

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

TUESDAY OCTOBER 8, 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. Waste Management's 2018 Performance Report, Elia Zavala, Salinas Valley Solid Waste Authority
 - B. Waste Management "Smart Trucks", Kristin Skromme, Waste Management, Inc.
- 6. PUBLIC COMMENT**

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

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item:

- A. Meeting Minutes of September 24, 2019 Council Meeting
Recommendation: approve and file.
- B. City of King September 16, 2019 Invoices Paid
Recommendation: receive and file.
- C. City of King September 19, 2019 Invoices Paid
Recommendation: receive and file.
- D. City of King September 20, 2019 Invoices Paid
Recommendation: receive and file.
- E. City of King KCCP Payments through September 24, 2019
Recommendation: receive and file.
- F. Consideration: An Ordinance Regulating Industrial Hemp
Recommendation: conduct the second reading by title only and adopt Ordinance pertaining to regulating industrial hemp.
- G. Consideration: An Ordinance of the City Council of the City of King Amending Chapter 5.34, of Title 5 of the King City Municipal Code Pertaining to Itinerant Vendor, Solicitors, and Peddlers
Recommendation: adopt an ordinance amending Chapter 5.34, of Title 5 pertaining to itinerant vendors, solicitors and peddlers, reading of the ordinance by title only.
- H. Consideration: Contract Services Agreement with Eikhof Design Group, Inc. for Public Works Special Projects Coordination
Recommendation: approve and authorize the City Manager to execute a contract services agreement with Eikhof Design Group, Inc. for Public Works special projects coordination; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.
- I. Consideration: A Resolution Supporting the South of Salinas US 101 Traffic Safety Alliance Efforts to Improve Traffic Safety Along the US 101 Corridor South of Salinas
Recommendation: adopt a Resolution in support of the South of Salinas (S.O.S.) US 101 Traffic Safety Alliance Efforts to improve traffic safety along the US 101 Corridor south of Salinas.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

- A. Consideration: Direction Regarding Community Signs Within the Public Right-Of-Way
Recommendation: Staff is requesting direction from the City Council regarding community signs within the right-of-way.

12. CITY COUNCIL CLOSED SESSION

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

- A. Conference with Real Property Negotiators
Properties: City owned property the first bound by San Lorenzo Street to the west, the Golf Course to the south, the Little League Baseball Field to the east, and the parking lot to the north and second being a portion of a 1,989 AC parcel located at the southern terminus of San Lorenzo Avenue, east of the Salinas Valley Fairgrounds
Agency Negotiator(s): Steven Adams
Negotiating Party: TJ Plew

13. ADJOURNMENT

**City Council Meeting
September 24, 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:

None

5. PRESENTATIONS:

- A. Proclamation Honoring Joanne Banuelos. She was extremely happy to be honored.
- B. Young Legislators' Program presentation by Anna Velazquez, District Director, Senator Caballero's Office, California Senate 12th District. They asked to have the program in King City and the Mayor stated that they could have it in King City next year.
- C. Presentation on S.O.S. (South of Salinas) 101 Traffic Safety Alliance, Laura Guidici Mills asked for a Resolution in support of SOS.

6. PUBLIC COMMUNICATIONS:

Marc Bloom stated that he has been informed that there had been some complaints about the work being done on Mildred and he is taking care of that. He is also selling tickets for the Fire Dept. Rib BBQ Oct. 13th, so see him.

Melissa Fitch – Addressed the Council about Recreation soccer program that has been outsourced to YMCA. \$75 per child is charged and they get one reversable shirt for their child. They got two soccer balls and no other equipment to run drills with the kids. YMCA stops at the age of 12 which leaves this huge gap. She feels that there is still a gang problem in King City and with this gap in recreation activities is a problem.

Marc Bloom stated that he donates \$1500 a year for the soccer program in King City and it needs to be fixed if the money is not being used for King City.

Debbie King feels that now is the time to look into dispensaries and the time and money that people spend to go to Salinas or south is ridiculous. She feels that that money should stay here. She would really like to see the City Council look into dispensaries.

Tobias Rich - Elite Molecular feels putting King City on the map with a dispensary would be a good thing as there is not a dispensary from Salinas to Grover Beach. This would bring more good jobs to King City. He is in favor of Hemp and the industry it can bring.

Connie Bauer toured Elite Molecular last week, and it makes her happy and feels Cannabis is King City's future and she would like to be able to go to a dispensary here in King City instead of running to Salinas.

Jarrold Massio spoke to Andrea doing a great job with the recreation department from enrollment to organizing the games. If he and Ms. Melissa would not have stepped up, they would have disbanded the soccer team. He supports bringing the soccer back to the King City Rec. program.

Connie Bauer doesn't know why the soccer was outsourced but she feels that \$75 dollars is a lot of money to spend on soccer. She would be willing to do funding raising.

Angela Quintana would like to see King City open a dispensary in town, so she doesn't have to travel.

Connie Bauer stated that she received a text that there will be a public meeting for the Hospital on October 9th 2:30 and 5:30p.m.

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated he went to the Greenfield festival and attended the Carnival which seemed to be well attended.

Council Member Acosta stated she will be attending a conference in Monterey on Trafficking. She said the southern most points of the County have a real issue with human trafficking. She hopes to report back

Mayor Pro Tem Victoria stated that the comments from the public and volunteerism makes this City better and it makes him glad he is part of this Council.

Council Member Cullen stated he would like staff to give a report on YMCA and soccer and options on things. On the dispensary item he would like to have it placed on a future agenda to have an open forum. He would like staff to prepare something on the places where in town, how many dispensaries can be available and the limitations and the taxation side. Council member DeLeon would like to know about deliveries in town as well. Council Member Cullen's has his Salinas Valley Fair board meeting this Thursday and will bring back a report. For his Salinas Valley Solid Waste Authority, he will have an update at the next meeting. Mee Memorial Hospital promised a public form and they remain silent. There needs to be an opportunity for the public to get a response.

Mayor LeBarre stated that he is seeing a lot on public trafficking that it is a problem in south Monterey County. MST has a ride to a safe place. Anyone under the age of 25 that needs a safe place can get on any MST bus and say they need a safe place and the drivers know where to take them. MST board will be having a discussion next meeting on anyone who needs help and get the information out. Monterey County Water Resource Agency and Hunter Liggett Coronal had a discussion on the Jarrold Reservoir. They got a report on it that it would not be a viable place to reserve water. He appreciated the Mayor Pro Tem and El Grito committee the opportunity to participate.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated the new stop sign at San Lorenzo and Broadway is in now. Also, he had the information of the hospital meeting as well.

City Attorney Roy Santos gave an overview of the Cities municipal code allowing non-store front dispensary and deliveries in the City. Nothing is operational at this time.

9. CONSENT AGENDA

- A. Meeting Minutes of September 10, 2019 Council Meeting
- B. Consideration: Award of Contract for Street Striping and Pavement Marking Services
- C. Consideration: Acceptance of Creekbridge Soccer Park (APN 026-616-001 Parcel A of Tract No. 1457, Volume 23 C&T Page 21)

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

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

- A. Consideration: An Ordinance Regulating Industrial Hemp

Community Development Director Liberto introduced this item.

Mayor LeBarre read the title into the record.

Mayor LeBarre opened the public hearing,

Karen Jernigan is concerned in the cost of adding ordinances. Are there business' coming in asking to put this on the agenda.

Marc Bloom supports hemp, but he feels we need to take the time to do the study and consider the cost.

Connie Bauer is pro hemp and she feels it would be great, but she doesn't understand what the rush is. The first 20 years she lived here she smelled garlic and you get used to it.

Angela Quintana stated that as far as smell we cannot control that, and she smells other bad things every day.

City Attorney Roy Santos clarified that cannabis is to be grown in doors and outdoor cultivation is not allowed.

Council member Acosta appreciated the staff report. She feels that we took our time with cannabis and we need to take our time with hemp. She is having a difficult time with the expediency with this.

Council member Cullen stated that the county is embarrassing cultivation the forward thinking is that if we get manufacturing in place we can move forward. He would like staff to look into the cost for C2 zoning. Council member DeLeon agrees.

Mayor LeBarre would like to not hold up this portion of this for a cost estimate. He would like to see applicants request the C2 and have the costs passed on to the applicant for the CEQA costs.

City Attorney Santos stated without this ordinance the city does not have any regulations on growing hemp set up. He also explained the noticing requirements and how far out it would be before they would bring this back.

Mayor LeBarre closed public hearing.

Action: Motion to conduct the first reading of an Ordinance adopting Hemp Regulations, by title only, and set the second reading and adoption for the next regularly scheduled Council meeting of October 8, 2019 with council recommendations 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:

Council member Cullen would like to have a press release done after the second reading so the public knows about the hemp possibilities in King City.

- B. Consideration: An Ordinance of the City Council of the City of King Amending Chapter 5.34, of Title 5 of the King City Municipal Code Pertaining to Itinerant Vendor, Solicitors, and Peddlers

City Attorney Santos introduced this item.

Mayor LeBarre read the title into the record.

Mayor LeBarre opened the public hearing,

Debbie King asked how many itinerant vendors license answer was 15-20. Ms. King also ask can Ice Cream trucks stop in the middle of the street. Itinerant vendors still need to operate in a safe manner stated the City Attorney.

Marc Bloom are there a limited number of itinerant vendors, City Attorney stated no.

Mayor LeBarre closed public hearing.

Action: Motion to introduce an ordinance amending Chapter 5.34, of Title 5 pertaining to itinerant vendors, solicitors and peddlers, and waive the first reading of the ordinance by title only by Cullen 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:

11. REGULAR BUSINESS:

None

12. CITY COUNCIL CLOSED SESSION
None

ADJOURNMENT:

Mayor LeBarre adjourned the meeting at 7:51p.m. in memory of his nephew Adam LeBarre who passed earlier this month.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY OF KING SEPTEMBER 16, 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 SEPTEMBER 16, 2019 INVOICES PAID
OCTOBER 8, 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

Sept 16, 2019 (FY 2019-20)

Date: 09/16/2019

Time: 8:45 am

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2	Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check	Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date	Discount
	Email Address	Inv. Date	Invoice No.		Net Amount
	ALLIANT INSURANCE SERVICES	09/16/2019	WFB	Airport Insurance -2019-20	
	P O BOX 8473	09/16/2019	N	KINGCIT-01	5,000.00
77055	PASADENA	06/26/2019	N	N	0.00
ALLIANT	CA 91109-8473	06/26/2019	0.00	N	0
	<Emailing Stub Disabled>	06/26/2019	1112678		0.00
					<u>5,000.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-555.106	Airport Liability Insurance	5,000.00	0.00
Distribution Total		5,000.00	0.00

Vendor Total: 5,000.00

Grand Total:	5,000.00
Less Credit Memos:	0.00
Net Total:	5,000.00
Less Hand Check Total:	0.00
Outstanding Invoice Total:	5,000.00

Total Invoices: 1



Item No. 9(C)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY OF KING SEPTEMBER 19, 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:

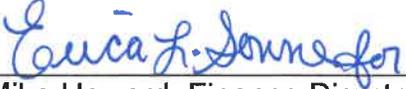
The following alternatives are provided for Council consideration:

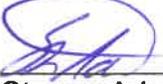
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL/CITY
CONSIDERATION OF CITY SEPTEMBER 19, 2019 INVOICES PAID
OCTOBER 8, 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

Sept 19, 2019 (FY 2019-20)

Date: 09/19/2019

Time: 12:03 pm

Page 1

KING CITY CITY HALL

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ADAMS ASHBY GROUP, LLC	09/19/2019	WFB	CDBG Grant Admin		
	770 L. STREET, STE 950	09/19/2019	N			1,680.00
77066	SACRAMENTO	09/01/2019	N	N		0.00
ADAMS	CA 95814	09/01/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/01/2019	2799			1,680.00

GL Number	Account Name	Pay Amount	Relieve Amount
59-000-538.101	CDBG Administration	1,680.00	0.00
Distribution Total		1,680.00	0.00

Vendor Total: 1,680.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Repairs on Sprinklers at		
	600 BROADWAY ST	09/19/2019	N	City Park.		5.43
77056	KING CITY	08/14/2019	N	N		0.00
KCTVHARD	CA 93930	08/14/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/14/2019	508794			5.43

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	5.43	0.00
Distribution Total		5.43	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Operating supply -		
	600 BROADWAY ST	09/19/2019	N	Creekbridge Park.		46.71
77057	KING CITY	08/26/2019	N	N		0.00
KCTVHARD	CA 93930	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	509235			46.71

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	46.71	0.00
Distribution Total		46.71	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Seed for Creekbridge		
	600 BROADWAY ST	09/19/2019	N	Field.		84.79
77058	KING CITY	08/26/2019	N	N		0.00
KCTVHARD	CA 93930	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	509228			84.79

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	84.79	0.00
Distribution Total		84.79	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Repair Mower.		
	600 BROADWAY ST	09/19/2019	N			43.50
77059	KING CITY	08/23/2019	N	N		0.00
KCTVHARD	CA 93930	08/23/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/23/2019	509165			43.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.301	Vehicles Repair & Maint	43.50	0.00
Distribution Total		43.50	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	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
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Tools for Cement Work.		
	600 BROADWAY ST	09/19/2019	N			36.06
77060	KING CITY	08/20/2019	N	N		0.00
KCTVHARD	CA 93930	08/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/20/2019	509014			36.06

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

Sept 19, 2019 (FY 2019-20)

Date: 09/19/2019

Time: 12:03 pm

Page 2

KING CITY CITY HALL

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

10-426-522.118	Small Tools & Equipment	36.06	0.00
Distribution Total		36.06	0.00

77061	ALCANTAR HARDWARE INC	09/19/2019		WFB	Jack Hammer to Repair	
	600 BROADWAY ST	09/19/2019		N	Side Walk.(Rental)	125.06
KCTVHARD	KING CITY	08/15/2019		N	N	0.00
	CA 93930	08/15/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/15/2019	508834			125.06

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.121	Supplies-Sidewalks, Curbs, Gut	125.06	0.00
Distribution Total		125.06	0.00

77062	ALCANTAR HARDWARE INC	09/19/2019		WFB	Return Wheel Barrow Tire.	
	600 BROADWAY ST	09/19/2019		N		-28.26
KCTVHARD	KING CITY	08/20/2019		N	N	0.00
	CA 93930	08/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/20/2019	509013			-28.26

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.121	Supplies-Sidewalks, Curbs, Gut	-28.26	0.00
Distribution Total		-28.26	0.00

77063	ALCANTAR HARDWARE INC	09/19/2019		WFB	Repair Slury Machine.	
	600 BROADWAY ST	09/19/2019		N		7.60
KCTVHARD	KING CITY	08/26/2019		N	N	0.00
	CA 93930	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	509238			7.60

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.121	Supplies-Sidewalks, Curbs, Gut	7.60	0.00
Distribution Total		7.60	0.00

77064	ALCANTAR HARDWARE INC	09/19/2019		WFB	Coffee Pot/Vaccuum	
	600 BROADWAY ST	09/19/2019		N		308.83
KCTVHARD	KING CITY	09/05/2019		N	N	0.00
	CA 93930	09/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/05/2019	509504			308.83

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	308.83	0.00
Distribution Total		308.83	0.00

77072	ALCANTAR HARDWARE INC	09/19/2019		WFB	Chain for Pole Saw.	
	600 BROADWAY ST	09/19/2019		N		23.91
KCTVHARD	KING CITY	09/09/2019		N	N	0.00
	CA 93930	09/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2019	509628			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

77074	ALCANTAR HARDWARE INC	09/19/2019		WFB	Staples for No Parking Signs.	
	600 BROADWAY ST	09/19/2019		N		9.98
KCTVHARD	KING CITY	09/13/2019		N	N	0.00
	CA 93930	09/13/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/13/2019	509761			9.98

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

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.118	Small Tools & Equipment	9.98	0.00
Distribution Total		9.98	0.00

	ALCANTAR HARDWARE INC	09/19/2019		WFB	Oil for Weed Wacker.	
	600 BROADWAY ST	09/19/2019		N		6.51
77075	KING CITY	09/12/2019		N	N	0.00
KCTVHARD	CA 93930	09/12/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/12/2019	509720			6.51

GL Number	Account Name	Pay Amount	Relieve Amount
10-423-543.200	Equipment Repair & Maintenance	6.51	0.00
Distribution Total		6.51	0.00

	ALCANTAR HARDWARE INC	09/19/2019		WFB	Keys for Shop Gate.	
	600 BROADWAY ST	09/19/2019		N		42.89
77076	KING CITY	09/10/2019		N	N	0.00
KCTVHARD	CA 93930	09/10/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/10/2019	509671			42.89

