AGENDA

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

TUESDAY DECEMBER 10, 2019
6:00 P.M.

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

Spanish interpretation services will be available at meeting

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

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

1. CALL TO ORDER

2. ROLL CALL: Council Members Darlene Acosta, Robert Cullen, Carlos DeLeon, Mayor Pro Tem Carlos Victoria, and Mayor Mike LeBarre

3. FLAG SALUTE

4. CLOSED SESSION ANNOUNCEMENTS

5. SPECIAL PRESENTATIONS

None

6. PUBLIC COMMENT

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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 Items withdrawn from the Consent Agenda may be considered by separate motions at the conclusion of the discussion of each item.

A. Meeting Minutes of November 26, 2019 Council Meeting
Recommendation: approve and file.

B. City of King Check Register October 12 thru November 30, 2019
Recommendation: receive and file.

C. City of King Successor Agency Check Register November 18, 2019
Recommendation: receive and file.

D. Consideration: King City Community Power Renewable Energy Purchase
Recommendation: adopt a Resolution approving the minimum percentage of renewable energy sources purchased by King City Community Power (KCCP) to 35% of its energy portfolio for 2020.

E. Consideration: Rescoping of Services by Kimley-Horn for Design Services of Proposed Roundabout and Authorize the Environmental Documents to be Prepared by Earth Design Inc.
Recommendation: 1) approve the rescoping of services prepared by Kimley-Horn for design services; 2) approve the scope of services prepared by Earth Design/Doug Wood for environmental services; and 3) authorize the City Manager to execute all necessary documents and contract amendments not to exceed 10% of the contract amount.

F. Consideration: Mustang Court Subdivision Final Tract Map Conformance and Acceptance of Easements
Recommendation: 1) affirm the action of the Planning Commission of December 3, 2019 determining that Mustang Court Subdivision Final Map is in substantial conformance with the approved Vesting Tentative Map; 2) authorize and direct the Planning Commission Secretary to certify the Final Tract Map as in substantial conformance with the approved Vesting Tentative Map; 3) authorize the City Engineer to execute the Mustang Court Subdivision Final Map and 4) accept on behalf of the public, the easements offered for dedication.

G. Consideration: Award of Contract for the Creek Bridge Soccer Field Sod Installation Project
Recommendation: 1) award a contractor services agreement for the Creek Bridge Soccer Park Sod Installation project to Greenfield Turf, Inc. in the amount $52,693.63; 2) authorize the City Manager to execute the agreement and make non-substantive changes as necessary in a form approved by the City Attorney; and 3) appropriate $65,000 for the overall Soccer Park Renovation project.

H. Consideration: City of King FY 2017-2018 AB 1600 Annual Impact Fee Report
Recommendation: adopt a Resolution receiving and accepting the FY 2017-2018 AB 1600 Annual Impact Fee Report.

I. Consideration: Mesa Del Rey Airport Ground Lease with Rava Business Park, Inc.
Recommendation: 1) adopt a Resolution approving a ground lease with Rava Business Park, Inc. for use of land adjacent to the business park for aviation access and purposes; and 2) authorize the City Manager to execute the lease and make any non-substantive changes necessary in a form approved by the City Attorney.

J. Consideration: Consultant Services Agreement for Downtown Plaza Design
Recommendation: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with RRM Design Group to prepare final design for the Downtown Plaza project; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

A. Consideration: Changes to the Sponsorship and Coordination of the Spring 2020 Youth Soccer Program
Recommendation: 1) approve by motion the termination of the agreement with the South County YMCA to provide Spring and Fall Youth Soccer programs in King City; and 2) direct staff to resume the City sponsored Youth Soccer program beginning in spring 2020.

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.

13. ADJOURNMENT

City Council Meeting
November 26, 2019

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

Council member Darlene Acosta is absent.

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

4. CLOSED SESSION ANNOUNCEMENTS:

None

5. PRESENTATIONS:

None

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated nothing to report.

Mayor Pro Tem Victoria stated nothing to report.

Council Member Cullen stated he and the Mayor attended a meeting for cannabis. He and the Mayor will be attending the annual conference in Las Vegas as well for cannabis. He feels this will be good exposure for King City.

Mayor LeBarre stated he was just reading how San Francisco went to 10% and companies are looking for other places to go. He wanted to invite everyone groundbreaking for the expansion of the King City Education Center on Thursday, December 5, 2019 between 10 a.m. - 12 p.m. He had his meeting with Assembly member Rivas. He will be meeting with Senator Caballero in December.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated slurry seal was finished. Street stripping is happening currently. Repairing the streets is being delayed and will probably be postponed and be brought back in the spring.

City Attorney Michelle Sassano filling in for Roy Santos in his absence this meeting.

9. CONSENT AGENDA

A. Meeting Minutes of November 12, 2019 Council Meeting
B. City of King November 2 thru November 18, 2019 Check Register
C. City of King Successor Agency November 18, 2019 Check Register
D. City of King KCCP Payments through October 2019
E. An Ordinance of the City Council of the City of King Amending Title 12, Chapters 12.04 and 12.08 of the King City Municipal Code Adopting the 2019 California Building and Fire Codes
F. Consideration: Resolution of the City Council of the City of King Approving Angled Parking on Streets Adjacent to the Historic Downtown Area
G. Consideration: Agreement with Hinderliter De Llamas Companies for Cannabis Permit Management Services
H. Consideration: Independent Contractor Agreement for Services to Assist with Wind and Solar Projects
I. Consideration: Resolution Authorizing the City Manager Submittal of an Application, Acceptance of Funds and Execution of Grant Agreement with the Federal Aviation Administration for Airport Improvement Program

Council member Cullen pulled item F.

Deputy City Clerk Sonne explained the there were correction to the minutes as the wording for the public hearing was in the regular business. No wording changed it just need to be in the correct location in the minutes.

Action: Motion to approve consent agenda items A-E and G-I with corrections by Victoria and seconded by DeLeon.

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

Council member Cullen recused himself for item F as he owns property around the area of this item.

Action: Motion to approve consent agenda item F by Victoria and seconded by DeLeon.

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

Council member Cullen returned to the meeting.

10. PUBLIC HEARINGS:

A. Consideration: Community Development Block Grant (CGBG) Process and Funding Goals

City Manager Adams introduced this item.

Mayor LeBarre opened the public hearing, Mayor LeBarre read the title into the record.

Mayor LeBarre has had several members of the public come to him with concerns on the sidewalks being in disrepair.

Mayor LeBarre closed public hearing.

Action: Motion to conduct the first reading of an Ordinance, direct staff to prepare for Council consideration a CDBG application requesting up to $3,500,000; and schedule the second Public Hearing for the January 28, 2020 meeting by Victoria and seconded by DeLeon.

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

11. REGULAR BUSINESS:

A. Consideration: Park Naming Agreement for Creek Bridge Soccer Park

City Manager Adams introduced this item.
Council member Cullen wanted to know if the Parks and Recreation Commission has thought of doing the pickets like at Forden Park.

Kathy Miller, Aera representative stated that they are so impressed with how King City has turned itself around and is so business friendly.

Action: Motion to approve a park naming agreement with Aera Energy, LLC. for sponsorship of renovation of the Creek Bridge Soccer Park by DeLeon and seconded by Cullen.

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

B. Consideration: Adjustment to Cannabis Tax Rates

City Manager Adams introduced this item.

Brett Saunders supports the change in cultivation tax, and the CPI is the price of doing business, so he supports the changes.

Action: Motion to 1) adopt a Resolution reducing the tax rate of cannabis cultivation to $9.75 per square foot; and 2) adopt a Resolution increasing the tax rate for cannabis manufacturing and testing by CPI (3.9%) effective January 1, 2020 by Cullen and seconded by Victoria.

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

ABSENT: Council Members: Acosta,
ABSTAIN: Council Members:

12. CITY COUNCIL CLOSED SESSION

None

ADJOURNMENT:

Mayor LeBarre adjourned the meeting to closed session reading in the title of closed session 6:34p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **MIKE HOWARD, FINANCE DIRECTOR**

RE: **CONSIDERATION OF CITY OF KING CHECK REGISTER OCTOBER 12 THRU NOVEMBER 30, 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.

Exhibits:
1. Check Register Report

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Check Register Report

October 12 - November

Date: 12/03/2019
Time: 9:44 am
Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
62886	10/18/2019	Printed		A & G PUMP	A & G PUMPING, INC	Toilet Rental Restrooms,	296.13
62887	10/18/2019	Printed		A T T	A T & T	Internet - #139650003	75.00
62888	10/18/2019	Printed		AT&T-GA	A T & T	Telephone - #051 932-4080 001	13.35
62889	10/18/2019	Printed		ADAMS	ADAMS ASHBY GROUP, LLC	CDBG Grant Administration	1,050.00
62890	10/18/2019	Printed		DDAB	ADAN CELEDON	Repair of Vehicle - #101	1,802.33
62891	10/18/2019	Void	10/18/2019			Void Check	0.00
62892	10/18/2019	Void	10/18/2019			Void Check	0.00
62893	10/18/2019	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Broadway Landscape	1,547.01
62894	10/18/2019	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Fire Dept Computer	19.02
62895	10/18/2019	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Wax Floor @ Rec Center.	1,348.07
62896	10/18/2019	Void	10/18/2019			Void Check	0.00
62897	10/18/2019	Void	10/18/2019			Void Check	0.00
62898	10/18/2019	Void	10/18/2019			Void Check	0.00
62899	10/18/2019	Printed		HANNA	ASSOCIATED ENGINEERING-SURVEY	325 Airport King City Farms.	23,029.00
62900	10/18/2019	Printed		BIG VALLEY	BIG VALLEY LABOR, LLC	Clean up 1st Street	891.80
62901	10/18/2019	Printed		CARMEL FIR	ART BLACK	Fire Underground &	2,050.00
62902	10/18/2019	Printed		COASTL	COASTLINE MARKETING GROUP INC	Websight Maint.	125.00
62903	10/18/2019	Printed		CSGCON	CSG CONSULTANTS INC	Code enforcement	24,810.00
62904	10/18/2019	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Inspection on	85.00
62905	10/18/2019	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Finger Prints	321.00
62906	10/18/2019	Printed		FED EXP	FEDEX	Checks Back to Attorney for	132.26
62907	10/18/2019	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Cement for Stop Signs @	630.28
62908	10/18/2019	Printed		FASHION	YSAURO GONZALES	Dry Clean - Animal Control	139.00
62909	10/18/2019	Printed		GREEN L	GREEN LINE	Hot Spot Cleaning	1,540.00
62910	10/18/2019	Printed		HYDRO TURF	HYDRO TURF, INC.	Irrigation Supply for	1,742.18
62911	10/18/2019	Printed		TIRE KING	JOSE RODRIGUEZ	Repair Flat - Ford F-150	2,478.75
62912	10/18/2019	Printed		KENSTEV	STEVE KENNEDY	Reimbursement for Helium Tank.	32.75
62913	10/18/2019	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Advertise - Coffee with a Cop.	100.00
62914	10/18/2019	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Street Work.	81.53
62915	10/18/2019	Printed		LA HEARNE	L.A. HEARNE COMPANY	Pool Supply	398.03
62916	10/18/2019	Printed		LINCOLN	LINCOLN AQUATICS	Pool Supply	26.68
62917	10/18/2019	Printed		MOCO TAX	MONTEREY COUNTY TAX COLLECTOR	Property Taxes - 19-20	11,889.52
62918	10/18/2019	Printed		NATMC	NATIVIDAD MEDICAL CENTER	Blood Alcohol Testing	31.00
62919	10/18/2019	Printed		NEWSV	NEW SV MEDIA, INC	Hemp Ordinance Repealing	1,699.25
62920	10/18/2019	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Radiator Cap -	5.54
62921	10/18/2019	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	1,868.72
62922	10/18/2019	Printed		OWENE	OWEN EQUIPMENT COMPANY	Gutter Motor for Old	840.78
62923	10/18/2019	Printed		PACIFIC CR	PACIFIC CREST ENGINEERING INC.	Semi Annual Monitoring	4,950.00
62924	10/18/2019	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Acetone for Cleaning Equipment	187.73
62925	10/18/2019	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - City Hall	35.95
62926	10/18/2019	Printed		PAC	PG&E	Electricity - #2351260399-6	93.33
62927	10/18/2019	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet	30.90
62928	10/18/2019	Printed		OFFICETEAM	ROBERT HALF INTERNATIONAL INC.	HR Services	4,567.50
62929	10/18/2019	Printed		REPATT	RUSSELL E. PATTERSON	Exercise & Training	3,310.50
62930	10/18/2019	Printed		SALVALP	S & L INVESTMENT	Ballistic Vest - Capt Boyd.	1,048.80
62931	10/18/2019	Printed		SMITH'S	SMITH'S FAMILY OF COMPANIES	Exterminator - Creekbridge	910.00
62932	10/18/2019	Printed		GEORGE L M	SO MO CO MEMORIAL HOSPITAL	Draw of Blood	64.00
62933	10/18/2019	Printed		SVSCLIENT	SOCIAL VOCATIONAL SERVICES	Car Wash & Janitorial.	985.00
62934	10/18/2019	Printed		SOUTHLAND	SOUTHLAND MEDICAL LLC	Gloves for Patrol Cars	237.13
62935	10/18/2019	Printed		VALSA	TAVIT & ARAM KARABETYAN PARTNE	Asphalt Tamper	2,294.20

Check Register Report

October 12 - November

Date: 12/03/2019
Time: 9:44 am
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KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
62936	10/18/2019	Printed		SAL CAL	THE SALINAS CALIFORNIAN #1078	Ordinances (2) Public Hearing	514.03
62937	10/18/2019	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Vet Services	3,520.00
62938	10/18/2019	Printed		TORO	TORO PETROLEUM CORP.	oil for Pumps - WWP	2,226.47
62939	10/18/2019	Printed		TULARE	TULARE COUNTY JAIL INDUSTRIES	Graphics for Patrol 101	350.19
62940	10/18/2019	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #2065	2,355.19
62941	10/18/2019	Printed		UNIRENT	UNITED RENTALS	Scissor Lift for Pocket Park.	155.31
62942	10/18/2019	Printed		SOILSERV	WILBUR-ELLIS COMPANY	Herbiside Weed Killer.	1,024.97
62943	10/25/2019	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Tool set for Carla.	385.39
62944	10/25/2019	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - Airports	6,981.98
62945	10/25/2019	Printed		AT & T	AT & T	Telephone -#960 739-3158 555 0	307.62
62946	10/25/2019	Printed		CHARTER CC	CHARTER COMMUNICATIONS	Internet - Rec Center.	149.96
62947	10/25/2019	Printed		SOLEDAD	CITY OF SOLEDAD	Tourism Program.	784.41
62948	10/25/2019	Printed		DOMAIN	DOMAIN LISTINGS	Annual Domain Listing.	228.00
62949	10/25/2019	Printed		FEHR	FEHR & PEERS	Local Road Safety Plan.	4,724.60
62950	10/25/2019	Printed		XTEL	LS DE LLC	Phone Service	1,016.46
62951	10/25/2019	Printed		OFFICE DEP	OFFICE DEPOT	Ergonomics	1,326.09
62952	10/25/2019	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Truck #30	63.24
62953	10/25/2019	Printed		QUILL CORP	QUILL CORPORATION	Name Plate - A Wasson	92.19
62954	10/25/2019	Printed		OFFICETEAM	ROBERT HALF INTERNATIONAL INC.	HR Manager Services	2,299.50
62955	10/25/2019	Printed		RODJUAN	JUAN RODRIGUEZ	Interviewing Techniques.	225.00
62956	10/25/2019	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design.	7,634.75
62957	10/25/2019	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier.	263.07
62958	10/25/2019	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phone -	200.80
62960	11/01/2019	Printed		A T T	A T & T	Telephone - #139650003	89.50
62961	11/01/2019	Printed		ACOSTAD	DARLENE ACOSTA	Transformations Conference.	297.37
62962	11/01/2019	Void	11/01/2019			Void Check	0.00
62963	11/01/2019	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Padlock	1,900.89
62964	11/01/2019	Printed		ALLIANT	ALLIANT INSURANCE SERVICES INC	Vehicle Ins Adjustment.	362.00
62965	11/01/2019	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	December 2019 IT Services	3,403.50
62966	11/01/2019	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial for Parks &	445.90
62967	11/01/2019	Printed		AT&T - C	AT&T	911 Line - #9391036550	19.94
62968	11/01/2019	Printed		AT&T - C	AT&T	KCPD Line - #9391048339	21.32
62969	11/01/2019	Printed		BOYDK	KEITH BOYD	Dry Cleaning Services.	58.08
62970	11/01/2019	Printed		CAFIREPRO	CALIFORNIA FIRE PROTECTION INC	Business License Overpayment	34.00
62971	11/01/2019	Printed		CAROLLO	CAROLLO ENGINEERS, INC	Recycled Water Feasibility	794.41
62972	11/01/2019	Printed		CHRISP COM	CHRISP COMPANY	Business License Overpayment	82.00
62973	11/01/2019	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Inspect Fuel Pumps	85.00
62974	11/01/2019	Printed		FIRST AL	FIRST ALARM, INC	Fire Alarm Check.	364.62
62975	11/01/2019	Printed		INDUSTRIAL	INDUSTRIAL CHEM LABS INC.	Lift Station Cleaner	168.38
62976	11/01/2019	Printed		INDPUM	INDUSTRIAL PUMP SHOP, INC.	Golf Course Irrigation	32,717.22
62977	11/01/2019	Printed		TIRE KING	JOSE RODRIGUEZ	Car Wash	895.60
62978	11/01/2019	Printed		KEYEVID	KEY EVIDENCE LOCK & SAFE INC.	Exit Door Repair-Cyber Key	1,490.91
62979	11/01/2019	Printed		LAPLAZA	JESSE AND EVAN, INC	Sweet Bread	42.00
62980	11/01/2019	Printed		LEXIPOL LL	LEXIPOL LLC	LE Update Management Service	3,350.00
62981	11/01/2019	Printed		MASTERSON	ROBERT MASTERSON	Reimbursement for Hotel	840.81
62982	11/01/2019	Printed		MERCURIOD	DOMINIC MERCURIO	Gang School - 9/23/19	142.68
62983	11/01/2019	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	Criminal Justice Info System.	11,920.41
62984	11/01/2019	Printed		MOTOROLA,	MOTOROLA, INC.	Radios - 678-0024471-000	33,817.81
62985	11/01/2019	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	127.24
62986	11/01/2019	Printed		ORTIZ'S TR	ORTIZ'S TREE SERVICE	Tree Removal and Stump.	300.00
62987	11/01/2019	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Paint Spray Gun.	300.87
62988	11/01/2019	Printed		PETTY CASH	PETTY CASH-CITY HALL	Replenish Petty Cash	284.52

