design and improvement of the VTM are consistent with SMA Section 66188 because the design of the map, and the project provides for the needed street alignment, grades and widths, drainage and sanitary facilities and utilities, including the required easements, fire roads, fire breaks, and other specific physical requirements required by the General Plan. In addition, Section 66427 of the SMA expressly states that the "design and location of buildings are not part of the map review process for condominium, community apartment or stock cooperative projects."
5. The design and layout of the VTM are consistent with the design standards established by the SMA and City of King Municipal Code. Several City departments/official (including Department of Building and Safety, City Engineer, and Waste Management) have reviewed the originally submitted map. The City Engineer provided comments that have been included as conditions of approval. In addition, the project will be required to comply with providing necessary public access to the on-site easements.
6. The subdivision site is physically suitable for this type and density of development. The property is not in a flood zone or earthquake fault zone and is relatively flat. Project construction would involve minimal site grading and alteration of existing topography. Thus, the project site is physically suitable for the proposed development.
7. The design of the subdivision and improvements covered by the proposed vesting tentative subdivision map will not cause substantial environmental damage and avoidably injure fish and/or wildlife or their habitat because staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, has determined with certainty that there is no possibility that this project may have a significant effect on the environment. The applicant submitted a Phase I environmental evaluation of the property which indicated that there were no significant impacts. The Phase I Environmental Report was conducted by Haro Environmental earlier this year. That document showed very low levels of pesticide residue but did not indicate any environmental conditions or concerns that would pose a significant environmental threat. While agricultural chemicals were detected, they were levels below thresholds. Therefore, the project is categorically exempt from the California Environmental Quality Act ("**CEQA**"), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects.
8. The design of the subdivision or its related improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. This VTM provides for easements, as shown on the tentative map and addressed in the conditions of approval.

9. The design of the proposed subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision meets all applicable City standards pertaining to public health, safety, and welfare (e.g., standards pertaining to public utilities and services, public road design and traffic safety, fire hazards and noise hazards). All public safety measures are addressed through the design and conditions of approval for VTM. The driveway is consistent with the requirements of the City Engineer and Fire Department. The homes will be equipped with automatic residential fire sprinklers and will be required to meet the requirements of the California Building Code, Fire Code, and other applicable City codes and/or requirements. The site is free from toxic or hazardous materials and no earthquake, landslide, flooding, or other natural hazards exist at this site.
10. The restriction on approving a tentative subdivision map on land covered by a land conservation contract entered into pursuant to the California Land Conservation Act of 1965 (Williamson Act) is not applicable. The site is not covered by a land conservation contract. The discharge of waste from the proposed subdivision would not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board ("**RWQCB**"). No discharge violation currently exists and sewer capacity is available for this subdivision. The project would not discharge any waste other than domestic sewage and all sewage would be discharged into the city's sanitary sewer system for ultimate treatment. Urban stormwater runoff is required to meet the City's RWQCB permit requirements for urban development. The subdivision plan includes a proposed drainage system that incorporates 'Stormtech Chambers' in the rear yards of each residence.
11. Government Code Section 66473.1 requires that the design of the subdivision shall provide, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision. Based on the project location, there is sufficient northern, southern, eastern, and western exposure to allow for passive heating or cooling systems to be provided on the site. The design of the VTM provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

Conditional Use Permit (CUP)

1. The project is consistent with the goals, policies and objectives of the City of King General Plan and MHDR General Plan land use designation because:
 - a. at a density of twelve (12) dwelling units per acre, the project is below the allowable number of dwelling units of 18 units per acre.
 - b. It is consistent with the Housing Element policy to: "*Encourage Small Lots and Utilize Irregular Lots.*"
 - c. the MHDR land use designation allows a variety of residential units, including single family.

2. The project is consistent within the R-3 Zoning District which allows single-family dwellings.
3. The health, safety and general welfare of the community will be protected through the project layout and conditions of approval. The project design and location ensure that the City develops in an orderly manner, and it operates in a manner that does not adversely affect the surrounding areas.
4. The design location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity in terms of aesthetic values, character, scale, and view protection. The proposed onsite structures are compatible in size, style and scale with the adjacent uses.
5. The design is functional, allowing for ease and safety of pedestrian and bicycle traffic and providing for elements that support the building's necessary operations (e.g., convenient vehicle access to property and utilities, appropriate site arrangement and integrated signage).

Option Design Standards

6. The project is consistent with the intent of Municipal Code Section 16.12.310 and Section 17.16.100 (Optional Design Standards) because it tailors the development to the parcel because it:
 - a. produces a more desirable and livable community than the minimum requirements in this chapter;
 - b. creates better community environment through rearrangement of lot sizes to create a better layout for affordable housing; and
 - c. reduces the danger of erosion, as required by the conditions of approval.

Architectural Review/Landscape Design Permit

1. The design is consistent with applicable provisions of the General Plan, Zoning District and surrounding neighborhood because it provides single family development which is similar to the surrounding area.
2. The project has a unified and coherent design that creates an internal sense of order and desirable environment for occupants, visitors, and the general community, is consistent with the Zoning District and Option Design Standards, and is consistent with adjacent architecture, subject to implementation of the conditions of approval.
3. The design is of high aesthetic quality, using high quality, integrated materials and appropriate construction techniques, and incorporating textures, colors, and other details that are compatible with and enhance the surrounding area, subject to implementing the conditions of approval.

4. The landscape design complements and enhances the building design and its surroundings, is appropriate to the site's functions, and utilizes regional indigenous drought-resistant plant material capable of providing desirable habitat, and that can be appropriately maintained, and is consistent with Municipal Code Chapter 15.50, subject to implementation of the conditions of approval.
5. The project incorporates design principles that achieve sustainability in areas related to energy efficiency, water conservation such as purple pipes, building materials, drought tolerate landscaping, and site planning, subject to implementation of the conditions of approval.

FINAL CONDITIONS OF APPROVAL (July 2, 2019 Planning Commission)

TTM CASE NO. 2019-001, CUP CASE NO. 2019-002, AR CASE NO. 2019-001, LPR CASE NO. 2019-001

THE FOLLOWING CONDITIONS OF APPROVAL (“COA”) ARE APPLICABLE TO TTM 2019-001 CUP 2019-002, AR 2019-001, LPR 2019-001.

Community Development Department Conditions (The applicant should discuss the following conditions of approval (COA) with Maricruz Aguilar, (831) 386-5916, if there are any questions.)

1. **Project Description:** The project includes using the Optional Design provision of Municipal Code Sections 16.12.310 and 17.16.110, which allow variations from certain development standards.

The approval Includes:

- **Vesting Tentative Tract Map Case No. TTM2019-001** – A recommendation to the City Council to subdivide a 28,656 square foot parcel to create seven (7) lots ranging in size from 3,394 square feet to 5,136 square feet, with a twenty-four (24’) feet wide common access driveway. The project includes parcels which are less than. The minimum required lot area, and lot width and lot depth as shown on **Exhibit 6**.
 - **Conditional Use Permit Case No. CUP2019-002** - Construct seven (7) single family, one and two-story detached houses. The project is a “sweat equity” project for low-income families. The project includes reduced side yard setbacks, as shown on **Exhibit 5**.
 - **Architectural Review Permit Case No. AR2019-001** – Construct homes in accordance with approved architectural elevations, renderings, site plan, and colors and materials, as shown on **Exhibit 7**.
 - **Landscape Plan Review Permit Case No. LPR2019-001** – Install landscaping and fencing in accordance with COA 11 and as shown on **Exhibit 7**.
2. **VTM:** TTM2019-001 is subject to City Council approval. Any changes by the City Council to the VTM, including the COA, that affect the Planning Commission action(s) on CUP2019-002, AR2019-001 or LPR2019-001, may be referred back to the Planning Commission to amend their approval.
 3. **Expiration of Projects:**
 - **CUP/AR/LP:** The approval period shall be null and void **if not used** within one (1) year from the date of the Planning Commission approval.
 - **Tract Map:** The TTM shall expire three (3) years after approval or conditional approval by the final decision maker unless otherwise provided in the Subdivision Map Act (“SMA”) Government Code Section 66452.6.
 4. **Hold Harmless Clause:** To the furthest extent allowed by law, the applicant shall indemnify,

hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these conditions of approval or any approval associated with entitlements associated with the project (collectively "Approvals"); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all approvals. The applicant's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this paragraph shall survive any termination, revocation, overturn, or expiration of an approval.

The nature and extent of the applicant's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in the preceding paragraph shall be governed by this paragraph. To the furthest extent allowed by law, the applicant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, the applicant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance authorized or required by the approvals, requirements (including any mitigation measures) related to CEQA, or the performance of any or all work to be done by the applicant or its contractors, agents, successors and assigns pursuant to the approvals (including, but not limited to any design, construction and/or ongoing operation and maintenance of off-site improvements, if any, unless and until such off-site improvements are dedicated to and officially accepted by the City). The applicant's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, consultants or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, consultants agents or volunteers. If the applicant should subcontract all or any portion of the services to be performed pursuant to the approvals, the applicant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers in accordance with the terms of this paragraph. The provisions of this paragraph shall survive any termination, revocation, overturn, or expiration of an approval.

5. **Other County, State and Federal Permits:** The applicant shall provide copies of any required County, State and Federal permits and written verification of waiver of permit requirements.
6. **Changes:** The project shall be in substantial conformance with the approved plans (**Exhibit 5, Exhibit 6, Exhibit 7**), and the COA approved by the Planning Commission on **July 2, 2019** and as determined by the Community Development Director.

7. **Lighting:** Adequate security lighting shall be provided. The lighting shall meet all standards contained in the Municipal Code Section 17.20.120. Outdoor lighting fixtures, either wall mounted or light standards, should be in keeping with the architectural theme of the buildings. They should provide enhanced pedestrian safety, in addition to street light fixtures, and accentuate, but not dominate architectural features. **As part of the final tract map submittal building permit submittal of each lot,** a lighting plan shall be submitted for review by the Building and Safety Department, Community Development Department and Police Department and identify in the design how to prevent glare into the public areas. All outdoor lighting shall be hooded and directed so as not to shine on public roads or surrounding properties. Where appropriate, light-emitting diode ("**LED**") lighting should be used for external lighting to reduce the site's electricity consumption. Pole light fixtures in parking areas shall not exceed thirty (30') feet in height.

8. **Standard Cultural Resource:** The following cultural resource COA are applicable to all approved applications.

- **Prior to and during construction of each phase or individual construction activity** undertaken as part of the project and to mitigate potential impacts to cultural resources, the following steps shall be taken:
- **Prior to excavation and construction on the project site,** the prime construction contractor and any subcontractor(s) shall be cautioned on the legal and/or regulatory implications of knowingly destroying historic or prehistoric cultural resources or removing artifacts such as, but not limited to, prehistoric groundstone, projectile points, shell middens, or debitage, human remains, historic materials such as, but not limited to, bottles or cans and other cultural materials from the project site.

Responsibility: Project Applicant, Prime Construction Contractor, Subcontractors
Timing: Prior to excavation and construction
Funding: Project Applicant

- **Prior to any demolition, excavation, or construction,** the project applicant shall identify a qualified archaeologist to be on call if any cultural resources are identified, or if required by the City when project excavation of four (4') feet or great is needed. The City shall approve the selected archaeologist **prior to issuance of the any permit that includes soil disturbance.** When excavation of greater than four (4') feet is anticipated, a Tribal Monitor may be required.

Responsibility: Project Applicant, City
Timing: Prior to any demolition, excavation or construction.
Funding: Project Applicant

- **Prior to soil disturbing activities to search for surface evidence of historic or prehistoric cultural resources,** a project survey has not been conducted as part of the project application process, the archaeologist shall conduct a pedestrian survey of the project site. The archaeologist shall be authorized to perform spot check monitoring of subsurface construction for potential cultural resources, and analyze and evaluate artifacts or resources that may be uncovered. The qualified archaeologist shall also have the authority to temporarily halt excavation and construction activities in the immediate vicinity (within a 50-meter radius, or approximately 164-feet) of a find if significant or potentially significant cultural resources are exposed and/or adversely affected by

construction operations.

Responsibility: Project Archaeologist, City

Timing: Prior to soil disturbing activities to search for surface evidence of historic or prehistoric cultural resources.

Funding: Project Applicant

- In the event of a find, reasonable time shall be allowed for the qualified archaeologist to conduct additional subsurface testing, analysis, and reporting, if warranted. During this time, excavation and construction shall not be allowed in the immediate vicinity of the find (within a 50-meter radius, or approximately 164-feet, or within a larger area as determined by the qualified archaeologist). However, activities may continue in other areas of the project site if so, determined by the qualified archaeologist.
- If any find is determined to be significant by the qualified archaeologist, representatives of the project developer or construction contractor and the City, and the qualified archaeologist, shall meet to determine the appropriate course of action.

Responsibility: Project Archaeologist, Project Applicant, Construction Contractor, City

Timing: Prior to any work within a 50-meter radius, or approximately 164-feet, of the find

Funding: Project Applicant

- All cultural materials recovered as part of the testing or monitoring program shall be subject to scientific analysis, professional museum curation, and reporting prepared according to current professional standards. A copy of the report and analysis shall be provided to the California Historical Resources Information System Northwest Information Center for recordation.

Responsibility: Project Archaeologist, City

Timing: After Report and Analyses is completed

Funding: Project Applicant

In accordance with *State CEQA Guidelines*, Section 15064.5 (e)(1)(A)(B), in the event of the discovery or recognition of any human remains on the project site during development, the following steps shall be taken:

- There shall be no further excavation or disturbance of the site or any area reasonably suspected to overlie adjacent human remains until the Monterey County coroner is contacted to determine that no investigation of the cause of death is required. Possible indications of burials could include a layer of shells placed over the burial.
- If the coroner determines the remains to be Native American, then the coroner shall contact the Native American Heritage Commission ("**Commission**") within twenty-four (24) hours. The Commission shall identify the person or persons it believes to be the most likely descendent ("**MLD**") from the deceased Native American. The MLD may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98.