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.100	Building Repairs	7.47	0.00
22-423-543.200	Equipment Repair & Maintenance	35.42	0.00
Distribution Total		42.89	0.00

	ALCANTAR HARDWARE INC	09/19/2019		WFB	Janitorial Supply	
	600 BROADWAY ST	09/19/2019		N		10.62
77077	KING CITY	09/09/2019		N	N	0.00
KCTVHARD	CA 93930	09/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2019	509632			10.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.102	Janitorial Supplies	10.62	0.00
Distribution Total		10.62	0.00

	ALCANTAR HARDWARE INC	09/19/2019		WFB	Ice Block to Maintain	
	600 BROADWAY ST	09/19/2019		N	Water Cold.	97.84
77078	KING CITY	09/11/2019		N	N	0.00
KCTVHARD	CA 93930	09/11/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/11/2019	509705			97.84

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.000	Operating Supplies	97.84	0.00
Distribution Total		97.84	0.00

	ALCANTAR HARDWARE INC	09/19/2019		WFB	Supplies	
	600 BROADWAY ST	09/19/2019		N		40.29
77079	KING CITY	09/07/2019		N	N	0.00
KCTVHARD	CA 93930	09/07/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/07/2019	509583			40.29

GL Number	Account Name	Pay Amount	Relieve Amount
10-630-543.000	Repair & Maintenance	40.29	0.00
Distribution Total		40.29	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.		
	ALCANTAR HARDWARE INC	09/19/2019	WFB	Tools for WWP- Inpac	
	600 BROADWAY ST	09/19/2019	N	Wrench.	608.98
77080	KING CITY	09/12/2019	N	N	0.00
KCTVHARD	CA 93930	09/12/2019	0.00	N	0
	<Emailing Stub Disabled>	09/12/2019	509715		<u>0.00</u>
					608.98

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.118	Small Tools & Equipment	608.98	0.00
Distribution Total		608.98	0.00

Vendor Total: 1,470.74

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	ALVAREZ TECHNOLOGY GROUP	09/19/2019	WFB	Lease Payment for Computers.	
	P O BOX 965	09/19/2019	N	003-1467623-000	1,605.93
77088	SALINAS	08/19/2019	N	N	0.00
ALVAREZ	CA 93902	08/19/2019	0.00	N	0
	<Emailing Stub Disabled>	08/19/2019	25383624		<u>0.00</u>
					1,605.93

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-543.202	Computer Maintenance	1,605.93	0.00
Distribution Total		1,605.93	0.00

Vendor Total: 1,605.93

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	AMERICAN SUPPLY CO.	09/19/2019	WFB	Janitorial Supply	
	P O BOX 2026	09/19/2019	N		675.17
77065	SALINAS,	08/16/2019	N	N	0.00
AM SUPPLY	CA 93902	08/16/2019	0.00	N	0
	<Emailing Stub Disabled>	08/16/2019	2859583		<u>0.00</u>
					675.17

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-522.102	Janitorial Supplies	225.05	0.00
10-311-543.102	Janitorial Service	225.06	0.00
10-426-522.102	Janitorial Supplies	225.06	0.00
Distribution Total		675.17	0.00

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	AMERICAN SUPPLY CO.	09/19/2019	WFB	Towels.	
	P O BOX 2026	09/19/2019	N		99.56
77081	SALINAS,	09/17/2019	N	N	0.00
AM SUPPLY	CA 93902	09/17/2019	0.00	N	0
	<Emailing Stub Disabled>	09/17/2019	2863159		<u>0.00</u>
					99.56

GL Number	Account Name	Pay Amount	Relieve Amount
10-321-522.000	Operating Supplies	99.56	0.00
Distribution Total		99.56	0.00

Vendor Total: 774.73

Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2	Gross Amount
	ART BLACK	09/19/2019	WFB	Residential Fire	
	P O BOX 7168	09/19/2019	N	Sprinkler.	250.00
77067	CARMEL-BY-THE-SEA	09/02/2019	N	N	0.00
CARMEL FIR	CA 93921	09/02/2019	0.00	Y	0
	<Emailing Stub Disabled>	09/02/2019	119325		<u>0.00</u>
					250.00

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

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Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand. Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77068	ART BLACK P O BOX 7168 CARMEL-BY-THE-SEA CA 93921 <Emailing Stub Disabled>	09/19/2019 09/19/2019 09/02/2019 09/02/2019 09/02/2019		WFB N N Y	Residential Fire Sprinkler. N 0	250.00 0.00 0.00 250.00

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

77069	ART BLACK P O BOX 7168 CARMEL-BY-THE-SEA CA 93921 <Emailing Stub Disabled>	09/19/2019 09/19/2019 09/02/2019 09/02/2019 09/02/2019		WFB N N Y	Residential Fire Sprinkler. N 0	250.00 0.00 0.00 250.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	250.00	0.00
Distribution Total		250.00	0.00

77070	ART BLACK P O BOX 7168 CARMEL-BY-THE-SEA CA 93921 <Emailing Stub Disabled>	09/19/2019 09/19/2019 09/02/2019 09/02/2019 09/02/2019		WFB N N Y	Residential Fire Sprinkler. 265 Ermosa Way N 0	250.00 0.00 0.00 250.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-231-533.000	Contract Services	250.00	0.00
Distribution Total		250.00	0.00

Vendor Total: 1,000.00

77085	CAROLLO ENGINEERS, INC P O BOX 30835 SALT LAKE CITY UT 84130-0835 <Emailing Stub Disabled>	09/19/2019 09/19/2019 09/12/2019 09/12/2019 09/12/2019		WFB N N N	Recycled Water Study N 0	410.40 0.00 0.00 410.40
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GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	410.40	0.00
Distribution Total		410.40	0.00

Vendor Total: 410.40

77084	CASEY PRINTING, INC. 398 E. SAN ANTONIO DRIVE KING CITY CA 93930 <Emailing Stub Disabled>	09/19/2019 09/19/2019 08/22/2019 08/22/2019 08/22/2019		WFB N N N	Nuisance 3-part Forms. N 0	383.89 0.00 0.00 383.89
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-554.000	Printing & Publishing	383.89	0.00
Distribution Total		383.89	0.00

Vendor Total: 383.89

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Ref. No.	Vendor Name	Post Date	Bank	Invoice Description Line 2		
Vendor No.	Vendor Address	Pay. Date	Hold?	Invoice Description Line 2		Gross Amount
	City	Disc. Date	Req. No.	Use Description 1 On Check		Taxes Withheld
	State/Province Zip/Postal	Due Date	Disc. %	Hand Check Number/Date		Discount
	Email Address	Inv. Date	Invoice No.			Net Amount
	COASTAL TRACTOR	09/19/2019	WFB	Oil for Case Tractor.		
	10 HARRIS PLACE	09/19/2019	N			103.53
77082	SALINAS,	08/27/2019	N	N		0.00
COASTAL	CA 93901	08/27/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/27/2019	IK92483			103.53

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-543.000	Repair & Maintenance	103.53	0.00
Distribution Total		103.53	0.00

Vendor Total: 103.53

	COPWARE, INC.	09/19/2019	WFB	Legal Sourcebook		
	3355 COCHRAN STREET	09/19/2019	N			615.00
77083	SIMI VALLEY	09/01/2019	N	N		0.00
COPWARE, I	CA 93063	09/01/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/01/2019	84808			615.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-533.000	Contract Services	615.00	0.00
Distribution Total		615.00	0.00

Vendor Total: 615.00

	CRAFCO, INC.	09/19/2019	WFB	Small Tool for Crack Seal		
	DEPT 2279 P O BOX 11407	09/19/2019	N	Machine.		87.17
77071	BIRMINGHAM	08/26/2019	N	N		0.00
CRAFCO	AL 35246-2279	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	36004454			87.17

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.301	Vehicles Repair & Maint	87.17	0.00
Distribution Total		87.17	0.00

Vendor Total: 87.17

	DAVE'S REPAIR SERVICE	09/19/2019	WFB	Inspection - Repairs on		
	1105 OLD STAGE ROAD	09/19/2019	N	Fuel Pumps.		177.71
77086	SALINAS	09/06/2019	N	N		0.00
DAVE'S REP	CA 93908	09/06/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/06/2019	30298			177.71

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.200	Equipment Repair & Maintenance	177.71	0.00
Distribution Total		177.71	0.00

Vendor Total: 177.71

	DEPARTMENT OF JUSTICE	09/19/2019	WFB	Finger Prints		
	CASHIERING UNIT	09/19/2019	N			1,085.00
77087	SACRAMENTO	09/05/2019	N	N		0.00
DEPT ACCNT	CA 94244-2550	09/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/05/2019	402620			1,085.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-264-558.311	DOJ Fingerprint Checks	1,085.00	0.00
Distribution Total		1,085.00	0.00

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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.		

Vendor Total: 1,085.00

77073	JOSE G. TORRES	09/19/2019		WFB	Repair Light on Flower Bed	232.50
	829 KING STREET	09/19/2019		N	@ City Hall.	0.00
TORRESEL	KING CITY	09/07/2019		N		0.00
	CA 93930	09/07/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/07/2019	1034			232.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-533.000	Contract Services	232.50	0.00
Distribution Total		232.50	0.00

Vendor Total: 232.50

Grand Total: 9,654.86

Less Credit Memos: -28.26

Net Total: 9,626.60

Less Hand Check Total: 0.00

Outstanding Invoice Total: 9,626.60

Total Invoices: 33



Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY OF KING SEPTEMBER 20, 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 SEPTEMBER 20, 2019 INVOICES PAID
OCTOBER 8, 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

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Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77108 KEYEVIDENC	ALAN LEE JONES 891 N TERRACE PARK ST TULARE CA 93274 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/02/2019 08/02/2019 08/02/2019	 0.00 001	WFB N N Y	Evidence Help. N 0	 200.00 0.00 0.00 <u>200.00</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-533.000	Contract Services	200.00	0.00
Distribution Total		200.00	0.00

Vendor Total: 200.00

77148 CHOMP	CHOMP DEENA HAYNES-AED PROGRAM MONTEREY CA 93942 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/30/2019 08/30/2019 08/30/2019	 0.00 08302019	WFB N N N	AED Training N 0	 75.00 0.00 0.00 <u>75.00</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
10-121-553.000	Training	75.00	0.00
Distribution Total		75.00	0.00

Vendor Total: 75.00

77093 GAONAN	NORMA GAONA 24452 CORTA CRESTA LAKE FOREST CA 92630 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/12/2019 09/12/2019 09/12/2019	 0.00 09122019	WFB N N N	Event Cancelled - 10/12/19 N 0	 500.00 0.00 0.00 <u>500.00</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
71-000-204.103	Rental Deposits	500.00	0.00
Distribution Total		500.00	0.00

Vendor Total: 500.00

77089 GIS	GONZALES IRRIGATION SYSTEM P.O. DRAWER BB GONZALES CA 93926 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/30/2019 08/30/2019 08/30/2019	 0.00 KC105179	WFB N N N	Repair Leak at First Street Landscape. N 0	 16.07 0.00 0.00 <u>16.07</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
36-465-541.120	Landscape Maintenance	16.07	0.00
Distribution Total		16.07	0.00

77090 GIS	GONZALES IRRIGATION SYSTEM P.O. DRAWER BB GONZALES CA 93926 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/22/2019 08/22/2019 08/22/2019	 0.00 KC105042	WFB N N N	Repairs at City Park Landscape. N 0	 24.22 0.00 0.00 <u>24.22</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	24.22	0.00
Distribution Total		24.22	0.00

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Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77091 GIS	GONZALES IRRIGATION SYSTEM P.O. DRAWER BB GONZALES CA 93926 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/05/2019 08/05/2019 08/05/2019		WFB N N N	Repair Sprinklers. N 0	10.60 0.00 0.00 <u>10.60</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	10.60	0.00
Distribution Total		10.60	0.00

Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77161 GIS	GONZALES IRRIGATION SYSTEM P.O. DRAWER BB GONZALES CA 93926 <Emailing Stub Disabled>	09/20/2019 09/20/2019 11/30/2016 11/30/2016 11/30/2016		WFB N N N	Irrigation Supplies N 0	-99.25 0.00 0.00 <u>-99.25</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-543.000	Repair & Maintenance	-99.25	0.00
Distribution Total		-99.25	0.00

Vendor Total: -48.36

Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77094 GRANAD	ADRIANA GRANADOS 45096 ELISA CR KING CITY CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/09/2019 09/09/2019 09/09/2019		WFB N N N	Essentials for Permit Technicians Conference. N 0	185.08 0.00 0.00 <u>185.08</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-231-553.000	Training	185.08	0.00
Distribution Total		185.08	0.00

Vendor Total: 185.08

Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77095 HYDRO TURF	HYDRO TURF, INC. 750 WORK STREET SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/29/2019 08/29/2019 08/29/2019		WFB N N N	Sprinklers. N 0	298.91 0.00 0.00 <u>298.91</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	298.91	0.00
Distribution Total		298.91	0.00

Vendor Total: 298.91

Ref. No. Vendor No.	Vendor Name Vendor Address City State/Province Zip/Postal Email Address	Post Date Pay. Date Disc. Date Due Date Inv. Date	PO Number Req. No. Disc. % Invoice No.	Bank Hold? Sep. Ck.? 1099?	Invoice Description Line 2 Invoice Description Line 2 Use Description 1 On Check Hand Check Number/Date	Gross Amount Taxes Withheld Discount Net Amount
77096 TIRE KING	JOSE RODRIGUEZ 112 SOUTH FIRST STREET KING CITY CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/05/2019 08/05/2019 08/05/2019		WFB N N Y	Repairs to wipers - Unit 104 N 0	24.47 0.00 0.00 <u>24.47</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	24.47	0.00
Distribution Total		24.47	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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Service - Unit 112	
	112 SOUTH FIRST STREET	09/20/2019	N		75.95
77097	KING CITY	08/05/2019	N	N	0.00
TIRE KING	CA 93930	08/05/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/05/2019	70933		75.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	75.95	0.00
Distribution Total		75.95	0.00

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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Service - Unit 102.	
	112 SOUTH FIRST STREET	09/20/2019	N	2 Tires	403.97
77098	KING CITY	08/12/2019	N	N	0.00
TIRE KING	CA 93930	08/12/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/12/2019	71018		403.97

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	403.97	0.00
Distribution Total		403.97	0.00

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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Service - Ford Fusion	
	112 SOUTH FIRST STREET	09/20/2019	N		75.95
77099	KING CITY	08/20/2019	N	N	0.00
TIRE KING	CA 93930	08/20/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/20/2019	71122		75.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	75.95	0.00
Distribution Total		75.95	0.00

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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Ford Fusion - 4 Tires	
	112 SOUTH FIRST STREET	09/20/2019	N		757.29
77100	KING CITY	08/22/2019	N	N	0.00
TIRE KING	CA 93930	08/22/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/22/2019	71149		757.29

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	757.29	0.00
Distribution Total		757.29	0.00

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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Service - Unit 107	
	112 SOUTH FIRST STREET	09/20/2019	N		75.95
77101	KING CITY	08/29/2019	N	N	0.00
TIRE KING	CA 93930	08/29/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/29/2019	71259		75.95

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	75.95	0.00
Distribution Total		75.95	0.00

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	Sep. Ck.?	Use Description 1 On Check	Discount
	State/Province Zip/Postal	Due Date	1099?	Hand Check Number/Date	Net Amount
	Email Address	Inv. Date	Invoice No.		
	JOSE RODRIGUEZ	09/20/2019	WFB	Service - #118 (KCPD)	
	112 SOUTH FIRST STREET	09/20/2019	N		108.03
77102	KING CITY	08/29/2019	N	N	0.00
TIRE KING	CA 93930	08/29/2019	0.00	Y 0	0.00
	<Emailing Stub Disabled>	08/29/2019	71262		108.03

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.301	Vehicles Repair & Maint	108.03	0.00

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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.		