Check Register Report

October 12 - November

Date: 12/03/2019
Time: 9:44 am
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KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
62989	11/01/2019	Printed		PAC	PG&E	Electricity & Gas -	21,120.04
62990	11/01/2019	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage	206.45
62991	11/01/2019	Printed		OFFICETEAM	ROBERT HALF INTERNATIONAL INC.	HR Manager Services	4,803.75
62992	11/01/2019	Printed		TORO	TORO PETROLEUM CORP.	Fuel - Acct #6835	3,232.42
62993	11/01/2019	Printed		TRI	TRI-COUNTY FIRE PROTECTION INC	Fire Extinguisher Check	186.99
62994	11/01/2019	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract - 1152697	244.08
62995	11/01/2019	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - 4772	6,108.42
62996	11/01/2019	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones - #842068026-00001	886.29
62997	11/01/2019	Printed		WM J. CLAR	WM J. CLARK TRUCKING SVC, INC.	Water Delivery to Golf	1,155.00
62998	11/08/2019	Printed		GREENEREN'	GREENER ENVIRONMENTS INC	RIVERVIEW GARDENS IRR & LAND	42,592.00
62999	11/18/2019	Printed		2NDNALLC	2ND NATURE LLC	Trash Plan - Field Support	1,967.50
63000	11/18/2019	Printed		A & G PUMP	A & G PUMPING, INC	Cleaning Boxes	812.50
63001	11/18/2019	Printed		AT&T-GA	A T & T	Telephone - #051 932-4080 001	14.80
63002	11/18/2019	Printed		ADAMS	ADAMS ASHBY GROUP, LLC	CDBG Administration	840.00
63003	11/18/2019	Printed		ADAMSS	STEVEN ADAMS	Mileage - Disaster Training	35.38
63004	11/18/2019	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Key Lock Range.	641.26
63005	11/18/2019	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - General	16,491.65
63006	11/18/2019	Printed		ALVAREZL	ALVAREZ TECHNOLOGY GROUP -	Business Computers.	1,430.59
63007	11/18/2019	Printed		AM SUPPLY	AMERICAN SUPPLY CO.	Janitorial Suppy	924.61
63008	11/18/2019	Void	11/18/2019			Void Check	0.00
63009	11/18/2019	Void	11/18/2019			Void Check	0.00
63010	11/18/2019	Printed		HANNA	ASSOCIATED ENGINEERING-SURVEY	King City Local Road	38,750.50
63011	11/18/2019	Printed		AT & T	AT & T	Telephone -	262.82
63012	11/18/2019	Printed		AT&T - C	AT&T	KCPD Line - #9391048339	41.82
63013	11/18/2019	Printed		AT&T - C	AT&T	911 Line - #9391036550	19.94
63014	11/18/2019	Printed		BENSON	RICHARD A. BENSON PLUMBING	Plugged Toilet - City Hall	74.00
63015	11/18/2019	Printed		CAL-WESTL	CAL-WEST LIGHTING AND	Repair Vehicle Sensor on	685.61
63016	11/18/2019	Printed		CDTFADMIN	CALIFORNIA DEPT OF TAX AND	Voter Approval	4,097.17
63017	11/18/2019	Printed		CA POLICE	CALIFORNIA POLICE CHIEFS ASSOC	Cpt Training.	125.00
63018	11/18/2019	Printed		CASEY PRIN	CASEY PRINTING, INC.	Youth Violence Plan	3,424.21
63019	11/18/2019	Printed		CHARTER CC	CHARTER COMMUNICATIONS	Internet -	74.98
63020	11/18/2019	Printed		GONZALES	CITY OF GONZALES	Diversion Program	30,000.00
63021	11/18/2019	Printed		COASTL	COASTLINE MARKETING GROUP INC	Website Maint.	125.00
63022	11/18/2019	Printed		CONATSER	CONATSER WELDING & MACHINE,LLC	Repairs on Edger.	80.00
63023	11/18/2019	Printed		COOFTULARE	COUNTY OF TULARE -	New Comm for Patrol	3,950.36
63024	11/18/2019	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprints.	270.00
63025	11/18/2019	Void	11/18/2019			Void Check	0.00
63026	11/18/2019	Printed		EARTH DESI	EARTH DESIGN, INC.	Sub Consultant - D Wood and	31,710.23
63027	11/18/2019	Printed		EIKHOF	EIKHOF DESIGN GROUP INC	P W Special Project	4,500.00
63028	11/18/2019	Printed		FASHION	YSAURO GONZALES	Table Cloths Dry Cleaning.	44.40
63029	11/18/2019	Printed		GREEN'S	GREEN'S ACCOUNTING	Financial and Accounting	26,472.45
63030	11/18/2019	Printed		HDLCO	HDL COREN & CONE	Property Tax Admin	1,250.00
63031	11/18/2019	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Cannabis Background Checks.	300.00
63032	11/18/2019	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	AIP 2018 Lighting Const.	6,192.00
63033	11/18/2019	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	PPE Supply	886.89
63034	11/18/2019	Printed		KSSTATE	KS STATEBANK	Street Sweeper Pmt.	9,649.12
63035	11/18/2019	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Copy Machine Contract	897.64
63036	11/18/2019	Printed		OFFICE DEP	OFFICE DEPOT	Office Supply	400.32
63037	11/18/2019	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - City Hall	82.20

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Date: 12/03/2019
Time: 9:44 am
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KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63038	11/18/2019	Printed		PAC	PG&E	Electricity - #2351260399-6	180.66
63039	11/18/2019	Printed		PBGFS	PITNEY BOWES GLOBAL	Postage Machine Lease.	441.57
63040	11/18/2019	Printed		PRINTING	PRINTING SYSTEMS INC.	A/P checks - General	318.41
63041	11/18/2019	Printed		QUALIFICAT	QUALIFICATION TARGETS INC	Full Size Silhouette	213.19
63042	11/18/2019	Printed		RED SHIFT	RED SHIFT INTERNET SERVICES	Internet Services	30.90
63043	11/18/2019	Printed		OFFICETEAM	ROBERT HALF INTERNATIONAL INC.	HR Manager Services	6,642.00
63044	11/18/2019	Printed		WADSW	ROD WADSWORTH CONSRUCTION	325 Broadway Facade Grant	2,100.00
63045	11/18/2019	Printed		SAN BENITO	SAN BENITO SUPPLY INC.	Concret Mix for City Park	685.74
63046	11/18/2019	Printed		TORRESSE	SANTA ELIZABETH TORRES	Translating - City Council	65.00
63047	11/18/2019	Printed		AMERDOOR	TIMOTHY G. SCARPA	Electric Gate - Airport - Rep	548.12
63048	11/18/2019	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Transciption	1,501.58
63049	11/18/2019	Printed		TEMP UNIF	TEMPLETON UNIFORMS	Uniforms	324.32
63050	11/18/2019	Printed		TORO	TORO PETROLEUM CORP.	Fuel Acct #1679	1,231.98
63051	11/18/2019	Printed		TRANSU	TRANSUNION RISK AND ALTERNATIV	TLO - Acct #412260	100.00
63052	11/20/2019	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Printer Not Working.	297.00
63053	11/20/2019	Printed		JLPPLAST	JOSE L PEREZ	Ceiling Repair - City Hall -	750.00
63054	11/20/2019	Printed		SNOWS	JOCELIN SNOW	322 Broadway Facade	1,091.92
63055	11/20/2019	Printed		TORO	TORO PETROLEUM CORP.	Fuel - Acct #1679	1,477.54
63056	11/27/2019	Printed		APPAREL	A2K LLC	Service Stripes	42.70
63057	11/27/2019	Printed		ADAMSS	STEVEN ADAMS	Mileage to Monterey -	149.64
63058	11/27/2019	Printed		ALFREDO	ALFREDO ALONSO GARCIA	Install Drying Bed for	11,755.00
63059	11/27/2019	Printed		AT & T	AT & T	Telephone - #831385-7590 421 2	307.47
63060	11/27/2019	Printed		CARMEL FIR	ART BLACK	100 Don Bates Way.	875.00
63061	11/27/2019	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Water Service -	18,862.56
63062	11/27/2019	Printed		CVT	CENTRAL VALLEY TOXICOLOGY INC	Drug Screen -	78.00
63063	11/27/2019	Printed		CSGCON	CSG CONSULTANTS INC	Building Inspection Services	14,250.00
63064	11/27/2019	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprints	49.00
63065	11/27/2019	Printed		TIRE KING	JOSE RODRIGUEZ	Repairs - Unit #102	584.77
63066	11/27/2019	Printed		MARTINEZ C	MARTINEZ CARPET CLEANING	Carpet Cleaning	500.00
63067	11/27/2019	Printed		M BASIA	MBASIA	Liability Claim -	1,396.60
63068	11/27/2019	Printed		CYPRESSW	MILES CLIFFORD FARMER	Wastewater Treatment Plant	13,840.19
63069	11/27/2019	Printed		NEWSV	NEW SV MEDIA, INC	CDBG Public Hearing Notice.	1,113.50
63070	11/27/2019	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	274.62
63071	11/27/2019	Printed		ONEWORK	ONE WORKPLACE L. FERRARI, LLC	Planning Division.	4,901.57
63072	11/27/2019	Printed		PAC	PG&E	Electricity & Gas -	29,212.63
63073	11/27/2019	Printed		PINN	PINNACLE HEALTHCARE	Recruitment Bernal.	450.00
63074	11/27/2019	Printed		QUALITY CO	QUALITY CODE PUBLISHING LLC	Muni Code Supplement No 45,	751.00
63075	11/27/2019	Printed		RAINBOW	RAINBOW PRINTING	Property Labels	761.25
63076	11/27/2019	Printed		RENJOSE	JOSE RENDON	Rec Center Rental	500.00
63077	11/27/2019	Printed		OFFICETEAM	ROBERT HALF INTERNATIONAL INC.	HR Manager Services	2,268.00
63078	11/27/2019	Printed		SSSINC.	SAFETY STRIPING SERVICE, INC	Business License Over	141.00
63079	11/27/2019	Printed		SENTRY	SENTRY	Alarm - Cust #1505	150.00
63080	11/27/2019	Printed		SVSCLIENT	SOCIAL VOCATIONAL SERVICES	Car Wash & Janitorial	970.00
63081	11/27/2019	Printed		STATEWTS	STATEWIDE TRAFFIC SAFETY	Blue Fire Hydrant Location	135.26
63082	11/27/2019	Printed		STERI	STERICYCLE, INC	Stericycle Services -	117.00
63083	11/27/2019	Printed		TAVERNETTI	TAVERNETTI, LAYOUS & CLARK	Public Official Bond	408.00
63084	11/27/2019	Printed		SAL CAL	THE SALINAS CALIFORNIAN #1078	Building & Fire Code Amendment	246.10
63085	11/27/2019	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Vet Services - Oct	4,607.45
63086	11/27/2019	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct #6835	2,121.77
63087	11/27/2019	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier Lease.	263.07

Check Register Report

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Date: 12/03/2019
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KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
63088	11/27/2019	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #2065	3,845.82
63089	11/27/2019	Printed		UNIRENT	UNITED RENTALS	Equipment Rental -	5,495.43
63090	11/27/2019	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phone - #316524625-00001	209.03
63091	11/27/2019	Printed		VIVANT	VIVANT SOLAR DEVELOPER, INC	Business License Over Payment	141.00
63092	11/27/2019	Printed		WILDLIFE	WILDLIFE CONTROL SUPPLIES	Rodent Control Machine.	2,364.90
63093	11/27/2019	Printed		WM J. CLAR	WM J. CLARK TRUCKING SVC, INC.	Turf Renovation Project	3,847.28

Total Checks: 207 **Checks Total (excluding void checks): 645,047.15**

Total Payments: 207 **Bank Total (excluding void checks): 645,047.15**

Total Payments: 207 **Grand Total (excluding void checks): 645,047.15**

KING CITY
CALIFORNIA

Item No. 9(C)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: DECEMBER 10, 2019

TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER NOVEMBER 18, 2019

RECOMMENDATION:

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

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:
1. Check Register Report

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Check Register Report

October 12 - November

Date: 12/03/2019
Time: 9:51 am
Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
SUCCESSOR AGENCY OF Checks							
269	11/18/2019	Printed		GREEN'S	GREEN'S ACCOUNTING	Financial And Accounting -	2,100.00
				Total Checks: 1		**Checks Total (excluding void checks):**	**2,100.00**
				Total Payments: 1		**Bank Total (excluding void checks):**	**2,100.00**
				Total Payments: 1		**Grand Total (excluding void checks):**	**2,100.00**

KING CITY
CALIFORNIA

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

TO: **CITY COUNCIL**

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF KING CITY COMMUNITY POWER RENEWABLE ENERGY PURCHASE**

RECOMMENDATION:

It is recommended the City Council adopt a Resolution approving the minimum percentage of renewable energy sources purchased by King City Community Power (KCCP) to 35% of its energy portfolio during 2020.

BACKGROUND:

The City launched its KCCP Community Choice Aggregation (CCA) program on July 2, 2018. The program has been successful in achieving the initial goals of providing lower rates, no-cost solar for low-income families and increased use of clean energy. Plans are also under way for the addition of future solar streetlights and potential future construction of a local solar plant and/or wind power. At the August 13, 2019 meeting, the City Council approved the budget and rates for FY 2019-20.

California's Renewable Portfolio Standard (RPS) program was established in 2002 by Senate Bill (SB) 1078 with the initial requirement that 20% of electricity retail sales must be served by renewable resources by 2017. The program was accelerated in 2015 with SB 350, which mandated a 50% RPS by 2030. SB 350 includes interim annual RPS targets with three-year compliance periods and requires 65% of RPS procurement to be derived from long-term contracts of 10 or more years. In 2018, SB 100 was signed into law, which again increases the RPS to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

DISCUSSION:

The CPUC implements and administers RPS compliance rules for California's retail sellers of electricity, which include large and small investor-owned utilities (IOUs), electric service providers (ESPs) and community choice aggregators (CCAs). The current RPS requirement for 2020 is set at 33%.

KCCP has the opportunity to provide a higher quantity of renewable energy for its customers than the state requirement. Therefore, Pilot Power Group, Inc. has recommended providing a minimum of 35% renewable energy for 2020, which will be an increase from 31% in 2019. By doing so, this will get KCCP closer to the required goal of 60% by 2030 sooner. This will also be greater than Monterey Bay Community Power, which currently provides a 34% renewable mix. As a result, it will make a positive contribution towards reducing greenhouse gas emissions and climate change.