Responsibility: Project Contract, Project Applicant, City

Timing: In Event of Discovery or Recognition of any Human Remains

Funding: Project Applicant

- The project applicant or their authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if the:
 - a) Commission is unable to identify an MLD or the MLD failed to make a recommendation within forty-eight (48) hours after being notified by the Commission;
 - b) Descendent identified fails to make a recommendation; or
 - c) Landowner or their authorized representative rejects the recommendation of the descendent, and the mediation by the Commission fails to provide measures acceptable to the landowner.

Responsibility: Project Applicant, NAHC, MLD, City

Timing: After Discovery of Human Remains

Funding: Project Applicant

THE FOLLOWING COA APPLIES TO THE CUP, LP AND AR

Community Development Department Conditions (The applicant should discuss the following conditions of approval (COA) with Maricruz Aguilar, (831) 386-5916, if there are any questions.)

9. **Architectural Features:** The proposed building materials have dark gray asphalt roof shingles, windows with wood decorative trim, gable style and wall texture stucco with a combination compatible color scheme. The project shall utilize the proposed color scheme as presented on **Exhibits 7**. Minor variations will be subject to review and approval by the Community Development Department. All surfaces visible from the adjacent streets will be finished according to these standards.
10. **Sales Prices of Homes and Initial Qualified Buyers:** Prior to issuance of the building permit, the applicant shall provide estimated total cost for the home, expected family sizes for those who are anticipated to purchase the homes and family income levels (e.g., low or moderate income families) who will qualify for the homes.
11. **Provisions Addressing Maintenance of Landscaping and Building Exteriors:** Concurrent with the building permit application, the applicant shall provide measures that address the on-going maintenance of landscaping on each parcel, maintenance and repair of no-parking/fire lane signs and other improvements. Said provisions shall also include measures to prevent property owners and guests from parking on or otherwise destroying landscape areas identified in the final plan. Said provisions should also include measures to inform all future landowners and tenants of homes to protect drainage facilities, including but not limited to down-drains and roof gutters and down spouts, drainage pipes, and underground and surface drainage areas.
12. **Landscaping Plans:** Prior to issuance of a building permit, the applicant shall submit plans in compliance with Municipal Code Section 15.50.030, Provisions for new or rehabilitated landscapes. The Community Development Director or her designee shall review final Landscape Plans for consistency with the Plans approved by the Planning Commission and for consistency with the provisions for complying with Municipal Code Section 15.50.030.

Public Works Department (The applicant should discuss the following COA with Octavio Hurtado, City Engineer, at (831) 386-5927, if there are any questions.)

13. **Improvement Plans:** Project Drainage, Grading, Utilities, and Site Plans shall be prepared and signed by a Licensed Civil Engineer. Onsite signage (stop signs, etc. at driveways shall be included in plan submittal). All Plan Review and Construction Observation/Inspection costs shall be paid by the applicant. A deposit to cover said costs will be required. Improvements in Public Right of Way or Easements shall conform to the City of King design standards (latest edition). All improvements shall be these standards, unless noted otherwise. The applicant shall provide vehicle sight and stopping distance for any/all obstructions including but not limited to landscaping, signs, or other items are placed in/near intersections. All construction shall be to and provide ADA (Americans with Disabilities Act) access. Improvements in public right-of-way or easements shall conform to the City of King design standards (latest edition). All improvements shall be to these standards, unless noted otherwise. All work/improvements in shall be inspected by and be from Improvement Plans reviewed and Approved by City Engineer.

14. **Grading and Drainage Plans:** Before issuance of any building permit, the applicant shall submit grading and drainage plans for the City Engineer review and approval. The grading and drainage Plans shall include:

- a. *Drainage Plan.*
- b. *Best Management Practices Plans (“NPDES”). The NPDES must include:*
 - i. *Permanent: Urban Storm Water Management Plan.*
 - ii. *Construction: Storm Water Pollution Prevention Plan.*
 - iii. *Construction during November -April: Wet Weather Erosion Control Plan.*

The Grading and Drainage Plan shall be signed and stamped by a State of California-Registered Civil Engineer. All grading shall be done in conformance with City standards and to the satisfaction of the City Engineer.

15. **Infrastructure and Underground Utilities:** Prior to issuance of a building permit, verification of existing connections for each home to the City sewer main along the frontage of the lot on which the home exists or is planned shall be provided to the City Engineer. Each home is required to connect to the sewer main along its frontage and any plans for sewer line connections shall be submitted to and reviewed by the City Engineer. Individual sewer connections for each separate residence are required. The underground utilities shall include storm drain piping, sanitary sewer, water piping, and other requirements per City standards.

16. **Encroachment Permit and Public Improvements:** Before starting street frontage improvements, the applicant shall be required to obtain a City of King encroachment permit for all work in City right of way (e.g., sidewalk, curb, gutter, driveway, roadway, alley). The applicant is required to provide plans and improvements for all required improvements within the right-of-way, including sidewalks, curbs, gutters and landscaping within the right-of-way.

17. **Infrastructure and Underground Utilities:** Before issuance of a building permit, an Infrastructure and Utility Plan for the entire site shall be submitted to and approved by the City Engineer. The underground utilities shall include storm drain piping, sanitary sewer, water piping, and other requirements per City standards. The applicant shall obtain and pay all associated permits/fees/costs for any/all Utility Companies (including but not limited to PG&E,

Telephone, TV, California Water System) and any/all governmental agencies.

18. **Utilities:** The applicant shall obtain and pay all associated permits/fees/costs for any/all utility companies and any/all government agencies as applicable.
19. **City and Regional Traffic Impact Fee: Before issuance of any building permit,** the applicant shall participate in the City's development impact fee program as a condition of approval of the building permit. The applicant shall consult with the Transportation Agency for Monterey County ("**TAMC**") to determine the project should pay the regional traffic mitigation fee pursuant to the TAMC Nexus Study to the City of King Building and Safety Department. Participation in the City's development impact fee program shall be as a COA of the building permit. Development impact fees offset the costs of increased demand resulting from new development to public facilities and to streets, traffic signals and bridges. The proposed project would be subject to compliance with this provision of the municipal code as a standard COA.
20. **Submittal of Erosion and Sediment Control Measures and SWPPP (MM HY-1): Prior to any construction,** erosion and sediment control measures for grading and construction as well as for the permanent project shall be prepared and approved by the City Engineer. In addition, if required by State and Federal Law (projects one (1) acre and larger), a Stormwater Pollution Prevention Plan ("**SWPPP**") may be required to be submitted to the City Engineer for review and approval, depending on size of project. To prevent silt and debris from entering the existing storm drain system during construction, the developer shall utilize storm drain inlet interceptors or filters to protect the existing storm drain. Soils and/or percolation test(s) may be required by the City Engineer and/or the Central Coast Regional Water Quality Control Board ("**RWQCB**") to identify measures necessary to maintain and reduce stormwater on-site and other measures to provide erosion, sediment and pollution control at the site.

City of King Building and Safety Department (The applicant should discuss the following COA with the Chief Building Official, (831) 386-5915, if there are any questions.)

21. **Building Plans: Prior to issuance of a building permit,** All COA shall be imprinted on plans submitted for building permits. Building plans shall comply with the current Title 24 California Building Standards Codes.
22. **Soils Report: As part of the building permit submittal,** and if deemed necessary by the Building Official and City Engineer, the applicant shall submit a Soils Report prepared by a State of California-Registered Engineer or State of California-Registered Geotechnical Engineer. **Prior to issuance of a building permit,** the Soils Report shall be reviewed and approved by the Chief Building Official and City Engineer.
23. **Business License: Prior to issuance of a building permit,** a business license shall be obtained for every person conducting or carrying on the business of general contractor or contractor constructing, altering, repairing, wrecking or salvaging buildings, highways, roads, railroads, excavations or other structures, projects, developments or improvements.
 - Every person conducting or carrying on the business of electrical, plumbing or painting subcontractor.

- Every person conducting or carrying on the business of masonry, glazier, cement, floor, heating, plastering, roofing, sash, sheet metal, tile, lathing and any other subcontractor not specifically mentioned in this Title 5 of the Municipal Code.
- Every person conducting or carrying on the business of house moving, grading, paving, wrecking, sewer construction, pipeline construction, trenching, or excavating.

City of King Fire Department (The applicant should discuss the following Fire Department COA with the Fire Chief at (831) 386-5915, if there are any questions. Contact the Fire Marshall if there are any questions regarding fire sprinklers or other provisions of the Fire Code.)

24. **Automated Fire Suppression System and Fire Safety Measures:** Concurrent with the building permit application, all buildings shall have fire sprinkler systems. Prior to issuance of a final occupancy permit, the fire suppression system plans shall be reviewed and approved by the Building Inspector and City Fire Marshall. Other fire-protection measures, as defined by Building and Fire Codes, may be required.

THE FOLLOWING COA ARE APPLICABLE TO THE VTM

Public Works Department (The applicant should discuss the following COA with Octavio Hurtado, City Engineer, at (831) 386-5927, if there are any questions.)

25. **Conditional Use Permit:** The VTM shall comply with the COA for CUP Case No. 2019-002.
26. **Fees:** Prior to recordation of the final tract map, the applicant shall pay all applicable City processing fees in full.
27. **Copies of Final Map Required:** Prior to recordation of the final tract map, five (5) copies of the final tract map and the required review fees in effect at the time of submittal shall be provided to the City Engineer for compliance review of the COA and Technical Review and plan checking of the final tract map.
28. **Title Company:** Prior to recordation of the final tract map, the map shall be submitted to a Title Company for Tract map review and to issue a Tract Map Guarantee.
29. **Tax Clearance Letter:** Prior to recordation of the final tract map, a tax clearance letter will be required from the Monterey County Tax Collector.
30. **Final Map Review:** If the proposed final tract map is revised from the approved Tentative Tract Map, or if changes to the COA are sought, approval of the revisions shall be in the same manner as for the originally approved Tentative Tract Map.
31. **Infrastructure and Underground Utilities:** Prior to issuance the final tract map, plans for water lines, sewers and other utilities shall be provided to the City Engineer. Each home is required to connect to the sewer main in the method approved by the City Engineer and plans for water and sewer line connections shall be submitted to and reviewed by the City Engineer. Individual sewer connections for each separate residence are required. The underground utilities shall include storm drain piping, sanitary sewer, water piping, and other requirements per City standards.
32. **COA Listed on Final Map:** Prior to recordation of the final tract map and subject to the

City Engineer's approval as to form and content, the applicant shall include all the COA and agreements associated with or required by the Project approval on a separate information sheet to be recorded with the final map. All applicable conditions of the Project shall be printed on grading and/or building plans and shall be graphically illustrated where feasible.

33. **Drainage and Erosion Control: Prior to recordation of the final tract map**, the applicant shall submit plans to show that there is positive drainage of rainfall runoff to the City right-of-way's and that measures will address the prevention of site erosion and sediment to the satisfaction of the City Engineer. Drainage shall meet standards of the City and the RWQCB.
34. **POST-CONSTRUCTION STORMWATER MANAGEMENT REQUIREMENTS FOR DEVELOPMENT PROJECTS IN THE CENTRAL COAST REGION** The City Engineer shall review each project to assure compliance with these requirements, "*POST-CONSTRUCTION STORMWATER MANAGEMENT REQUIREMENTS FOR DEVELOPMENT PROJECTS IN THE CENTRAL COAST REGION.*" The RWQCB standards include BMPs for erosion and sediment control during project construction and after completion of the project. LID measures include, but are not limited to: i) limiting disturbance of creeks and natural drainage features, minimizing compaction of highly permeable soils, limiting removal of native vegetation at the site to the minimum area needed to build the project, limiting impermeable surfaces, including buildings and paving, and the use of innovative design layout that further increases permeable surfaces and landscaping. Measures shall include those necessary to protect water quality during the grading and construction period as well as permanent measures after completion of the project. If required by the RWQCB (projects 1 acre or larger), a SWPPP shall be prepared. If required, said Draft and Final SWPPP documents shall be submitted to the City Engineer, **prior to issuance of a building permit**.

Development shall minimize stormwater runoff by implementing one or more of the following site design measures identified by the RWQCB:

- (1) Direct roof runoff into cisterns or rain barrels for reuse
 - (2) Direct roof runoff onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (3) Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (4) Direct runoff from driveways and/or uncovered parking lots onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (5) Construct bike lanes, driveways, uncovered parking lots, sidewalks, walkways, and patios with permeable surfaces
 - (6) The directing of runoff to bioretention basins,
 - (7) Other similar measures as determined by the City Engineer.
35. **Maintenance Agreement: Prior to recordation of the final map**, the applicant shall submit to the City a copy of the executed maintenance agreement.

City of King Fire Department (The applicant should discuss the following Fire Department COA with the Fire Chief at (831) 386-5915, if there are any questions. Contact the Fire Marshall if there are any questions regarding fire sprinklers or other provisions of the Fire Code..)

36. **Provisions to Prevent Parking on or Blocking Main Drive and Landscaping Areas: Prior to recordation of the final tract map**, the applicant shall provide a document that addresses the prevention of any parking or other obstruction on the main driveway, maintaining at all

times a minimum of twenty-four (24') feet in width clear, and parking on landscaping areas. The main drive shall also be paved and constructed to withstand the weight of the fire equipment likely to need access to each of the residences to provide both fire protection and medical assistance.

37. **Provisions to Allow City Enforcement of Fire Lanes and Other Emergency Protection Measures:** Prior to recordation of the final tract map, the applicant shall provide a document that allows the City to enforce emergency access to all residences.
38. **Provisions for Trash Pickup and Screening of Trash Containers:** Prior to recordation of the final map, the applicant shall provide plans to screen trash containers on each parcel and arrange a trash pick-up program with the solid waste company to allow each homeowner with on-site pick-up provisions for solid waste and recycling containers to serve the development.
39. **Street Trees and Other Improvements:** Prior to recordation of the final map, the applicant shall provide, as part of their Landscape Plans, a minimum of two street trees along Mustang Court in the parkway adjacent to Lots 1 and 7 pursuant to Municipal Code Section 16.16.020. Alternatively, the applicant may substitute trees located within the private landscaped yards of Lots 1 and 7 in lieu of the street trees within the parkway.