Distribution Total					108.03	0.00
					Vendor Total:	1,521.61

77109	KCHS MUSTANG BENCH	09/20/2019		WFB	Advertising	
	P O BOX 410	09/20/2019		N		225.00
	KING CITY	09/09/2019		N	N	0.00
KCHSMB	CA 93930	09/09/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/09/2019	1901			225.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-535.111	Advertising	225.00	0.00
Distribution Total		225.00	0.00
		Vendor Total:	225.00

77107	KING CITY GLASS	09/20/2019		WFB	Repair Window at Airport	
	600 A BROADWAY	09/20/2019		N	Restrooms.	58.94
	KING CITY	09/03/2019		N	N	0.00
KC GLASS	CA 93930	09/03/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/03/2019	KC11682			58.94

GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.000	Repair & Maintenance	58.94	0.00
Distribution Total		58.94	0.00
		Vendor Total:	58.94

77103	KING CITY INDUSTRIAL SUPPLY	09/20/2019		WFB	Tool Box	
	132 LYNN STREET	09/20/2019		N		1,079.34
	KING CITY,	08/22/2019		N	N	0.00
KC IND	CA 93930	08/22/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/22/2019	306080			1,079.34

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.118	Small Tools & Equipment	1,079.34	0.00
Distribution Total		1,079.34	0.00

77104	KING CITY INDUSTRIAL SUPPLY	09/20/2019		WFB	Hitch Pin for Waste Water	
	132 LYNN STREET	09/20/2019		N	Tractor.	1.47
	KING CITY,	08/05/2019		N	N	0.00
KC IND	CA 93930	08/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/05/2019	305489			1.47

GL Number	Account Name	Pay Amount	Relieve Amount
18-412-522.118	Small Tools & Equipment	1.47	0.00
Distribution Total		1.47	0.00

77105	KING CITY INDUSTRIAL SUPPLY	09/20/2019		WFB	Crack Seal Safety Gloves.	
	132 LYNN STREET	09/20/2019		N		94.56
	KING CITY,	08/26/2019		N	N	0.00
KC IND	CA 93930	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	306179			94.56

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.000	Operating Supplies	94.56	0.00
Distribution Total		94.56	0.00

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77106 KC IND	KING CITY INDUSTRIAL SUPPLY 132 LYNN STREET KING CITY, CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/12/2019 08/12/2019 08/12/2019	 0.00 305728	WFB N N N	PPI Supply N 0	593.52 0.00 0.00 593.52

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.000	Operating Supplies	296.76	0.00
18-412-522.000	Operating Supplies	296.76	0.00
Distribution Total		593.52	0.00

Vendor Total: 1,768.89

77110 LA HEARNE	L.A. HEARNE COMPANY 512 METZ ROAD KING CITY, CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/05/2019 09/05/2019 09/05/2019	 0.00 1743763	WFB N N N	Supply for Swimming Pools N 0	230.12 0.00 0.00 230.12
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GL Number	Account Name	Pay Amount	Relieve Amount
10-620-522.102	Janitorial Supplies	230.12	0.00
Distribution Total		230.12	0.00

Vendor Total: 230.12

77111 XTEL	LS DE LLC P O BOX 748613 LOS ANGELES CA 90074-8613 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/16/2019 09/16/2019 09/16/2019	 0.00 38663	WFB N N N	Additional Phone Lines. N 0	1,015.00 0.00 0.00 1,015.00
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GL Number	Account Name	Pay Amount	Relieve Amount
41-161-570.200	Capital Outlay - Improvements	1,015.00	0.00
Distribution Total		1,015.00	0.00

Vendor Total: 1,015.00

77112 CYPRESSW	MILES CLIFFORD FARMER P O BOX 615 CASTROVILLE CA 95012 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/14/2019 09/14/2019 09/14/2019	 0.00 18423	WFB N N Y	Waste Water Treatment Plant Operations. N 0	13,308.70 0.00 0.00 13,308.70
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GL Number	Account Name	Pay Amount	Relieve Amount
18-412-533.000	Contract Services	13,308.70	0.00
Distribution Total		13,308.70	0.00

Vendor Total: 13,308.70

77113 MONT B	MONTEREY BAY AREA C/O DEBBIE HALE, TREASURER SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/06/2019 09/06/2019 09/06/2019	 0.00 2019/20	WFB N N N	Membership N 0	10.00 0.00 0.00 10.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-121-552.000	Dues & Memberships	10.00	0.00
Distribution Total		10.00	0.00

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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.		

Vendor Total: 10.00

77114	MONTEREY BAY LOVEDPET, INC	09/20/2019		WFB	Freezer Cleanout	
	1630 SAN MIGUEL CANYON ROAI	09/20/2019		N		200.00
MBLOVED	ROYAL OAKS	08/15/2019		N	N	0.00
	CA 95076	08/15/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	08/15/2019	200361			200.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-538.304	Veterinary Services	200.00	0.00
Distribution Total		200.00	0.00

Vendor Total: 200.00

77116	OFFICE DEPOT	09/20/2019		WFB	Office Supplies	
	P O BOX 29248	09/20/2019		N		251.98
OFFICE DEP	PHOENIX	08/16/2019		N	N	0.00
	AZ 85038-9248	08/16/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/16/2019	363473990001			251.98

GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	216.12	0.00
10-422-521.000	Office Supplies	12.93	0.00
10-121-521.000	Office Supplies	22.93	0.00
Distribution Total		251.98	0.00

77117	OFFICE DEPOT	09/20/2019		WFB	Office Supplies	
	P O BOX 29248	09/20/2019		N		42.40
OFFICE DEP	PHOENIX	08/21/2019		N	N	0.00
	AZ 85038-9248	08/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/21/2019	366582073001			42.40

GL Number	Account Name	Pay Amount	Relieve Amount
10-241-521.000	Office Supplies	42.40	0.00
Distribution Total		42.40	0.00

77118	OFFICE DEPOT	09/20/2019		WFB	Office Supplies	
	P O BOX 29248	09/20/2019		N		14.91
OFFICE DEP	PHOENIX	08/21/2019		N	N	0.00
	AZ 85038-9248	08/21/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/21/2019	366582394001			14.91

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-521.000	Office Supplies	8.42	0.00
10-231-521.000	Office Supplies	6.49	0.00
Distribution Total		14.91	0.00

77119	OFFICE DEPOT	09/20/2019		WFB	Public Works Binder	
	P O BOX 29248	09/20/2019		N		25.55
OFFICE DEP	PHOENIX	08/16/2019		N	N	0.00
	AZ 85038-9248	08/16/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/16/2019	363475173001			25.55

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-521.000	Office Supplies	25.55	0.00
Distribution Total		25.55	0.00

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77120	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/24/2019 08/24/2019 08/24/2019		WFB N N N	Office Supplies N 0	90.62 0.00 0.00 90.62

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	90.62	0.00
Distribution Total		90.62	0.00

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Emailing Stub Disabled	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
77121	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/26/2019 08/26/2019 08/26/2019		WFB N N N	Office Supplies N 0	500.73 0.00 0.00 500.73

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	500.73	0.00
Distribution Total		500.73	0.00

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Emailing Stub Disabled	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
77122	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/28/2019 08/28/2019 08/28/2019		WFB N N N	CPT Desk N 0	501.94 0.00 0.00 501.94

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	501.94	0.00
Distribution Total		501.94	0.00

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Emailing Stub Disabled	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
77123	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/24/2019 08/24/2019 08/24/2019		WFB N N N	Office Supplies N 0	307.27 0.00 0.00 307.27

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	307.27	0.00
Distribution Total		307.27	0.00

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Emailing Stub Disabled	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
77124	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/24/2019 08/24/2019 08/24/2019		WFB N N N	EOC Supplies N 0	671.58 0.00 0.00 671.58

GL Number	Account Name	Pay Amount	Relieve Amount
41-161-570.200	Capital Outlay - Improvements	671.58	0.00
Distribution Total		671.58	0.00

Ref. No.	Vendor Name Vendor Address City State/Province Zip/Postal Emailing Stub Disabled	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
77125	OFFICE DEPOT P O BOX 29248 PHOENIX AZ 85038-9248 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/24/2019 08/24/2019 08/24/2019		WFB N N N	EOC Supplies N 0	138.77 0.00 0.00 138.77

GL Number	Account Name	Pay Amount	Relieve Amount
41-161-570.200	Capital Outlay - Improvements	138.77	0.00

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

Distribution Total					138.77	0.00
	OFFICE DEPOT	09/20/2019		WFB	EOC Supplies	
	P O BOX 29248	09/20/2019		N		187.80
77126	PHOENIX	08/28/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	08/28/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/28/2019	368617082001			187.80

GL Number	Account Name	Pay Amount	Relieve Amount
41-161-570.200	Capital Outlay - Improvements	187.80	0.00
Distribution Total		187.80	0.00

	OFFICE DEPOT	09/20/2019		WFB	EOC Supplies	
	P O BOX 29248	09/20/2019		N		91.50
77127	PHOENIX	08/26/2019		N	N	0.00
OFFICE DEP	AZ 85038-9248	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	368617083001			91.50

GL Number	Account Name	Pay Amount	Relieve Amount
41-161-570.200	Capital Outlay - Improvements	91.50	0.00
Distribution Total		91.50	0.00

Vendor Total: 2,825.05

	MAXIMINO OSORIO	09/20/2019		WFB	Rec Center Rental	
	419 ELLIS ST	09/20/2019		N	Security Deposit.	500.00
77115	KING CITY	09/05/2019		N	N	0.00
OSORIOM	CA 93930	09/05/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/05/2019	09052019			500.00

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

	OWEN EQUIPMENT SALES, INC.	09/20/2019		WFB	Street Sweeper Broom.	
	P.O. BOX 30959	09/20/2019		N		2,011.12
77128	PORTLAND	08/23/2019		N	N	0.00
OWEN EQUIP	OR 97294	08/23/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/23/2019	00046784			2,011.12

GL Number	Account Name	Pay Amount	Relieve Amount
22-424-522.000	Operating Supplies	2,011.12	0.00
Distribution Total		2,011.12	0.00

Vendor Total: 2,011.12

	PARTS & SERVICE CTR- NAPA, IN	09/20/2019		WFB	Jack Hammer -	
	316 SOUTH 1ST STREET	09/20/2019		N	Dead Battery Replacement	174.54
77129	KING CITY,	08/20/2019		N	N	0.00
PARTS & SE	CA 93930	08/20/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/20/2019	596874			174.54

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.121	Supplies-Sidewalks, Curbs, Gut	174.54	0.00
Distribution Total		174.54	0.00

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77130	PARTS & SERVICE CTR- NAPA, IN 316 SOUTH 1ST STREET KING CITY, CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/26/2019 08/26/2019 08/26/2019		WFB N N N	Hydrolic Fluid for Crack Seal Machine. N 0	102.68 0.00 0.00 102.68

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.121	Supplies-Sidewalks, Curbs, Gut	102.68	0.00
Distribution Total		102.68	0.00

77131	PARTS & SERVICE CTR- NAPA, IN 316 SOUTH 1ST STREET KING CITY, CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/11/2019 09/11/2019 09/11/2019		WFB N N N	Diesel Cans for Landscapers. N 0	34.78 0.00 0.00 34.78
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GL Number	Account Name	Pay Amount	Relieve Amount
10-426-522.129	Supplies-Landscaping	34.78	0.00
Distribution Total		34.78	0.00

Vendor Total: 312.00

77132	PENINSULA PURE WATER INC. PO BOX 1090 SALINAS CA 93902 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/01/2019 09/01/2019 09/01/2019		WFB N N N	Water - Police Dept N N 0	37.75 0.00 0.00 37.75
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-541.101	Water	37.75	0.00
Distribution Total		37.75	0.00

Vendor Total: 37.75

77133	PITNEY BOWES GLOBAL P O BOX 371887 PITTSBURGH PA 15250-7887 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/30/2019 08/30/2019 08/30/2019		WFB N N N	Leasing Agreement - #0012318799 N 0	174.73 0.00 0.00 174.73
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-521.000	Office Supplies	174.73	0.00
Distribution Total		174.73	0.00

Vendor Total: 174.73

77135	QUILL CORPORATION PO BOX 37600 PHILADELPHIA PA 19101-0600 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/28/2019 08/28/2019 08/28/2019		WFB N N N	Office supply N N 0	23.91 0.00 0.00 23.91
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GL Number	Account Name	Pay Amount	Relieve Amount
10-161-521.000	Office Supplies	23.91	0.00
Distribution Total		23.91	0.00

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77136 QUILL CORP	QUILL CORPORATION PO BOX 37600 PHILADELPHIA PA 19101-0600 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/21/2019 08/21/2019 08/21/2019		WFB N N N	Office Supply N 0	43.49 0.00 0.00 43.49

GL Number	Account Name	Pay Amount	Relieve Amount
10-422-521.000	Office Supplies	43.49	0.00
Distribution Total		43.49	0.00

Vendor Total: 67.40

77134 QUIROZM	MARIA QUIROZ P O BOX 1835 KING CITY CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/05/2019 09/05/2019 09/05/2019		WFB N N N	Rec Center Rental Security Deposit. N 0	500.00 0.00 0.00 500.00
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GL Number	Account Name	Pay Amount	Relieve Amount
71-000-204.103	Rental Deposits	500.00	0.00
Distribution Total		500.00	0.00

Vendor Total: 500.00

77137 RANDAZZO	RANDAZZO ENTERPRISES, INC. 13550 BLACKIE RD. CASTROVILLE CA 95012 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/03/2019 09/03/2019 09/03/2019		WFB N N N	Asbestos Abatement for Downtown Plaza Demo. N 0	6,800.00 0.00 0.00 6,800.00
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GL Number	Account Name	Pay Amount	Relieve Amount
30-610-533.000	Contract Services	6,800.00	0.00
Distribution Total		6,800.00	0.00

Vendor Total: 6,800.00

77139 OFFICETEAM	ROBERT HALF INTERNATIONAL II OFFICE TEAM LOS ANGELES CA 90074-3295 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/21/2019 08/21/2019 08/21/2019		WFB N N N	HR Manager Services. N 0	2,299.50 0.00 0.00 2,299.50
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GL Number	Account Name	Pay Amount	Relieve Amount
10-121-533.000	Contract Services	2,299.50	0.00
Distribution Total		2,299.50	0.00

77140 OFFICETEAM	ROBERT HALF INTERNATIONAL II OFFICE TEAM LOS ANGELES CA 90074-3295 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/04/2019 09/04/2019 09/04/2019		WFB N N N	HR Manager Services N 0	2,268.00 0.00 0.00 2,268.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-121-533.000	Contract Services	2,268.00	0.00
Distribution Total		2,268.00	0.00

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77142	ROBERT HALF INTERNATIONAL II OFFICE TEAM LOS ANGELES CA 90074-3295 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/11/2019 09/11/2019 09/11/2019		WFB N N N	HR Manager Services	2,205.00 0.00 0.00 2,205.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-121-533.000	Contract Services	2,205.00	0.00
Distribution Total		2,205.00	0.00

Vendor Total: 6,772.50

77138	ROSSI BROS TIRE & AUTO SERV 820 PARK ROW #609 SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/09/2019 09/09/2019 09/09/2019		WFB N N Y	Repair Flat - Truck #51	25.00 0.00 0.00 25.00
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GL Number	Account Name	Pay Amount	Relieve Amount
22-423-543.301	Vehicles Repair & Maint	25.00	0.00
Distribution Total		25.00	0.00

Vendor Total: 25.00

77141	RRM DESIGN GROUP, INC. 3765 SO. HIGUERA ST., STE. 102 SAN LUIS OBISPO CA 93401 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/11/2019 09/11/2019 09/11/2019		WFB N N N	Downtown Plaza Design	9,442.10 0.00 0.00 9,442.10
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GL Number	Account Name	Pay Amount	Relieve Amount
30-000-570.200	Capital Outlay - Improvements	9,442.10	0.00
Distribution Total		9,442.10	0.00

Vendor Total: 9,442.10

77145	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/06/2019 08/06/2019 08/06/2019		WFB N N Y	Uniforms - K Boyd	1,135.48 0.00 0.00 1,135.48
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	1,135.48	0.00
Distribution Total		1,135.48	0.00

77146	S & L INVESTMENT 221 GRIFFIN STREET SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/15/2019 08/15/2019 08/15/2019		WFB N N Y	Uniforms - Mercurio	365.82 0.00 0.00 365.82
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-522.109	Uniforms	365.82	0.00
Distribution Total		365.82	0.00

Vendor Total: 1,501.30

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77147 SL POWER	SAN LUIS POWERHOUSE INC. 798 FRANCIS AVE. SAN LUIS OBISPO CA 93401 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/29/2019 08/29/2019 08/29/2019			WFB N N N N	Generator Inspection 0.00 0.00 0.00 480.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.222	Generator Maint Agreement	480.00	0.00
Distribution Total		480.00	0.00

Vendor Total: 480.00

77144 SOLT	SOL TREASURES 519 BROADWAY KING CITY CA 93930 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/13/2019 08/13/2019 08/13/2019			WFB N N N N	Nat'l Night Out. 150.00 0.00 0.00 150.00
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GL Number	Account Name	Pay Amount	Relieve Amount
10-111-535.107	Community Promotion	150.00	0.00
Distribution Total		150.00	0.00

Vendor Total: 150.00

77143 SPEAK	SPEAKWRITE BILLING DEPT 6011 WEST COURTYARD DRIVE AUSTIN TX 78730 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/01/2019 09/01/2019 09/01/2019			WFB N N N N	Speakwrite - Acct GrpLEKCPD1 207.59 0.00 0.00 207.59
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-533.000	Contract Services	207.59	0.00
Distribution Total		207.59	0.00