COST ANALYSIS:

The increased cost is approximately $11,000 and can be accommodated within the existing approved budget so no budget adjustment will be necessary.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this action and, pursuant to CEQA Guidelines, section 15061(b)(3), has determined with certainty that there is no possibility that this project may have a significant effect on the environment. This is because the action results in an increase in the use of renewable energy sources designed specifically for the purpose of reducing environmental impacts from the use of electricity. Therefore, this item is not subject to CEQA.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

1. Adopt the Resolution;
2. Modify the renewable energy percentage and adopt the Resolution;
3. Do not approve any change in the amount of renewable energy; or
4. Provide staff other direction.

Prepared and Approved by: _____
Steven Adams, City Manager

RESOLUTION NO. 2019-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING ADJUSTMENTS TO THE KING CITY COMMUNITY POWER RENEWABLE ENERGY PURCHASES

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

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

WHEREAS, one of the priorities approved by the City Council for King City Community Power was to increase use of renewable energy sources; and

WHEREAS, the percentage of King City Community Power's energy portfolio for 2019 was 31%, which was equal to the amount required by the State of California; and

WHEREAS, the amount required by the State of California has increased to 33% in 2020; and

WHEREAS, the City Council desires to exceed the State of California requirement and provide a minimum of 35% of its power from renewable resources in order to advance efforts to reduce greenhouse gas emissions and climate change.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby approves and directs Pilot Power Group, Inc. to purchase a minimum of 35% of the King City Community Power energy portfolio from renewable energy sources during calendar year 2020.

This resolution was passed and adopted this **10th** day of **December, 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

KING CITY
CALIFORNIA

Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **OCTAVIO HURTADO, CITY ENGINEER**

RE: **CONSIDERATION OF RESCOPING OF SERVICES BY KIMLEY-HORN FOR DESIGN SERVICES OF PROPOSED ROUNDABOUT AND AUTHORIZE THE ENVIRONMENTAL DOCUMENTS TO BE PREPARED BY EARTH DESIGN**

RECOMMENDATION:

It is recommended that the City Council: 1) approve the rescoping of services prepared by Kimley-Horn for design services; 2) approve the scope of services prepared by Earth Design/Doug Wood for environmental services; and 3) authorize City Manager to execute all necessary documents and contract amendments not to exceed 10% of contract amount.

BACKGROUND:

The City participated in a program funded through the Transportation Agency of Monterey County (TAMC) to study the feasibility of roundabouts at several locations throughout the County. The results were presented, and the City Council approved proceeding with the process of obtaining approval and funding to design and construct a roundabout at the Broadway Street and San Antonio Drive intersection.

On March 15, 2017, the Monterey Bay Unified Air Pollution Control District (MBUAPCD) approved a grant for the City of King to prepare a Roundabout Project Study Report – Project Development Support (PSR/PDS) in the amount of $138,521. The City released a Request for Qualifications *("RFQ")* for professional services to prepare the report and selected Kimley-Horn. It was later agreed that the process could be streamlined by requiring a Project Initiation Document (PID), which involves only some elements of the PSR-PDS and can be completed much faster and at less cost. An amendment to the grant agreement was approved by the City Council at that time.

As the PID moved forward, an alternative was developed that reduced both the size of the proposed roundabout and improvements within State right-of-way. As a result, it was agreed that further streamlining of the project is possible by utilizing a Permit Engineering Evaluation Report (PEER) process, which is essentially an encroachment permit.

The PEER process will result in significant savings. Having PS&E documents will give the City the benefit of having a near shelf ready project when applying for grant funding.

On January 22, 2019 Staff presented Council with 4 concept alternative layouts. The approved preferred roundabout concept is shown on Exhibit 1a. This concept allows the 5 legs of the intersection to use the roundabout.

On July 5, 2019 Staff submitted an application to the Monterey Bay Air Resources District for a Direct Emission Reduction Project to fund the preparation of a Plans, Specifications and Estimate (PS&E) and Environmental Documents (ED) for the approved preferred roundabout concept which unfortunately we were not awarded.

DISCUSSION:

The next step is to begin Environmental Review, preparation of design reports and preparation of Plans Specifications and Estimates (PS&E). Environmental work could proceed concurrently with the Preliminary Design phase. The PS&E phase has components and reports which could also begin concurrently with Preliminary Design.

Having PS&E and Environmental near complete, the City will be positioned to apply for a Highway Safety Improvement Program (HSIP) grant for the construction of the Roundabout.

COST ANALYSIS:

The anticipated cost for these services is $33,000 for Environmental Services and $275,000 for preparation of Improvement Plans, Specifications and Engineers Cost Estimates. There is approximately $60,000 remaining in grant funds for Preliminary Design costs. The City has approximately $264,000 available in development impact fee funds. The City plans to submit a HSIP

grant for the construction costs in 2020. Construction costs are projected to be $2,000,000 -$2,500,000.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in class 6 which exempts basic data collection, research and resource evaluation activities that do not result in major disturbances to the environment. The project will involve surveying of existing road infrastructure and preparing plans specifications and environmental documents for submittal to Caltrans within existing City and State right of way being used for the same purpose of a street intersection. Furthermore, staff has determined that none of the exemptions to Categorical Exemptions set forth in the CEQA Guidelines section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

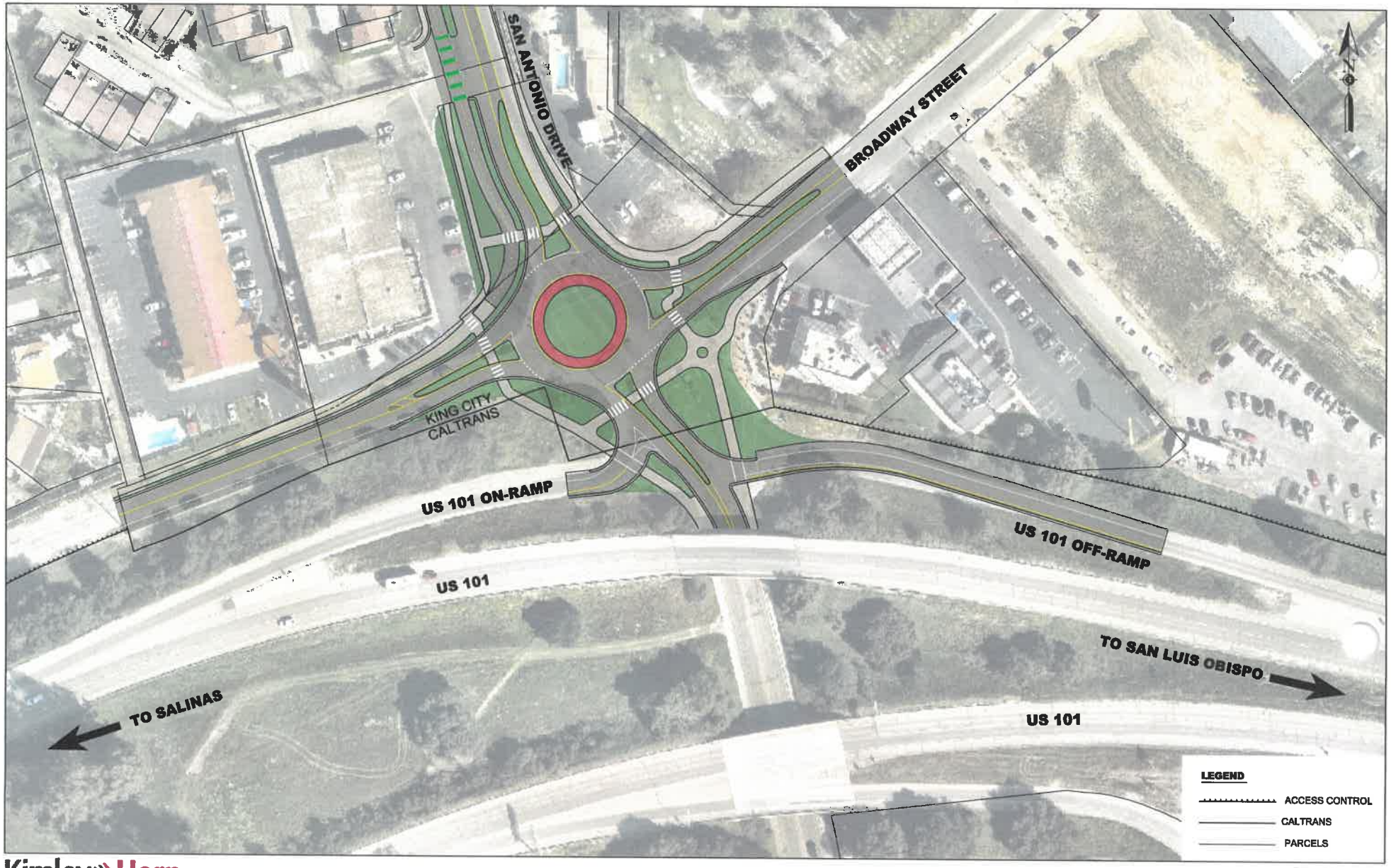
1. Approve staff's recommendations;
2. Reject staff recommendations; or
3. Provide staff with other direction.

Exhibits:

1. Approved Concept Roundabout Layout Exhibit 1a
2. Scope of Work Kimley Horn
3. Scope of Work Doug Wood

Prepared by: _____
Octavio Hurtado, City Engineer

Approved by: _____
Steven Adams, City Manager



Kimley»Horn

PREFERRED CONCEPT ROUNDABOUT LAYOUT

Roundabout at US 101 and Broadway Street

EXHIBIT 1a
1/16/2019

0" 0.5" 1.0"
SCALE
1" = 80'

EXHIBIT 1

EXHIBIT 2

Kimley»Horn

November 21, 2019

Mr. Octavio Hurtado, P.E.
City Engineer
City of King

Re: Roundabout at Broadway Street and San Antonio Drive / US 101 Northbound Ramps - Scope and fee for design services.

Mr. Hurtado:

The following scope of services provides an outline for a future work plan to complete plans, specifications, and estimate (PS&E) for the roundabout project at Broadway Street and the San Antonio Drive / US 101 Northbound Ramps intersection (Project).

This scope includes services through April 2020 for the completion of 100% level plans. We assume that these plans will be used for grant applications to solicit funds for construction of the project. Since the timing of construction is unknown at this time, our work plan does not include services that may be needed to obtain permits, Caltrans construction approval, contractor, bid support, right of way coordination, design support during construction, or other services that may be needed between the 100% plan completion and construction completion.

Task 1: Project Management

This task includes the management of the project from initiation through completion of the PS&E. The services provided include project initiation, planning, administration, coordination, attending meetings, and quality control, as described below. We assume a contract duration of 6 months for work described under this task.

1.01 – Project Management and Administration

Kimley-Horn will provide project management and administration services for the project. Kimley-Horn will spend time each month (up to 6 months) invoicing (with associated back up), monitoring progress against budget and overall quality assurance (QA). Specific quality control (QC) efforts for each deliverable document are included in the task covering that document. Kimley-Horn will create a schedule for construction deliverables and will update it during the life of the project as necessary.

1.02 – Project Development (PDT) Meetings

We will coordinate and conduct an initial project kick-off meeting with the City, and other stakeholders as identified by the City, to discuss and establish the preferred approach to design issues. Key outcomes of this meeting will be summarized in a brief memorandum and will serve as a basis of design.

Consultant will attend up to three (3) total in-person meetings (including the kick-off meeting) with the City for project status and review of plan submittals, with the remaining coordination assumed to be via phone or email.

1.03 – Outreach

Consultant will prepare materials for and attend up to one (1) additional in-person public outreach meetings led by the City. We assume the meeting will be either an outreach meeting for public information and/or comments or a City Council meeting.

1.04 – Encroachment Permit Coordination

Kimley-Horn will coordinate directly with Caltrans District 5 Encroachment Permit Department staff upon NTP from the City. We will prepare and submit an encroachment permit application for field reconnaissance, if needed, and we will set up a pre-design encroachment permit meeting to introduce the Project to Caltrans and look to gain informal input on the project improvements.

We assume we will only coordinate with Caltrans and will not formally submit the design encroachment permit. We assume up to a total of 30 hours of coordination with Caltrans, including the in-person coordination meeting. We assume preparation of Design Standard Decision Document (DSDD) for non-standard design features will not be required for the proposed project improvements. If additional coordination with Caltrans beyond the assumed 40 hours, preparation of the DSDD, or preparation of other documentation not included above will be considered additional services and can be provided for additional scope and fee.

1.05 – Quality Control

Consultant will apply a Quality Control process that will be implemented throughout the life of the project. A designated senior roadway engineer will perform independent reviews ahead of major submittals (75% PS&E, and 100% PS&E) and attend one field visit.

Task 2: Preliminary Engineering

This task includes preliminary engineering design and studies in support of the preparation of base maps and plan sheets during PS&E Development. The task concludes with geometric approval (50% Plans/GAD) of the proposed roundabout to be included in the PS&E package.

2.01 – Geotechnical Investigation

2.01.1 – Coordination, Meetings, and Data Review

TWINING will attend the Project kickoff meeting and attend two (2) coordination conference calls with the Project Team staff. On a monthly basis, TWINING will provide the Project Team with invoices and progress reports for the Project.

TWINING will review available data, including previous studies, provided by KHA and the Project Team. Key information to review will be the available Caltrans as-built data, published geological and seismological studies, previous geotechnical exploration work, and maintenance records for the Project site.

2.01.2 – Boring Permit Acquisition and Field Boring Mark out

For this task, Twining will perform the following items of work:

- Fill out a "no cost" encroachment permit to work within City Right of Way.
- Have previously obtained by others Permission to Enter private/public entity parcels and right of way to perform the field exploration mark out work.
- Mark out in white paint the proposed boring locations and call USA North 811 Call Before You Dig a minimum of 72 hours before the start of the subsurface exploration work.
- Pay all fees and obtain boring permits from Monterey County Department of Environmental Health.

2.01.3 – Field Exploration Program

For this task, Twining will execute a field exploration program consisting of soil borings to better characterize the subsurface conditions within the project limits. The following items of work will be performed as part of this task:

- Drill three (3) soil borings using hollow stem auger drilling methods to completion depths of 10 feet below existing ground. Soil sampling in the borings will be performed at 2.5 foot intervals in these borings.
- All of the borings will be backfilled with neat cement grout in accordance with the Monterey County boring permit requirements. Where penetrated, the existing asphalt will be patched with a minimum of 8 inches of high strength non-shrink grout dyed black.
- All soil cuttings will be collected and disposed of onsite in the existing earthen areas.

2.01.4 – Soil Laboratory Testing

For this task, Twining will take the recovered soil samples to our certified soil laboratory and perform soil classification and strength characteristic testing on select samples. Testing will generally consist of particle size determination, plasticity, Resistance value, and corrosive potential. The actual testing will be based upon the recovered samples and loading demands of the structure. The results of the soil laboratory testing will be provided and will also be presented on the Boring Logs.

2.01.5 – Boring Logs

For this task, Twining will present the boring log and soil testing results on Boring Logs generally following the Caltrans Soil Logging Manual.

2.01.6 – Geotechnical Engineering Analysis and Memo

For this task, Twining will perform engineering analyses and provide design information for the proposed roundabout. Our engineering analyses will follow the latest Caltrans design standards and guidelines. For this task the following design information, analyses will be performed/provided:

- A project summary and description of geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils conditions from the boring work.
- A summary of the laboratory testing results and copies of the Logs of Test Borings.
- A discussion of observed groundwater at the time of the field exploration work.
- New Hot Mix Asphalt over Class 2 aggregate base structural pavement sections.
- Trench excavation and backfill recommendations
- Material properties for new underground utilities.

This information will be included in the Materials Report.

Twining will prepare and submit a Draft Materials Report to the team for review and comment. Upon receipt of all comments, a Final Materials Report will be submitted for inclusion with the other design documents.

Assumptions and Required Information for Geotechnical Services

The following assumptions were used in preparing our scope and fee for the Project.