PEOPLES SELF HELP HOUSING

KING CITY, CALIFORNIA

BUILDING PERSPECTIVE VIEW FOR ILLUSTRATIVE PURPOSES ONLY



PROJECT DIRECTORY

OWNER / APPLICANT:
 Peoples Self Help Housing Corp.
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 F: 831-344-1077
 E: info@peoplesselfhelp.com
 www.peoplesselfhelp.com

ARCHITECT:
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 Redwood City, CA 94063
 F: 650-727-4200
 E: info@pdp.com
 www.pdp.com

ENGINEER & SURVEYOR:
 MONTGOMERY & MONTGOMERY, INC.
 6701 Chambers Road, Suite B
 San Jose, CA 95129
 F: 408-982-7975
 E: info@mm-inc.com

ABBREVIATIONS

1	AS	ASBESTOS
2	CC	COMMON CORE
3	CD	CONCRETE DETAIL
4	CE	CEILING
5	CF	CERAMIC TILE
6	CH	CHIMNEY
7	CI	CONCRETE IN PLACE
8	CM	CONCRETE MASONRY
9	CO	CONCRETE ON GRADE
10	CP	CONCRETE PAVING
11	CS	CONCRETE SURFACE
12	CT	CONCRETE TYPING
13	CU	CURB
14	CV	CONCRETE VENEER
15	CA	CONCRETE ANCHOR
16	CB	CONCRETE BENCH
17	CC	CONCRETE CURB
18	CD	CONCRETE DETAIL
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SYMBOLS

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PROJECT INFORMATION

1/2" = 1'-0" (Horizontal Scale)
 1/4" = 1'-0" (Vertical Scale)

PROJECT NO: 2019-001
 SHEET NO: A0.1
 DATE: 01/14/2019

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PROJECT LOCATION: 8011 1st Street, King City, CA 95020

PROJECT DESCRIPTION: PEOPLES SELF HELP HOUSING

PROJECT AREA: 1.25 AC

PROJECT PERMIT NO: [Number]

PROJECT START DATE: [Date]

PROJECT END DATE: [Date]

SHEET INDEX

A0.1	TITLE SHEET, ABBREVIATIONS, & PROJECT INFORMATION
A0.2	CONCRETE DETAIL
A0.3	CONCRETE DETAIL
A0.4	CONCRETE DETAIL
A0.5	CONCRETE DETAIL
A0.6	CONCRETE DETAIL
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A0.48	CONCRETE DETAIL
A0.49	CONCRETE DETAIL
A0.50	CONCRETE DETAIL



THE PAUL DAVIS PARTNERSHIP ARCHITECTS & PLANNERS

4000 Hill Top Drive, Suite 100
 Redwood City, CA 94063
 F: 650-727-4200
 E: info@pdp.com
 www.pdp.com

PEOPLES SELF HELP HOUSING

ABBREVIATIONS & PROJECT INFO.

A0.1

EXHIBIT 5

Peoples Self Help Housing



THE PAUL DAVIS PARTNERSHIP ARCHITECTS & PLANNERS

154 First Street, Jacksonville, FL 32202
 Phone: 904.241.1111
 Fax: 904.241.1112
 www.pauldavispartnership.com



Drawn By: AD
 Checked By: SYK/SH
 Project Number: 1518

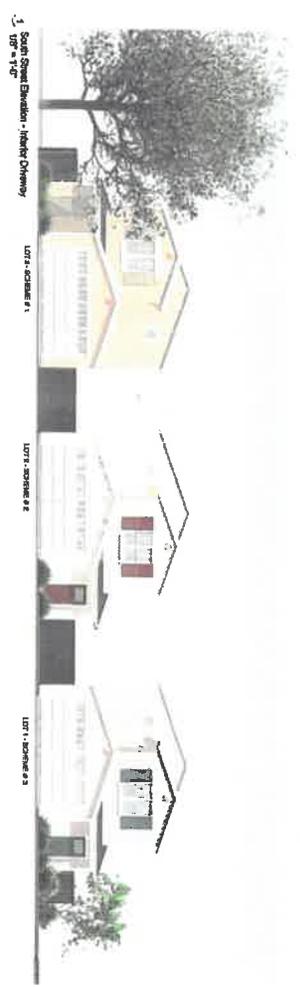
Revisions:

Do not alter this drawing without the written approval of the architect. Any changes to this drawing must be made on a separate sheet and must be approved by the architect. This drawing is the property of the architect and is not to be reproduced or used in any way without the written approval of the architect.

Final Title: RENDERINGS

Sheet Number:

A3.0



Exterior Material / Color - Scheme # 1

ROOF ASPHALT SHINGLE	OWENS CORNING TIMBER COOL ROOF	
CEM PLASTER BODY COLOR: TRISBUCCO	LAVARRA TRISBUCCO	
TRIM/FASCIA GUTTER: POSTERUM	SWARTZ Emerald White	
HORIZ LAP: SMOKE SASH: ENTRY DOORS & SHUTTERS:	SWRTZ Township Tan SWAIRS Connected Gray	

Exterior Material / Color - Scheme # 2

ROOF ASPHALT SHINGLE	OWENS CORNING FOREST BROWN COOL ROOF	
CEM PLASTER BODY COLOR: TRISBUCCO	LAVARRA BROWN TRISHENI MOSS	
TRIM/FASCIA GUTTER: POSTERUM	SWARTZ Emerald White	
ENTRY DOORS & SHUTTERS:	SWAIRS FAIRFAX BROWN	

Exterior Material / Color - Scheme # 3

ROOF ASPHALT SHINGLE	OWENS CORNING MOUNTAIN SIDE COOL ROOF	
CEM PLASTER BODY COLOR: TRISBUCCO	LAVARRA ALAMO	
TRIM/FASCIA GUTTER: POSTERUM	SWARTZ Emerald White	
HORIZ LAP: SIDING COLOR: ENTRY DOORS & SHUTTERS:	SWARTZ SWAIRS TEMPE STAR	



3. House Style: Seward - Yellow/White

LOT 1 - SCHEME # 1

LOT 1 - SCHEME # 2

LOT 1 - SCHEME # 3

LOT 1 - SCHEME # 1

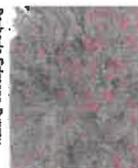
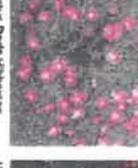
Plant List

ABBREVIATION	MIN. SIZE	BOTANICAL NAME / COMMON NAME	WUCOLS RATING
TREES			
ALB JUL	16G	ALBIZIA JULIBRISIN / ROBEA / SILK TREE	L
ARB UNIE	16G	ARBUUTUS UNEDO / STRAWBERRY TREE	L
CHI TAS	16G	CHITRALPA TASHKENTENSIS / CHITRALPA (MUL TI-TRUNG)	L
LAI IND W*	16G	LAGERSTROMIA INDICA / MILKWOOD / GRAPE WATTLE (LAVENDER)	L
PIS CH	16G	PISTACIA CHINENSIS / CHINESE PISTACHE	L
BACKGROUND SHRUBS (6-8')			
CEA VIC*	5G	CEANOTHUS WHEELER CANYON / WHEELER CANYON WILD LILAC	L
HEI ARB	5G	HETEROMELES ARBUTIFOLIA / TOWN	VL
RHA CAL EC*	5G	RHAMNUS CALIFORNICA / EVE CASE / COFFEEBERRY	L
ROS OFF TB*	5G	ROSMARINUS OFFICINALIS / TUSCAN BLUE / ROSEMARY	L
LOW SHRUBS (3-4')			
BER THU CB*	5G	BERBERIS THUNDERBERRY / CHERRY BOMB / CHERRY BOMB BARBERRY	L
CAL LJ*	5G	CALLISTEMON LITTLE JOHN / DWARF BOTTLEBRUSH	L
CIS DH*	5G	CISTUS DORIS HIBERSON / ROCKROSE	L
LEU CAN TC*	1G	LEUCOPHYLLUM CAVIDIUM / THUNDER CLOUD / TEXAS RANGER	L
SAL MIC HL*	5G	SALVIA MICROPHYLLA / HOT LIPS / HOT LIPS SAGE	L
FOREGROUND ACCENT SHRUBS (2-3')			
BOU R*	5G	BOUGAINVILLEA / ROSEMARY / BOUGAINVILLEA	L
LAV ANG H*	5G	LAVANDULA ANGUUSTIFOLIA / HIDDOTE / HIDDOTE LAVENDER	L
PER BS*	5G	PEROVSKIA BLUE SPIRE / BLUE SPIRE RUSSIAN SAGE	L
MEDIUM HEIGHT GROUND COVER (2-3' MAX)			
A	1G	ACTOSPAPHYS DEN DENSIFLORA / HARBONY / MANZANITA	L
B	48" OC	BACCHARIS GENTIANA / CENTENNIAL COYOTE BRUSH	VL
C	48" OC	CEANOTHUS GLOMERATUS ANCHON BAY / ANCHON BAY CEANOTHUS	L
D	36" OC	LEYNIS CONDENSATUS CANYON PRINCE / CANYON PRINCE WILD RYE	L
E	60" OC	ROSMARINUS OFFICINALIS / (NO COMMON NAME)	L
LOW GROUND COVER (1-2' MAX)			
G	48" OC	COTONEASTER DAMMERI / LOWFAST / BEARBERRY COTONEASTER	L
I	48" OC	CISTUS SALVIFOLIUS / PROSTRATUS / SAGE-LEAVED ROCKROSE	L
J	36" OC	FESTUCA MAIREI / ATLAS FESCUE	L
K	48" OC	SALVIA DARVA'S CHOICE / DARVA'S CHOICE SAGE	L
MULCH			
MULCH ALL GROUND COVER AND PLANTER AREAS WITH 3" MINIMUM LAYER WALK-ON BARK			
LEGEND			
VL = VERY LOW WATER USE			
L = LOW WATER USE			
M = MEDIUM WATER USE			
H = HIGH WATER USE			
G = GRASS			
B = BDK			

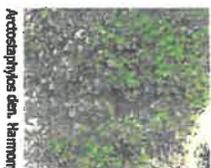
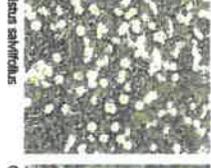
TREES

 Albizia julibrissin
 Arbutus menziesii
 Chitralpa tashkentensis
 Lagerstromia indica
 Pistacia chinensis
 Zelkova serrata

SHRUBS

 Bougainvillea rosea
 Callistemon littoralis
 Ceanothus glomeratus
 Ceanothus laurifolius
 Ceanothus velutinus
 Heteromeles arbutifolia

GROUND COVERS

 Lavender HiCora
 Leucophyllum thunbergii
 Perovskia blue spire
 Rhamnus evelynae
 Rosmarinus tuscan blue
 Salvia hot lips

 Actosiphys den. Harmony
 Beckham's Pigeon Port
 Ceanothus anchor bay
 Ceanothus salicifolius
 Cotoneaster dammeri low fast
 Salvia darva's choice

Landscapes will be drought tolerant and easy to maintain with an emphasis on color and texture.

7 HOMES, MUSTANG COURT
 King City, CA
 2 of 3 Peoples Self Help Housing





Item No. 7(A)

REPORT TO THE PLANNING COMMISSION

DATE: JULY 2, 2019

TO: HONORABLE CHAIR AND MEMBERS OF THE PLANNING COMMISSION

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

BY: DONALD J. FUNK, PRINCIPAL PLANNER & MARICRUZ AGUILAR, ASSISTANT PLANNER

RE: CONSIDERATION OF CONDITIONAL USE PERMIT CASE NO. CUP 2019-002, VESTING TENTATIVE TRACT MAP CASE NO. TTM 2019-001, ARCHITECTURAL REVIEW CASE NO. AR 2019-001, AND LANDSCAPE PLAN REVIEW CASE NO. LPR 2019-001 FOR THE DIVISION OF A 0.66 ACRE PARCEL INTO SEVEN (7) LOTS AND THE CONSTRUCTION OF SEVEN (7) SINGLE-FAMILY RESIDENCES ON MUSTANG COURT, ASSESSOR'S PARCEL APN 026-071-073

RECOMMENDATION

Staff recommends the Planning Commission adopt the attached Resolutions:

1. Resolution No. 2019-257; which approves Conditional Use Permit (CUP 2019-002), Architectural Review Permit (Case No. AR 2019-001), and a Landscape Plan Review (LPR 2019-001), and
2. Resolution No. 2019-256, which recommends the City Council approve Vesting Tentative Tract Map (Case No. TTM 2019-001).

BACKGROUND

The applicant, Peoples' Self Help Housing ("**PSHH**"), is a non-profit organization that builds affordable housing. They are requesting to create seven (7) single-family residences for low-income families. A vacant 28,656 square foot parcel, or .66 acre site, would be subdivided into seven (7) lots with the eventual construction of seven (7) single-family detached homes. The site is located along Mustang Court. (**Reference Figure 1.**) The vacant site is relatively level (generally less than two (2%) percent slope) and covered with non-native annual grasses. There are no significant vegetation, habitat or other environmental issues that would constrain the development of residential use of the

property. Before urban uses encroached onto adjacent lands, the site was historically cropland during the 1800's and early 1900's.

The homes will be built through a process called sweat equity. Sweat equity refers to the labor homeowners dedicate to building their own home and helping their neighbors build their homes. The vesting tentative track map ("VTM"), conditional use permit ("CUP"), architectural review permit ("AR") and landscaping plan permit ("LPR") allow construction of seven (7) low-income homes. The applicant has requested the use of Municipal Code Section 16.12.310 and Section 17.16.100 (Optional Design Standards) to tailor the development regulations (e.g., setbacks) to the parcel and proposed project design,. Municipal Code Chapter 16.12 requires the City Council to make a final determination on tract maps. Therefore, the Planning Commission approves the CUP, AR, and LPR and makes a recommendation on the VTM. The VTM is scheduled for City Council consideration on July 9, 2019.

Figure 1 – Site Location



DISCUSSION

Proposed Applications

The applicant is requesting approval of four (4) separate related permits, which are:

1. **Vesting Tentative Tract Map (Case No. VTM 2019-001):** To subdivide a 28,656 square foot parcel into seven (7) lots ranging from 3,394 sq. ft. to 5,136 sq. ft. The

applicant requests lot size reductions for lot area, lot width and lot depth, as shown on **Figure E**.