Vendor Total: 207.59

77092 TGARCIA	TERESITA GARCIA ZANCHEZ <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/09/2019 09/09/2019 09/09/2019			WFB N N N N	Gas Reimbursement. (Paperwork to Sacramento ABC) 57.03 0.00 0.00 57.03
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GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	57.03	0.00
Distribution Total		57.03	0.00

Vendor Total: 57.03

77149 TORO	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/26/2019 08/26/2019 08/26/2019			WFB N N N N	Hydro Fluid for Crack Sealer. 193.75 0.00 0.00 193.75
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GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.000	Operating Supplies	193.75	0.00
Distribution Total		193.75	0.00

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77150 TORO	TORO PETROLEUM CORP. 308 W. MARKET ST. SALINAS CA 93901 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/31/2019 08/31/2019 08/31/2019		WFB N N N	Gas - Acct #6835 N 0	 1,699.31 0.00 0.00 <u>1,699.31</u>

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-543.302	Gasoline	1,699.31	0.00
Distribution Total		1,699.31	0.00

Vendor Total: 1,893.06

77151 TRI	TRI-COUNTY FIRE PROTECTION 260-A RIANDA STREET SALINAS, CA 93901-3730 <Emailing Stub Disabled>	09/20/2019 09/20/2019 08/29/2019 08/29/2019 08/29/2019		WFB N N N	Repair on Fire Sprinklers @ Library. N 0	 103.00 0.00 0.00 <u>103.00</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
15-440-543.200	Equipment Repair & Maintenance	103.00	0.00
Distribution Total		103.00	0.00

Vendor Total: 103.00

77155 U.S. BAN	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS MO 63179-0428 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/06/2019 09/06/2019 09/06/2019		WFB N N N	Various Charges - 3482 N 0	 595.78 0.00 0.00 <u>595.78</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
10-321-521.000	Office Supplies	140.42	0.00
10-321-543.200	Equipment Repair & Maintenance	315.61	0.00
10-321-522.000	Operating Supplies	139.75	0.00
Distribution Total		595.78	0.00

77156 U.S. BAN	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS MO 63179-0428 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/06/2019 09/06/2019 09/06/2019		WFB N N N	Various Charges - 8380 N 0	 445.17 0.00 0.00 <u>445.17</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
10-231-522.107	Books & Periodicals	48.12	0.00
10-121-523.000	Computers & Printers	14.99	0.00
10-121-523.000	Computers & Printers	14.99	0.00
10-241-522.133	Software	352.08	0.00
10-241-522.133	Software	14.99	0.00
Distribution Total		445.17	0.00

77157 U.S. BAN	U.S. BANK CORP PAYMENT SYST P.O. BOX 790428 ST. LOUIS MO 63179-0428 <Emailing Stub Disabled>	09/20/2019 09/20/2019 09/06/2019 09/06/2019 09/06/2019		WFB N N N	Various Charges - 6938 N 0	 747.84 0.00 0.00 <u>747.84</u>
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GL Number	Account Name	Pay Amount	Relieve Amount
10-621-522.000	Operating Supplies	305.48	0.00
10-621-541.108	Cellular Telephone	111.84	0.00

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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				
	10-620-522.000	Operating Supplies				35.00
	10-620-522.132	Swimming Pool Chemicals				34.93
	10-620-522.000	Operating Supplies				30.00
	10-621-535.111	Advertising				20.00
	10-621-522.000	Operating Supplies				92.10
	10-620-522.000	Operating Supplies				60.00
	10-621-535.111	Advertising				25.00
	10-621-535.111	Advertising				13.50
	10-620-522.000	Operating Supplies				19.99
	Distribution Total					747.84

	U.S. BANK CORP PAYMENT SYST	09/20/2019		WFB	Various Charges - 4772	
	P.O. BOX 790428	09/20/2019		N		2,145.50
77158	ST. LOUIS	09/06/2019		N	N	0.00
U.S. BAN	MO 63179-0428	09/06/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	09/06/2019	09062019RM			2,145.50

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-533.000	Contract Services	27.65	0.00
10-311-533.000	Contract Services	23.70	0.00
10-311-551.000	Conference, Travel & Meals	405.72	0.00
10-311-533.000	Contract Services	31.60	0.00
10-311-533.000	Contract Services	51.35	0.00
10-311-533.000	Contract Services	7.90	0.00
10-311-533.000	Contract Services	55.30	0.00
10-311-551.000	Conference, Travel & Meals	177.27	0.00
10-311-533.000	Contract Services	35.55	0.00
10-311-533.000	Contract Services	31.60	0.00
10-311-533.000	Contract Services	7.90	0.00
10-311-533.000	Contract Services	15.80	0.00
10-311-533.000	Contract Services	55.30	0.00
10-311-533.000	Contract Services	200.00	0.00
10-311-552.000	Dues & Memberships	7.99	0.00
10-311-554.000	Printing & Publishing	90.85	0.00
10-311-533.000	Contract Services	102.70	0.00
10-311-533.000	Contract Services	47.40	0.00
10-311-533.000	Contract Services	59.13	0.00
10-311-522.000	Operating Supplies	117.85	0.00
10-311-522.000	Operating Supplies	557.18	0.00
10-311-522.000	Operating Supplies	35.76	0.00
	Distribution Total	2,145.50	0.00

Vendor Total: 3,934.29

	HENRY VENTURA	09/20/2019		WFB	Adult BASKetball -	
	241 BEVERLY CT	09/20/2019		N	9 @ \$12	108.00
77160	KING CITY	09/11/2019		N	N	0.00
VENTURAH	CA 93930	09/11/2019	0.00	Y	0	0.00
	<Emailing Stub Disabled>	09/11/2019	09112019			108.00

GL Number	Account Name	Pay Amount	Relieve Amount
10-621-538.110	Sports Officials	108.00	0.00
	Distribution Total	108.00	0.00

Vendor Total: 108.00

	WE TIP, INC.	09/20/2019		WFB	We Tip Line.	
	P.O. BOX 1296	09/20/2019		N	Membership	1,500.00
77152	RANCHO CUCAMONGA	08/29/2019		N	N	0.00
WE TIP, IN	CA 91729	08/29/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/29/2019	4271			1,500.00

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

GL Number	Account Name	Pay Amount	Relieve Amount
10-311-533.000	Contract Services	1,500.00	0.00
Distribution Total		1,500.00	0.00

Vendor Total: 1,500.00

77153	ZUMAR INDUSTRIES INC.	09/20/2019		WFB	Safety Signs for Tree	
	12015 STEELE STREET SOUTH	09/20/2019		N	Crew.	416.15
	TACOMA	08/26/2019		N	N	0.00
ZUMAR	WA 98444-1300	08/26/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/26/2019	84990			416.15

GL Number	Account Name	Pay Amount	Relieve Amount
10-425-522.118	Small Tools & Equipment	416.15	0.00
Distribution Total		416.15	0.00

77154	ZUMAR INDUSTRIES INC.	09/20/2019		WFB	Street Signs.	
	12015 STEELE STREET SOUTH	09/20/2019		N		305.34
	TACOMA	08/27/2019		N	N	0.00
ZUMAR	WA 98444-1300	08/27/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/27/2019	85023			305.34

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.122	Supplies-Street Signs	305.34	0.00
Distribution Total		305.34	0.00

77159	ZUMAR INDUSTRIES INC.	09/20/2019		WFB	Signs for San Lorenzo -	
	12015 STEELE STREET SOUTH	09/20/2019		N	Broadway.	530.95
	TACOMA	08/22/2019		N	N	0.00
ZUMAR	WA 98444-1300	08/22/2019	0.00	N	0	0.00
	<Emailing Stub Disabled>	08/22/2019	84959			530.95

GL Number	Account Name	Pay Amount	Relieve Amount
22-423-522.122	Supplies-Street Signs	530.95	0.00
Distribution Total		530.95	0.00

Vendor Total: 1,252.44

Grand Total:	60,302.50
Less Credit Memos:	-99.25
Net Total:	60,203.25
Less Hand Check Total:	0.00
Outstanding Invoice Total:	60,203.25

Total Invoices: 73



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF CITY OF KING KCCP PAYMENTS THROUGH SEPTEMBER 24, 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
SEPTEMBER 24, 2019
OCTOBER 8, 2019
PAGE 2 OF 2**

Exhibits:

1. Listing of ACH payments

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

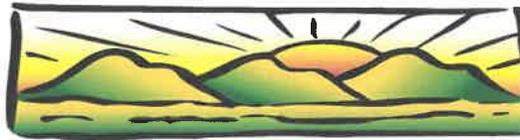
City of King

King City Community Power

ACH Payments through Pilot Power

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
8/20/2019	California ISO	Purchase Power from Grid	\$ (5,118.12)
8/27/2019	California ISO	Purchase Power from Grid	\$ 6,667.59
9/4/2019	Pilot Power Group	Administrative Fees & Loan Repayment	\$ 63,996.12
9/17/2019	California ISO	Purchase Power from Grid	\$ (1,571.20)
9/24/2019	California ISO	Purchase Power from Grid	\$ 5,466.36

\$ 69,440.75



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

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR
RE: CONSIDERATION OF AN ORDINANCE REGULATING INDUSTRIAL HEMP

RECOMMENDATION:

It is recommended the City Council conduct the second reading, by title only, and adopt the Ordinance pertaining to regulating industrial hemp.

BACKGROUND:

Cannabis, which includes hemp and marijuana, is legal in California for both medical and recreational use. California has been at the forefront of reform efforts of the legality of cannabis in the United States, beginning in 1972 with the State's first ballot initiative attempting to legalize cannabis. Although Proposition 19 was unsuccessful, California would later become the first state to legalize medical cannabis with the passage of the Compassionate Use Act of 1996 (Proposition 215). In November 2016, California voters approved the Adult Use of Marijuana Act (Proposition 64) to legalize the recreational use of cannabis. The use, sale, and possession of cannabis over 0.3% THC (marijuana) remains illegal under Federal law.

Hemp and marijuana are both members of the genus cannabis. There are three distinct species of cannabis: *sativa*, *indica*, and *ruderalis*. Marijuana is the dried flower of the female cannabis plant and it can come from either *cannabis indica* or *cannabis sativa* species. Hemp is only a member of the *cannabis sativa* family. Hemp has a low THC makeup (<0.3%) and is not psychoactive. Marijuana has a high THC makeup (5%-35%) and psychoactive.

The California Industrial Hemp Farming Act (Senate Bill 566, Chapter 398, Statutes of 2013) was signed into law to authorize the commercial production of industrial hemp in California. The Act became effective on January 1, 2017. In 2018, hemp was removed as a Schedule 1 drug under the Federal Controlled Substances Act.

**CITY COUNCIL
OCTOBER 8, 2019
CONSIDERATION OF AN ORDINANCE REGULATING INDUSTRIAL HEMP
PAGE 2 OF 5**

Substances Act. It is now legal under Federal and State laws to manufacture products from hemp and cultivate hemp. However, neither Federal nor State regulations have been fully adopted. All industrial hemp growers and seed breeders remain subject to the requirements of State law, including the State registration requirement contained in the California Industrial Hemp law, Food and Agricultural Code, Division 24. There are minimum Federal and State research and regulations on hemp cultivation. The California Department of Food and Agriculture (CDFA) is in the process of developing a program to administer this new law, including developing the registration process, fee structure, regulations, and other administrative details necessary to provide for the commercial production of industrial hemp.

There are a number of issues associated with the cultivation of hemp within the City's jurisdiction. Absent local regulations, existing ag land could be used for outdoor grows of hemp at this time. As a result, staff is recommending the City be proactive and establish its own regulations at this time.

On September 3, 2019, the Planning Commission recommended the City Council adopt the attached Ordinance. On September 24, 2019, the City Council conducted the first reading of the Ordinance. The City Council discussed expanding industrial hemp manufacturing into the C-2 Zoning District along First Street. However, the environmental review of the Ordinance did not include said expansion. Therefore, the item would need to be continued to amend the environmental determination. The City Council was concerned about the additional cost to conduct more environmental review and introduced the Ordinance as written, but instructed staff to return in the future with a cost estimate to prepare the additional environmental analysis. The Council also discussed the possibility that a future applicant wanting to manufacture hemp products in the C-2 Zoning District could pay for the needed amendment to the Ordinance and additional environmental analysis.

DISCUSSION:

The attached Ordinance addresses two aspects of hemp: 1) cultivation; and 2) industrial manufacturing of hemp products. Due to potential cross-pollination, odor, potential to grow marijuana plants with hemp plants, and pest control issues, staff is recommending that hemp cultivation not be allowed. Industrial manufacturing of hemp products would be allowed in the M-1, M-2, M-3 and East Ranch Business Park Specific Plan areas. Because of the unknown impacts of **cultivating hemp**, more than a dozen counties have adopted interim moratoriums on cultivating hemp.

**CITY COUNCIL
OCTOBER 8, 2019
CONSIDERATION OF AN ORDINANCE REGULATING INDUSTRIAL HEMP
PAGE 3 OF 5**

Hemp is a cannabis plant that is harvested commercially for its seeds, stalks, and flowers, and typically cultivated outdoors. Different parts of the plant are used for different uses. Seeds are often used in food and cosmetics, and stalks are the source of fiber used in building materials and clothing.

The cannabinoid (CBD) content of hemp is where it differs the most from marijuana. Namely, hemp comes with high concentrations of the non-psychoactive CBD, but it carries almost no THC (below 0.3%). It's the THC content that gives marijuana its psychoactive effects. Unlike marijuana, hemp has been excluded from the Controlled Substances Act with the introduction of the **2018 Farm Bill**. According to the new act, hemp can be commercially grown and manufactured into CBD products for sale to the public. On the molecular level, CBD is the same compound regardless of whether it's found in high-THC or low-THC cannabis plants.

Both hemp and marijuana have similar smells and look similar to the untrained eye. Industrial hemp strains grown for its cannabidiol oil properties (CBD oil) are indistinguishable from the high THC cannabis strains used for medicinal and recreational purposes. Since hemp needs to be cultivated outdoors, it is much more difficult to control the impact of odor on residential areas.

Cannabis is a dioecious plant, meaning that male and female features occur on different plants instead of the same one. Female marijuana plants produce flowers which are grown for their cannabinoid content and psychedelic. If male hemp plants are planted too close, the hemp can pollinate the cannabis females. Therefore, there is a concern about cross-pollination. Cross-pollination can cause marijuana plants to seed out, lessening yields and cannabinoid content, and reducing potency.

Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops. Additionally, the physical appearance of industrial hemp and marijuana are virtually indistinguishable and difficult to tell them apart. This could allow concealing of illegal cannabis in industrial hemp fields.

While there are many benefits to hemp production, cultivation is best suited for the County unincorporated areas away from concentrations of population. The County has adopted a buffer of 3 miles from any municipal jurisdiction borders. Therefore, cultivation of industrial hemp prior to the adoption of reasonable City regulations may be harmful to the welfare of residents, creates a nuisance, and threatens the safety and crops of any nearby cannabis cultivators, as well as other produce.

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At this time, California doesn't have many requirements for obtaining a hemp cultivation license. The state requires:

- A \$900 fee;
- The location of the farm; and
- The name of an approved hemp seed variety or cultivar a farmer plans to grow.

Cultivation of industrial hemp requires registration with the County Agricultural Commissioner. California law does not currently provide any requirements for the **manufacturing, processing**, or selling of non-food **industrial hemp** or **hemp products**. Assembly Bill 228 proposes to establish a regulatory framework for industrial hemp products to be used as a food, beverage, or cosmetic.

More than a dozen counties in California have enacted temporary moratoriums on hemp cultivation due to concerns regarding cross-pollination, THC testing protocols, lack of research on the impact from insects, lack of regulations by the state, odor issues, and potential concealment of marijuana plants with hemp plants. In July 2019, Monterey County adopted an ordinance on hemp cultivation.

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 adopting hemp regulations may have a significant effect on the environment. Therefore, this project is not subject to CEQA.

COST ANALYSIS:

There are no costs associated with this action. However, any impact from hemp production on the City's cannabis industry could result in a reduction to future cannabis tax revenues.

ALTERNATIVES:

The following recommendations are provided for Council consideration:

1. Conduct the second reading of the industrial hemp Ordinance;
2. Direct staff to modify the Ordinance;
3. Do not conduct the second reading of the Ordinance;
4. Request additional information; or
5. Provide staff other direction.