- *The types of work and limits of the project and scope of work was prepared from the exhibit provided by KHA via email.*
- *Field explorations can be accomplished during normal business work hours, 8am to 5pm, Monday through Friday, excluding weekends, holidays, and night-time work, etc.*
- *No work will be performed within Caltrans Right of Way and no Caltrans Encroachment Permit will be required.*
- *Traffic control will consist of cones and signs only where required for work in the existing shoulder areas.*
- *Where penetrated, the existing asphalt concrete will be patched using SET45 high early strength grout dyed black.*
- *All borings will be backfilled with neat cement per the Placer County Boring Permit Requirements.*
- *All drill cuttings will be collected and then placed in existing earthen areas onsite. No drill cuttings will be disposed of offsite.*
- *Groundwater will be noted in the borings if encountered in the borings.*
- *Groundwater will not be sampled or tested for the environmental task.*
- *A complete delineation of the limits of hazardous wastes or quantities of hazardous wastes, if identified, is not part of the scope of this work.*
- *A site specific seismic analysis nor fault study is not part of this scope of work.*

2.02 – Draft Stormwater Data Report and Drainage Design Memorandum

Kimley-Horn will review the available data and prepare design calculations to assess the capacity of the existing drainage systems. We will prepare the draft Drainage Report, which will include design calculations to assess the need for drainage improvements. The results and design recommendations will be summarized in the Drainage Report. The report is expected to include the following:

- Evaluation of the existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed systems

Kimley-Horn will prepare a draft Stormwater Data Report summarizing the Project impacts to water quality and recommended best management practices (BMPs). We will perform detailed calculations to support design and details of the water pollution control measures, low impact design features, and treatment BMPs as applicable.

Kimley-Horn will prepare a hydrology and hydraulics study to analyze the capacity of the existing storm drain system and drainage inlets and provide recommendations on improvements to be incorporated into the final construction drawings.

Kimley-Horn will prepare a hydromodification analysis in order to design storm water management improvements per the requirements of the MS4 permit. These improvements will also be incorporated into the design and construction drawings.

We assume only draft SWDR and draft Drainage Report will be prepared for this scope.

2.03 – Concept Refinement - Operations Update and Memo

Kimley-Horn will prepare an operations memorandum summarizing the expected operations of the roundabout. Operations will be determined using Sidra Intersection 8 with the HCM 6 capacity model.

2.04 - 50% Geometric Approval Drawings

2.04.1 – Geometric Approval of Roundabout (Horizontal)

Geometric Approval (Horizontal)

Consultant will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the preferred concept developed under Task 5.1. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. If a roundabout is the identified improvement, typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

Design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume tc=5.0 seconds)
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

The format of the GAD deliverable will be a single-sheet roll plot of the project area. This roll plot will include the 2D layout with general, informational callouts of the improvements, hatches to denote areas

of improvements, linework for the existing utilities and preliminary underground drainage improvements, and typical sections.

2.04.2 – *Preliminary Vertical Design*

Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

2.05 – Environmental Document

Kimley-Horn assumes all tasks associated with completing the environmental document will be the responsibility of the City. Kimley-Horn will support the City with limited coordination tasks relating to the environmental document. We assume up to a total of 20 hours in support of the environmental document.

Task 3: Design PS&E

This task includes the preparation of construction documents up to the 100% design level (not final).

3.01 – Construction Document Preparation

3.01.1 – 75% Plans and Estimate

The Consultant team will create 75% plans and engineer's opinion of probable cost for the selected intersection improvements. We anticipate developing the following plan sheets (estimate of 36 total sheets):

Cover sheet	1 sheet
General Notes	2 sheets
Horizontal control/Key Map	2 sheets
Typical sections	1 sheet
Demolition Plans	2 sheets
Layout plans	4 sheets
Construction details	4 sheets
Contour Grading Plans	1 sheet
Drainage and utility plans	4 sheets
Signing and striping	4 sheets
Construction Area Signs	2 sheets
Landscaping and Irrigation	6 sheets
Street lighting	3 sheets
Total:	**36 sheets**

It is assumed that staged construction, traffic control, and detour plans will be the contractor's responsibility and are therefore not included in this Scope of Services. The project specifications that will be prepared at the 100% level will include contractor requirements to prepare and submit staged construction plans for County review and approval.

The 75% deliverables will be provided to the City for their review and comment. We will provide up to two (2) full-size and three (3) half-size sets of plans, and one (1) hardcopy estimate. PS&E documents will also be provided to the City in PDF format.

We assume the City will provide one set of consolidated, non-conflicting comments on the 75% deliverables. We will provide responses to City comments prior to the next deliverable submittal.

As part of the development of the 75% PS&E, the Kimley-Horn will perform a photometric analysis for the proposed intersection improvements based on the City's preferred light fixture and lighting requirements. Depending on the identified improvement, we will design street lighting system to meet roadway safety and pedestrian lighting requirements. Exhibits with proposed street light locations and photometric analysis results will be submitted with the 75% PS&E for City review and approval.

3.01.2 – 100% Plans, Specifications, and Estimate

Based on the comments received at the 75% design level, we will advance the design and plans to the 100% design level. We will develop technical specifications and special provisions based on the Caltrans 2018 Standard Specifications.

The 100% (unsigned) deliverables will be provided to the City for their review and comment. We will provide up to two (2) full-size and three (3) half-size sets of plans, and one (1) complete set of the special provisions (bound hardcopy) and estimate. PS&E documents will also be provided to the City in PDF format.

3.02 – Utility Coordination

3.02.1 – Utility Coordination

We assume the City has detailed and recent utility information that will be provided for our use and coordination with utility companies will not be necessary. We assume up to 20 hours of coordination and review of City-provided utility records for this task. Positive locating of existing utilities (Potholing) is not included in this scope.

Task 4: Grant Application Support

4.01 – Grant Application Support

The City intends to submit a grant application for this project to obtain funding for the construction phase.

Kimley-Horn staff will review the grant application guidelines and prepare the grant application,

including performing calculations and preparing graphics for use in the application. We will schedule our work to prepare a complete draft application for the City's review and comment, and for internal Kimley-Horn review. The final application will be prepared and submitted on the City's behalf ahead of the application deadline.

Project Team

The following personnel are proposed to complete the project:

City Project Manager:	Octavio Hurtado, P.E., City Engineer, King City
Consultant Project Manager:	Sean Houck, P.E., Kimley-Horn
Consultant Project Engineer:	Daniel Carley, P.E., Kimley-Horn
Geotechnical Engineering:	Robert (Rob) Lawrence, P.E., G.E., Twining, Inc.
Survey and Mapping:	Provided by the City of King
Environmental Document:	City of King staff

Project Budget

The estimated professional fees needed to complete the above scope of work is $275,000, as shown below:

Task 1 - Project Management	**$47,310**
Task 2 - Geotech & GAD	**$66,420**
Task 3- PS&E	**$126,050**
Task 4 - Grant Application	**$9,710**
Expenses & Contingency $25,510	
Total	**$275,000**

Thank you again for the opportunity to provide these services. Please contact me at (916) 571-1016 if you have any questions or require additional information.

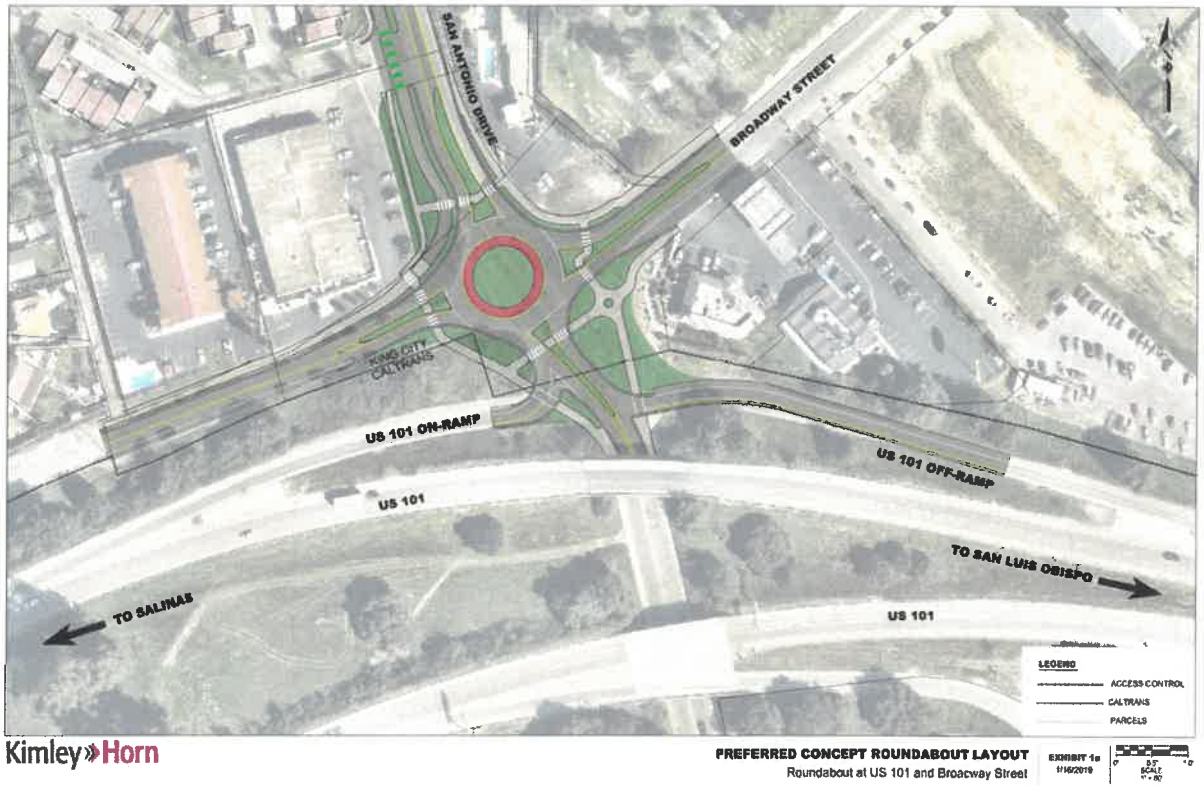
Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Sean T. Houck, PE
PE No. C59500

Kimley»Horn

Exhibit A: Preferred Roundabout Concept



Kimley»Horn

FREFERRED CONCEPT ROUNDABOUT LAYOUT
Roundabout at US 101 and Broadway Street

EXHIBIT 1a
1/16/2019

EXHIBIT 3

Douglas Wood & Associates, Inc.

Land Use Planning / Governmental Relations / Environmental Analysis

November 20, 2018

Earth Design, Inc.
2890 Burton Circle
Cambria, CA 92428
Attn: Doreen Liberto Blanck

Subject: Environmental Services, King City Roundabout

Dear Doreen,

We are pleased to submit this letter proposal for professional environmental services for the proposed traffic roundabout proposed by the City of King. This proposed traffic routing facility is located at the intersection of East San Antonio Drive, Broadway Street and San Lorenzo Park Road within King City. This intersection functions as one of the two main entry points from US Highway 101 to King City. The proposed roundabout would be located approximately 100 feet north of the Broadway Street interchange with the US 101 northbound on- and off-ramps. The Broadway Street/San Antonio Drive intersection and the US 101 northbound ramps are closely spaced, less than 100 feet apart. Current traffic controls include a traffic signal at the Broadway Street/San Antonio Drive intersection and a two-way stop sign at the Broadway Street/US 101 northbound ramp intersection. Surrounding land uses include a gas station and convenience store, a Denny's restaurant, a hotel, the King City Cemetery, a medium density residential development, a healthcare facility and a hotel. The proposed roundabout facility is intended to alleviate congestion on Broadway Street, San Antonio Drive and San Lorenzo Park Road while also resolving access issues associated with the US 101 northbound on- and off-ramps. Provided below is a scope of work and estimate of staff hours and costs to complete preparation of an Initial Study and a Mitigated Negative Declaration on this project.

SCOPE OF WORK

Douglas Wood & Associates, Inc will provide professional environmental services as required for the preparation of an Initial Study and a Mitigated Negative Declaration for the proposed roundabout facility. These documents will be prepared in accordance with the current State CEQA Guidelines (Section 15120 et. seq.) as well as procedures adopted by the City of King as Lead Agency relative to the California Environmental Quality Act. We perceive this effort being divided into six major work tasks, the nature and extent of which will include the following:

1461 Higuera Street, Suite A. • San Luis Obispo, California 93401 • Phone (805) 544-1680 • Fax (805) 544-3067
dwaeir@aol.com

Task 1: Research and Analysis

This task will commence with the review and consolidation of available data and background information pertinent to the preparation of an Initial Study and Mitigated Negative Declaration for the proposed roundabout. This information includes, but is not limited to, project timing, topographic base maps, preliminary project site plans showing ingress and egress points, staging areas, project BMP's and the adjacent cemetery, and, if available, grading plans and drainage plans. In addition, any previously-prepared technical studies which are relevant to the proposed project or pertinent to the preparation of these documents will be reviewed. This information will be evaluated with the goal of validating this documentation and/or identifying any additional issues or information requirements.

Task 2: Preparation of an Initial Study

Based upon the review of available information within Task 1, a detailed description of the proposed project will be prepared. This description will include discussions of relevant project background, project objectives, location, characteristics, timing and required permits and approvals. Once the project description is finalized, an Initial Study will be prepared utilizing the City's Initial Study forms and the environmental checklist contained in the State CEQA Guidelines. The Initial Study will analyze a full range of environmental issues in order to determine whether there are potentially significant environmental impacts associated with the proposed roundabout project. These topic areas will include: aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, noise, population/housing, public services, recreation, transportation/traffic, tribal cultural resources, and utilities/service systems. All of the issues will be the subject of evaluation in the Initial Study. The Initial Study will also utilize data from subconsultant analyses discussed in Task 4 below. Included within this task is soliciting and responding to comments from involved members of the King City staff..

Task 3: Preparation of a Draft Mitigated Negative Declaration.

The Draft Mitigated Negative Declaration will address the topic areas noted in Task 2 above in a manner dictated by the State CEQA Guidelines. However, it is anticipated that there will be a particular emphasis on the following topic areas: aesthetics, air quality, biological resources, cultural resources, air quality/greenhouse gas emissions, hazards and hazardous materials, noise, transportation/traffic and tribal cultural resources. It is anticipated that any identified potentially significant impacts will be accompanied by mitigation measures.

The Draft Mitigated Negative Declaration will provide a set of mitigation measures which are capable of reducing all potentially significant direct or indirect impacts of the proposed roundabout project to a level of insignificance. As such, it is anticipated that the

document will conclude with a determination that a Final Mitigated Declaration is the appropriate CEQA documentation for the proposed roundabout facility.

Task 4: Subconsultant Coordination.

This task involves conducting field surveys and the preparation of written analyses by three specialized subconsultants: a Biological Resources Assessment prepared by the firm of Althouse & Meade, Inc.; a Cultural Resources Assessment prepared by the firm of Cultural Resources Management Services and an Air Quality Assessment prepared by the firm of SCS Tracer Engineers. The Biological Resources Assessment will include a walkover survey conducted by a botanist and wildlife biologist. Their surveys will cover the project site and other off-site areas potentially impacted by the project including but not limited to areas devoted to staging of construction materials and equipment as well as the King City Cemetery. Their surveys will focus primarily on nesting bird habitat and presence or the potential for the project to impact nesting bird habitat. The Cultural Resources Assessment will include a thorough literature search conducted at the Northwest Information Center at Sonoma State University, a Sacred Files Search at the Native American Heritage Commission, preparation of early participation notices to be sent to interested Native Americans and groups pursuant to AP52 outreach requirements, an information search at CalTrans District 5, an intensive Phase I field survey, identification and evaluation of historic or prehistoric cultural resources within the area of potential effect and provision of recommendations for further actions, if required The Air Quality Assessment will assess construction-related air quality impacts associated with heavy equipment operations as well as the long-term impacts associated with the anticipated reduction in traffic congestion due to the elimination of a pollutant "hot spot." These three analyses will indicate the nature and extent of any potential project impacts and provide mitigation measures as necessary. The costs of these subconsultant services are included within the scope of this proposal. Any additional analyses, beyond those noted herein, would be in addition to the scope of this proposal. Included in this task is in-house staff time to review these analyses and provide necessary coordination with the subconsultants in order to insure an adequate and complete product from these sources.

Task 5: Preparation of a Final Mitigated Negative Declaration

Upon receipt of all comments by the City and any other sources deemed appropriate by the City, the Final Mitigated Negative Declaration will be completed with the required number of copies being provided to the City for final review and presentation to the City Planning Commission and the City Council.

Task 6: Meeting and Public Hearing Attendance/Site Visits

Throughout the preparation of these documents, attendance will be required at various meetings and hearings. Within this scope of service, we will provide preparation for and representation at three meetings with City staff or other persons deemed appropriate by the City and two public hearings. Also included within this task are two site visits, the first to be conducted at the outset of our efforts.