2. **Conditional Use Permit (CUP 2019-002):** To construct seven (7) detached residences and associated driveways, parking, fencing, utilities, drainage system and other improvements. Applicant requests reductions in interior side yard setbacks from six (6') feet to four + (4.33') feet and street side yard reduction from ten (10') feet to six (6') feet, as shown on **Figure D**.
3. **Architectural Review Permit (Case No. AR 2019-001):** To build contemporary designed homes of four (4) one (1) story, three (3) bedroom homes and three (3) two (2) story, three (3) bedroom homes, as shown on **Figures A-C**.
4. **Landscape Plan Review (LPR 2019-001):** To install landscaping as shown on the Conceptual Landscape Plan with proposed street trees, shrubs, ground-cover, front yard trees and water-conserving irrigation system and Water Efficient Landscape Worksheet.

PSHH has a long history of constructing similar affordable housing projects in the region. They intend to sell the lots to low-income owners who qualify for USDA 502 mortgages. Per USDA requirements, the homeowners must physically participate in the building process and contribute "sweat-equity" to reduce their mortgages (USDA 502). A building contractor will instruct the new homeowners in construction methods and safety measures. The homeowners will participate in the building of their homes. PSHH has assisted over one-thousand and two hundred (1,200) low-income families to become successful homeowners through mutual self-help construction.

General Plan and Zoning Designations and Surrounding Land Uses

The site is within the MHDR General Plan land use designation and R-3 Zoning District. The MHDR allows eighteen (18) dwelling units per acre. Based on the lot size, the General Plan allows up to fourteen (14) units on the subject site. The project has a density of about twelve (12) units per acre. The MHDR land use designation allows a variety of residential units, including single family. The R-3 Zoning District permits the development of single family dwellings. (**Reference Table 1.**)

The site is surrounded on the north and east by cluster residential housing, on the west by single-family housing and on the south by the high school football stadium. (**Reference Table 1.**) The proposed homes will be consistent with the surrounding uses.

Site Plan

The applicant proposes lots that are less than the area, width and depth required by the Municipal Code. (**Reference Figure D.**) Optional Design Standards are being utilized to tailor the project to the parcel. The requested reductions facilitate the development of moderate sized single-family homes and small properties that will be affordable to low-

income families, fulfilling the Housing Element policy to: *"Encourage Small Lots and Utilize Irregular Lots," of the Housing Element of the General Plan."*

Interior side yard setbacks will range from of four (4.33') feet to five (5') feet. Rear yard setbacks of fifteen (15') feet to twenty-one (21') feet will provide usable outdoor space for each family. The applicant will construct six (6') foot tall wood privacy fences between each new home. Gates will provide access for garbage containers to be stored in the private yards.

Architecture

The project will include one (1) and two (2) story residences. The applicant proposes a contemporary architectural style with two (2) housing sizes, a single-story home and a two (2) story home. The single-story homes will be approximately 1,316 square feet with three (3) bedrooms and two (2) bathrooms and the two-story homes will be approximately 1,548 square feet with three (3) bedrooms and two and one-half (2.5) bathrooms. Roofs, constructed of dark gray asphalt shingles, are gable style and wall texture is stucco. A variety of complementary house colors are proposed. **(Reference Figures A-C.)** Windows have handsome wood decorative trim which gives each home a more custom appearance. All of the homes feature two (2) car attached garages and two additional onsite guest parking spaces in front of the garage doors. There will be a single elevation for the three (3) two (2) story homes with several different compatible color schemes. There will be two (2) different elevations for the four (4) single-story homes.

Each home has an attached two (2) car garage which complies with Municipal Code Section 17.52.010(c)(A)-Single-Family Residences. In addition, each home will have minimum setback of twenty (20') foot minimum from the edge of the proposed main drive, providing space for two (2) guests to park in the paved private driveways in front of each of the garage doors. Each landowner will own to the center of the proposed main drive, approximately twelve (12') feet of the twenty-four (24') feet wide concrete drive, which will be described on the final map as an easement for access to the neighbors' homes.

Landscape/Irrigation/Drainage

The applicant submitted a conceptual landscaping and irrigation evaluation. Plants are proposed to be drought tolerant and easy to maintain with an emphasis color and texture. The applicant proposes a variety of trees for front yards, including Silk Tree, Strawberry Tree, Chitalpa (multi-trunk tree), Crape Myrtle (lavender color flowers) and the Chinese Pistache. Shrubs include Wild Lilac, Toyon, Coffeeberry and Rosemary. Twenty-six (26) different trees, shrubs, and groundcover plants are proposed. The ground would be covered with three (3") inches of 'walk-on' bark mulch.

In addition to using drought tolerant plantings, the applicant proposes a low water use drip irrigation system. The plan includes a Water Efficient Landscape Worksheet evaluation of landscaping and irrigation, per Municipal Code Chapter 15.50.

Under the requirements of the US Environmental Protection Agency ("**EPA**") and the State Water Resources Control Board, the City of King is a small municipal separate storm water system ("**MS4**") and all projects (as defined under the law) are required to incorporate best management practices to protect water quality. The City's Municipal Code Section 17.56.100 requires developers to comply with City, EPA and Central Coast Regional Water Quality Control Board ("**RWQCB**") requirements for erosion control during grading and construction as well as requirements for long-term water quality after the project construction is complete. Municipal Code Section 17.56.100 provides developers seven (7) different options to address water quality and reduce runoff.

The applicant's engineer conducted a preliminary drainage analysis of the site and proposed project. The subdivision plan includes a proposed drainage system that incorporates 'Stormtech Chambers' in the rear yards of each residence. The chambers are sub-surface drainage basins that collect the rainfall runoff from each site, allowing the drainage waters to percolate into the groundwater and protecting the water quality of runoff. The Stormtech systems can be sized for different amounts of runoff.

Vesting Tentative Tract Map

Vesting tentative tract maps ("**VTM**") are subject to the Planning Commission making a recommendation to the City Council based on findings contained in Municipal Code Section 16.28.112, which state, "*that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan and any adopted specific plan of the city.*" The applicant proposes seven (7) lots that are smaller than, narrower than and shallower than the Subdivision Regulations. (**Reference Figure E.**) Pursuant to Municipal Code Section 16.12.040, the minimum lot area is six-thousand (6,000') square feet, minimum width is sixty (60') feet and minimum depth is ninety (90') feet. The lot sizes, widths and depths are less than required by the subdivision regulations. However, the project will result in significant benefits that warrant the granting of variations based on the affirmative findings that can be made. Pursuant to Municipal Code Sections 16.12.310 and 16.12.320 and 16.12.330.

The proposed VTM provides all of the required improvements stipulated in Municipal Code Section 16.16.020. Following is a summary of some of the improvements.

- **Solid Waste:** The proposed main drive is too narrow for standard trash trucks. Salinas Valley Solid Waste has indicated that they plan a special pick-up for trash and recyclables using a smaller truck that can maneuver on the twenty-four (24') foot wide access drive.
- **Water, Sewer, Electricity and Other Utilities:** Water will be supplied by California Water Service Co. and sewer services by the City of King. Water meters are proposed to be located adjacent to the Mustang Court frontage, next to the main drive entry, with separate private water service lines to each home. New utility services will be installed underground.

- Mail Delivery Service: A community-type lockable mailbox serving all seven (7) homes will be provided adjacent to Mustang Court.

Maintenance Agreement

The applicant is required to prepare a 'Maintenance Agreement' and provide an executed copy of it to the City prior to recordation of the VTM.

Option Design Standards

Municipal Code Sections 16.12.310 and 17.16.110 allow the use of modified development standards to improve a project design. Optional Design Standards provide the Planning Commission with the authority to allow divergences from code standards when and where the deviation will:

- (1) Produce a more desirable and livable community than the minimum requirements in this chapter;
- (2) Create better community environment through dedication of public areas, or setting out permanent scenic easements or open spaces, rearrangement of lot sizes, or reforestation of barren areas; and
- (3) Reduce the danger of erosion.

The design of the proposed project, which reduces lot sizes and building setbacks, will provide affordable single-family homes for low-income families, which produces a more desirable community due to a range of housing costs. The Housing Element of the General Plan encourages "Small Lots and Utilize Irregular Lots," recommending that the City "work with local developers to identify workable small lot options." The Housing Element further encourages "Development Incentives" by identifying "appropriate and achievable infill development incentives" and to "Implement incentives." The small lots, reduced setback and other deviations requested by the applicant will enable them to build an affordable housing development. The project reduces the danger of erosion by including innovative Stormwater Chambers to reduce rainfall runoff and help recharge the groundwater basin.

Advantages of Project

The proposed project would be beneficial to City because it:

1. provides needed housing for low-income families.
2. is infill development and will provide housing in close proximity to shopping, work, parks and schools.
3. provides off-street parking for both residents and guests. The vicinity has very little on-street parking. The off-street parking will ensure adequate parking is provided.

4. will have on-site pickup of solid waste trash. The trash pickup will reduce impacts on Mustang Court, which currently has insufficient areas for trash cans on trash pickup day.
5. it is well designed and the buildings and landscaping will be attractive additions to the City.

Disadvantages of Project

There are no known disadvantages to the proposed project.

ENVIRONMENTAL DETERMINATION:

Staff has performed a preliminary environmental assessment of this project and, pursuant to CEQA Guidelines, has determined with certainty that there is no possibility that this project may have a significant effect on the environment. The applicant submitted a Phase I environmental evaluation of the property which indicated that there were no significant impacts. The Phase I Environmental Report was conducted by Haro Environmental earlier this year. That document showed very low levels of pesticide residue but did not indicate any environmental conditions or concerns that would pose a significant environmental threat. While agricultural chemicals were detected, they were levels below thresholds. Therefore, the project is categorically exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects.

Tables

Table 1: Adjacent General Plan, Zoning District and Land Use

Direction	General Plan/ Zoning District/ Existing Land Use	Direction	General Plan/Zoning District/ Existing Land Use
North:	MHDR/R-3/ Duplex Residence	East:	MHDR/R-3/ Duplex Residences
West:	MHDR/R-3/ Single-Family Residences	South:	PQ/R-1/ High School Football Stadium

Table 2: Project Consistency with Municipal Code

Zoning and Subdivision Criteria	Code Requirement R-3 Zone	Applicant’s Proposal	Percentage Reduction or Change	Reason for Divergence from Code Standard,

PLANNING COMMISSION HEARING
TTM 2019-001, CUP 2019-002, AR 2019-001, LPR 2019-001
JULY 2, 2019
PAGE 8 OF 11

Minimum Lot Size M.C. 17.16.060 M.C. 16.12.040	6,000 sq. ft. (Zoning and Subdivision Standard)	Lots range from 3,394 sq. ft. to 5,136 sq. ft.	43% reduction of smallest lot	Reduction will result in provision of affordable housing for low-income families
Maximum Density M.C. 17.16.130	One unit per 2,000 sq. ft. lot area	Seven units on 28,656 = 4,094 sq. ft. per unit	Meets Code	No divergence from code
Minimum Lot Width M.C. 17.16.060 M.C. 16.12.040	60 ft. (Zoning and Subdivision Standard)	38 ft.	36% reduction of lot width	Reduction will result in provision of affordable housing for low-income families
Minimum Lot Depth M.C. 17.16.060 M.C. 16.12.040	100 ft. (Zoning Standard) 90 ft. (Subdivision Standard)	89 ft. (smallest lot depth)	11% reduction of lot depth	Reduction will result in provision of affordable housing for low-income families
Maximum Lot Coverage M.C. 17.16.070	60% Coverage	58% Coverage, (Smallest lot)	Meets Code	No divergence from code
Minimum Front Setback M.C. 17.16.080	15 ft.	20 ft.	Meets Code	No divergence from code
Minimum Street Side- Yard Setback (unit located next to Mustang Court) M.C. 17.16.080	10 ft. (Applies to Lot 1)	6 ft. (Lot 1)	40% reduction	Reduction will result in provision of affordable housing for low-income families
Minimum Interior Side- Yard Setback M.C. 17.16.080	6 ft.	4.33 ft. to 5 ft.	28% reduction	Reduction will result in provision of affordable housing for low-income families
Minimum Rear-Yard Setback M.C. 17.16.080	10 ft.	14.96 ft.	Meets Code	No divergence from code
Minimum Landscape Area M.C. 17.16.130	300 sq. ft. per unit	1,248 sq. ft. Or greater	Meets Code	No divergence from code
Minimum Parking & Space Sizes Garage (For Each Residence) M.C. 17.52.010	Two 10 ft. x 20 ft. covered parking spaces	10 ft. x 20 ft. (20 ft x 20 ft garages)	Meets Code	No divergence from code
Open Visitor Parking Spaces (Minimum Parking Space Size) M.C. 17.52.060	9 ft. x 20 ft. each parking space	9 ft. x 20 ft.	Meets Code	No divergence from code
Maximum Building Height M.C. 17.16.050	30 ft.	15 to 28 ft. (One and Two- Story Units)	Meets Code	No divergence from code
Minimum Landscape Area per Unit (Incl. Walkways) M.C. 17.16.030	300 sq. ft.	Ranges from 1,350 sq. ft to 1,790 sq. ft.)	Meets Code	No divergence from code
Minimum Width, Access Drive M.C. 17.52.060	24 ft. width	24 ft. width	Meets Code	No divergence from code