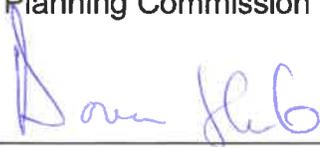
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Exhibits:

Exhibit 1: City Council Ordinance

Exhibit 2: Planning Commission Resolution No. 2019-263

Submitted by:



Doreen Liberto, AICP, Community Development Director

Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2019-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING REPEALING CHAPTER 17.04, OF TITLE 17, DEFINITIONS, OF THE KING CITY MUNICIPAL CODE; ADDING CHAPTER 17.01, OF TITLE 17, DEFINITIONS, TO THE KING CITY MUNICIPAL CODE; AND ADDING CHAPTER 17.04, OF TITLE 17, HEMP, TO THE KING CITY MUNICIPAL CODE.

WHEREAS, Pursuant to Article XI, Section 7, of the California Constitution, the City of King ("City") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, in December of 2018, the President of the United States signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances and authorizes the U.S. Department of Agriculture to create quality control standards for hemp production, further giving states that desire to have primary regulatory authority over the production of hemp the ability to adopt their own state plans. The state plan may include a reference to a law of the state regulating the production of hemp, to the extent consistent with federal law; and

WHEREAS, under California Food and Agriculture Code, section 81006, subdivisions (d)(3) and (5) the CDFA is required to establish regulations for sampling procedures and approved laboratories for sample testing of all hemp crops no more than thirty (30) days before harvest; and

WHEREAS, in late May of 2019, the CDFA proposed emergency regulations to establish timeframes, procedures, methods, and confirmation for industrial hemp sampling, laboratory testing, and destruction for industrial hemp cultivation. In its submission, the CDFA declared that the absence of hemp regulations constituted an emergency and immediate action was necessary to prevent serious harm to the general welfare of the citizens of California; and

WHEREAS, CDFA found a pressing need for the swift establishment of regulations to prevent delay of the first industrial hemp harvest. Based on its calculations, the absence of regulation could result in a potential direct loss of over \$43,000,000 to California farmers; and

WHEREAS, the CDFA proposed regulations are not currently operative. Until they are approved, the required sampling, testing, and destruction cannot take place absent the promulgation of local regulation; and

WHEREAS, industrial hemp strains grown for its cannabidiol oil properties (CBD oil) are indistinguishable from the high THC cannabis strains used for medicinal and recreational purposes. Permitting industrial hemp cultivation without a limitation on the acreage and location of industrial hemp plants may lead to the same type of odor and public safety issues facing cannabis operations in the City; and

WHEREAS, industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops. The cultivation of industrial hemp prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and crops of any nearby cannabis cultivators; and

WHEREAS, on September 3, 2019, the City of King Planning Commission (“Commission”) conducted a public hearing to consider the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to the support the ordinance, the Commission recommended the City Council (“Council”) [approve/deny] the proposed ordinance; and

WHEREAS, the City Council finds this ordinance is reasonable and necessary for the preservation of the public peace, health and safety; and

WHEREAS, in September 2018, SB 1409 was enacted, in which the definition of industrial hemp in Health and Safety Code, section 11018.5(a) was amended, deleting the reference to its being a crop for fiber or oilseed production. The Industrial Hemp Farming Act was also amended to its current form, including amendment of section 81006 to remove requirement for dense planting and restrictions against pruning, tending, or culling. SB 1409 includes the finding, “By removing limitations on the manner

in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research,” however the bill does not address the product safety or testing requirements of other law regarding cannabis products; and

WHEREAS, the proposed ordinance is consistent with the General Plan and any applicable Specific Plan(s); and

WHEREAS, new Chapter 17.04 establishes hemp regulations; and

WHEREAS, in accordance with the California Environmental Quality Act (“CEQA”), and pursuant to CEQA Guideline, sections 15378 and 15061(b)(3), this activity is not a “project” subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on **September 24, 2019**, the Council conducted a public hearing to consider the Commission’s recommendation, and after considering public testimony, the staff report and all submitted evidence, the Council now desires to approve the proposed ordinance.

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

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

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

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

SECTION 4. The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines (“CEQA Guidelines”), and the environment regulations of the City. The City Council finds and determines that the proposed ordinance is not a “project” for the purposes of CEQA and consistent with CEQA Guidelines section 15378, as it merely updates existing administrative processes and will not result in direct or indirect physical changes in the environment as compared

to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purpose of CEQA, there is no possibility that the project may have a significant adverse effect on the environment pursuant to CEQA Guidelines, section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

SECTION 5. Chapter 17.04, of Title 17, Definitions, of the King City Municipal Code is hereby repealed and renumber to Chapter 17.01, of Title 17, Definitions.

SECTION 6. Newly repealed Chapter 17.04, of Title 17, of the King City Municipal Code is added to read as follows:

Chapter 17.04
Hemp

Section 17.04.010 Policy.

It is the policy of the City to regulate industrial hemp manufacturing in a responsible manner to protect the health, safety, and welfare of the residents of the City of King and to enforce rules and regulations consistent with state law.

Section 17.04.020 Definitions.

When used in this chapter, the following words shall have the meaning ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regular provision.

- A. "City" means the City of King, a municipal corporation.
- B. "City Council" means the governing body of the City.
- C. "City Manager" means the city manager of the City of King, or the city manager's authorized deputy, agent or representative.
- D. "Established agricultural research institution" has the same meaning as in section 81000 of the California Food and Agricultural Code.
- E. "Hemp cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of hemp, including activities carried out by seed breeders. For the purposes of this chapter, hemp cultivation shall not

include cultivation by an established agricultural research institution as defined in section 81000 of the California Food and Agricultural Code.

- F. "Industrial Hemp" have the same meanings as in section 11018.5 of the California Health and Safety Code.
- G. "Person" means any individual, firm, partnership, joint venture, association corporation, limited liability company, estate, trust, activity trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- H. "Seed breeder" has the same meaning as in section 81000 of the California Food and Agricultural Code.

Section 17.04.030 Hemp Cultivation.

Hemp cultivation shall be prohibited within all zones of the City of King, whether conducted indoors or outdoors.

Section 17.04.040 Manufacturing of Hemp Products.

The manufacturing of industrial hemp products shall be authorized solely within the M-1, M-2, M-3 zoning districts and the East Ranch Business Park Specific Plan. A conditional use permit shall be required prior to engaging in the manufacturing of industrial hemp products.

Section 17.04.050 Industrial Hemp Regulations.

- A. An industrial hemp manufacturing facility shall not be located within ____ feet of a residential zoning districts.
- B. A conditional use permit for an industrial hemp manufacturing facility shall not be approved by the City until the County of Monterey Agricultural Commissioner issues the applicant a registration under Division 24 of the California Food and Agriculture Code.
- C. Odor Control.
 - (1) Odor control devices and techniques shall be incorporated in all industrial hemp manufacturing facilities to ensure that odors from hemp are not detectable off site. Industrial hemp manufacturing facility shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside is not detected outside of the facility, anywhere on an adjacent property or public rights-of-way, on or about the exterior or interior

common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the industrial hemp business.

- (2) In order to determine the existence of a violation of this chapter, the city may measure for hemp odor at the industrial hemp business with an approved field olfactometer device, including, but not limited to, a Nasal Ranger Field Olfactometer® or Scentometer®, according to the manufacturer's specifications and operating instructions. The threshold of detection (Dilutions to Threshold or D/T) will be determined in a sample of the ambient air after it is diluted with three equally sized samples of odor-free air. Two (2) samples or observations will be taken not less than fifteen minutes apart within a one hour period. The two (2) samples will be taken at the building site of the industrial hemp business. If the threshold of detection is four (4) or greater, the industrial hemp business owner and/or the property owner will be issued a notice to abate public nuisance.
- (3) The notice to abate public nuisance shall include the following:
 - (i) The King City Municipal Code violation which constitutes the public nuisance;
 - (ii) The required remedy for abating the public nuisance; and
 - (iii) Provide a reasonable time period to abate the public nuisance, unless the public nuisance constitutes an immediate threat to public health, safety and welfare.

Failure to timely abate the public nuisance may result in the revocation of the conditional use permit, pursuant to Municipal Code section 17.64.050. An appeal of the notice to abate public nuisance shall be filed with the city clerk within ten (10) calendar days from the date upon the notice and shall provide the specific basis for granting the appeal. An untimely filed appeal shall constitute a waiver of the appeal of the notice. Further, the ten (10) day time period for filing an appeal shall be jurisdictional, and as such, an untimely appeal shall not be considered by the city.

- (4) Every person or entity owning, possessing, or having charge or control of real property within the city shall manage that property and control the environment thereon in a manner so as not to violate the provisions of this chapter, and the owner shall be liable for violations of the provisions of this chapter, regardless of any contract or agreement with any third party regarding the property.
- (5) Every occupant, lessee, or holder of any possessory interest in real property shall maintain the property in a manner so as not to violate the provisions of this chapter.
- (6) In addition to any regulations adopted by the City of King, the city manager, or his/her designee, shall be authorized to establish any necessary rules, regulations or standards governing the issuance or denial of an industrial hemp conditional use permit, the ongoing operation of an industrial hemp manufacturing facility, and the City's oversight, if the city manager determines the rule, regulation or standard to be necessary to carry out this chapter.
 - (i) Regulations issued by the city manager shall be published on the city's website. A copy of the regulations established by the city manager shall be filed with the city clerk.
 - (ii) Regulations promulgated by the city manager shall become effective upon the date of publication. Industrial hemp manufacturing shall be in compliance with all state and local laws and regulations, including, but not limited to, any rules, regulations or standards adopted by the city manager.

Section 17.04.060 Limitations on City's Liability.

To the fullest extent permitted by the law, any industrial hemp manufacturing facility shall execute an agreement indemnifying and holding harmless the City of King, its employees, agents and contractors from any liability or claims arising from issuance of a conditional use permit, pursuant to this chapter, the King City Municipal Code or otherwise approving a conditional use permit for an industrial hemp manufacturing facility.

Section 17.04.070 Public Nuisance.

Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.

Section 17.04.080 Violation and Enforcement.

- A. Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized pursuant to this chapter and/or the provisions of the King City Municipal Code.
- B. Each and every violation of this chapter shall constitute a separate violation and shall be penalized pursuant to this chapter and/or the provisions of the King City Municipal Code.
- C. Any person who violates, causes, continues or permits another to violate the provisions of this chapter commits a misdemeanor and shall be punishable in accordance with section 1.04.010 of the King City Municipal Code. The city may also pursue all applicable civil and administrative remedies, including, but not limited to, injunctive relief and administrative citations. Should a court of competent jurisdiction subsequently determine that the misdemeanor criminal penalty provision renders the provisions of this chapter, or the provisions of any chapter adopted by reference within the King City Municipal Code unlawful, the city intends that the misdemeanor provision be severable from the remaining penalty provisions and the city will only pursue criminal infraction penalties and/or non-criminal remedies for violations of this chapter.
- D. Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance which may be abated by the city pursuant to the King City Municipal Code.
- E. The administrative citation penalty for all violations of this chapter, within a rolling twelve-month period shall be as follows: one thousand dollars per violation.
- F. In addition to any other remedy or enforcement mechanism provided within this chapter or any other provision of the King City Municipal Code, the city may

commence a civil action seeking any other relief or remedy available at law or in equity.

- G. The provisions of this chapter are complimentary, cumulative, supplementary, and additional to any other legal remedies available, whether found in the King City Municipal Code, state or federal laws, regulations, or case law.

Section 17.04.090 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Section 7. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing ordinance was introduced by the City Council after waiving the reading, except by Title, at a regular meeting thereof held on the ____ day of ____ 2019, and adopted the ordinance after the second reading at a regular meeting held on the ____ day of ____ 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____

MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

By: _____

ROY C. SANTOS, City Attorney

Aleshire & Wynder, LLP

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

RESOLUTION NO. 2019-263

RESOLUTION OF THE CITY OF KING PLANNING COMMISSION, STATE OF CALIFORNIA RECOMMENDING. THE CITY COUNCIL REPEALING CHAPTER 17.04, OF TITLE 17, DEFINITIONS, OF THE KING CITY MUNICIPAL CODE; ADDING CHAPTER 17.01, OF TITLE 17, DEFINITIONS, TO THE KING CITY MUNICIPAL CODE; AND ADDING CHAPTER 17.04, OF TITLE 17, HEMP, TO THE KING CITY MUNICIPAL CODE.

WHEREAS, pursuant to Article XI, Section 7, of the California Constitution, the City of King ("City") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, in December of 2018, the President of the United States signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances and authorizes the U.S. Department of Agriculture to create quality control standards for hemp production, further giving states that desire to have primary regulatory authority over the production of hemp the ability to adopt their own state plans. The state plan may include a reference to a law of the state regulating the production of hemp, to the extent consistent with federal law; and

WHEREAS, under California Food and Agriculture Code, section 81006, subdivisions (d)(3) and (5) the CDFA is required to establish regulations for sampling procedures and approved laboratories for sample testing of all hemp crops no more than thirty (30) days before harvest; and

WHEREAS, in late May of 2019, the CDFA proposed emergency regulations to establish timeframes, procedures, methods, and confirmation for industrial hemp sampling, laboratory testing, and destruction for industrial hemp cultivation. In its submission, the CDFA declared that the absence of hemp regulations constituted an emergency and immediate action was necessary to prevent serious harm to the general welfare of the citizens of California; and

WHEREAS, the CDFA found a pressing need for the swift establishment of regulations to prevent delay of the first industrial hemp harvest. Based on its calculations, the absence of regulation could result in a potential direct loss of over \$43,000,000 to California farmers; and

WHEREAS, the CDFA proposed regulations are not currently operative. Until they are approved, the required sampling, testing, and destruction cannot take place absent the promulgation of local regulation; and

WHEREAS, industrial hemp strains grown for its cannabidiol oil properties (CBD oil) are indistinguishable from the high THC cannabis strains used for medicinal and recreational purposes. Permitting industrial hemp cultivation without a limitation on the

acreage and location of industrial hemp plants may lead to the same type of odor and public safety issues facing cannabis operations in the City; and

WHEREAS, industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops. The cultivation of industrial hemp prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and crops of any nearby cannabis cultivators; and

WHEREAS, in September 2018, SB 1409 was enacted, in which the definition of industrial hemp in Health and Safety Code, section 11018.5(a) was amended, deleting the reference to its being a crop for fiber or oilseed production. The Industrial Hemp Farming Act was also amended to its current form, including amendment of section 81006 to remove requirement for dense planting and restrictions against pruning, tending, or culling. SB 1409 includes the finding, "By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research," however the bill does not address the product safety or testing requirements of other law regarding cannabis products; and

WHEREAS, the proposed ordinance is consistent with the General Plan and any applicable Specific Plan(s); and

WHEREAS, the City of King Planning Commission ("Commission") finds this ordinance is reasonable and necessary for the preservation of the public peace, health and safety; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), and pursuant to CEQA Guideline, sections 15378 and 15061(b)(3), this activity is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on September 3, 2019, the Commission conducted a public hearing to consider the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to the support the ordinance, the Commission recommended the City Council ("Council") [approve/deny] the proposed ordinance; and

NOW, THEREFORE, BE IT RESOLVED, FOUND AND DETERMINED by the Planning Commission of the City of King to recommend that the City Council adopt the Ordinance repealing Chapter 17.04, of Title 17, definitions, of the King City Municipal Code; adding Chapter 17.01, of Title 17, definitions, to the King City Municipal Code; and adding Chapter 17.04, of Title 17, Hemp, to the King City Municipal Code, attached as **Exhibit 1**.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Planning Commission of the City of King, State of California, at a regular meeting of the Planning Commission held on this 3rd day of September 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

A handwritten signature in cursive script that reads "David Nuck". The signature is written in black ink and is positioned above a horizontal line.

David Nuck, Chair

A handwritten signature in cursive script that reads "Erica Sonne". The signature is written in black ink and is positioned above a horizontal line.

Erica Sonne, Deputy City Clerk

EXHIBIT 1

ORDINANCE NO. 2019-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING REPEALING CHAPTER 17.04, OF TITLE 17, DEFINITIONS, OF THE KING CITY MUNICIPAL CODE; ADDING CHAPTER 17.01, OF TITLE 17, DEFINITIONS, TO THE KING CITY MUNICIPAL CODE; AND ADDING CHAPTER 17.04, OF TITLE 17, HEMP, TO THE KING CITY MUNICIPAL CODE.