PERSONNEL

Mr. Douglas Wood, President and Principal of Douglas Wood & Associates, Inc. will act as Team Leader/Project Manager on this effort. He will not only be directly involved in document preparation, he will also serve as primary contact person to the City staff and as the representative of the firm at all public hearings. Other members of his staff will also assist in these document preparation efforts. Douglas Wood & Associates, Inc. is proud of our record of maintaining a consistently high level of Principal involvement through all phases of projects for which we are under contract. As a result of this policy, the King City will receive the benefit of his expertise and experience which is reflected not only in the contents and overall production of the document but also during representation at project meetings and public hearings

FEES AND SCHEDULES

We propose to perform planning services set forth herein in accordance with a time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates will complete the above services for a maximum fee not to exceed $29,800.00. This total includes the estimated Wood & Associates staff time as noted below ($19,500.00) as well as costs for preparation of a Biological Resources Assessment by the firm of Althouse & Meade, Inc. ($4,200.00), a Cultural Resources Assessment by the firm of Cultural Resources Management Services ($3,700.00) and an Air Quality Assessment by SCS Tracer Engineers ($2,400.00).

The costs of any additional document preparation, additional subconsultant fees, printing or report production, filing fees or other direct charges advanced by Wood & Associates, Inc. beyond those discussed herein are in addition to the previously-named figure. These direct costs, including printing and delivery costs, will be accompanied by receipts to verify these costs. No additional handling charges will be added to these direct costs.

The overall project schedule as delineated below provides approximately two weeks for research and analysis, two additional weeks for preparation of the Initial Study, an additional four weeks for completion of the Draft Mitigated Negative Declaration and two additional weeks for completion of the Final Mitigated Negative Declaration for a total of ten weeks. These time frames do not include review time by the City of the documents noted above.

A detailed breakdown of project costs and timing per task is provided below:

Task 1: **Research and Analysis**

Cost: $ 1,600.00

Timing: Completion of research and analysis within two weeks of receipt of authorization to proceed.

TASK 2: **Preparation of an Initial Study**

Cost: $ 2,480.00

Timing: Completion of Initial Study within two weeks of completion of research and analysis.

TASK 3: **Preparation of a Draft Mitigated Negative Declaration**

Cost: $ 6,500.00

Timing: Completion of Draft Mitigated Negative Declaration within four weeks of City review of Initial Study.

TASK 4: **Subconsultant Coordination**

Cost: $ 2,800.00

Timing: Completion of subconsultant analyses concurrent with completion of the Draft Mitigated Negative Declaration

TASK 5: **Preparation of a Final Mitigated Negative Declaration**

Cost: $ 1,920.00

Timing: Completion of the Final Mitigated Negative Declaration within two weeks completion of City review of Draft Mitigated Negative Declaration

TASK 6: **Meeting and Public Hearing Attendance/Site Visits**

Cost: $ 4,200.00

Timing: Throughout all project phases

In the event that during the document preparation process significant project revisions occur, we will contact you immediately with our estimate of staff time and costs necessary to revise the documentation. Responding to such project revisions is considered to be above and beyond the estimates of costs of document preparation within this proposal. In the event of the need arising for additional work beyond that discussed herein, we will contact you with a written request for extra work which will contain documentation of need, time for completion and proposed compensation. Any additional work will not be undertaken prior to written authorization from you in the form of a mutually-acceptable separate contract.

It is my hope that the above scope of work and costs are acceptable; we will proceed with completion of this work upon your written authorization to proceed. Please do not hesitate to contact me with any questions or comments on the above information.

Sincerely,

Douglas Wood
President
Douglas Wood & Associates, Inc.

Date: 11-20-18

Authorized By

By: _____
Doreen Liberto Blanck
Earth Design, Inc.

Title: _____

Date: _____

KING CITY
CALIFORNIA

Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **OCTAVIO HURTADO, CITY ENGINEER**

RE: **CONSIDERATION OF MUSTANG COURT SUBDIVISION FINAL TRACT MAP CONFORMANCE AND ACCEPTANCE OF EASEMENTS**

RECOMMENDATION:

It is recommended that Council: 1) affirm the action of the Planning Commission of December 3, 2019 determining that Mustang Court Subdivision Final Map is in substantial conformance with the approved Vesting Tentative Map; 2) authorize and direct the Planning Commission Secretary to certify the Final Tract Map as in substantial conformance with the approved Vesting Tentative Map; 3) authorize the City Engineer to execute the Mustang Court Subdivision Final Map and 4) accept on behalf of the public the easements offered for dedication.

BACKGROUND:

Peoples' Self-Help Housing Corporation has requested to record the final map of their project on Mustang Court, which consists of 7 lots. The homes for these projects will be sold to eligible families through a sweat equity program. On December 3, 2019, pursuant to Municipal Code Chapter 16, the Planning Commission found that the Final Tract Map (FTM) is in substantial conformance with the approved Vesting Tentative Map (VTM) and conditions of approval and recommended the Council approve the FTM, direct the City Engineer to sign the FTM; and direct the City Clerk to transmit the FTM to the County Recorders of the County of Monterey for filing. The City Council shall consider the map, the plan of the subdivision, and the offers of dedication.

DISCUSSION:

Staff has reviewed the Final Tract Map and confirmed that it is in substantial conformance to the approved Vesting Tentative Map. Generally, substantial conformance means the number of lots, the lot sizes and dimensions, and lot

configurations of the Final Tract Map are similar to the approved Vesting Tentative Map.

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that the Final Tract Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps.

ALTERNATIVES:

The following alternatives are provided for Commission consideration:

1) Approve staff's recommendation;
2) Do not approve and request staff to provide additional analysis regarding conformance;
3) Provide other direction.

Exhibits:

1. Approved Vesting Tentative Tract Map
2. Final Map

Submitted by: _____
Octavio Hurtado, City Engineer

Approved by: _____
Steven Adams, City Manager

RESOLUTION NO. 2019-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA RECOMMENDING THE CITY COUNCIL APPROVE TRACT MAP FOR MUSTANG COURT SUBDIVISION, BEING A SUBDIVISION OF PARCEL A, AS SHOWN ON MAP, FILED IN VOLUME 21 OF PARCEL MAPS, AT PAGE 35, CITY OF KING, MONTEREY COUNTY, CALIFORNIA AND ACCEPTING THE PUBLIC SERVICE EASEMENT

WHEREAS, on July 02, 2009, the City Planning Commission approved Conditional Use Permit (CUP 2019-002), Architectural Review Permit (Case No AR 2019-001), Landscape Plan Review (LPR 2019-001) and Vesting Tentative Tract Map (Case No TTM 2019-001) ;

WHEREAS, on July 09, 2019 the City Council ***("Council")*** approved a Tentative Vesting Tentative Tract Map ***(VTM)*** with conditions of approval;

WHEREAS, the applicant ***("Peoples' Self-Help Housing Corporation")*** has requested the City record the Final Tract Map ***(FTM)***;

WHEREAS, the City has determined that the FTM is statutorily exempt from the California Environmental Quality Act ***("CEQA")*** Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268, (b) (3) Ministerial Projects, approval of final subdivision maps;

WHEREAS, on December 3, 2019, and pursuant to Municipal Code Chapter 16, the Planning Commission ***(Commission)*** found that the FTM is in substantial conformance with the approved VTM and conditions of approval.

WHEREAS, on December 3, 2019, the Planning Commission of King City duly recommended the City Council approve the FTM, direct the City Engineer to sign the FTM; and direct the City Clerk to transmit the FTM to the County Recorder of the County of Monterey for filing.

NOW, THEREFORE IT BE RESOLVED, that the City Council of King City duly approve the FTM, direct the City Engineer to sign the FTM, accept on behalf of the public, the easements offered for dedication for public use in conformance with the terms of the offer of dedication; and direct the City Clerk to transmit the FTM to the County Recorder of the County of Monterey for filing.

PASSED AND ADOPTED by the City Council on the 10th day of December, 2019, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mayor

ATTEST:

_____

Steven Adams, City Clerk of the City of King

APPROVED AS TO FORM:

_____

Roy Santos, City Attorney

EXHIBIT 1

VESTING TENTATIVE SUBDIVISION MAP
MUSTANG COURT SUBDIVISION
MUSTANG COURT
KING CITY, CA 93930

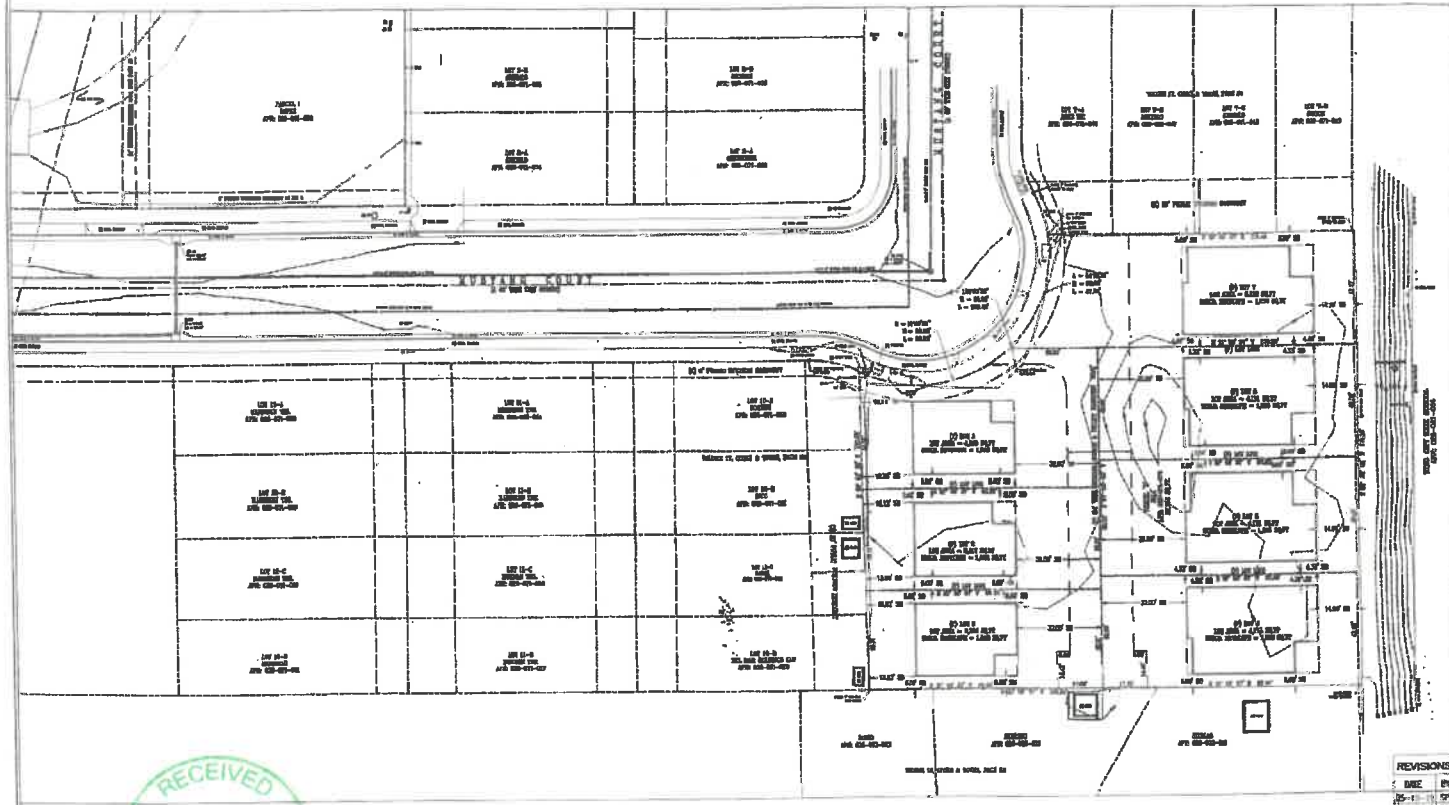
PREPARED FOR

PEOPLE'S SELF-HELP HOUSING

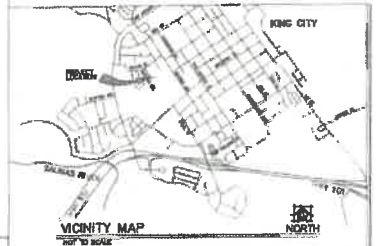
FEBRUARY, 2019

PROPOSED LOT DIMENSIONS

LOT DESIGNATION	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	TOTAL
EASEMENT AREAS (SQ. FT.)	894	455	318	888	511	[illegible]	[illegible]	[illegible]
NET AREA (SQ. FT.)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
GROSS AREA (SQ. FT.)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SITE TOTAL AREA (SQ. FT.)								[illegible]



VICINITY MAP



NOT TO SCALE

SUBDIVIDER'S STATEMENT

1. SUBDIVIDER: PEOPLE'S SELF-HELP HOUSING, 3333 EMPLEO STREET, SAN LUIS OBISPO, CA 93401, (805) 540-3485 VOICE
2. OWNERS: PEOPLES SELF-HELP HOUSING, 3333 EMPLEO STREET, SAN LUIS OBISPO, CA 93401, (805) 540-3485 VOICE
3. ENGINEER & SURVEYOR: STEVEN C. WILSON, MONTEREY BAY ENGINEERS, INC., 807 CHARLES AVE., SUITE B, SEASIDE, CA 93955, (831) 899-7819 VOICE, (831) 899-7879 FACSIMILE
4. PROPERTY LOCATION: MUSTANG COURT, KING CITY, CA 93930, ASSESSOR'S PARCEL: 023-071-073
5. LEGAL DESCRIPTION: PARCEL "A" VOL. 21, PARCEL MAPS, PG. 35
6. PRESENT ZONING: R-3-MINOR-MEDIUM HIGH DENSITY RESIDENTIAL
7. PROPOSED ZONING: R-3-MINOR-MEDIUM HIGH DENSITY RESIDENTIAL
8. EXISTING USE: (VACANT) R-3 RESIDENTIAL
9. PROPOSED USE: MEDIUM HIGH DENSITY SINGLE FAMILY RESIDENTIAL
10. TOTAL LAND AREA: GROSS = 28,658 SQ. FT. = 0.658 ACRES
11. TOTAL PROPOSED LOTS: 7
12. TOTAL LOT DENSITY: 10.64 UNITS PER ACRE
13. EXISTING UTILITY SUPPLIERS:
    - ELECTRICITY: P. G. & E.
    - GAS: P. G. & E.
    - CATV: SPECTRUM
    - WATER: CALIFORNIA WATER SERVICE COMPANY
    - SEWER: CITY OF KING CITY
14. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY, SUPPLEMENTED BY RECORD DATA.
15. ELEVATIONS SHOWN ARE BASED ON NAVD-88 DATUM. THE BENCHMARK IS A USC & GS DISC STAMPED "T 1190" NES 30' GUADA. BENCHMARK ELEVATION = 329.03'
16. CONTOUR INTERVAL = ONE FOOT
17. TREE TYPES ARE INDICATED WHEN KNOWN. DIAMETER OF TREES ARE SHOWN IN INCHES
18. ⊕ DENOTES A FOUND 1" IRON PIPE TAGGED "LS 3880" UNLESS OTHERWISE NOTED.
19. ⊕ DENOTES A FOUND CONCRETE WELL MONUMENT.