Figures



Figure A, Perspective Rendering View from Mustang Court



Figure B, View From Drive Looking South



Figure C, View From Drive Looking North

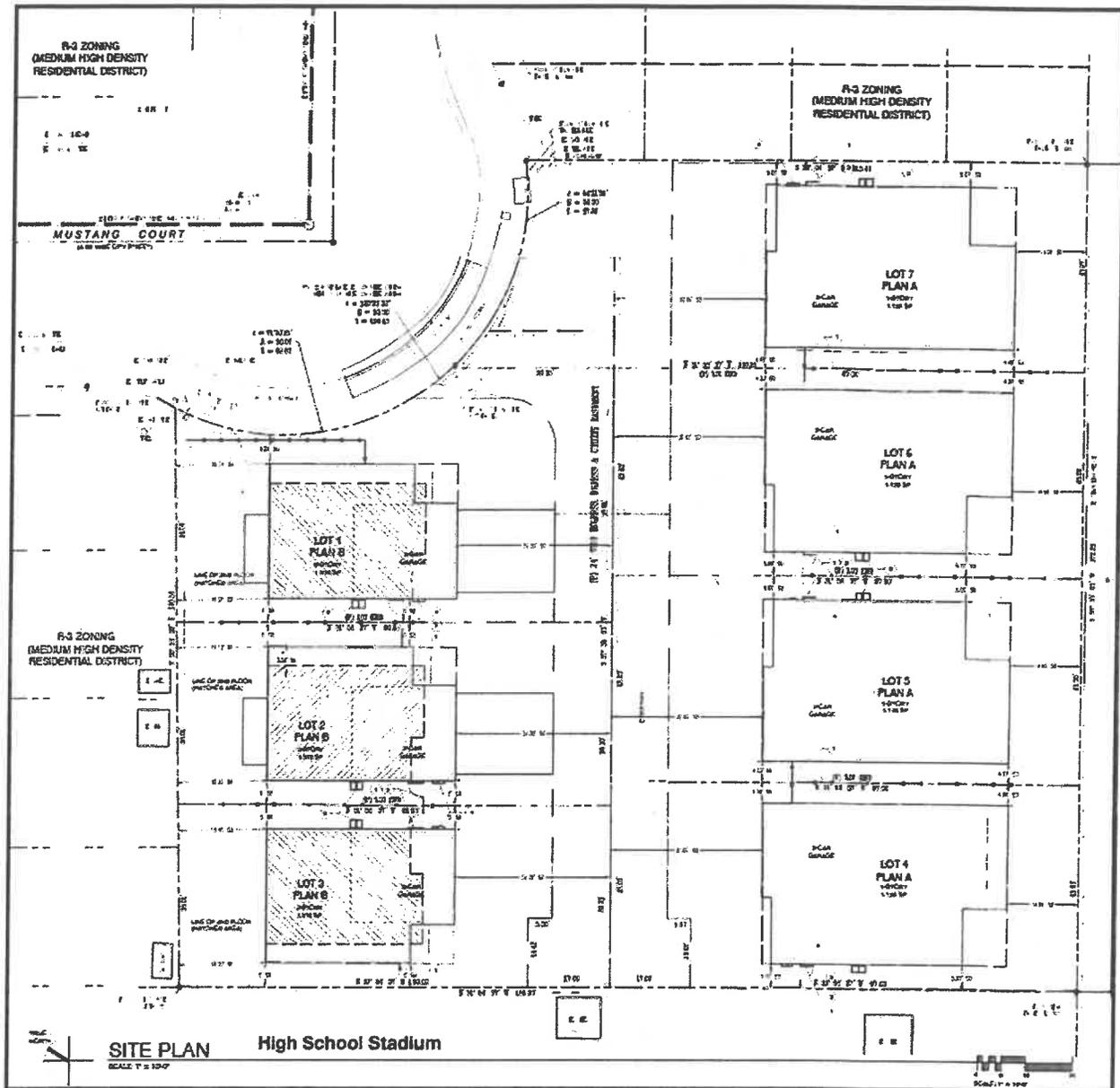


Figure D, Site Plan

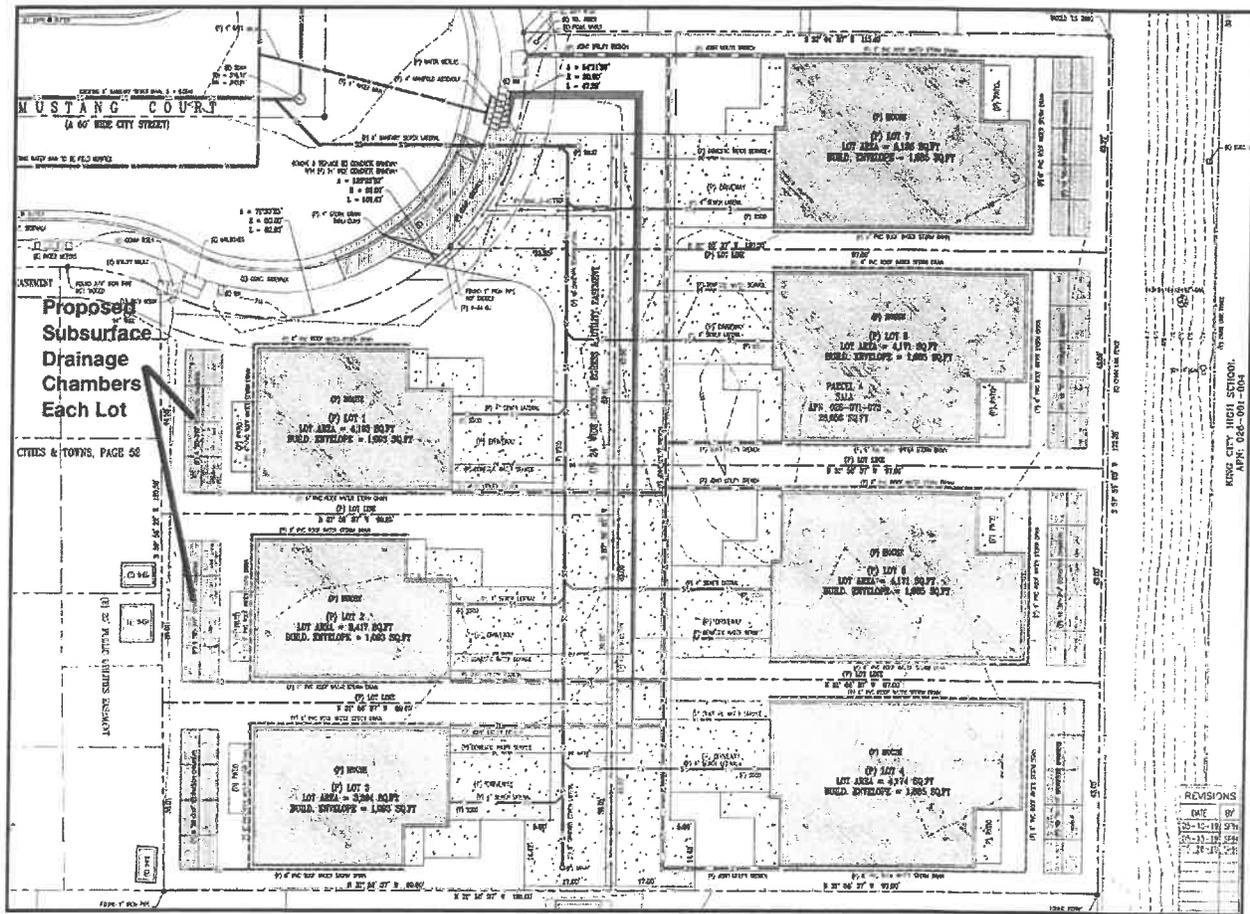


Figure E Vesting Tentative Tract Map showing subsurface drainage chambers

Attachments:

- Exhibit 1 – Findings of Fact
- Exhibit 2 – Conditions of Approval
- Exhibit 3 - Planning Commission Resolution No. 2019-256 for Vesting TTM
- Exhibit 4 – Planning Commission Resolution No. 2019-257 for CUP/AR/LPR
- Exhibit 5 – Project Site Plan
- Exhibit 6 - Vesting Tentative Tract Map, Pages 1 and 2
- Exhibit 7 -Architectural Renderings, Building Elevations and Floor Plans, Schematic Landscaping Plans and Water Use

Submitted by: *Donald Funk*
 Donald Funk, Principal Planner

Approved by: *Doreen Liberto*
 Doreen Liberto, AICP, Community Development Director

EXHIBIT 3
RESOLUTION NO. 2019-256

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
RECOMMENDING THE CITY COUNCIL OF THE CITY OF KING ADOPT A
CATEGORICAL EXEMPTION, AND APPROVE A SEVEN (LOT) VESTING
TENTATIVE TRACT MAP FOR THE CONSTRUCTION OF AN AFFORDABLE
HOUSING PROJECT LOCATED ON MUSTANG COURT, KING CITY, CALIFORNIA
(APN 026-071-073)**

WHEREAS, Peoples' Self Help Housing ("**Applicant**") filed applications for Cases No. TTM 2019-001, CUP2019-002, AR2019-001, and LRP2019-001 for the construction of a sweat equity affordable housing project consisting of seven (7) single family residential units ("**Project**") located on Mustang Court, King City, CA, and as shown on **Exhibits 6**; and

WHEREAS, pursuant to Municipal Code Section 16.288.110, the Planning Commission ("**Commission**") makes a recommendation to the City Council ("**Council**") on vesting tentative maps ("**VTM**") and the Commission makes the final decision on conditional use permits ("**CUP**"), architectural review ("**AR**") and landscape review permits ("**LRP**"); and

WHEREAS, staff has performed a preliminary environmental assessment of the Project and determined it will not have the potential to results in significant adverse environmental impacts and is categorically exempt from the California Environmental Quality Act ("**CEQA**") Guidelines (14 Cal. Code Regs. §15000 et. seq.), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects; and

WHEREAS, the Project Review Committee ("**PRC**") met to review the Project and prepare conditions of approval ("**COA**") that allow the Commission and Council to make the necessary findings of fact, as written on **Exhibit 1**; and

WHEREAS, on **July 2, 2019**, the Commission met at the duly noticed public hearing as prescribed by law to reviewed and considered the information provided in the staff report, all relevant information and accepted all testimony during the public hearing; and

WHEREAS, on **July 2, 2019**, the Commission made a recommendation to the Council on the TTM 2019-001, and the Commission approved CUP2019-002, AR2019-001 and LPR2019-001 subject to the Council's final action on the VTM, by adopting Resolution No. 2019-257; and

WHEREAS, the Commission recommends the Council approve the TTM2019-001, subject to the findings of facts, as outlined in **Exhibit 1**.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King recommends the City Council of the City of King approve TTM2019-001, as presented on **Exhibit 6**, with the findings of fact outlined in **Exhibit 1**, and the conditions of approval outlined in **Exhibit 2**.

This resolution was passed and adopted this 2nd day of July 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 4
RESOLUTION NO. 2019-257

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING,
ADOPTING A CATEGORICAL EXEMPTION, AND APPROVING CONDITIONAL USE
PERMIT CASE NO. CUP2019-002, ARCHITECTURAL REVIEW CASE NO. AR2019-
001, AND LANDSCAPE PLAN REVIEW CASE NO. 2019-001 FOR THE
CONSTRUCTION OF AN AFFORDABLE HOUSING PROJECT LOCATED ON
MUSTANG COURT, KING CITY, CALIFORNIA ASSESSOR'S PARCEL (APN 026-
071-073)**

WHEREAS, Peoples' Self Help Housing ("**Applicant**") filed applications for Cases No. TTM 2019-001, CUP2019-002, AR2019-001, and LRP2019-001 for the construction of a sweat equity affordable housing project consisting of seven (7) single family residential units ("**Project**") located on Mustang Court, King City, CA, and as shown on **Exhibits 5 and Exhibit 7**, King City, CA; and

WHEREAS, pursuant to Municipal Code Section 16.288.110, the Planning Commission ("**Commission**") makes a recommendation to the City Council on vesting tentative maps ("**VTM**") and the Commission makes the final decision on conditional use permits ("**CUP**"), architectural review ("**AR**") and landscape review permits ("**LRP**"); and

WHEREAS, staff has performed a preliminary environmental assessment of the Project and determined it will not have the potential to results in significant adverse environmental impacts and is categorically exempt from the California Environmental Quality Act ("**CEQA**") Guidelines (14 Cal. Code Regs. §15000 et. seq.), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects; and

WHEREAS, the Project Review Committee ("**PRC**") met to review the Project and prepare conditions of approval ("**COA**") that allow the Commission to make the necessary findings of fact, as written on **Exhibit 2**; and

WHEREAS, on **July 2, 2019**, the Commission met at the duly noticed public hearing as prescribed by law to reviewed and considered the information provided in the staff report, all relevant information and accepted all testimony during the public hearing; and

WHEREAS, the Commission made a recommendation to the City Council ("**Council**") on the VTM by adopting Resolution No. 2019-256; and

WHEREAS, the Commission approved the CUP, AR and LRP, making the findings of facts, as outlined in **Exhibit 1**, and subject to the City Council approving TTM2019-001.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King approves Conditional Use Permit Case No. CUP2019-002, Architectural Review Permit Case No. AR2019-001, and LRP2019-001, as presented on **Exhibit 5 and Exhibit 7**, with the findings of fact outlined in **Exhibit 1**, and the conditions of approval outlined in **Exhibit 2**.

This resolution was passed and adopted this 2nd day of July 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DAVID NUCK, CHAIRPERSON

ATTEST: _____
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

EXHIBIT 7

RESOLUTION NO. 2019-4725

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING ADOPTING A CATEGORICAL EXEMPTION, AND APPROVING A SEVEN (LOT) VESTING TENTATIVE TRACT MAP FOR THE CONSTRUCTION OF AN AFFORDABLE HOUSING PROJECT LOCATED ON MUSTANG COURT, KING CITY, CALIFORNIA (APN 026-071-073)

WHEREAS, Peoples' Self Help Housing ("**Applicant**") filed applications for Cases No. TTM 2019-001, CUP2019-002, AR2019-001, and LRP2019-001 for the construction of a sweat equity affordable housing project consisting of seven (7) single family residential units ("**Project**") located on Mustang Court, King City, CA, and as shown on **Exhibits 3,4, and 5**; and

WHEREAS, pursuant to Municipal Code Section 16.288.110, the Planning Commission ("**Commission**") makes a recommendation to the City Council ("**Council**") on vesting tentative maps ("**VTM**") and the Commission makes the final decision on conditional use permits ("**CUP**"), architectural review ("**AR**") and landscape review permits ("**LRP**"); and

WHEREAS, staff has performed a preliminary environmental assessment of the Project and determined it will not have the potential to results in significant adverse environmental impacts and is categorically exempt from the California Environmental Quality Act ("**CEQA**") Guidelines (14 Cal. Code Regs. §15000 et. seq.), pursuant to Section 15332 of the CEQA Guidelines for Infill Development Projects; and

WHEREAS, the Project Review Committee ("**PRC**") met to review the Project and prepare conditions of approval ("**COA**") that allow the Commission and Council to make the necessary findings of fact, as written on **Exhibit 1**; and

WHEREAS, on **July 2, 2019**, the Commission met at the duly noticed public hearing as prescribed by law to reviewed and considered the information provided in the staff report, all relevant information and accepted all testimony during the public hearing; and

WHEREAS, on **July 2, 2019**, the Commission made a recommendation to the Council to approve TTM 2019-001, and the Commission approved CUP2019-002, AR2019-001 and LPR2019-001 subject to the Council's final action on the VTM, by adopting Resolution No. 2019-256; and

WHEREAS, the Commission recommends the Council approve the TTM2019-001, subject to the findings of facts, as outlined in **Exhibit 6**.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King approves TTM2019-001, as presented on **Exhibit 4**, with the findings of fact outlined in **Exhibit 1**, and the conditions of approval outlined in **Exhibit 2**.