WHEREAS, Pursuant to Article XI, Section 7, of the California Constitution, the City of King ("City") may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, in December of 2018, the President of the United States signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances and authorizes the U.S. Department of Agriculture to create quality control standards for hemp production, further giving states that desire to have primary regulatory authority over the production of hemp the ability to adopt their own state plans. The state plan may include a reference to a law of the state regulating the production of hemp, to the extent consistent with federal law; and

WHEREAS, under California Food and Agriculture Code, section 81006, subdivisions (d)(3) and (5) the CDFA is required to establish regulations for sampling procedures and approved laboratories for sample testing of all hemp crops no more than thirty (30) days before harvest; and

WHEREAS, in late May of 2019, the CDFA proposed emergency regulations to establish timeframes, procedures, methods, and confirmation for industrial hemp sampling, laboratory testing, and destruction for industrial hemp cultivation. In its submission, the CDFA declared that the absence of hemp regulations constituted an emergency and immediate action was necessary to prevent serious harm to the general welfare of the citizens of California; and

WHEREAS, CDFA found a pressing need for the swift establishment of regulations to prevent delay of the first industrial hemp harvest. Based on its calculations, the absence of regulation could result in a potential direct loss of over \$43,000,000 to California farmers; and

WHEREAS, the CDFA proposed regulations are not currently operative. Until they are approved, the required sampling, testing, and destruction cannot take place absent the promulgation of local regulation; and

WHEREAS, industrial hemp strains grown for its cannabidiol oil properties (CBD oil) are indistinguishable from the high THC cannabis strains used for medicinal and recreational purposes. Permitting industrial hemp cultivation without a limitation on the acreage and location of industrial hemp plants may lead to the same type of odor and public safety issues facing cannabis operations in the City; and

WHEREAS, industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move into other nearby crops. The cultivation of industrial hemp prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and crops of any nearby cannabis cultivators; and

WHEREAS, on September 3, 2019, the City of King Planning Commission ("Commission") conducted a public hearing to consider the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to the support the ordinance, the Commission recommended the City Council ("Council") [approve/deny] the proposed ordinance; and

WHEREAS, the City Council finds this ordinance is reasonable and necessary for the preservation of the public peace, health and safety; and

WHEREAS, in September 2018, SB 1409 was enacted, in which the definition of industrial hemp in Health and Safety Code, section 11018.5(a) was amended, deleting the reference to its being a crop for fiber or oilseed production. The Industrial Hemp Farming Act was also amended to its current form, including amendment of section 81006 to remove requirement for dense planting and restrictions against pruning, tending, or culling. SB 1409 includes the finding, "By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research," however the bill does not address the product safety or testing requirements of other law regarding cannabis products; and

WHEREAS, the proposed ordinance is consistent with the General Plan and any applicable Specific Plan(s); and

WHEREAS, new Chapter 17.04 establishes hemp regulations; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA"), and pursuant to CEQA Guideline, sections 15378 and 15061(b)(3), this activity is not a "project" subject to CEQA as it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment; and

WHEREAS, on **September 24, 2019**, the Council conducted a public hearing to consider the Commission's recommendation, and after considering public testimony, the staff report and all submitted evidence, the Council now desires to approve the proposed ordinance.

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

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

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

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

SECTION 4. The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines ("CEQA Guidelines"), and the environment regulations of the City. The City Council finds and determines that the proposed ordinance is not a "project" for the purposes of CEQA and consistent with CEQA Guidelines section 15378, as it merely updates existing administrative processes and will not result in direct or indirect physical changes in the environment as compared to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purpose of CEQA, there is no possibility that the project may have a significant adverse effect on the environment pursuant to CEQA Guidelines, section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

SECTION 5. Chapter 17.04, of Title 17, Definitions, of the King City Municipal Code is hereby repealed and renumber to Chapter 17.01, of Title 17, Definitions.

SECTION 6. Newly repealed Chapter 17.04, of Title 17, of the King City Municipal Code is added to read as follows:

**Chapter 17.04
Hemp**

Section 17.04.010 Policy.

It is the policy of the City to regulate industrial hemp manufacturing in a responsible manner to protect the health, safety, and welfare of the residents of the City of King and to enforce rules and regulations consistent with state law.

Section 17.04.020 Definitions.

When used in this chapter, the following words shall have the meaning ascribed to them as set forth herein. Any reference to California statutes includes any

regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regular provision.

- A. "City" means the City of King, a municipal corporation.
- B. "City Council" means the governing body of the City.
- C. "City Manager" means the city manager of the City of King, or the city manager's authorized deputy, agent or representative.
- D. "Established agricultural research institution" has the same meaning as in section 81000 of the California Food and Agricultural Code.
- E. "Hemp cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of hemp, including activities carried out by seed breeders. For the purposes of this chapter, hemp cultivation shall not include cultivation by an established agricultural research institution as defined in section 81000 of the California Food and Agricultural Code.
- F. "Industrial Hemp" have the same meanings as in section 11018.5 of the California Health and Safety Code.
- G. "Person" means any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, activity trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.
- H. "Seed breeder" has the same meaning as in section 81000 of the California Food and Agricultural Code.

Section 17.04.030 Hemp Cultivation.

Hemp cultivation shall be prohibited within all zones of the City of King, whether conducted indoors or outdoors.

Section 17.04.040 Manufacturing of Hemp Products.

The manufacturing of industrial hemp products shall be authorized solely within the M-1, M-2, M-3 zoning districts and the East Ranch Business Park Specific Plan. A conditional use permit shall be required prior to engaging in the manufacturing of industrial hemp products.

Section 17.04.050 Industrial Hemp Regulations.

- A. An industrial hemp manufacturing facility shall not be located within ____ feet of a residential zoning districts.
- B. A conditional use permit for an industrial hemp manufacturing facility shall not be approved by the City until the County of Monterey Agricultural Commissioner issues the applicant a registration under Division 24 of the California Food and Agriculture Code.
- C. Odor Control.
 - (1) Odor control devices and techniques shall be incorporated in all industrial hemp manufacturing facilities to ensure that odors from hemp are not detectable off site. Industrial hemp manufacturing facility shall provide a

sufficient odor absorbing ventilation and exhaust system so that odor generated inside is not detected outside of the facility, anywhere on an adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the industrial hemp business.

- (2) In order to determine the existence of a violation of this chapter, the city may measure for hemp odor at the industrial hemp business with an approved field olfactometer device, including, but not limited to, a Nasal Ranger Field Olfactometer® or Scentometer®, according to the manufacturer's specifications and operating instructions. The threshold of detection (Dilutions to Threshold or D/T) will be determined in a sample of the ambient air after it is diluted with three equally sized samples of odor-free air. Two (2) samples or observations will be taken not less than fifteen minutes apart within a one hour period. The two (2) samples will be taken at the building site of the industrial hemp business. If the threshold of detection is four (4) or greater, the industrial hemp business owner and/or the property owner will be issued a notice to abate public nuisance.
- (3) The notice to abate public nuisance shall include the following:
 - (i) The King City Municipal Code violation which constitutes the public nuisance;
 - (ii) The required remedy for abating the public nuisance; and
 - (iii) Provide a reasonable time period to abate the public nuisance, unless the public nuisance constitutes an immediate threat to public health, safety and welfare.

Failure to timely abate the public nuisance may result in the revocation of the conditional use permit, pursuant to Municipal Code section 17.64.050. An appeal of the notice to abate public nuisance shall be filed with the city clerk within ten (10) calendar days from the date upon the notice and shall provide the specific basis for granting the appeal. An untimely filed appeal shall constitute a waiver of the appeal of the notice. Further, the ten (10) day time period for filing an appeal shall be jurisdictional, and as such, an untimely appeal shall not be considered by the city.

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

- (4) Every occupant, lessee, or holder of any possessory interest in real property shall maintain the property in a manner so as not to violate the provisions of this chapter.
- (5) In addition to any regulations adopted by the City of King, the city manager, or his/her designee, shall be authorized to establish any necessary rules, regulations or standards governing the issuance or denial of an industrial hemp conditional use permit, the ongoing operation of an industrial hemp manufacturing facility, and the City's oversight, if the city manager determines the rule, regulation or standard to be necessary to carry out this chapter.
 - (i) Regulations issued by the city manager shall be published on the city's website. A copy of the regulations established by the city manager shall be filed with the city clerk.
 - (ii) Regulations promulgated by the city manager shall become effective upon the date of publication. Industrial hemp manufacturing shall be in compliance with all state and local laws and regulations, including, but not limited to, any rules, regulations or standards adopted by the city manager.

Section 17.04.060 Limitations on City's Liability.

To the fullest extent permitted by the law, any industrial hemp manufacturing facility shall execute an agreement indemnifying and holding harmless the City of King, its employees, agents and contractors from any liability or claims arising from issuance of a conditional use permit, pursuant to this chapter, the King City Municipal Code or otherwise approving a conditional use permit for an industrial hemp manufacturing facility.

Section 17.04.070 Public Nuisance.

Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance.

Section 17.04.080 Violation and Enforcement.

- A. Any person that violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes a violation thereof, and shall be penalized pursuant to this chapter and/or the provisions of the King City Municipal Code.
- B. Each and every violation of this chapter shall constitute a separate violation and shall be penalized pursuant to this chapter and/or the provisions of the King City Municipal Code.
- C. Any person who violates, causes, continues or permits another to violate the provisions of this chapter commits a misdemeanor and shall be punishable in accordance with section 1.04.010 of the King City Municipal Code. The city may also pursue all applicable civil and administrative remedies, including, but not

limited to, injunctive relief and administrative citations. Should a court of competent jurisdiction subsequently determine that the misdemeanor criminal penalty provision renders the provisions of this chapter, or the provisions of any chapter adopted by reference within the King City Municipal Code unlawful, the city intends that the misdemeanor provision be severable from the remaining penalty provisions and the city will only pursue criminal infraction penalties and/or non-criminal remedies for violations of this chapter.

- D. Each and every violation of the provisions of this chapter is hereby deemed unlawful and a public nuisance which may be abated by the city pursuant to the King City Municipal Code.
- E. The administrative citation penalty for all violations of this chapter, within a rolling twelve month period shall be as follows: one thousand dollars per violation.
- F. In addition to any other remedy or enforcement mechanism provided within this chapter or any other provision of the King City Municipal Code, the city may commence a civil action seeking any other relief or remedy available at law or in equity.
- G. The provisions of this chapter are complimentary, cumulative, supplementary, and additional to any other legal remedies available, whether found in the King City Municipal Code, state or federal laws, regulations, or case law.

Section 17.04.090 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, word, sentence or paragraph of this chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

Section 7. This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing ordinance was introduced by the City Council after waiving the reading, except by Title, at a regular meeting thereof held on the ____ day of ____ 2019, and adopted the ordinance after the second reading at a regular meeting held on the ____ day of ____ 2019, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor
APPROVED AS TO FORM:

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

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



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROY C. SANTOS, CITY ATTORNEY

RE: CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 5.34, OF TITLE 5 OF THE KING CITY MUNICIPAL CODE PERTAINING TO ITINERANT VENDORS, SOLICITORS AND PEDDLERS

RECOMMENDATION:

It is recommended the City Council adopt the ordinance amending Chapter 5.34, of Title 5 pertaining to itinerant vendors, solicitors and peddlers, and waive the second reading of the ordinance by title only.

BACKGROUND:

In early 2018 the City proposed and adopted an ordinance regulating itinerant vendors, solicitors and peddlers within the city limits. However, shortly after the City's adopting of the ordinance, the State Legislature enacted SB 946 creating new statutes governing the activities of sidewalk vendors and the permissible regulations which public agencies may codify by local ordinance and/or resolution. Therefore, staff drafted an additional ordinance to comply with the new State regulations. On September 24, 2019, the City Council introduced the ordinance, which will amend Chapter 5.34, of Title 5 pertaining to itinerant vendors, solicitors and peddlers, and waive the first reading of the ordinance by title only.

DISCUSSION:

Beginning January 1, 2019, SB 946, Government Code section 51036 *et seq.*, prohibits all criminal penalties for sidewalk vending violations, and allows anyone currently or previously prosecuted for a sidewalk vending violation to have a pending prosecution, sentence, fine, or conviction dismissed. It also set limits upon the fines cities and counties could levy for violations of their local ordinances governing sidewalk vendors. Additionally, it required all local

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authorities to adopt regulations governing sidewalk vending or amend existing regulations to be compliant with its requirements.

In order to comply with the new requirements established by SB 946, staff has prepared the proposed ordinance amending Chapter 5.34 of Title 5. These amendments to Chapter 5.34 remove those provisions of the previous ordinance which were deemed inconsistent with the requirements of SB 946. For example, the ordinance removes the current limitations and prohibitions on the number of vendors within city parks and upon city streets. Also, the ordinance lowers the penalties which the city can impose for violations of the municipal code governing vendors.

The amended Chapter 5.34 continues to focus on reasonable time, place and manner restrictions on itinerant vendors, solicitors and peddlers so as to protect the health and safety of the residents of the City and the vendors servicing the city. The ordinance prohibits vendors, solicitors and peddlers from conducting business after 8 P.M. and limits their services within school zones. As a result of the potential increase in the number of vendors within the city, the ordinance establishes a background check and permitting system for all vendors.

In addition, the ordinance adds regulations to Chapter 5.34 governing mobile food truck since the current municipal code does not address these types of vendors within the city limits. Further, while the city cannot limit the number of vendors within the parks, given the limited available parking in San Antonio park mobile food truck vendors will be limited to the designated parking locations. Any mobile food truck not parked within the designated area will be in violation of the municipal code and subject to the penalties proscribed therein.

COST ANALYSIS:

No fiscal impacts are associated with the Ordinance. Permitting fees to be enacted by resolution should cover all costs incurred by the City to administer and regulate itinerant vendors, solicitors and peddlers.

ENVIRONMENTAL REVIEW:

The ordinance 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 ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries.

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Alternatively, the ordinance is exempt from CEQA because the City Council's adoption of the ordinance 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 introduce the ordinance;
3. Do not introduce the ordinance; or
4. Provide other direction to staff.

Submitted by



Roy C. Santos, City Attorney

Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2019-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 5.34, OF TITLE 5 OF THE KING CITY MUNICIPAL CODE PERTAINING TO ITINERANT VENDOR, SOLICITORS AND PEDDLERS

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

WHEREAS, in September of 2018 the State Legislature enacted SB 946 creating new statues governing the activities of sidewalk vendors and the permissible regulations which public agencies may codify by local ordinance and/or resolution; and

WHEREAS, pursuant to the City’s express statutory authority and its police power, the City desires to enact reasonable regulations for itinerant vendors, solicitors and peddlers; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating itinerant vendors, solicitors and peddlers; and

WHEREAS, the City seeks to regulate itinerant vendor parking given the limited spacing for vehicle parking throughout the city limits, but especially surrounding the city’s local parks; and

WHEREAS, this Ordinance is intended to regulate itinerant vendor activities to ensure the health, safety and welfare of both the vendor’s and city residents utilizing the city parks, sidewalks and public common spaces; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to itinerant vendors, solicitors and peddlers which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulation itinerant vendors, solicitors and peddlers activities within the boundaries of the City.

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

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

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

SECTION 3. Chapter 5.34, of Title 5, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 5.34

ITINERANT VENDORS, SOLICITORS AND PEDDLERS

Section 5.34.010 Definitions.

The following words and phrases shall, for purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

- (a) “Fixed place of business” means a fixed business place, location, building, room, stand or enclosure separate and distinct from any other business, in which goods, wares, merchandise, fruit or vegetables are kept, displayed or offered for sale to the public, regularly kept open with an agent in exclusive attendance for at least six hours per day, for at least five days per week.
- (b) “Itinerant vendor” means any person who sets up a temporary stand or place or uses a portable cart or motor vehicle as defined in the California Vehicle Code for the purpose of selling any goods, wares, merchandise, fruits or vegetables, or one who solicits orders for the sale of such goods, wares, merchandise, fruits or vegetables to be delivered at some future time or date. Itinerant vendor does not include a merchant having a fixed place of business within the city, or his or her employee, who sells or solicits orders for the sale of goods, wares, merchandise, services, fruits or vegetables, after a prior approval, either oral or written, from the vendee. Itinerant vendor does not include a merchant who sets up a temporary stand or place as part of an approved farmers market. Itinerant vendors who set up on private property must secure written permission from the property owner or person having control of said property and said written permission must be in the possession of the vendor. Further, “Itinerant vendor” includes the terms “sidewalk vendor,” “roaming vendor,” and “stationary sidewalk vendor” as defined within Government Code section 51036. Lastly, “Itinerant vendor” includes the terms “Mobile food facility” as defined within California Retail Food Code (Cal Code), Section 113831(a), which states any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. “Mobile food facility” does not include a “transporter” used to transport packaged food from a food facility, or other approved source to the consumer.
- (c) “Peddler” means any person who goes upon the premises of any private residence in the city, not having been requested or invited by the occupant thereof, carrying or transporting goods, wares, merchandise, or personal property of any nature and offering the same for sale. This definition also includes any person who solicits orders and as a separate transaction makes

deliveries to purchasers as part of the scheme to evade the provisions of this chapter.