LEGEND

CONCRETE	BOUNDARY LINE	DRIVE DIRECTION
DIRT	PROPERTY LINE	PROPOSED CONTOUR
PROPERTY LINE	RIGHT EASEMENT	(5) TREE TYPE
ASPHALT CONCRETE	PROPOSED LINE	PROPOSED SLOPE
EDGE OF DIRT	CUT EASEMENT	
CURB & GUTTER	TOP OF BANK/BLUFF	ASPHALT
CURB DRAIN	TOP OF DIKE	GRAVEL ROAD
GROUND	TOP OF EXPOSED CURB	CONCRETE
CURB CUT	TRUE COLUMNS	LANDSCAPE
CONCRETE	TOP OF WALL	
WATER	UTILITY POLE	
DROP INLET	TREES WOODS	
EL. IN CURB GUTTER	SHRUBS	
FACE OF CURB	IRON PIPE LOCATE	
CROSS FUNC	SLOPE	

REVISIONS

DATE	BY
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

VESTING TENTATIVE SUBDIVISION MAP

MUSTANG COURT SUBDIVISION
PARCEL A
[illegible] VOL. 21 - PARCEL MAPS, AT PAGE 35, RECORDS OF MONTEREY COUNTY
ASSESSOR'S PARCEL No. 023-071-073

CITY OF KING CITY | COUNTY OF MONTEREY | STATE OF CALIFORNIA

PREPARED FOR
PEOPLE'S SELF-HELP HOUSING
BY
MONTEREY BAY ENGINEERS, INC.
807 CHARLES AVE SUITE B (831) 899-7819 SEASIDE, CA 93955

JOB No. 19-123 | SCALE: 1" = 20' | FEBRUARY, 2019 | SHEET 1 OF 1

RECEIVED
JUN 3 2019
CITY OF KING

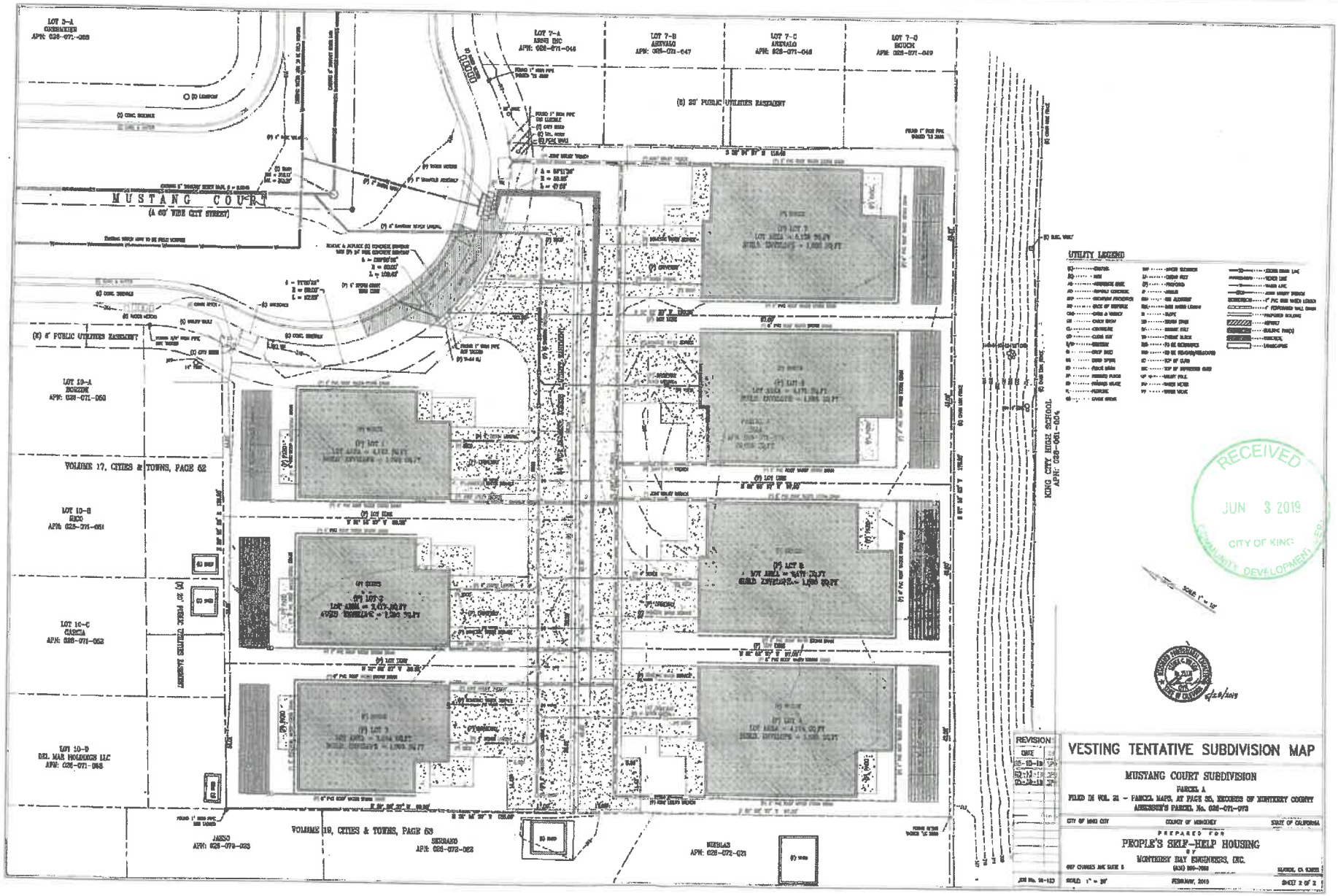

MUSTANG COURT
(A 60' WIDE CITY STREET)
(E) 20' PUBLIC UTILITIES EASEMENT
(E) 6' PUBLIC UTILITIES EASEMENT
VOLUME 17, CITIES & TOWNS, PAGE 52
VOLUME 19, CITIES & TOWNS, PAGE 53
KING CITY HIGH SCHOOL
APN: 026-061-004
UTILITY LEGEND
RECEIVED
JUN 3 2019
CITY OF KING
COMMUNITY DEVELOPMENT
REVISION
VESTING TENTATIVE SUBDIVISION MAP
MUSTANG COURT SUBDIVISION
PARCEL A
FILED IN VOL. 21 - PARCEL MAPS, AT PAGE 35, RECORDS OF MONTEREY COUNTY
ASSESSOR'S PARCEL No. 026-071-073
CITY OF KING CITY
COUNTY OF MONTEREY
STATE OF CALIFORNIA
PREPARED FOR
PEOPLE'S SELF-HELP HOUSING
BY
MONTEREY BAY ENGINEERS, INC.
SCALE: 1" = 20'
FEBRUARY, 2019
SHEET 2 OF 2

EXHIBIT 2

OWNERS' STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND I CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY (DISTINCTIVE SYMBOL) LINES.

I ALSO HEREBY DEDICATE A "PRIVATE INGRESS, EGRESS & UTILITY EASEMENT" FOR PRIVATE ACCESS AND UTILITIES INCLUDING, BUT NOT LIMITED TO THE INSTALLATION AND MAINTENANCE OF SANITARY SEWERS, STORM DRAINS AND WATER SERVICES, AND THEIR NECESSARY APPURTENANCES, ON, OVER, ACROSS, OR UNDER THAT CERTAIN STRIP OF LAND DESIGNATED AS "INGRESS, EGRESS & PUBLIC UTILITY EASEMENT", AS SHOWN ON SAID MAP; SUCH STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

I ALSO HEREBY DEDICATE A "P.S.E." "PUBLIC SERVICE EASEMENT" FOR PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRICITY, GAS AND COMMUNICATIONS, AND THEIR NECESSARY APPURTENANCES, ON, OVER, ACROSS, OR UNDER THAT CERTAIN STRIP OF LAND DESIGNATED AS "P.S.E.", AS SHOWN ON SAID MAP; SUCH STRIP OF LAND IS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

OWNER:
PEOPLES' SELF HELP HOUSING CORPORATION, A CALIFORNIA NON-PROFIT CORPORATION

_____
JOHN FOWLER, PRESIDENT AND CEO

OWNERS' ACKNOWLEDGMENT

THE 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 _____ } SS

ON _____, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED

_____ AND _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON 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.

NOTARY'S SIGNATURE _____
PRINTED NOTARY'S NAME _____
NOTARY'S PRINCIPAL PLACE OF BUSINESS (COUNTY) _____
COMMISSION No. _____
COMMISSION EXPIRES _____

THE SIGNATURES OF THE HOLDERS OF THE FOLLOWING INTERESTS MAY BE OMITTED INASMUCH AS THEIR INTERESTS ARE SUCH THAT IT CANNOT RIPEN INTO A FEE, AND IF THEIR NAMES AND NATURE OF THEIR RESPECTIVE INTERESTS ARE STATED ON THE MAP IN COMPLIANCE WITH SECTION 66436(a)(3)(A)(i) OF TITLE 7 OF DIVISION 2 OF THE GOVERNMENT CODE.

QUITCLAIM DEED AND AUTHORIZATION FOR UNDERGROUND WATER RIGHTS, EXECUTED OCTOBER 30, 1990 BY AND BETWEEN WILLOW STREET KING CITY PARTNERS AND CALIFORNIA WATER SERVICE COMPANY, A CALIFORNIA CORPORATION, RECORDED NOVEMBER 6, 1990 IN REEL 2574, PAGE 1150, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, AN EASEMENT FOR COMMUNICATIONS AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED MAY 2, 1991 AS REEL 2638, PAGE 89, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. (THIS EASEMENT IS SHOWN ON SHEET 2 AS "6' P.U.E. VOL. 17 C&T PAGE 22" ALONG MUSTANG COURT)

ENGINEER'S STATEMENT

I, STEVEN C. WILSON, REGISTERED CIVIL ENGINEER, HEREBY STATE THAT THIS MAP WAS BASED ON A FIELD SURVEY DURING JANUARY, 2019 AND THAT THE SURVEY IS TRUE AND COMPLETE. THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PEOPLES' SELF HELP HOUSING ON JULY 2, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THEY WILL BE SET IN THOSE POSITIONS BEFORE JULY 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED _____

PRELIMINARY

STEVEN C. WILSON
R.C.E. 25,136

REGISTERED PROFESSIONAL ENGINEER
STEVEN C. WILSON
No. 25,136
CIVIL
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AND OF ANY LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL, HAVE BEEN COMPLIED WITH.

DATED _____

_____
OCTAVIO HURTADO
RCE 87997
ACTING CITY ENGINEER, CITY OF KING
HANNA & BUNNETTI

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP PURSUANT TO THE SUBDIVISION MAP ACT, SECTION 66442 (a) (4) AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATED _____

_____
JOHN K. KING
P.L.S. 6809
ACTING CITY SURVEYOR, CITY OF KING
HANNA & BUNNETTI

PLANNING COMMISSION STATEMENT

I, ERICA SOONE, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF KING, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF KING, CALIFORNIA, ON JULY 2, 2019, THAT ALL THE PROVISIONS OF THE "CALIFORNIA SUBDIVISION MAP ACT", AS AMENDED, AND OF THE CITY OF KING LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF SAID "TENTATIVE MAP" HAVE BEEN COMPLIED WITH.

_____ _____
ERICA SOONE DATE
SECRETARY, PLANNING COMMISSION OF THE CITY OF KING
COUNTY OF MONTEREY
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, STEVE ADAMS, CITY CLERK OF THE CITY OF KING, HEREBY STATE THAT THE CITY COUNCIL OF SAID CITY APPROVED THIS MAP ON THE ____ DAY OF _____, 20___, AND ACCEPTS ON BEHALF OF THE PUBLIC ALL EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

_____
STEVE ADAMS
CITY CLERK OF THE CITY OF KING

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___ AT _____ M,
IN VOLUME _____ OF CITIES AND TOWNS, AT PAGE _____, AT THE REQUEST OF MONTEREY BAY ENGINEERS, INC.

COUNTY RECORDER STEPHEN L. VACHINI

DEPUTY _____

SERIAL NO. _____ FEE _____

TRACT NO. _____

MUSTANG COURT SUBDIVISION

PARCEL A
VOLUME 21 PARCEL MAPS, PAGE 35

CITY OF KING | COUNTY OF MONTEREY | STATE OF CALIFORNIA

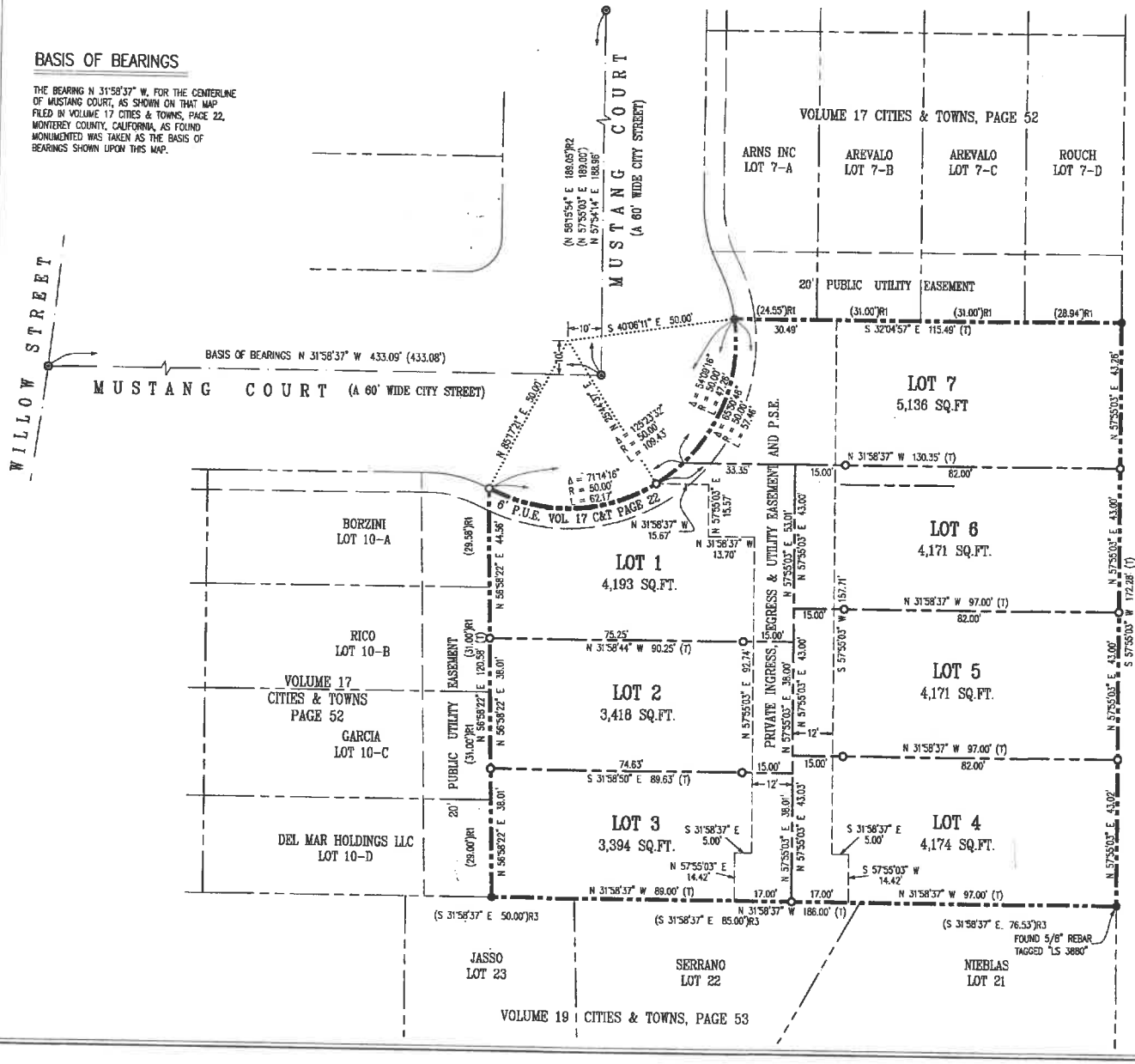
PREPARED FOR
PEOPLES' SELF-HELP HOUSING CORPORATION
BY
MONTEREY BAY ENGINEERS, INC.
607 CHARLES AVE. SUITE B (831) 899-7899 SEASIDE, CA 93955

SCALE: 1" = 20' JOB No. 18-123 AUGUST 2019

SHEET 1 of 2

BASIS OF BEARINGS

THE BEARING N 31°58'37" W. FOR THE CENTERLINE OF MUSTANG COURT, AS SHOWN ON THAT MAP FILED IN VOLUME 17 CITIES & TOWNS, PAGE 22, MONTEREY COUNTY, CALIFORNIA, AS FOUND MONUMENTED WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.



LEGEND AND NOTES:

ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
BEARINGS AND DISTANCES SHOWN ARE BOTH MEASURED AND RECORD UNLESS NOTED.

( ) DENOTES RECORD DATA PER VOLUME 17 CITIES & TOWNS, PAGE 22
( )R1 DENOTES RECORD DATA PER VOLUME 17 CITIES & TOWNS, PAGE 52.
( )R2 DENOTES RECORD DATA PER VOLUME 21 PARCEL MAPS, PAGE 35
( )R3 DENOTES RECORD DATA PER VOLUME 19 CITIES & TOWNS, PAGE 53.

DENOTES THE SUBDIVISION BOUNDARY (DISTINCTIVE SYMBOL).
DENOTES EXISITING STREET CENTERLINE.
DENOTES EXISITING LOT LINE.
DENOTES EXISITING EASEMENT LINE.
DENOTES NEW LOT LINE.
DENOTES NEW EASEMENT LINE.

(T) = TOTAL
P.U.E. = PUBLIC UTILITY EASEMENT
P.S.E. = PUBLIC SERVICE EASEMENT

DENOTES A SET 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "RCE 25136", UNLESS OTHERWISE NOTED.
DENOTES A FOUND 1" IRON PIPE TAGGED "LS 3880" PER VOLUME 17 C&T PAGE 22, UNLESS OTHERWISE NOTED.
DENOTES A FOUND CONCRETE WELL MONUMENT, WITH BRONZE DISK AT THE CENTERLINE OF MUSTANG COURT, PER VOLUME 17 C&T PAGE 22.