This resolution was passed and adopted this 9th day of July 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

]

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By _____
SHANNON L. CHAFFIN, City Attorney
Aleshire & Wynder, LLP

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



Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER/EXECUTIVE DIRECTOR

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 approve a Tax Sharing and Fee Deferral Agreement with Stay Cal Hotels, LLC to provide subsidies to increase the economic viability of a new hotel project at 1023 Broadway Street.

BACKGROUND:

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

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

**CITY COUNCIL
CONSIDERATION OF A TAX SHARING AND FEE DEFERRAL AGREEMENT
WITH STAY CAL HOTELS, LLC FOR HOTEL PROJECT AT 1023
BROADWAY STREET
JULY 9, 2019
PAGE 2 OF 4**

The property was listed at that time for a sale price of \$1,500,000, which was consistent with the LRPMP. One offer was received. Following negotiations, at the January 8, 2019 meeting, the City Council acting as the Board of Directors for the Successor Agency approved a Purchase and Sale Agreement with Cal Stay Hotels, LLC. to sell the property for \$1,065,000 for a hotel and retail project.

DISCUSSION:

Since that time, staff and the City's consultants have been working with the buyer to assist in identifying potential tenants for the project. Unfortunately, the buyer has not been able to achieve a financially viable project in order to proceed. As a result, staff and the consultants have renegotiated the Purchase and Sale Agreement in order to enable the sale and a project to proceed, which is presented as a separate item for consideration by the City Council under its role as the Successor Agency Board of Directors.

The developer has also requested deferral of development impact fees and return of a portion of development impact fees. The City's consultants have analyzed the pro forma for the project and determined the subsidies are justified in order for the project to be economically viable. The following terms have been negotiated and agreed upon, which are provided in the proposed Tax Sharing and Fee Deferral Agreement attached for the City Council consideration.

Transient Occupancy Tax (TOT) Reimbursement:

- Year 1 to 2 – 75% rebate
- Year 3 to 4 – 50% rebate
- Year 4 to 6 – 25% rebate

Fee Deferrals:

- | | |
|--|--|
| • Fire Facilities and Equipment | Certificate of Occupancy/Temporary Occupancy |
| • Wastewater Treatment Plant | January 2024 |
| • Wastewater Collection System | January 2024 |
| • Storm Drainage Facilities | January 2026 |
| • Streets, Traffic Signals and Bridges | January 2026 |
| • General Government Facilities | January 2026 |
| • Law Enforcement Facilities | January 2026 |

**CITY COUNCIL
CONSIDERATION OF A TAX SHARING AND FEE DEFERRAL AGREEMENT
WITH STAY CAL HOTELS, LLC FOR HOTEL PROJECT AT 1023
BROADWAY STREET
JULY 9, 2019
PAGE 3 OF 4**

The fee deferrals have been scheduled to ensure all fees are received by the time they are needed for projects to mitigate impacts associated with the development.

Assembly Bill 562 ("AB 562") added to Government Code Section 53083 a number of new requirements for cities prior to providing economic development subsidies effective January 1, 2014. California cities are subject to new disclosure, reporting, and public hearing requirements relating to the approval of economic development subsidies exceeding \$100,000. Pursuant to this law, the appropriate public hearing notice was published. Publication and distribution of a report disclosing information relevant to each economic development subsidy is also required, and such report must be made available to the public by posting it on the City's website. The report is attached as Exhibit 2 and has been placed on the City's website.

COST ANALYSIS:

The proposed project is projected to increase City TOT revenue annually in an average amount of \$67,000 to \$184,640 for the first seven (7) years. After that, it is projected to provide annual TOT revenue in an amount of \$125,000 to \$258,000. Visitors are projected to generate an additional \$25,000 to \$50,000 in sales tax revenues to the City.

ENVIRONMENTAL REVIEW:

Environmental review for the Purchase and Sale Agreement was approved at the January 8, 2019 meeting. Environmental review of the project will be performed when the developer submits an application for project approval. Therefore, no additional action by Council is needed at this time.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve the Tax Sharing and Fee Deferral Agreement;
2. Direct staff to re-negotiate the terms of the Agreement;
3. Do not approve Agreement; or
4. Provide other direction to staff.

Exhibits:

1. First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions
2. Economic Development Subsidy Report

**CITY COUNCIL
CONSIDERATION OF A TAX SHARING AND FEE DEFERRAL AGREEMENT
WITH STAY CAL HOTELS, LLC FOR HOTEL PROJECT AT 1023
BROADWAY STREET
JULY 9, 2019
PAGE 4 OF 4**

Prepared and Approved by:



Steven Adams, City Manager

RECORDING REQUESTED BY:
 WHEN RECORDED RETURN TO:
 CITY OF KING
 212 South Vanderhurst Ave.
 King City, CA 93930
 ATTN: CITY CLERK

APN No. 026-391-025-000

Exempt from recording fee, per Government Code § 6103
 SPACE ABOVE THIS LINE FOR RECORDER'S USE

TAX SHARING AND FEE DEFERRAL AGREEMENT

This Tax Sharing And Fee Deferral Agreement ("**Agreement**") is made and entered into this _____ day of June, 2019 by and between the City of King, California, a municipal corporation ("**City**"), and Stay Cal Hotels, LLC, a Limited Liability Company ("**Developer**").

RECITALS

A. This Agreement relates to certain unimproved real property consisting of approximately 4.43 acres located at 1023 Broadway in the City of King, County of Monterey, State of California ("**Property**"), which is also referred to as Assessor Parcel No. 026-391-025-000, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Developer proposes to develop and construct a hotel on the Property, with a minimum of fifty (50) rooms. ("**Project**") Developer anticipates that the Project, once occupied, will generate transient occupancy taxes ("**TOT**") to the City.

C. The City wishes to provide the Developer an incentive to operate the Project in order that increased visitation will generate additional TOT and sales tax to the City and to provide certain services to the residents. The City has determined that a TOT reimbursement to the Developer in accordance with the terms of this Agreement, is of public benefit and contributes to the general welfare of its citizens because the development of the Project will create both temporary construction and permanent operational jobs, increased capital investment, property values and tax revenues, sales tax revenues and would develop an underutilized site thereby further serving as an economic catalyst to the City by expanding lodging options and amenities which support tourism.

D. The City also wishes to provide the Developer with a development impact fee deferral agreement. Pursuant to City Ordinance 16.18.030, codified as Chapter 16.18 of the King City Municipal Code ("**KCMC**"), the terms and conditions of which are incorporated herein by reference, the City is authorized to collect various development impact fees as a condition of issuance of all building permits for development within the city in order to ensure the provision of adequate public facilities such that new development will not create a burden on the City's interrelated public facilities and services networks.

E. Pursuant to KCMC 16.18.105(b), a developer of a motel or hotel may elect to defer the payment of a development fee for any lot or parcel after the issuance by the city of a

building permit for any building or structure on that lot by entering into an agreement with the city if its for a motel of 50 or more units and the deferral will not result in collection of fees beyond the date the fees are needed to fund the improvements caused by the development. The City Manager has sole discretion to establish the deferred fee payment date.

NOW, THEREFORE, Developer and City agree as follows:

1. TOT Reimbursement

A. Reimbursement Commitment. In consideration of Developer operating the Project on the Property and the other conditions and covenants provided herein, if and when the Project is developed, the City shall reimburse the Developer seventy-five percent (75%) of the City's current TOT rate for operating years one and two. The Developer shall be reimbursed fifty percent (50%) of the City's current TOT rate for operating years three and four. The Developer shall be reimbursed twenty-five percent (25%) of the City's current TOT rate for operating years five, six and seven. The payment of reimbursement TOT by the City to the Developer shall commence the first full quarter during which commercial operation of the Project commenced and shall continue until the maximum allowable reimbursement has been made by the City. ("**Reimbursement Termination Date**") TOT collected prior to the Reimbursement Termination Date is subject to reimbursement pursuant to this Agreement. TOT collected after the Reimbursement Termination Date is not subject to reimbursement. Developer at all times shall remit to the City full payment of the TOT as required by KCMC 3.12.070.

The City shall only make Reimbursement TOT payments due under this Agreement on a fiscal year by fiscal years basis from TOT revenues received by the Developer during each respective fiscal year in exchange for consideration received from the Developer to the City during the same fiscal year. In the event of a breach by the City with respect to Reimbursement TOT payments provided for under this Agreement, Developer agrees to waive any right to acceleration of all future Reimbursement TOT payments. The Developer shall only be able to pursue collection of Reimbursement TOT payments on an individual fiscal year basis, as such payments become due.

B. Conditions to Reimbursement. The obligations of the City to make any payment of Reimbursement TOT for any quarter is contingent upon the satisfaction by the Developer of the following: (1) commencement of commercial operation of the Project by the date of issuance of the Certificate of Occupancy and (2) at all relevant times operate a nationally recognized franchise hotel brand of at least a 3 stars level quality rating. If the Developer fails to commence commercial operation prior to that date, then the City in its sole discretion, may terminate this Agreement by delivering written notice of such termination to the Developer. Following such termination, neither Party shall have any further rights, duties, or obligations hereunder, and the City shall have no obligation to pay Reimbursement TOT, provided however, that if this Agreement is not terminated and the Developer subsequently commences operation, the terms of this Agreement shall apply and the City's rights to terminate shall be void.

C. Public Benefit/Public Purposes. The City Council has determined that encouraging economic development, including private investment that involves creation of new jobs and income in the City, or the retention of existing jobs and income that would otherwise be

lost or be unavailable to the residents of the City, is a valid exercise of its powers and provides an important public benefit and serves an important public purpose. By authorizing the City to enter into the Agreement, the City Council has determined that the benefits accruing as a result of the transactions contemplated by this Agreement, including, without limitation, (1) direct benefits such as the increase in high quality hotel rooms and their role in increasing tourism; (2) increased revenues from property, sales, parking, business license, utility and Transient Occupancy Taxes, (3) enhanced economic opportunities generated by the development of a new hotel; and (4) acceleration of quality jobs and infrastructure to the City all represent fair consideration for all the obligations to be undertaken by the City as contemplated in this Agreement.

2. Development Impact Fees

A. Impact Fees Imposed on Project. The City has imposed such fees upon the Project, as fire facilities and equipment impact fees, storm drainage facilities impact fees, wastewater collection system impact fees, wastewater treatment plant impact fees, general government facilities impact fees, law enforcement facilities impact fees, streets, and traffic signals and bridges impact fees. The development impact fees assessed on this Project shall be the development impact fees in effect as of the date of the issuance of building permits. The City estimates the development impact fees deferred under this Agreement are as follows:

Development Impact Fee:

- Fire Facilities and Equipment
- Storm Drainage Facilities
- Streets, Traffic Signals and Bridges
- General Government Facilities
- Law Enforcement Facilities
- Wastewater Treatment Plant
- Wastewater Collection System

B. Deferral of Impact Fees. The Developer requests a deferral of the payment of those development impact fees imposed upon the Project as set forth herein. Developer requests a temporary deferral of the fire impact fees until the issuance by the City of a certificate of occupancy or temporary occupancy, whichever is issued sooner. The wastewater collection system development impact fees and wastewater treatment plant impact fees would be deferred until January 2024 and all other development impact fees would be deferred until January 2026. The deferral of one or more development impact fees imposed is necessary or desirable to achieve a goal important to the development of the Project.

C. Public Benefit/Public Purposes. The City has determined that this Project will benefit and enhance the economic strength of the community, and generally contribute to the economic and commercial well-being of the City and its residents. Accordingly, the City desires to allow the development impact fee deferral subject to the execution of a fee deferral agreement authorized by KCMC § 16.18.105.

Developer is familiar with the provisions of the City Ordinances and those regulations and resolutions which have been adopted pursuant thereto, and agrees that as a condition of the issuance of the building permit(s) for the Project, all development impact fees imposed by the City of King will be paid according to this Agreement.

D. Lien Created. The Developer hereby grants to City a lien against the Property described in Exhibit "A." The parties intend that said lien guarantees the payment in full, plus accrued interest, processing fees, and the cost of collection, if applicable, of the total fees deferred pursuant to this Agreement.

E. Retention of Overall Obligation. Developer acknowledges and agrees that the postponement of the payment of the deferred fees does not eliminate the Developer's obligation to pay the deferred fees. Should Developer fail to pay the City any deferred fees when due, the City may refuse to issue the Certificate of Occupancy, refuse to undertake additional inspections or issue permits and may file a breach of contract lawsuit against Developer. Any unpaid total fees balance is immediately due and payable upon the sale of the entire Property.

F. Interest and Fees. No interest or processing fee shall apply if the total fees are paid in full when they become due per the terms of this Agreement. However, should the total fees not be paid when due and payable, or should the Developer be in breach of any provision of this Agreement: (a) interest at the rate of five percent (5%) per annum shall accrue on all unpaid portion of the total fees from the date of issuance of the first initial building permit until the total fees and all accrued interest is paid; and (b) an additional processing fee of One Thousand Dollars (\$1,000.00) shall be added to the unpaid amount to cover the initial administrative costs incurred in processing the Fee Deferral Application. If assessed, interest shall be at the above annual rate of interest, which the City earns on its investment of pooled funds.

G. Subordination. City is aware that Buyer will be obtaining construction financing for the construction of a hotel on the Property and that the construction lender may require that the City's lien be subordinated to the construction financing. In such event, the City Manager shall approve a subordination of its lien to Buyer's construction financing and any replacement takeout financing.