- (d) "Person" means any person, firm, corporation, association, club, society, or other organization.
- (e) "Solicitor" means any person who goes upon the premises of any private residence in the city, not having been requested or invited by the occupant thereof, for the purpose of taking or soliciting orders for the sale of goods, wares, merchandise, or personal property of any nature for future delivery, or for services to be performed in the future.
- (f) Wherever the terms "selling" or "sales" are used herein, "buying" and "purchasing" shall be deemed included.

Section 5.34.020 Permits.

It is unlawful for any solicitor, peddler or itinerant vendor to engage in business within the city without first obtaining a business license and permit which complies with the provisions of this chapter, unless the activities of the solicitor, peddler or itinerant vendor are exempt from municipal regulation by state, federal or local law.

Section 5.34.030 Permit Application.

- (a) Applicants for vendor permits under this chapter shall file with the city clerk a sworn application in writing on a form to be furnished by the city, so a background check can be performed by the city. The application shall contain the following information:
 - (1) Name, height, weight, eye color and hair color;
 - (2) Date of birth, driver's license number, Social Security number, tax identification number or state of California identification card;
 - (3) Permanent home address and telephone number;
 - (4) Local address and telephone number (if different from subdivision (c));
 - (5) A brief description of the business or activity to be conducted;
 - (6) If employed, the name, address and telephone number of the employer, or if acting as agent, the name, address and telephone number of the principal who is being represented, with credentials establishing the relationship and the authority of the employee or agent to act for the employer or principal, as the case may be;
 - (7) The length of time for which the permit is desired;
 - (8) Two photographs of the applicant, taken within sixty (60) days immediately prior to the date of filing of the application, measuring

two (2) inches by two (2) inches, and showing the head and shoulders of the applicant in a clear and distinguishing manner;

- (9) A statement as to whether or not the applicant has been convicted of any criminal offense, whether felony or misdemeanor within the last ten (10) years. Applicant shall provide information detailing any such offense, the date and place of conviction, the nature of the offense, and the punishment or penalty assessed therefor;
 - (10) Proof of possession of any license or permit which, under federal, state, or local laws or regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such law or regulation, would exempt the applicant from the licensing requirements of this chapter.
 - (11) If a vehicle is to be used, the application must include a description of each vehicle to be used, with license number, make and model.
- (b) Applicant shall be fingerprinted by the King City Police Department or via the California Department of Justice LiveScan system and agree to a criminal history records check conducted by the city based upon their fingerprints.
 - (c) Applicant shall sign an authorization form for the city to seek verification of the information contained within the application, including, but not limited to, the prospective permittee's criminal history.

Section 5.34.040 Permit Fee.

At the time the application is filed with the city clerk, the applicant shall provide the city with a non-refundable fee to process their application. The fee shall include an amount to cover the costs of fingerprinting, background checks as well as general review and processing of the application. In the alternative, the applicant may provide the city clerk with a completed background check performed by a third party vendor approved by the city. The amount of the fee shall be established, and from time to time may be amended by resolution of the city council.

Section 5.34.050 Permit - Investigation and Issuance.

- (a) The City Manager or his/her designee shall deny an application based upon any of the following grounds:
 - (1) The applicant has been issued a local or state permit or license to conduct itinerant vendor, solicitor or peddler activities at any other location within the state of California or another state and the permit or license was suspended or revoked, or the applicant has had disciplinary action relating to the permit or license.

- (2) The applicant has been convicted of a serious or violent offense as listed within California Penal Code Sections 667.5 and 1192.7(c).
- (3) The applicant has been convicted of a misdemeanor involving theft, dishonesty, fraud, narcotics sales or narcotic trafficking within the five (5) years preceding the date of the application.
- (4) The applicant has been convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined within the Federal Controlled Substance Act, unless the applicant received a Certificate of Rehabilitation as defined in the Act.
- (5) The applicant has engaged in unlawful, fraudulent, unfair, or deceptive business practices as defined by the King City Municipal Code and/or state or federal law.
- (6) The applicant is under the age of eighteen (18), or any age as may be set by state law.
- (b) Upon approval of an application, the city shall deliver the required permit to the applicant. Such permit shall contain the signature and seal of the city clerk and shall show the name, address and photograph of the permittee, the class of vendor permit issued, the kind of goods or services to be sold or delivered thereunder, the amount of the fee paid, the date of issuance, and the length of time the permit shall be operative. It shall also show the permit number and identifying description of any vehicle to be used in carrying on the business for which the permit is issued. The city clerk shall keep a record of all active permits.

Section 5.34.060 Permit - Expiration.

All permits issued under the provisions of this chapter shall expire one (1) year from date of issuance, unless an earlier expiration date is noted on the permit.

Section 5.34.070 Permit - Badges.

The city clerk shall issue to each permittee, at the time of delivery of his or her permit, a badge, which shall be worn continuously by the permittee in such a way as to be conspicuous at all times while the permittee is conducting business in the city pursuant to such permit. The badge shall bear the appropriate words, e.g., "Permitted Vendor" or "Permitted Peddler," the period for which the permit is issued and the number of the permit, in letters and figures clearly discernible.

Section 5.34.080 Permit - Transfer Prohibited.

No permit issued under the provisions of this chapter shall be used or worn at any time by any person other than the person to whom it was issued.

Section 5.34.090 Permit - Exhibition.

Every person required to be permitted under the provisions of this chapter shall exhibit his or her permit when requested to do so by any prospective customer or King City Police Department sworn officer or code enforcement officer.

Section 5.34.100 Entry Upon Signed Premises Unlawful.

It is unlawful for any person, while conducting the business of itinerant vendor, solicitor or peddler, whether permitted or unpermitted, to enter upon any residential premises in the city where the owner, occupant, or person legally in charge of the premises has posted, at the entry to the premises, or at the entry to the principal building on said premises, a non-illuminated flat sign of not more than one square foot bearing the words "No Solicitors," or words of similar import.

Section 5.34.110 Hours of Solicitation.

It is unlawful for any person, while conducting the business of itinerant vendor, solicitor or peddler, whether permitted or unpermitted, to enter upon any residential or public premises between the hours of eight (8:00) P.M and eight (8:00) A.M. pacific standard time.

Section 5.34.115 Regulations Concerning Itinerant Vendors.

The following regulations shall apply to itinerant vendors as defined in Section 5.34.010:

- (a) No itinerant vendor shall park or stand on a public sidewalk in a manner which blocks or prevents pedestrian traffic or violates any of the requirements of the Americans with Disability Act or California Disabled Persons Act.
- (b) Itinerant vendors shall not stand or park in any parking lot of any public park in a manner which blocks or prevents vehicle traffic, pedestrian traffic or violates any of the requirements of the Americans with Disability Act or California Disabled Persons Act. Vendors within a park shall only park their vehicle, including but not limited to personal vehicle or mobile food truck, adjacent to a public park in spaces designated by signage. The designations shall be made and posted from time to time by the city manager or designee, who may limit the number of spaces for itinerant vendors. Vendor vehicles, including but not limited to personal vehicle or mobile food truck, not parked within the designated parking spaces shall constitute a public nuisance and shall be subject to the provisions of the King City Municipal Code.
- (c) No chairs or tables are allowed to be placed on the sidewalk in a manner which blocks or prevents pedestrian traffic or violates any of the requirements of the Americans with Disability Act or California Disabled Persons Act.
- (d) Vendors shall remove any debris from the sales, ensure a receptacle is available for the disposal of debris, and make sure that the area is kept clean.

- (e) School Zones. No itinerant vendor shall stand or park within three hundred feet of any school zone weekdays, Monday through Friday, from eight (8:00) A.M. to four (4:00) P..M. except for holidays and when school is not in session.
- (f) Public Streets. Consistent with Section 10.22.050, no itinerant vendor shall stand or park on any street in a commercial zone any truck, trailer, wagon or push cart in a manner which blocks or prevents vehicle traffic, pedestrian traffic or violates any of the requirements of the Americans with Disability Act or California Disabled Persons Act..
- (g) Private Property. Itinerant vendors shall be permitted on developed private property only in commercial, industrial and open space zoning districts. The area occupied by each itinerant vendor on private property shall not exceed nine hundred square feet and shall be located on hard surface paving. Itinerant vendors are prohibited in residential zoning districts.

Section 5.34.120 Enforcement Authority.

Any city police officer may require any itinerant vendor, solicitor or peddler, who is not known to such officer to be duly permitted to do so, to produce his or her permit, and to enforce the provisions of this chapter against any person found to be violating the same.

Section 5.34.130 Records.

City staff shall record any violations of this chapter on the permanent record of said permit kept pursuant to the provisions of subsection (d) of Section 5.34.050 of this chapter.

Section 5.34.140 Permit - Revocation.

Permits issued under the provisions of this chapter may be revoked by the city, after notice and hearing, for any of the following causes:

- (a) Fraud, misrepresentation, or false statement contained in the application for permit;
- (b) Fraud, misrepresentation, or false statement made by the permittee in the course of carrying on the business of vendor, solicitor or peddler;
- (c) The violation of any provision of this chapter or the King City Municipal Code;
- (d) Conviction of any crime involving theft, dishonesty, fraud, narcotics sales, narcotic trafficking or as identified within California Penal Code Sections 667.5 and 1192.7(c) and the Federal Controlled Substance Act.;

- (e) Conducting the business of vendor, solicitor or peddler in such a manner as to constitute a breach of the peace or create a threat to the health, safety, or general welfare of the public.

Section 5.34.150 Notice of Hearing on Revocation.

Notice of the hearing for revocation of a license pursuant to the provisions of Section 5.34.140 of this chapter shall be given in writing and shall set forth specifically the grounds for the proposed revocation and the time and place of the hearing. Said notice shall be mailed, postage prepaid, to the permittee at the address shown on the permit application or at the last known address of the permittee.

Section 5.34.160 Permit - Appeal Procedure.

Any person denied a permit or had a permit revoked under the provisions of this chapter shall have the right to appeal such action or decision to the city manager or his/her designee. Such appeal shall be taken by filing with the city clerk, within ten (10) days after notice of the action or decision complained of has been mailed to such person's address as shown on his or her permit application form, or to such person's last known address, a written statement setting forth the grounds for the appeal. The city clerk shall transmit the written statement to the city manager or his/her designee and the city manager or his/her designee shall set a time and place for a hearing on the appeal. Notice of the time and place of such hearing shall be given to the appellant in the same manner as is hereinabove in this section provided for the mailing of notice of action or decision. The decision of the city manager or his/her designee on such appeal shall be final and binding on all parties concerned. Unless the governing ordinance or statute provides otherwise, if the appellant seeks further relief, the appellant shall file a petition for writ of mandate in superior court pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6 within ninety (90) calendar days of the date of the decision.

Section 5.34.170 Claims of Exemption.

Any person claiming to be legally exempt from the regulations set forth in this chapter, or from the payment of a permit fee as provided in Section 5.34.040 of this chapter, shall cite to the city clerk in statute or other legal authority under which exemption is claimed and shall present to the city clerk proof of qualification for such exemption.

Section 5.34.180 Penalty for Violations.

Any person who violates any of the provisions of this chapter shall be punished as follows:

- (a) With a permit:
 - (1) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
 - (2) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year of the first violation.

- (3) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one (1) year of the first violation.
- (4) Upon a fourth (4) violation of this chapter, the permit shall be rescinded.
- (b) Without a permit:
 - (1) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.
 - (2) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.
 - (3) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.
- (c) Failure to pay an administrative fine pursuant to section shall not be punishable as an infraction or misdemeanor.

Any other violation(s) of the King City Municipal Code shall be subject to the established enforcement and penalties of said municipal code.

SECTION 4: EFFECTIVE DATE.

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

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving the first reading, except by Title, at a regular meeting thereof held on the 10th day of September 2019, and adopted the Ordinance after the second reading at a regular meeting held on the ____ day of _____ 2019, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

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

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



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT WITH EIKHOF DESIGN GROUP, INC. FOR PUBLIC WORKS SPECIAL PROJECTS COORDINATION

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a contract services agreement with Eikhof Design Group, Inc. for Public Works special projects coordination; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

BACKGROUND:

In October 2017, the City entered into a one-year contract with Eikhof Design Group, Inc. to provide Public Works special projects coordination. On October 23, 2018, the City Council approved another one-year contract, which is due to expire this month. Therefore, staff is recommending the City Council approve a new contract for an additional one-year period at this time.

DISCUSSION:

The City has not been able to fund any in-house Public Works management or administrative staff for several years. As a result, there were several operational issues and requirements that needed to be addressed. A number of significant accomplishments and operational improvements have been completed during the past year. However, additional work is necessary to further improve operations and to help address a long list of special projects identified that are not feasible for the City Manager or other City staff to coordinate.

This Agreement provides a dedicated public works special projects coordinator on a part-time basis. Some examples of major efforts completed over the past year have included coordination of the wastewater rate study, the tree trimming

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT WITH EIKHOF
DESIGN GROUP, INC. FOR PUBLIC WORKS SPECIAL PROJECTS
COORDINATION
OCTOBER 8, 2019
PAGE 2 OF 2**

program, a number of staff training programs, the new document storage unit at the Public Work Corporate Yard, acquisition of the new street sweeper, preparation of the traffic signal maintenance agreement, development of the sports field improvement plan, the contract for street striping, study and recommendations regarding staffing and resource needs, and implementation of a number of measures recommended in the ADA Transition Plan. The proposed Agreement includes the same terms as the prior contract with an updated scope of work to reflect the projects completed and new tasks identified for the next year.

COST ANALYSIS:

The contract amount is proposed to increase from \$70 to \$75 per hour. This will increase the not-to-exceed amount from \$80,000 to \$85,000. Funding was included in the FY 2019-20/ FY 2020-21 Biennial Budget for this expense. Therefore, no additional appropriation is necessary.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

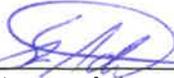
The following alternatives are provided for Council consideration:

1. Approve the proposed Agreement;
2. Modify and approve the proposed Agreement;
3. Do not approve the proposed Agreement; or
4. Provide staff other direction.

Exhibits:

1. Agreement for Contract Services

Prepared and Approved by:



Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

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

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a period of one (1) year

from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

8. MISCELLANEOUS

8.1 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

Eikhof Design Group Inc. _____

By: _____

Name: Jeff van den Eikhof
Title: President

By: _____

Name: Vicki van den Eikhof
Title: Secretary
Address: 4875 El Camino Real,
Atascadero, CA 93422

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

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WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide services on a part-time temporary basis to include some or all of, but not be limited to, the following tasks:

1. Assist City Manager in evaluating Airport operational issues and develop new processes and procedures.
2. Conduct a review of water use at all City Parks and provide a report with recommendations for improvements to irrigation efficiency, including potential rehabilitation strategies.
3. Coordinate implementation of plan to upgrade sports field turf.
4. Attend staff meetings and prepare Council staff reports as necessary.
5. Prepare specifications, secure quotations and arrange for purchase of a backup power generator for the Wastewater Treatment Plant.
6. Assess the Public Works Department staffing levels and structure and submit recommendations for future staffing and organizational structure to address needs and maximize efficiency.
7. Prepare specifications and secure quotations from qualified firms for annual street tree trimming.
8. Prepare specifications and secure quotations from qualified firms for annual street striping and pavement markings.
9. Coordinate implementation of improvements to address deficiencies identified in the City's ADA Transition Plan.
10. Assist with the update and implementation of the Sanitary Sewer Management Plan.
11. Coordinate inspection and repair of all of the City's playground structures and establish procedures and check lists for a routine inspections.
12. Prepare bid documents, oversee the procurement process and manage a project to clean and video the City's sanitary sewer collection system.
13. Prepare bid documents, oversee the procurement process and manage a project to construct material storage facilities at the Corporation Yard.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

For performance of the tasks set forth in Exhibit A Scope of Work, City shall pay Consultant a rate of seventy-five dollars (\$75.00) per hour and the total cost shall not exceed eighty-five thousand dollars (\$85,000).

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall commence work on October 30, 2019. Timelines for completion of tasks set forth in Exhibit A Scope of Work shall be mutually agreed upon by Consultant and City Manager. Schedule shall be reviewed and updated on a monthly basis.



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: OCTOBER 8, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF RESOLUTION IN SUPPORT OF THE SOUTH OF SALINAS US 101 TRAFFIC SAFETY ALLIANCE EFFORTS TO IMPROVE TRAFFIC SAFETY ALONG THE US 101 CORRIDOR SOUTH OF SALINAS

RECOMMENDATION:

It is recommended the City Council adopt a Resolution in support of the South of Salinas (S.O.S.) US 101 Traffic Safety Alliance efforts to improve traffic safety along the US 101 Corridor south of Salinas.

BACKGROUND:

At the September 24th meeting, the S.O.S. US 101 Traffic Safety Alliance made a presentation to the City Council on their efforts and requested the Council to adopt a Resolution in support. The Council then provided direction to staff to place a Resolution on the next Council meeting agenda for consideration.