KING CITY JOINT UNION HIGH SCHOOL DISTRICT

SCALE 1" = 20'

GRAPHIC SCALE
0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

TRACT NO. _____

MUSTANG COURT SUBDIVISION

PARCEL A
VOLUME 21 PARCEL MAPS, PAGE 35

CITY OF KING | COUNTY OF MONTEREY | STATE OF CALIFORNIA

PREPARED FOR
PEOPLES' SELF-HELP HOUSING CORPORATION
BY
MONTEREY BAY ENGINEERS, INC.
607 CHARLES AVE. SUITE B (831) 899-7899 SEASIDE, CA 93955

SCALE: 1" = 20' JOB No. 18-123 AUGUST 2019

SHEET 2 of 2

KING CITY
CALIFORNIA

Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: DECEMBER 10, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVE ADAMS, CITY MANAGER

BY: GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECTS COORDINATOR

RE: CONSIDERATION OF AWARD OF CONTRACT FOR THE CREEK BRIDGE SOCCER FIELD SOD INSTALLATION PROJECT

RECOMMENDATION:

It is recommended City Council: 1) award a contractor services agreement for the Creek Bridge Soccer Park Sod Installation project to Greenfield Turf, Inc. in the amount $52,693.63; 2) authorize the City Manager to execute the agreement and make non-substantive changes in a form approved by the City Attorney; and 3) appropriate $65,000 for the overall Soccer Park Renovation project.

BACKGROUND:

At the November 26th meeting, the City Council approved an agreement with Aera Energy, LLC for the sponsorship and renovation of the Creek Bridge Soccer Park. The agreement included a donation by Aera Energy, LLC of $60,000 for the purchase and installation of approximately 68,250 square feet of new sod at the Creek Bridge Soccer Park. In anticipation of this agreement, City staff prepared and distributed bid documents requesting quotations for the purchase and installation of the necessary amount of new sod at this facility.

DISCUSSION:

On Thursday, November 7th, bid documents were distributed and formally advertised for the Creek Bridge Soccer Park Sod Installation project. One formal bid was received from Greenfield Turf, Inc. The quotation from Greenfield Turf, Inc. was submitted in compliance with the requirements listed in the bid

documents. It is recommended that the City Council award a contract to Greenfield Turf, Inc. in the amount $52,693.63. for the Creek Bridge Soccer Park Sod Installation project. (Attachment #1).

COST ANALYSIS:

Award of this contract will result in expenditures of $52,693.63. An appropriation of $65,000 is recommended, which includes the $60,000 donation and an additional $5,000 from the General Fund. With existing funding in the budget, staff estimates the overall cost of the project to be approximately $70,000. An estimate of the approximate breakdown of costs is as follows:

Turf Installation	$53,000
New Sign	$8,000
Irrigation Repairs and Soil Preparation	$9,000
Total	$70,000

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15301, which exempts operation, repair, maintenance, or minor alterations to existing structures and facilities because this is limited to maintenance of an existing facility that will not expand existing uses. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

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

1. Approve staff's recommendations;
2. Do not approve staff's recommendation to award the contract and direct staff to revise and rebid the proposed sod purchase and installation work; or
3. Provide other direction to staff.

EXHIBITS:

1. Formal Bid Results – Creek Bridge Soccer Park Sod Installation project
2. Draft Agreement

Submitted by: _____
Geoff English, Public Works Special Project Coordinator

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

CITY OF KING
CALIFORNIA

CREEK BRIDGE SOCCER FIELD SOD INSTALLATION PROJECT

December 3, 2019 2pm

BIDS RECIEVED

	Bidder(s) Company Name and Address	Base bid amount
1	Greenfields Turf, Inc.	$52,693.63
2		
3		
4		
5		
6		

Bids Opened by:

Erica Sonne
Name

Erica L. Sonne
Signature

Date: 12/3/19

Time: 2:00 pm

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF KING AND GREENFIELDS TURF, INC.

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 10th day of December, 2019 ("Effective Date") by and between the City of King, a California municipal corporation ("City") and Greenfields Turf, Inc., ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Formal of Bid Request for Quotation, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of King Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 [Reserved]

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects.

Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officials, officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes

of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or a total compensation amount up to $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the unit prices set forth in the Bid Schedule in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such

detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) 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.

1.9 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.

1.10 Trenching and Excavation.

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law: 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed fifty-two thousand, six hundred and ninety-three dollars and sixty-three cents ($52,693.63) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified unit prices per measured quantities, tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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, Contractor 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. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30)

days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Monterey, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor 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 Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Christopher Voelker Jr.	General Manager
(Name)	(Title)
Ray Freitas	Sales Representative
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express

written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall

obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor 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, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers 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 Contractor 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 Contractor 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 $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

(e) Subcontractors. Contractor 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. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

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 Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, 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 at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor 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 Contractor 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 endorsements 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.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

"CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE)."

Contractor's Authorized Initials _____

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of

or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds 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's 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 Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300.

Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section 22300. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

5.7 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. 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. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract

Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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.

6.4 Confidentiality and Release of Information.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 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, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Santa Clara, State of California.

7.2 Disputes and Claims.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor, or by a contractor on behalf of a subcontractor, on any public works project effective January 1,

2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

(c) Dispute Resolution. To the extent not superseded by Public Contract Code Section 9204, this Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

7.5 Rights and Remedies are Cumulative.

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.

7.6 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, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one hundred dollars ($ 100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor 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, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. 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.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor 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 Contractor 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 Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 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 may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any

corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor shall take affirmative action to insure 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.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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 South Vanderhurst Avenue, King City, CA 93930 and in the case of the Contractor, to the person 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. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 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.

9.3 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.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

9.6 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 "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Contractor 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. Contractor 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. Contractor 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.

Contractor's Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

The person(s) executing this Agreement on behalf of any entity that is a Party 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 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:

_____
Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Roy Santos, City Attorney

CONTRACTOR:

_____

*By:_____
Name:
Title:

*By:_____
Name:
Title:

Address:_____
_____
_____

***CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

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 _____, 2018 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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2018 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

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

CREEKBRIDGE SOCCER PARK SOD INSTALLATION PROJECT

GENERAL CONDITIONS AND SPECIFICATIONS

1. The responsible low-bid contractor, following award by the City of King City Council shall enter the City's standard Contractor Agreement and provide all required insurance. (A copy of the City's standard Contractor Agreement is available for review in advance upon request.)
2. The responsible low-bid contractor will secure a City of King business license before staring any work.
3. The responsible low-bid contractor must be registered with the State of California Department of Industrial Regulations.
4. The contractor shall be licensed in California with a Class A or C-32 contractor's license.
5. The responsible low bidder will be responsible to furnish, deliver and install the sod per the specifications outlined herein.

TECHICAL SODDING SPECIFICATIONS

LAWN SODDING

PART 1- GENERAL

1.01- Description of Work
This section includes preparation of the furnishing and installing sod for the sodded areas.

1.02- Submittals
A. Sod grower certification of grass species and location of sources.
B. Certification of the fertilizer analysis
C. Written instructions recommending procedures for maintenance of sodded lawns, prior to final acceptance of sod.

1.03- Delivery, Storage and Handling
A. Harvest, deliver and transplant sod within a 24 hour period unless a suitable preservation method is approved by the City prior to delivery.
B. Do not harvest or transplant sod when moisture content may adversely affect sod survival.

C. Protect sod that cannot be placed immediately on delivery from sun, wind, dehydration and rain prior to installation.
D. Sod showing visible signs of heating or dehydration will be rejected.
E. Do not tear, stretch or drop sod during handling and installation.
F. Deliver fertilizer to the site in original, unopened, and non-damaged containers, each bearing the manufacturer's guaranteed analysis.
G. Store package materials off the ground and protect from moisture and deterioration.

1.04- Scheduling and conflicts
A. Notify the City at least three (3) calendar days prior to start of sodding operations.
B. Perform sod installation after planting and other work affecting ground surface and been completed or as approved by the City.
C. Arrange for delivery of sod in the morning to insure same-day installation.

1.05- Measure and Payment
1. Measurement: Measurement will be in square feet of sod.
2. Payment: Payment will be the unit price per square feet of sod.

PART 2- PRODUCTS

2.01- Sod
A. Provide a well-established, well rooted healthy, nursery-grown sod blend of the specified turf with a uniform color, leaf texture and density.
Turf Variety: Greenfield Turf, Inc.- Enduro Dwarf Tall Fescue or equivalent
Sod netting is to be a degradable type.
B. Sod is to be grown in sandy-loam fields with a minimum sand content of 65%.
C. Ensure sod is free from objectionable grasses and broadleaf weeds, roots of trees or shrubs, stones, thatch, and other objectionable materials, nematodes and soil-born insects and free from disease.
D. Mow at a height of two (2) inches prior to cutting.
E. Cut Sod with a sod machine in strips of uniform width and length, with straight edges. Cut to a uniform soil thickness of approximately ½ to 5/8 inch; thickness measurement excludes top growth.
F. Ensure sod is moist when placed.

2.02- Stakes
A. Softwood stakes: ¾ inch diameter and 8 inches long
B. Steel pins: Tee shapes with a 4-inch head and 8-inch leg

2.03- Water
Irrigation water to be provided by the City at City expense.

PART 3- EXECUTION

3.01- Preparation of Sodbed

A. All sodbed preparation and fertilization will be completed by the City of King.

3.02- Sod Installation

A. Do not lay sod when freezing conditions are forecast within 24 hours.
B. Dampen dry soil prior to placing sod.
C. Firm soil along the edges of the sodded areas.
D. Carefully place sod in rows or strips evenly, with the longest edge parallel to the finished contours.
E. Minimize traffic on newly laid sod during installation.
F. Tightly fit each strip against each other without voids. Do not overlap edges. Stagger joints at the ends of sod strips with adjacent strips of sod.
G. Finish sod edges at walks, curbs, planting, mulch edges, and other vertical surface by cutting and fitting tightly to edge.
H. Place sod mat approximately one (1) inch below finished surface of walks, pavement, curbs, or other permanent features. Remove any sod not conforming to this requirement, adjust subgrade and re-lay the sod.
I. Where new sod joins existing lawns, cut straight and neatly into existing lawn and level subgrade to match height.
J. Roll lightly watered sod with a small mechanical or had sod roller to sufficiently set or heal sod into soil and remove lumps. Roll as required to firm and level the sodded areas.

3.03- Watering and maintenance

A. The City of King will be responsible for all irrigation and sod maintenance.

3.04- Clean-up

A. Remove excess material, debris, and equipment from the site.
B. Clean all paved surfaces.

3.05- Acceptance

A. Sod acceptance will be based on the following criteria:
   1. All requirements for the completed installation have been met.
   2. Sodded areas are healthy and even colored and free from weeds, undesirable grass species, disease and insects.
   3. Clean up operations are completed.

EXHIBIT "B"

[NOT APPLICABLE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates submitted as part of Contractor's Proposal, as follows:.

QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL
68,250	SF	Sod Purchase	$ 0.48	$35,629.63
68,250	SF	Sod Installation- Prevailing Wage	$ 0.25	$17,069.00
TOTAL:				**$52,693.63**

II. The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

TENTATIVE SCHEDULE

Tuesday, December 3, 2019 2:00pm	Bid Due date
Tuesday, December 10, 2019	City Council Award
Friday, December 20, 2019	Agreement fully endorsed
Monday, January 6, 2020	Work period begins (weather permitting)
Friday, January 24, 2020	Work period ends

Work shall only be performed between the hours of 8:00 a.m. and 7:00 p.m., on weekdays. Work shall not be performed on Saturdays, Sundays or legal holidays.

Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City.

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

EXHIBIT "E"

PUBLIC CONTRACT CODE SEC. 9204
NEW PUBLIC WORKS CLAIMS
PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities. The text of this new legislation is set forth below:

Public Contract Code § 9204.
Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a

charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the

claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits

of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Contractor's Certificate Regarding Worker's Compensation

Description of Contract:

City of King
Creek Bridge Soccer Field Sod Installation Project

Labor Code Section 3700 Provides (in part):

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated:_____, 20___

(Contractor)

By_____

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.

KING CITY
CALIFORNIA

Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

BY: **MIKE HOWARD, DIRECTOR OF FINANCE**

RE: **CONSIDERATION OF CITY OF KING FY 2018-2019 AB 1600 IMPACT FEE REPORT**

RECOMMENDATION:

It is recommended City Council adopt a Resolution receiving and accepting the FY 2018-2019 AB 1600 Impact Fee Report.

BACKGROUND:

Government Code Sections 66000 et seq. (enacted by AB 1600) requires local agencies to provide an accounting of impact fees imposed on development projects. These fees are intended to mitigate certain cost impacts of development projects on existing City facilities and infrastructure.

The basic accounting and reporting responsibilities require the City to provide a detailed reporting of the use of development impact fees every five years. The City must comply with two basic requirements. First, the City must report findings on the amount collected for each fee, the use of the fees, and any unexpended fees at year-end. The second requirement provides that the City shall establish separate capital facility accounts for improvements funded by each development impact fee. The City is required to make available to the public specific information on each account.

DISCUSSION:

Attached is the Impact Fee Report for the past ten years ending in Fiscal Year 2018-2019. The attached report presents the information required per AB 1600 and is organized by Fund. As the report indicates, the City has utilized these

revenue sources to make significant improvements to infrastructure in order to keep pace with growth.

Improvements underway and/or planned for FY 2019-2020 include the Downtown Plaza and History Center project, City facility ADA and technology upgrades, the roundabout project and wastewater system improvements. In many of the funds, the balances are not yet high enough to begin the improvements identified in the Development Impact Fee Nexus Report. Therefore, they are being allowed to accumulate resources as new development occurs. The Traffic Impact Fee Fund has accumulated the largest amount of revenue. However, this fund also has the most significant future projects planned, including the roundabout and the multimodal transportation center

COST ANALYSIS:

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

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. Receive and accept the report;
2. Do not accept the report and request changes; or
3. Provide other direction to staff.

Submitted by: _____
Mike Howard, Director of Finance

Approved by: _____
Steven Adams, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING RECEIVING AND ACCEPTING FY 2018-2019 AB 1600 IMPACT FEE REPORT

WHEREAS, the City of King has established development impact fees to mitigate certain cost impacts of development projects on existing City facilities and infrastructure; and

WHEREAS, said fees have been established based upon an approved engineering study to determine the proportional costs to mitigate the impacts of each project; and

WHEREAS, Government Code Sections 66000 et seq. (enacted by AB 1600) requires local agencies to provide an accounting of impact fees imposed on development projects; and

WHEREAS, the Impact Fee Report attached as Exhibit A sets forth an accounting history of the revenue received from each impact fee, along with uses of the funds and other data and information required by Government Code Sections 66000 et seq.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of King hereby receives and accepts the FY 2018-19 AB 1600 Impact Fee Report:

This resolution was passed and adopted this **10th** day of **December, 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

EXHIBIT A

Library Expansion Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, capital infrastructure to the Library services. Fees are only charged to projected vested as of August 21, 2010.

Fee Amount:

Single Family Dwelling (per unit)	-$500.61
Multiple Family Dwelling (per unit)	-$533.76
Mobil Home Dwelling (per unit)	-$494.90
Commercial Lodging (per unit)	-
Commercial Lodging (per unit)	-
Commercial (per square foot)	-
Industrial (per square foot)	-

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds have been used for accessibility improvements. Construction is planned for a new library historical archive annex adjacent to the planned Downtown Plaza. Impact fee funds are projected to fund 50% of the project costs for the renovation.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Renovation is anticipated in fall 2020.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Park and Open Space Acquisition Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, this includes the acquisition and development of new parks, the construction of recreational facilities for the City and improvements of existing undeveloped parklands

Fee Amount:

Single Family Dwelling (per unit)	$3,323.50
Multiple Family Dwelling (per unit)	$3,602.50
Mobil Home Dwelling (per unit)	$3,442.00
Commercial Lodging (per unit)	-
Commercial Lodging (per unit)	-
Seasonal Employee Housing (per bed)	$450.31
Commercial (per square foot)	-
Industrial (per square foot)	-

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Park Impact funds were used to acquire land for development of a downtown park/plaza/open space facility. Additional grant funds or General Fund revenues will be used for construction of a Downtown Plaza and Park. Development Impact Fee funds are projected to fund 20% of the costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Construction is anticipated in spring 2021.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Law Enforcement Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, this funds projects needed for the City's Police Department, including expansion of the Police Station and acquisition or additional communication equipment and vehicles.

Fee Amount:

Single Family Dwelling (per unit)	$847.64
Multiple Family Dwelling (per unit)	$134.88
Mobil Home Dwelling (per unit)	$ 85.08
Commercial Lodging (per unit)	$193.50
Seasonal Employee Housing (per bed)	$10.64
Commercial (per square foot)	$0.373
Industrial (per square foot)	$0.003
Storage Units (per square foot)	$0.206

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

No funds were expended during the reporting period. Funds will be used for expansion of office/meeting space at the Police Station and will fund approximately 5% of the project costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Funds budgeted are projected to be expended in summary 2020.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

General Government Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, this program provides for the completion and expansion of various City facilities, (specialty) equipment and vehicles.