H. Release of Lien. Upon full payment of the Total Fees and accrued interest to City and complete satisfaction of all terms and conditions of this Agreement by the Developer, the City shall promptly release the lien created hereunder by executing a lien release in substantial form as shown in Exhibit "B."

3. General Provisions as To Entire Agreement

A. Default. If Developer fails to pay any amount owing under this Agreement, the City has the right to exercise all rights and remedies and to maintain any action in law or equity to enforce the terms and covenants of this Agreement. The City may pursue collection through all available legal and administrative means including, but shall not be limited to, judicial or non-judicial foreclosure of the recorded lien against the Affected Property and/or civil judgment against the Developer for breach of this Agreement and/or the security provided hereunder. As part of the obligation secured hereby and in addition to the amount of the deferred fees stated

above, there shall be included cost and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

B. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

C. Assignment. This Agreement shall not be assigned or otherwise transferred to a person or entity not a party to this Agreement without the express prior written consent of the City. Any person or entity seeking assignment or transfer of this Agreement shall meet all of the terms and conditions under this Agreement. Assignment shall not be effective until the proposed assignee/transferee executes an assignment and assumption agreement, in a form acceptable to the City Attorney, assuming all duties and obligations of the Developer under this Agreement. Any assignment or transfer not in strict compliance with this provision shall: (a) be null and void; (b) constitute a material breach of this Agreement; and (c) cause the total fees to become due and immediately payable at the time of the attempted assignment or transfer.

D. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

E. Applicable law and Venue. This Agreement is governed by and construed in accordance with the substantive laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Monterey County, California.

F. Waiver. In the event that either City or Developer shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

G. Severability. If any provision of this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement will not be affected and remains valid and fully enforceable.

H. Notices. All correspondence regarding this Agreement must be direct to the following persons at the following addresses:

City: City of King
212 South Vanderhurst Ave.
King City, CA 93930
Attn: City Manager

Developer: Stay Cal Hotels, LLC, A Limited Liability Company
2110 S. El Camino Real, Suite B
San Mateo, CA 94403
Attn. Hiten Suraj

I. Modification and Amendment. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

J. Entire Agreement. This Agreement contains the entire agreement between the parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. This Agreement may not be modified except by written mutual agreement signed by the parties.

K. Authority to Execute. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

L. Recording. This Agreement shall be recorded in the Grantor-Grantee index in the name of the City of King as grantee and in the name of Developer as grantor.

M. Prevailing Wage Requirement. The Developer shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal laws, rules, regulations and ordinances now in force, or which may hereafter be in force, pertaining to its activities contemplated under this Agreement, including but not limited to, issuance of building and use permits and compliance with all federal and state labor laws (collectively “**Laws**”). Developer shall defend, indemnify and hold the City, its elected officials, officers, members, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of Developer to comply with such Laws relating to this Agreement.

Specifically, by its execution of this Agreement, Developer certifies that it is aware of the requirements of California Labor Code sections 1720, et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“**Prevailing Wage Laws**”), which require the payment of prevailing wage rates and the performance of other certain requirements on certain “public works” and “maintenance” projects. Developer agrees to fully comply with such Prevailing Wage Laws.

The City shall not condition its entitlements, permits, or approvals on the use of any worker labor force or union for the construction or the operations of the hotel.

N. Indemnification. Developer agrees to indemnify, hold harmless, and defend (with counsel selected by the City), the City and its officers, agents, consultants, and employees from any and all claims, demands, costs and/or liability arising from or connected with this Agreement or (i) the approval of this Agreement or the construction of the Project; (ii) the untruth or inaccuracy of any representation or warranty made by Developer in this Agreement or in any certifications delivered by Developer hereunder; (iii) Developer’s failure to perform the requirements of this Agreement; (iv) any act or omission of Developer or any of its officers, employees, consultant or agents. If Developer fails to do so, City shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any reasonable attorneys’ fees and costs, to and recover the same from Developer. The indemnification provisions set forth in this Section shall not apply to claims, demands, costs or

liability arising from the negligence or conduct of the City, its officers, agents, consultants, and employees.

O. Representatives of the Parties. City's City Manager, or his or her designee, shall serve as City's Representative and shall have the authority to act on behalf of City for all purposes under this Agreement. Developer designates Hiten Suraj to act as Developer's Representative to the City. Developer's Representative shall have the authority to act on behalf of Developer for all purposes under this Agreement and shall coordinate all activities required of the Developer under this Agreement. Developer shall work closely and cooperate fully with City's Representative in connection with the fulfillment of each party's obligations under this Agreement.

P. Conflict of Interest. For the term of this Agreement, no member, officer or employee of Developer or City, during the term of his or her service with Developer or City shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Q. Limited Scope of Duties. City's and Developer's duties and obligations under this Agreement are limited to those described herein. City has no obligation with respect to any work performed on the Property or otherwise in connection with the Project.

R. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

S. Headings. Article and section headings and paragraph captions contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

T. No Joint Venture. This Agreement relates to impact fees and Transient Occupancy Taxes only and nothing herein shall be construed to make City a party to the Project or to make City a partner or joint venturer with Developer for such purpose. City maintains no proprietary interest in the Project.

U. Counterparts. This Agreement may be executed in two or more counterparts. When each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one agreement which shall be binding upon and effective as to all Parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first above written:

CITY:

CITY OF KING, CALIFORNIA,
a municipal corporation

By: _____
Steven Adams, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: _____
Roy Santos, City Attorney

DEVELOPER:

Stay Cal Hotels, LLC

By: _____
Name: Hiten Suraj
Title: Manager

**CITY OF KING
ECONOMIC DEVELOPMENT SUBSIDY REPORT
JULY 2019**

Project: Hotel project proposed on Parcel #026-391-025-000 (1023 Broadway Street) owned by the Successor Agency to the Former King City Community Development Agency.

Subsidy Beneficiary: Stay Cal Hotels, Inc.
2110 South El Camino Real
San Mateo, CA 94403

Description of Subsidy: The subsidy provided consists of the reimbursement of a portion of Transient Occupancy Tax generated by the project and deferral of development impact fees as follows:

Transient Occupancy Tax (TOT) Reimbursement

- Year 1 to 2 – 75% rebate
- Year 3 to 4 – 50% rebate
- Year 4 to 6 – 25% rebate

Development Impact Fee Deferrals

- Fire Facilities and Equipment - Certificate of Occupancy/Temporary Occupancy
- Wastewater Treatment Plant - January 2024
- Wastewater Collection System - January 2024
- Storm Drainage Facilities - January 2026
- Streets, Traffic Signals and Bridges - January 2026
- General Government Facilities - January 2026
- Law Enforcement Facilities - January 2026

The subsidy over the life of the Agreement is projected to result in a subsidy of \$406,250 to \$838,500 in TOT reimbursement. Development Impact Fee deferrals are scheduled in order to ensure funding is received prior to dates needed for projects to mitigate the impacts of the project. Therefore, there is minimal cost associated with the fee deferrals.

Effective Dates: The effective date of the Agreement is projected to be August 1, 2019. Subsidies will take place when the project receives a Certificate of Occupancy or Temporary Certificate of Occupancy and begins operation, which is projected to be January 2021. It would then be in effect for six (6) years until projected expiration in December 2026.

Statement of Purpose: The purpose of the project is to support expansion of visitor and tourism activity to the City. The project will benefit the general public by increasing jobs, City revenues to fund local services, and to increase business development in the City. Each increased visitor will increase revenue for local businesses, particularly restaurants, shops, grocery stores and gas stations. As a result, the project will generate both TOT revenues, as well as increase sales tax from other businesses.

Projected Tax Revenue: The proposed project is projected to increase City TOT revenue annually in an average amount of \$67,000 to \$184,640 for the first seven (7) years. After that, it is projected to provide annual TOT revenue in an amount of \$125,000 to \$258,000. Visitors are projected to generate an additional \$25,000 to \$50,000 in sales tax revenues to the City.

Projected Job Creation: 9 full-time
7 part-time
65 temporary



Item No. 10(C)

REPORT TO THE CITY COUNCIL

DATE: JULY 9, 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 CONFIRMING AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FROM PREVIOUSLY FORMED LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT" (ADOPTED ON MARCH 10, 1998)

RECOMMENDATION:

It is recommended the City Council adopt the resolution confirming and ordering the levy and collection of assessments from the previously formed landscaping and lighting district.

BACKGROUND:

The City previously formed Landscaping and Lighting Maintenance 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"). 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. However, for several years the City has not been levying and collecting the assessment fees for the District because the required

CITY COUNCIL

CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CONFIRMING AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FROM PREVIOUSLY FORMED LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE MAINTENANCE DISTRICT" (ADOPTED ON MARCH 10, 1998)

JULY 9, 2019

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improvements and maintenance was not being performed and a fund balance was held until the work could proceed. The City is now proceeding to install the improvements legally required by the District. Therefore, the assessment needs to be resumed to fund the required ongoing maintenance costs.

DISCUSSION:

The City previously adopted a Resolution which provided notice to the members of the District and citizens 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. The Resolution currently before Council confirms and orders the levying and collection of 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" (Adopted On March 10, 1998) ("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 "Riverview Gardens Landscape Maintenance District" (Adopted On March 10, 1998) 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.

COST ANALYSIS:

Each parcel within the District shall be levied an assessment in the amount of \$213.60 annually which will be used to fund the operation, maintenance and future replacement of the District. It will generate a total of \$9612.00 revenue on an annual basis.

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 installation on any specific piece of property within the City's boundaries.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KING CONFIRMING AND ORDERING THE LEVY AND COLLECTION OF
ASSESSMENTS FROM PREVIOUSLY FORMED LANDSCAPING AND
LIGHTING MAINTENANCE DISTRICT "RIVERVIEW GARDENS LANDSCAPE
MAINTENANCE DISTRICT" (ADOPTED ON MARCH 10, 1998)
JULY 9, 2019
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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.

Approved by: _____


Steven Adams, City Manager

RESOLUTION NO. 2019-4729

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING CONFIRMING AND ORDERING THE INTENTION TO LEVY AND COLLECTION OF ASSESSMENTS FROM PREVIOUSLY FORMED 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 THERETO

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: _____
STEVEN 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 SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE BOARD

FROM: STEVEN ADAMS, CITY MANAGER/EXECUTIVE DIRECTOR

RE: CONSIDERATION OF AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF KING

RECOMMENDATION:

It is recommended the Successor Agency to the Former Community Development Agency of the City of King adopt a Resolution approving the First Amendment to the Purchase and Sale Agreement to sell Parcel #026-391-025-000 formerly owned by the Community Development Agency to StayCal Hotels, LLC and authorizing the City Manager to execute all necessary documents and make non-substantive changes in a form approved by the City Attorney.

BACKGROUND:

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

The last remaining property to be sold is 1023 Broadway Street, which is a 4.43 acre parcel adjacent to the northbound Broadway Street exit of Highway 101. In order to help target staff's efforts on attracting potential development to the site, the City contracted with Kosmont Companies to prepare a hotel and retail market analysis. At the April 10, 2018 meeting, the City Council also approved an

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF AMENDMENT TO PURCHASE AND SALE
AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY
OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
KING**

JULY 9, 2019

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Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in listing the property for sale.

The property was listed at that time for a sale price of \$1,500,000, which was consistent with the LRPMP. One offer was received. Following negotiations, at the January 8, 2019 meeting, the City Council acting as the Board of Directors for the Successor Agency approved a Purchase and Sale Agreement with Cal Stay Hotels, LLC. to sell the property for \$1,065,000 for a hotel and retail project.

DISCUSSION:

Since that time, staff and the City's consultants have been working with the buyer to assist in identifying potential tenants for the project. Unfortunately, the buyer has not been able to achieve a financially viable project in order to proceed. As a result, staff and the consultants have renegotiated the Purchase and Sale Agreement in order to enable the sale and a project to proceed.

Based on the negotiations, an amendment to the Purchase and Sale Agreement is proposed for Successor Agency consideration. The primary change to the agreement is a reduction of the sale price to \$700,000. The Agreement is also contingent upon approval of a Tax Sharing and Fee Deferral Agreement, which will include negotiated incentives for the hotel project and will be processed separately for City Council consideration. All other terms remain the same. The consultants have reviewed pro forma data provided by the buyer and believe the justification for the reduced price is reasonable in order to finance the project as envisioned.

The terms as revised are as follows:

- Purchase Price - \$700,000
- Due Diligence - 180 Days
- Non-refundable Deposits -
 - \$10,000 of the Initial Deposit shall become non-refundable and passed through to the Seller every 60 days during the Due Diligence period.
 - \$10,000 every 60 days = \$30,000 non-refundable at the end of the 6-month Due Diligence period with an additional deposit of \$20,000 due upon removal of contingencies.
- Close of Escrow - 60 Days

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF AMENDMENT TO PURCHASE AND SALE
AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY
OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
KING**

JULY 9, 2019

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- Option to Extend COE - One (1) option to extend sixty (60) days

County staff have determined that the agreement does not require County Oversight Board approval.

COST ANALYSIS:

Since this property was owned by the former redevelopment agency, the City only receives a portion of the proceeds. The net revenue from the sale to the City's General Fund will likely be in the range of \$100,000. The more significant benefit will be a projected increase in ongoing Transient Occupancy Tax (TOT) revenues if the developer is successful in constructing a new hotel, as well as economic development activity the project will help generate from visitors to the City. The hotel would also be accompanied by retail businesses on the site, which should increase the City's sales tax.

ENVIRONMENTAL REVIEW:

Environmental review for the Purchase and Sale Agreement was approved at the January 8, 2019 meeting. 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 has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Approve the amendment;
2. Direct staff to re-negotiate the terms of the Agreement;
3. Do not approve the sale; or
4. Provide other direction to staff.