DISCUSSION:

The Alliance is a grassroots effort committed to working together with the community and local, state and federal leaders to identify a long-term solution aimed at keeping motorists safe along the US 101 corridor south of Salinas, while supporting local, regional, intrastate and interstate trade and commerce. Exhibit 1 includes a list of agencies and officials that have pledged support.

Some of the concerns they have identified include:

- Increased traffic and hazardous conditions, particularly south of Salinas to Chualar;
- Increased traffic accidents and near misses;
- Amtrak vs. vehicle accidents;

CITY COUNCIL

CONSIDERATION OF RESOLUTION IN SUPPORT OF THE SOUTH OF SALINAS US 101 TRAFFIC SAFETY ALLIANCE EFFORTS TO IMPROVE TRAFFIC SAFETY ALONG THE US 101 CORRIDOR SOUTH OF SALINAS

OCTOBER 8, 2019

PAGE 2 OF 3

- Delays;
- Traffic diversion onto County roads; and
- Roadways in disrepair.

They have identified a few specific areas of concern they are focusing on, which include:

- Speeding,
- DUIs; and
- Unlicensed drivers.

California Highway Patrol (CHP) is planning to provide outreach and education with their "El Protector" program. The Alliance is encouraging cities to work together with CHP to promote this education and outreach.

COST ANALYSIS:

There is no cost to the City to adopt the Resolution of support. The majority of items they discussed appear to be relatively low-cost measures that would not require City funding. The most significant cost measure would be construction of frontage roads, but at this time would not likely compete with any project funding the City is pursuing.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolution;
2. Modify and adopt the Resolution;
3. Request additional information;
4. Do not adopt the Resolution; or
5. Provide staff other direction.

**CITY COUNCIL
CONSIDERATION OF RESOLUTION IN SUPPORT OF THE SOUTH OF
SALINAS US 101 TRAFFIC SAFETY ALLIANCE EFFORTS TO IMPROVE
TRAFFIC SAFETY ALONG THE US 101 CORRIDOR SOUTH OF SALINAS
OCTOBER 8, 2019
PAGE 3 OF 3**

Exhibits:

1. List of Pledges of Support

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING IN SUPPORT OF THE SOUTH OF SALINAS US 101 TRAFFIC SAFETY ALLIANCE EFFORTS TO IMPROVE TRAFFIC SAFETY ALONG THE US 101 CORRIDOR SOUTH OF SALINAS

WHEREAS, motorists encounter hazardous conditions along the US 101 corridor south of Salinas and adjacent County roadways due to uncontrolled cross traffic, vehicles exiting and entering the highway into and out of the fast lanes; and

WHEREAS, the South of Salinas US 101 Traffic Safety Alliance has been established to promote coordination with community and local, state and federal leaders to identify and implement long-term solutions aimed at keeping motorists safe along the US 101 corridor south of Salinas, while also supporting intrastate and interstate trade and commerce; and

WHEREAS, the South of Salinas US 101 Traffic Safety Alliance is working to address concerns resulting from increased traffic and hazardous conditions and traffic diversion from Highway 101 onto County roads in South Monterey County; and

WHEREAS, the South of Salinas US 101 Traffic Safety Alliance is working with the California Highway Patrol (CHP) to promote the “El Protecto” program to increase safe driving on the US 101 south of Salinas.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of King hereby supports the efforts of the South of Salinas US 101 Traffic Safety Alliance, the CHP “El Protecto” program, and improvements to the US 101 corridor south of Salinas that will improve traffic safety, mobility and commerce.

This resolution was passed and adopted this 8th day of **October, 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

Pledges of Support for our Mission:

- California Transportation Commission
- CalTRANS District 5
- California Highway Patrol Monterey Area Office
- Monterey County Dept of Public Works
- California Assemblymember Robert Rivas
- Monterey County Sheriff Steve Bernal
- Monterey County District 1 Supervisor Luis Alejo
- Monterey County District 2 Supervisor John Phillips
- Monterey County District 3 Supervisor Chris Lopez
- Monterey County District 4 Supervisor Jane Parker
- Monterey County District 5 Supervisor Mary Adams
- Transportation Agency of Monterey County
- Monterey County Farm Bureau Board of Directors
- Grower-Shipper Association of Central California Board of Directors
- Monterey County Regional Fire Protection District
- City Council, City of Gonzales
- Monterey County Vintners & Growers Board of Directors
- Monterey County Agricultural Commissioner
- Natividad Medical Center

THANK YOU!

**REPORT TO THE CITY COUNCIL**

DATE: OCTOBER 8, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF DIRECTION REGARDING COMMUNITY SIGNS WITHIN THE PUBLIC RIGHT-OF-WAY

RECOMMENDATION:

Staff is requesting direction from the City Council regarding community signs within the right-of-way.

BACKGROUND:

Municipal Code Section 17.55.080 (B) allows the Community Development Director to install temporary local community signs for events up to a maximum duration of seven (7) days. Municipal Code Section 17.55.080 states,

- “(B) Temporary local Community signs may be approved by the director or designee without a sign permit for events up to a maximum duration of seven (7) days.*
- (i) Size. The sizes shall be no larger than twenty (20) square feet.*
 - (ii) Location. Signs shall be positioned so they do not obstruct visual line of sight or endanger members of the public.*
 - (iii) Affixed to Ground/Structure. Signs shall be safely installed so they do not blow away, fall over, or create a risk to public safety.”*

Municipal Code Section 17.55.080 (c) (2) requires an encroachment permit when a sign is within the public right-of-way.

This section states:

- “(2) No sign shall project over public property, or the public right-of-way, except where the city has granted an encroachment permit in addition to a sign permit.”*

**CITY COUNCIL
OCTOBER 8, 2019
CONSIDERATION OF DIRECTION REGARDING COMMUNITY SIGNS
PAGE 2 OF 4**

The City recently received a request from Saint John The Baptist Catholic Church for permission to place temporary signs throughout the city for the Annual Parish Dinner.

The request includes placing eight (8) signs approximately 3 x 5 plywood signs at various locations in the city for a period of approximately 4 weeks. Such signs have not been allowed in the past. Therefore, staff is concerned about granting permission for any signs without overall Council policy direction since any decisions will set a precedent.

DISCUSSION:

The primary issue involved with this item is that the City can create reasonable time, place, Manner, and safety restrictions for signs that are allowed in the public right-of-way, but legally cannot discriminate in decisions regarding content to allow signs for one group and not another. Safety standards can regulate the size, graphics and location of the sign to ensure they do not create visual obstructions or distractions to motorvehicles. Also, they can be designed to ensure pedestrian right-of-ways are not blocked or that the signs do not create a tripping hazard.

While the City would like to support community organizations and events, the prohibition on content regulation may place the City in a difficult position in the future if a group or event that members of the community do not support and/or find offensive want to promote an activity in the public right-of-way. It becomes even more complicated when considering issues of political, real estate, and garage sale signs. An additional consideration is the tremendous efforts undertaken towards beautification of the City and its public right-of-ways. On the other hand, not allowing any signs may create issues involving organizations that have traditionally placed signs in the right-of-way, but no enforcement has occurred in the past.

Therefore, staff is requesting overall policy direction when, where and if to allow community signs in the public right-of-way. Some potential locations where signs might be allowed include:

- 1) Vacant lot at Vanderhurst Avenue and Broadway Street
- 2) Fence in front of skate park at San Antonio Park
- 3) Other park sites
- 4) Landscape strip on Canal Street south of Division Street

A second issue is how to treat requests to place signs on private property. One option would be to consider those community signs and offsite signs and restrict them on private property to 7 days. A second option would be to treat them like temporary banners, in which they could be up longer and with the permission of the property

**CITY COUNCIL
OCTOBER 8, 2019
CONSIDERATION OF DIRECTION REGARDING COMMUNITY SIGNS
PAGE 3 OF 4**

owner. Under this option, they would simply be treated as a temporary sign of the property owner.

ENVIRONMENTAL REVIEW:

At this time staff is seeking direction only from Council; and as such, this 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. Further, seeking direction does not authorize any specific development or installation on any specific piece of property within the City's boundaries.

COST ANALYSIS:

The primary potential cost impact of this action would be staff costs associated with reviewing and approving requests and related issues.

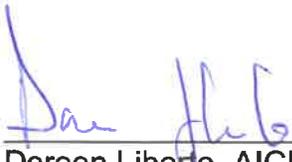
ALTERNATIVES:

The following recommendations are provided for City Council consideration:

1. Direct staff to modify the Ordinance to not allow signs in the public right-of-way, but only enforce on a complaint basis, and allow them on private property and treat them consistent with other temporary sign regulations;
2. Allow only signs on public property that are events sponsored or conducted by the City and allow signs on private property consistent with temporary sign regulations;
3. Allow community signs at limited select locations;
4. Allow community signs at the vacant lot on Vanderhurst Avenue and Broadway Street only at this time until the property is developed, at which time no signs will be allowed in the public right-of-way;
5. Do not allow community signs in the public right-of-way and limit signs on private property to 7 days;
6. Request additional information; or
7. Provide staff other direction.

Exhibits:

Exhibit 1: Municipal Code Sections 17.55.080.

Submitted by: 

Doreen Liberto, AICP, Community Development Director

**CITY COUNCIL
OCTOBER 8, 2019
CONSIDERATION OF DIRECTION REGARDING COMMUNITY SIGNS
PAGE 4 OF 4**

Approved by: 
Steven Adams, City Manager

King City Municipal Code

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Title 17 ZONING

Chapter 17.55 SIGNS

17.55.080 General requirements for determining sign area, height, location and sign design.

(a) Determining Sign Area. The measurement of sign area to determine compliance with the sign area limitations of this chapter shall be regulated as follows:

(1) Surface Area. The surface area of a sign shall be calculated by enclosing the extreme limits of all framing, emblem, logo, representation, writing, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines. Individual letters applied to or painted directly on the building wall surface are determined by the dimension of the outer edges of the applied letters or numbers. (See Figure 14)

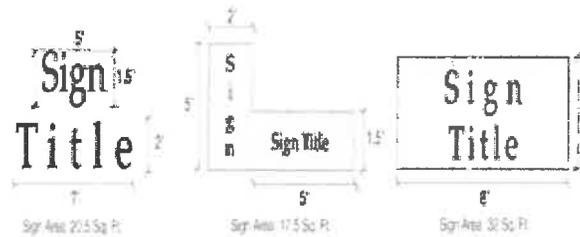


Figure 14 Surface Area Sample Calculation for Channel-Letter Signs Applied to Building Wall and Signs Within a Box or Sign Panel

(2) Sign Structure. Supporting bracing or framework that is clearly incidental to the display itself shall not be computed as sign area.

(3) Double-Sided Signs. For double-sided signs which have two separate sign faces one hundred eighty degrees in opposite directions (such as monument and projecting signs), the sign shall be computed with the total area of only one side of the sign. Individual signs composed of more than one sign face shall be computed as including only the maximum single display surface that is visible from any ground position at one time.

(4) Three-Dimensional Objects. Where a sign consists of one or more three-dimensional objects (e.g., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area shall be measured at their maximum projection upon a vertical plane. (See Figure 15)



Figure 15 Three-Dimensional Objects as Signs

(5) Lighted Panels and Tube Lighting. Permanently installed illuminated panels, visible tubing (such as neon-lighting or light-emitting diode (LED) lighting), and strings of lights outlining all or a portion of a structure shall be deemed "signs" subject to this chapter and shall be counted as part of the allowed sign area.

(6) Time and/or Temperature Device. The area of any time and/or temperature device incorporated into a sign shall not be included in the calculation of total sign area.

(b) Determining Sign Height Measurement, Freestanding Signs. The height of a freestanding sign shall be computed as the vertical distance from the ground point of the base of the sign at center of the sign at existing grade, to the top of the highest attached component of the sign. (See Figure 16)

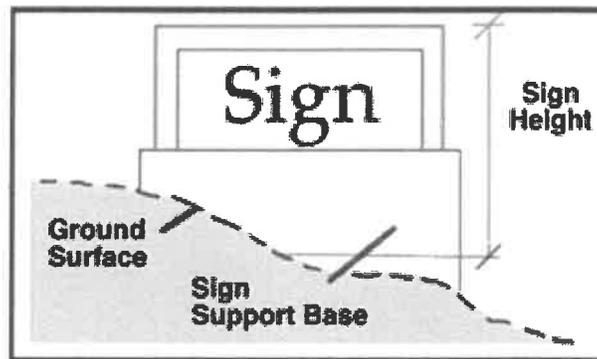


Figure 16 Sign Height Measurement, Freestanding Monument Sign

(c) Sign Location Requirements. Each sign shall be located in compliance with the following requirements, and all other applicable provisions of this chapter.

(1) Each sign shall be located on the same site as the subject of the sign as specified in Section 17.55.090 Table 1, except as otherwise allowed by Section 17.55.100 for a specific sign type.

(2) No sign shall project over public property, or the public right-of-way, except where the city has granted an encroachment permit in addition to a sign permit.

(3) No sign shall be placed so as to interfere with the operation of a door or window or otherwise cause a hazard to the public.

(d) Private Signs Placed Within the Public Right-of-Way.

(1) No private sign shall be allowed in the public right-of-way except for the following:

(A) Projecting signs that comply with Section 17.55.100(i) (Projecting signs). An encroachment permit shall be required.

(B) Temporary local community signs may be approved by the director or designee without a sign permit for events up to a maximum duration of seven days.

(i) Size. The sizes shall be no larger than twenty square feet.

(ii) Location. Signs shall be positioned so they do not obstruct visual line of sight or endanger members of the public.

(iii) Affixed to Ground/Structure. Signs shall be safely installed so they do not blow away, fall over, or create a risk to public safety.

(2) Any sign installed or placed within the public right-of-way other than in compliance with this chapter shall be forfeited to the public and be subject to confiscation.

(3) The city shall have the right to recover from the owner, or person placing the sign, the full costs related to the removal and disposal of the sign.

(4) A sign permit shall not be required for public city signs placed within the public right-of-way.

(e) Sign Materials, Colors, Construction and Maintenance. All signs shall be designed, constructed and continuously maintained in compliance with the following standards:

(1) Compliance with Applicable Provisions. All signs shall comply with the applicable provisions of the King City Municipal Code, including those code adopted by reference therein, and any other applicable city ordinances, resolutions, or regulations.

(2) **Permanent Materials and Attachment.** Except for banners, flags, temporary signs, and window signs conforming with the requirements of this chapter, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

(3) **Color.** Colors of sign background face and structural members should be harmonious with one another and relate to the dominant colors of the building structures on the site. Bright letters and/or backgrounds (such as use of bright yellow, bright red and bright orange) are discouraged and shall be minimally used within the Historic Corridor Revitalization Plan area.

(4) **Design and Construction.**

(A) All permanent signs shall be designed and constructed by persons knowledgeable in design and construction of signs.

(B) No sign shall include reflective material.

(C) Materials for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.

(D) The use of individual letters incorporated into the building design is encouraged.

(f) **Copy Design Guidelines.** The city does not regulate the message content (copy) of signs; however, the following are principles of copy design and layout that can enhance the readability and attractiveness of signs. Copy design and layout consistent with these principles is encouraged, but not required.

(1) Sign copy should relate only to the name and/or nature of the business or commercial center.

(2) Permanent signs that advertise continuous sales, special prices, or include phone numbers, etc., shall be avoided.

(3) Freestanding signs shall contain the street address of the parcel or the range of addresses for a multi-tenant center.

(g) **Sign Lighting.** Sign lighting shall be designed to minimize light and glare on the surrounding rights-of-way and properties.

(1) External and internal lighting in the case of translucent signs, shall ensure that light sources shall be directed and shielded so that they do not produce glare off the site, on any object other than the sign. Internally lit signs are discouraged within the Downtown Historic area pursuant to the Historic Corridor Revitalization Plan.

(2) Sign illumination shall not blink, flash, flutter, or change light intensity, brightness, or color.

(3) Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.

(4) Neither the direct nor reflected light from primary lighting sources shall create hazards for pedestrians or operators of motor vehicles.

(5) Light sources shall utilize energy efficient bulbs and/or illumination fixtures. Indirect lighting which is primarily for illuminating architectural features or landscaping is not included in sign area.

(h) **Maintenance of Signs.**

(1) Each sign and supporting hardware, including temporary signs, shall be maintained in good repair and functioning properly at all times.

(2) Any repair to a sign shall be of materials and design of equal or better quality as the original sign.

(3) A sign that is not properly maintained and is dilapidated shall be deemed a public nuisance, and may be abated in compliance with the King City Municipal Code.

(4) When an existing sign is removed or replaced, all brackets, poles, and other supports that are no longer required shall be removed. (Ord. 747 § 3, 2017)

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