Exhibits:

1. First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF AMENDMENT TO PURCHASE AND SALE
AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY
OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
KING**

JULY 9, 2019

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Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2019-_____

**RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CITY OF KING
COMMUNITY DEVELOPMENT AGENCY APPROVING THE FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW
INSTRUCTIONS FOR SALE OF A CERTAIN PARCEL OF LAND OWNED BY THE CITY
IDENTIFIED AS APN #026-391-025-000 TO STAY CAL HOTELS, LLC**

WHEREAS, the Successor Agency to the Former City of King Community Development Agency (“Successor Agency”) owns a certain parcel of land identifiable as APN #026-391-025-000, which was formerly owned by the City of King Community Development Agency; and

WHEREAS, the Successor Agency is required by the State of California under State law to dispose of said property; and

WHEREAS, the Successor Agency has done it’s due diligence to make said sale available to all interested parties and has taken the steps to sell said property consistent with the Long-Range Property Management Plan adopted by the Successor Agency in October 2015 and approved by the State of California Department of Finance; and

WHEREAS, the proposed sale of this property is not a Project under definitions of CEQA since the sale and purchase transaction is not an activity which may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and 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; and

WHEREAS, the Successor Agency desires to sell said property to Stay Cal Hotels, LLC, who has submitted the highest offer, which the Successor Agency has determined is fair and equitable; and

WHEREAS, the Successor Agency Board of Directors approved a Purchase and Sale Agreement with Stay Cal Hotels, LLC for sale of APN #026-391-025-000 on January 8, 2019; and

WHEREAS, the Successor Agency desires to modify the terms of the Purchase and Sale Agreement with Stay Cal Hotels, LLC for sale of APN #026-391-025-000 and then proceed with disposition of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE FORMER CITY OF KING COMMUNITY DEVELOPMENT AGENCY AS FOLLOWS:

THAT APN #026-391-025-000 be sold to Stay Cal Hotels for \$700,000.00, under the terms of the First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions attached as Exhibit A to this Resolution and incorporated by this reference; and

BE IT FURTHER RESOLVED THAT the City Manager, Steven Adams, is authorized to execute the Agreement and Deeds on behalf of the Successor Agency to the Former City of King Community Development Agency, and any other documents necessary to complete this transaction; and

BE IT FURTHER RESOLVED THAT the City Manager is authorized to make non-substantive changes as necessary to the Agreement consistent with the agreed upon terms in a form approved by the City Attorney; and

BE IT FURTHER RESOLVED THAT a finding is made that the sale of property falls within the Categorical Exemption set forth in Section 15312 of CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Former City of King Community Development Agency on the 9th day of July, 2019, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor/Chair

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND JOINT ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“**Amendment**”) is entered into this ___ day of _____, 2019 by and between the SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF KING CITY, a public agency (“**Seller**”) and STAY CAL HOTELS, LLC, a California limited liability company (“**Buyer**”).

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated January 22, 2019 (“**Original PSA**”), regarding the sale of certain unimproved real property located at 1023 Broadway in the City of King (APN 026-391-025-000) as legally described in the Original PSA.

B. The Effective Date of the Original PSA was January 22, 2019. However, Escrow was not opened in the time specified in Section 2.2 and, therefore, Buyer is in breach (“**Buyer’s Breach**”).

C. After conducting due diligence with hotel operators, Buyer has determined that that the Purchase Price makes a hotel project untenable on the Property and, therefore, requested that the Purchase Price be reduced.

D. The parties desire to amend the Original PSA to, among other things, reduce the Purchase Price and to waive Buyer’s Breach upon the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Seller and Successor Buyer agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **DEFINED TERMS.** All terms not specifically defined in this Amendment shall have the meaning in the Original PSA.
3. **AMENDMENT EFFECTIVE DATE.** This Amendment shall be effective upon the execution by Seller (“**Amendment Effective Date**”).
4. **AMENDMENTS/MODIFICATIONS.**
 - A. Effective Date.** Section 2.1 is amended to provide that the “**Effective Date**” shall be the same as the Amendment Effective Date.
 - B. Opening of Escrow.** Buyer shall open escrow in accordance with Section 2.2 within five (5) days from the Effective Date as redefined in Subparagraph A above.
 - C. Purchase Price.** Section 3.1 is amended to specify that the Purchase Price is Seven Hundred Thousand Dollars (\$700,000) (“**Purchase Price**”).
 - D. First Approval Notice.** Section 7.2.a. is amended to delete the last sentence.

E. Condition to Buyer's Obligations. Section 8.1 is amended to add a new subsection v. as follows:

“v. City Council of the City approves and executes the Fee Deferral and Tax Reimbursement Agreement in the form attached hereto as Exhibit C and incorporated herein by reference.

F. Assignment. Section 15.1 is deleted in its entirety and the following is substituted in its place and stead:

“**Assignment.** Buyer has no right to assign this Agreement without the prior written consent of Seller in its sole discretion. Seller agrees to not unreasonably withhold its consent for a transfer by Buyer to (i) an entity in which Buyer or Hiten Suraj owns a majority interest and controls; or (ii) a trust in which Hiten Suraj is the settlor and trustee. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.”

G. Exhibits. Section 15.13 is amended to add reference to Exhibit C.

H. Waiver of Buyer's Breach. As of the Opening of Escrow, Seller shall be deemed to have waived Buyer's Breach.

5. REAFFIRMATION OF ORIGINAL PSA. Except as amended by this Amendment, the Original PSA shall remain unchanged and is hereby reaffirmed, ratified and confirmed in its entirety. If there is any conflict, inconsistency or ambiguity between the Original PSA and this Amendment, then this Amendment shall govern and control.

6. COPY TO ESCROW. As soon as practical after the Amendment Effective Date, the parties shall deliver a copy of this Amendment to Escrow.

7. ENTIRE AGREEMENT. This Amendment constitutes the entire agreement, and supersedes any prior written or oral agreements among the parties with respect to the specific matters addressed herein.

8. AUTHORIZATION. Each individual executing this Amendment on behalf of any entity represents and warrants that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Amendment and said entity will thereby be obligated to perform the terms of this Amendment.

[SIGNATURES ON FOLLOWING]

IN WITNESS WHEREOF, this Amendment has been executed by Seller and Buyer as of the dates below.

BUYER:

STAY CAL HOTELS, LLC,
a California limited liability company

By: _____
Hiten Suraj
Manager

_____, 2019

SELLER:

**SUCCESSOR AGENCY OF THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
KING CITY,** a public agency

By: _____
Steven Adams, Executive Director

_____, 2019

ATTEST:

Erica Sonne, Deputy Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: _____
Roy C. Santos, Agency Counsel

EXHIBIT C

FEE DEFERRAL AND TAX REIMBURSEMENT AGREEMENT

(To be inserted prior to execution of Amendment)



Item No. 11(B)

STAFF REPORT

DATE: JULY 9, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF ENCROACHMENT AGREEMENT FOR THE PURPOSE OF OUTDOOR DINING AT 320 BROADWAY STREET ALONG A PORTION OF THE EXISTING STREET RIGHT-OF-WAY

RECOMMENDATION:

It is recommended the Council: 1) grant an Encroachment Agreement with King City Vendome Partners Inc. at 320 Broadway Street along the street frontage, including sidewalk and two diagonal parking stalls for the purpose of outdoor dining; 2) authorize the City Manager to execute the Encroachment Agreement and make non-substantive changes as necessary in a form approved by the City Attorney; and 3) adopt a finding of a Categorical Exemption pursuant to Section 15301 of the CEQA Guidelines.

BACKGROUND:

The property located at 320 Broadway Street ("Vendome Hotel") is currently in the process of being renovated. One of the objectives of the owners is to provide outdoor dining along Broadway Street. An application has been submitted by the new owners to allow the use of outdoor dining within the existing sidewalk area and a proposed curb and gutter bulb out at the front of the premise at 320 Broadway Street. Improvements to the sidewalk and the construction of the curb and gutter bulb out will be constructed and paid for by the property owner.

DISCUSSION:

An encroachment permit will allow one of the new business operators to operate a dining establishment with outdoor dining subject to the conditions of the encroachment agreement. Improvements within the encroachment will be required to maintain a clear path with minimum width of four feet for pedestrian traffic along Broadway Street. The applicant must also operate the business with

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outdoor dining in compliance with requirements of the City's Municipal Code, including noise provisions.

The signed agreement shall be returned to the City along with the required Certificate of Insurance, evidencing a third party bodily injury and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) or such other coverage and greater amount as the City may require, and naming the City of King as an additional insured party under the policy. The Certificate of Insurance shall be renewed and a copy thereof submitted to the City on an annual basis for the life of the encroachment.

The encroachment will cause the loss of two parking spaces. The business is near the proposed Downtown Plaza property, which has an existing driveway that will no longer be needed. In exchange for the encroachment, the applicant has agreed to provide concrete improvements to eliminate the existing driveway adjacent to the City property, thus creating two additional parking stalls to replace those that will be lost.

Staff believes the proposed project is consistent with the concepts recommended in the Downtown Streetscape Conceptual Plan and the Economic Development Strategy. It will help provide a stimulus to make the downtown more activity and pedestrian oriented, as well as bring new businesses that will attract more people to the downtown area. It will also be complimentary to the Downtown Plaza project.

COST ANALYSIS:

There is no financial impact. The property owner is required to install and maintain the improvements.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301 of the CEQA guidelines because the contract is for improvements be made within existing improved City right of way. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

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ALTERNATIVES:

The following alternatives are provided for Council consideration:

- 1) Approve staff's recommendation;
- 2) Propose additional restrictions and/or requirements and then approve the agreement;
- 3) Not approve the Encroachment Agreement;
- 4) Provide other direction.

Exhibits:

1. Encroachment Agreement

Submitted by: _____



Octavio Hurtado, City Engineer

Approved by: _____



Steven Adams, City Manager

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into effective as of _____, 2019, by and between the **CITY OF KING CITY**, a California municipal corporation (the "City"), and **KING CITY VENDOME PARTNERS LLC**, a California limited liability company (the "Grantee").

RECITALS

A. Grantee is the owner of certain real property located at 320 Broadway Street, King City, California (the "Grantee Property"). Grantee proposes to provide outdoor dining on sidewalk and a proposed curb and gutter bulb out. Proposed curb and gutter bulb out encroaches upon the Broadway Street right-of-way within the City.

B. City desires to grant and Grantee wishes to receive permission for outdoor dining and to encroach upon the existing sidewalk and a certain strip of land which takes the area of two diagonal parking stalls which is located within the Broadway Street right-of-way (the "Encroachment Area"). The Encroachment Area is depicted in Exhibit A hereto, which is incorporated herein.

NOW, THEREFORE, City and Grantee, for good and valuable consideration, hereby agree as follows:

1. Encroachment. The business at 320 Broadway Street is permitted to encroach upon the Encroachment Area. Grantee, its agents, employees and customers, may enter onto the Encroachment Area under the terms and conditions set forth in this Agreement for the purpose of outdoor dining, provided that Grantee shall not be permitted to enlarge the portion of the encroachment.

2. Term. The term of this Agreement shall be for as long as the Clock Tower remains in existence. This Agreement shall automatically terminate upon the Grantee's demolition and removal of the Clock Tower. Grantee may demolish and remove the Clock Tower at any time, in Grantee's sole discretion.

3. Maintenance of Curb and Gutter Bulb out. During the term of this Agreement Grantee agrees to maintain the bulb out in good condition at all times, at Grantee's sole cost and expense. Grantee agrees that any and all maintenance work performed in association with the purposes of this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal, state and local laws. If Grantee fails to perform its obligation to maintain the curb and gutter bulb out as set forth herein, the City may enter the Grantee's Property after ten (10) day's written notice to Grantee (except in case of an emergency, in which case no notice shall be required), perform such maintenance obligations on Grantee's behalf, and put the landscaping and hardscaping within the bulb out in good order, condition and

repair, all at Grantee's cost and expense. The costs and expenses of any such performance shall be due and payable within 30 days upon presentation of an invoice therefore.

4. Insurance. Grantee shall obtain and keep in force during the term of this Agreement a Commercial General Liability policy of insurance protecting Grantee and City (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use or maintenance of the Clock Tower. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000.00 per occurrence. The limits of said insurance required by this Agreement, or as carried by Grantee, shall not, however, limit the liability of Grantee or relieve Grantee of any obligation hereunder.

5. Indemnification. Grantee shall defend, indemnify and hold harmless City from all claims, suits, actions, damages, costs or expenses of any kind or nature, including without limitation costs of court and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly out of or from the use of the Encroachment Area by Grantee or its agents, employees, contractors or subcontractors, except to the extent such loss or damage is caused by the gross negligence or willful misconduct of City.

6. Compliance with Law. Grantee shall use the Encroachment Area in accordance with applicable laws. Grantee shall not use or permit the use the Encroachment Area in a manner that is unlawful, creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to the Encroachment Area or neighboring premises or properties.

7. Default. In the event of a default under the terms of this Agreement, the other party shall notify the party in default in writing of the alleged default or breach. Such party shall have thirty (30) days to cure the breach or default, or such longer time as is reasonably necessary to cure the default if it cannot be cured within thirty (30) days. In the event such breach or default is not cured, in addition to any other remedies, including specific performance, the Agreement may be terminated upon written notice, and Grantee shall remove the Curb and Gutter bulb out from the Encroachment Area within a reasonable time thereafter at Grantee's sole cost and expense.

8. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation or receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time

designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

10. **Waiver.** The waiver by either party of a breach by the other of any provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

11. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Monterey County, California.

12. **Heading.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation of meaning of the provisions of this Agreement.

13. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

14. **Interpretation.** The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their general accepted meaning.

15. **Attorney's Fees.** If any Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the losing Party its reasonable attorney's fees and legal expenses.

16. **Exhibits.** Each exhibit and attachment reference in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

17. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, shall be null and void.

18. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19. **No Third Party Beneficiaries.** The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. **Extent of Agreement.** Each Party acknowledges that it has read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by all Parties herein.

21. **Recitals.** All provisions and Recitals within this Agreement shall be considered part of this contract and carry the same weight, force and effect as any other terms and conditions herein.

22. **Entire Agreement.** This Agreement contains the entire agreement between City and Grantee with respect to the subject matter hereof. All previous proposals and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of, or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

CITY:

CITY OF KING, a California municipal corporation

By: _____
Steven Adams, City Manager

ATTEST:

Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

Roy C. Santos, City Attorney

GRANTEE:

KING CITY VENDOME PARTNERS, LLC, a California limited liability company

By: _____
Chris Madson, Member

EXHIBIT A
LEGAL DESCRIPTION OF ENCROACHMENT AREA
[To Be Attached]

EXHIBIT B
DEPICTION OF ENCROACHMENT AREA
[To Be Attached]

VENDOME BLDG.