Fee Amount:

Single Family Dwelling (per unit)	$582.50
Multiple Family Dwelling (per unit)	$582.50
Mobil Home Dwelling (per unit)	$582.50
Commercial Lodging (per unit)	$161.50
Employee Seasonal Housing (per bed)	$72.81
Commercial (per square foot)	$0.204
Industrial (per square foot)	$0.204
Storage Units (per square foot)	$0.204

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds have been used for expansion of accessibility for City facilities and technology upgrades necessary due to growth in the community. It has funded an estimated 80% of these costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Additional expansion and upgrade projects will be completed by June 30, 2020.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Fire Protection Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, this program includes facilities necessary to support the level of service provided by the City's volunteer Fire Department Chief and volunteer firefighters.

Fee Amount:

Single Family Dwelling (per unit)	$693.57
Multiple Family Dwelling (per unit)	$533.80
Mobil Home Dwelling (per unit)	$351.72
Commercial Lodging (per unit)	$0.216
Seasonal Employee Housing (per bed)	$66.73
Commercial (per square foot)	$0.160
Industrial (per square foot)	$0.010
Storage Units (per square foot)	$0.010
Buildings 3-Story and Above (building)	Fee plus $30,000

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

No funds were expended during the reporting period. The fund balance will be expended on acquisition and upgrade of an engine with a ladder attachment. The impact fee revenue will fund approximately 20% of the costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Acquisition of the apparatus is projected to occur in fall 2020.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Storm Drainage Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, these projects include the construction of new storm drain lines, channels and other facilities for the purposes of storm drainage collection.

Fee Amount:

Single Family Dwelling (per unit)	$1,321.50
Multiple Family Dwelling (per unit)	$475.00
Mobil Home Dwelling (per unit)	$526.00
Commercial Lodging (per unit)	$240.50
Seasonal Employee Housing (per bed)	$59.38
Commercial (per square foot)	$0.452
Industrial (per square foot)	$0.365
Storage Units (per square foot)	$0.246

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds were used to pay for planning and implementation of stormwater improvements needed to comply with Regional Water Quality Control Board requirements and account for approximately 50% of the costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Additional funds will be used for improvements to stormwater catch basins projected in 2021.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Public Meeting Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, these projects include the construction of community/recreation centers for classes, meetings and other general public uses.

Fee Amount:

Single Family Dwelling (per unit)	$946.50
Multiple Family Dwelling (per unit)	$1,027.00
Mobil Home Dwelling (per unit)	$990.50
Commercial Lodging (per unit)	-
Seasonal Employee Housing (per bed)	-
Commercial (per square foot)	-
Industrial (per square foot)	-
Storage Units (per square foot)	-

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds were used for acquisition of an existing building to convert to a public visitor center, history center and meeting space. The fund is projected to pay for 75% of the costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Completion of the project is projected in fall 2020.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Aquatic Center Facilities Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, projects include expansions to the pool surface and the utility/locker facility necessary to merely maintain the existing standard of service.

Fee Amount:

Single Family Dwelling (per unit)	$343.00
Multiple Family Dwelling (per unit)	$371.00
Mobil Home Dwelling (per unit)	$355.00
Commercial Lodging (per unit)	-
Seasonal Employee Housing (per bed)	-
Commercial (per square foot)	-
Industrial (per square foot)	-
Storage Units (per square foot)	-

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds have been expended on expansion of access related amenities. Future funds will be expended on upgrade of the utility/locker facility and/or a cover on one of the pools to expand availability to meet demand. Funds are projected to be used for 90% of the costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Future improvements are project in 2002.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Circulation (Streets, Bridges and Signals) System Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, projects include future street widenings, additional traffic signals and intersection improvements and possibly bridges.

Fee Amount:

Single Family Dwelling (per unit)	$3,829.42
Multiple Family Dwelling (per unit)	$2,556.40
Mobil Home Dwelling (per unit)	$2,003.42
Commercial Lodging (per unit)	$2,014.31
Seasonal Employee Housing (per bed)	$159.78
Commercial (per square foot)	$4.635
Industrial (per square foot)	$2.502
Storage Units (per square foot)	$1.096

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds have been expended on planning and engineering for the Roundabout project at San Antonio Road and Broadway Street and the Multimodal Transportation Center project. Funds will account for approximately 2.5% of those project costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Construction is anticipated within 5 years for these projects.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Sewer Collection System Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, projects include expansion of the City's wastewater collection system as many of the existing collection lines were not designed nor constructed for the flows anticipated at this time. The system will need to be expanded to accommodate this development-generated additional flow.

Fee Amount:

Single Family Dwelling (per unit)	$2,463.03
Multiple Family Dwelling (per unit)	$1,458.73
Mobil Home Dwelling (per unit)	$1,458.73
Commercial Lodging (per unit)	$552.99
Seasonal Employee Housing (per bed)	$182.34
Commercial (per square foot)	$0.668
Industrial (per square foot)	$1.002
Storage Units (per square foot)	$0.362

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds have been expended on upgrade of a major sewer main on Mildred Avenue, Division Street and First Street. It will account for approximately 7.5% of costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

Future improvements are projected in 2021.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

Wastewater Treatment Plant Fees
Fiscal Year 2018-2019

Description of Fee:

This fee was established to generate resources necessary to offset the proportional impacts of new development on the City's capital infrastructure. Specifically, the City's wastewater treatment plant was not designed for the rate of flow expected at General Plan build-out and will need to be expanded.

Fee Amount:

Single Family Dwelling (per unit)	$4,523.50
Multiple Family Dwelling (per unit)	$2,679.86
Mobil Home Dwelling (per unit)	$2,679.86
Commercial Lodging (per unit)	$1,014.68
Seasonal Employee Housing (per bed)	$334.98
Commercial (per square foot)	$1.227
Industrial (per square foot)	$1.841
Storage Units (per square foot)	$0.666

Beginning and Ending Balances:

Please reference fund worksheet.

Amount of Fees collected and interest earned:

Please reference fund worksheet.

Amount of other revenue:

N/A

Public Improvement, amount of fee used and total percentage of project cost:

Funds are being expended for upgrade and expansion of the Wastewater Treatment Plant. Development impact fee revenue are anticipated to account for 7.5% of the total costs.

Identification of an approximate date by which construction of the public improvement or acquisition will commence/occur:

The balance of funds are anticipated to be expended by 2022.

Description of each interfund transfer of loan made from the account or fund:

None.

The amount of refunds made pursuant to subdivision € of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001:

None.

City of King

Library Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	16,520.13	17,020.74	19,023.18	11,063.42	13,015.86	4,506.43			1,015.16		82,164.92
Interest Income	294.89	294.89	164.71	238.59	11.19					384.51	1,388.78
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	16,815.02	17,315.63	19,187.89	11,302.01	13,027.05	4,506.43	-	-	1,015.16	384.51	83,553.70
Contract Services									(219.11)	4,129.13	3,910.02
Repairs & Maintenance	215.60	1,043.50						95.00		379.81	1,733.91
Library Building	-	95.00	694.69	858.48	7,113.71	465.00	983.00	582.13	707.69	1,781.10	13,280.80
											-
Total Expenditures	215.60	1,138.50	694.69	858.48	7,113.71	465.00	983.00	677.13	488.58	6,290.04	18,924.73
Total Excess / <Deficit>	16,599.42	16,177.13	18,493.20	10,443.53	5,913.34	4,041.43	(983.00)	(677.13)	526.58	(5,905.53)	64,628.97
Beginning Fund Balance	81,975.84	65,798.71	47,305.51	36,861.98	30,948.64	26,907.21	27,890.21	28,567.34	28,040.76	33,946.29	
Ending Fund Balance	98,575.26	81,975.84	65,798.71	47,305.51	36,861.98	30,948.64	26,907.21	27,890.21	28,567.34	28,040.76	

City of King

Park Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	16,886.63			200.00			397,176.00		7,660.02		421,922.65
Interest Income		1,165.53	906.69	1,571.52	102.20						3,745.94
Grant Proceeds		162,358.00	74,775.00								237,133.00
Other			37,633.06		187,827.27	199,873.73					425,334.06
Charges for current services											-
Total Income	16,886.63	163,523.53	113,314.75	1,771.52	187,929.47	199,873.73	397,176.00	-	7,660.02	-	1,088,135.65
Engineering Services		7,588.00	15,450.00	1,004.25	273,069.99						297,112.24
Contract Services	10,753.00	120,691.82	158,110.06						(219.11)	4,129.13	
Repairs & Maintenance											-
Interest Expense										12.99	
Park Improvements	4,412.67					199,873.23					204,285.90
Capital Outlay - Land	16,166.00	9,392.00									**25,558.00**
											-
Total Expenditures	31,331.67	137,671.82	173,560.06	1,004.25	273,069.99	199,873.23	-	-	(219.11)	4,142.12	526,956.14
Total Excess / <Deficit>	(14,445.04)	25,851.71	(60,245.31)	767.27	(85,140.52)	0.50	397,176.00	-	7,879.13	(4,142.12)	561,179.51
Beginning Fund Balance	281,583.70	255,731.99	315,977.30	315,210.03	400,350.55	400,350.05	3,174.05	3,174.05	(4,705.08)	(562.96)	
Ending Fund Balance	267,138.66	281,583.70	255,731.99	315,977.30	315,210.03	400,350.55	400,350.05	3,174.05	3,174.05	(4,705.08)	

City of King

Wastewater Collection Impact Fee
History

	18/19	17/18	Total
Impact Fees	80,864.67		80,864.67
Interest Income			-
Grant Proceeds			-
Other			-
Charges for current services			-
Total Income	80,864.67	-	80,864.67
Engineering Services			-
Contract Services			
Repairs & Maintenance			-
Interest Expense			
Park Improvements			-
Capital Outlay - Land			-
			-
Total Expenditures	-	-	-
Total Excess / <Deficit>	80,864.67	-	80,864.67
Beginning Fund Balance	-	-	
Ending Fund Balance	80,864.67	-	

City of King

Police Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	48,369.04	30,842.70	41,236.61	25,555.38	22,151.00	7,051.42	14,307.00		2,354.12	1,326.29	193,193.56
Interest Income		111.41	57.82								169.23
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	48,369.04	30,954.11	41,294.43	25,555.38	22,151.00	7,051.42	14,307.00	-	2,354.12	1,326.29	193,362.79
Engineering Services											-
Contract Services									(219.11)	4,129.13	
Repairs & Maintenance											-
Interest Expense										1,754.76	
Park Improvements											-
Capital Outlay - Land											-
											-
Total Expenditures	-	-	-	-	-	-	-	-	(219.11)	5,883.89	-
Total Excess / <Deficit>	48,369.04	30,954.11	41,294.43	25,555.38	22,151.00	7,051.42	14,307.00	-	2,573.23	(4,557.60)	193,362.79
Beginning Fund Balance	(17,692.84)	(48,646.95)	(89,941.38)	(115,496.76)	(137,647.76)	(144,699.18)	(159,006.18)	(159,006.18)	(161,579.41)	(157,021.81)	
Ending Fund Balance	30,676.20	(17,692.84)	(48,646.95)	(89,941.38)	(115,496.76)	(137,647.76)	(144,699.18)	(159,006.18)	(159,006.18)	(161,579.41)	

City of King

Wastewater Collection Impact Fee
History

	18/19	17/18	Total
Impact Fees	120,293.73		120,293.73
Interest Income			-
Grant Proceeds			-
Other			-
Charges for current services			-
Total Income	120,293.73	-	120,293.73
Engineering Services			-
Contract Services			
Repairs & Maintenance			-
Interest Expense			
Park Improvements			-
Capital Outlay - Land			-
			-
Total Expenditures	-	-	-
Total Excess / <Deficit>	120,293.73	-	120,293.73
Beginning Fund Balance	-	-	
Ending Fund Balance	120,293.73	-	

City of King

General Facility, Vehicle, Equipment Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	53,058.89	18,671.11	34,567.21	21,217.92	19,717.54	6,821.54	64,239.00		2,925.64	14,647.20	235,866.05
Interest Income		169.34	3.32	1,519.62	85.34					2,129.24	3,906.86
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	53,058.89	18,840.45	34,570.53	22,737.54	19,802.88	6,821.54	64,239.00	-	2,925.64	16,776.44	239,772.91
Engineering Services									200.00	2,854.89	3,054.89
Computers & Printers	51,063.92	29,720.40	42,147.03								122,931.35
Contract Services			3,658.81						(219.12)	4,129.15	7,568.84
Repairs & Maintenance	1,018.34		626.09								1,644.43
Building Repairs			3,808.23								3,808.23
Interest Expense											-
Park Improvements											-
Capital Outlay - Land											-
											-
Total Expenditures	52,082.26	29,720.40	50,240.16	-	-	-	-	-	(19.12)	6,984.04	139,007.74
Total Excess / <Deficit>	976.63	(10,879.95)	(15,669.63)	22,737.54	19,802.88	6,821.54	64,239.00	-	2,944.76	9,792.40	100,765.17
Beginning Fund Balance	277,409.36	288,289.31	303,958.94	281,221.40	261,418.52	254,596.98	190,357.98	190,357.98	187,413.22	177,620.82	
Ending Fund Balance	278,385.99	277,409.36	288,289.31	303,958.94	281,221.40	261,418.52	254,596.98	190,357.98	190,357.98	187,413.22	

City of King

Fire & Development Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	45,505.24	30,282.70	38,121.57	24,477.88	17,547.44	7,010.20	56,715.00		3,989.24	8,206.95	231,856.22
Interest Income		433.57	204.18	263.73	8.11						909.59
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	45,505.24	30,716.27	38,325.75	24,741.61	17,555.55	7,010.20	56,715.00	-	3,989.24	8,206.95	232,765.81
Engineering Services									200.00	2,854.89	3,054.89
Computers & Printers											-
Contract Services									(219.12)	4,129.15	3,910.03
Repairs & Maintenance											-
Building Repairs											-
Interest Expense										594.61	594.61
Park Improvements											-
Capital Outlay - Land											-
											-
Total Expenditures	-	-	-	-	-	-	-	-	(19.12)	7,578.65	7,559.53
Total Excess / <Deficit>	45,505.24	30,716.27	38,325.75	24,741.61	17,555.55	7,010.20	56,715.00	-	4,008.36	628.30	225,206.28
Beginning Fund Balance	120,525.04	89,808.77	51,483.02	26,741.41	9,185.86	2,175.66	(54,539.34)	(54,539.34)	(58,547.70)	(59,176.00)	
Ending Fund Balance	166,030.28	120,525.04	89,808.77	51,483.02	26,741.41	9,185.86	2,175.66	(54,539.34)	(54,539.34)	(58,547.70)	

City of King

Storm Sewer Impact Fund
History

	18/19.	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	102,226.25	18,245.15	22,955.03	14,898.89	13,554.82	4,692.59	52,383.53	32.67	1,855.06	11,809.51	242,653.50
Interest Income		116.67	137.09	245.56	17.23					593.77	1,110.32
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	102,226.25	18,361.82	23,092.12	15,144.45	13,572.05	4,692.59	52,383.53	32.67	1,855.06	12,403.28	243,763.82
Engineering Services		34,904.37	8,801.26	27,201.37	21,021.09	11,433.00	8,585.25	9,192.75	6,071.00	14,674.14	141,884.23
Computers & Printers											-
Contract Services	10,183.62	7,250.00		2,542.31					(219.12)	4,129.15	23,885.96
Repairs & Maintenance											-
Building Repairs											-
Interest Expense											-
Public Notices									37.50		37.50
Capital Outlay - Land											-
											-
Total Expenditures	10,183.62	42,154.37	8,801.26	29,743.68	21,021.09	11,433.00	8,585.25	9,192.75	5,889.38	18,803.29	165,807.69
Total Excess / <Deficit>	92,042.63	(23,792.55)	14,290.86	(14,599.23)	(7,449.04)	(6,740.41)	43,798.28	(9,160.08)	(4,034.32)	(6,400.01)	77,956.13
Beginning Fund Balance	32,455.74	56,248.29	41,957.43	56,556.66	64,005.70	70,746.11	26,947.83	36,107.91	40,142.23	46,542.24	
Ending Fund Balance	124,498.37	32,455.74	56,248.29	41,957.43	56,556.66	64,005.70	70,746.11	26,947.83	36,107.91	40,142.23	

City of King

Traffic Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	302,510.82	76,366.85	87,678.58	61,093.48	56,729.54	19,641.29	271,662.00		27,572.56	50,059.57	953,314.69
Interest Income		850.42	384.54	452.94	7.80						1,695.70
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	302,510.82	77,217.27	88,063.12	61,546.42	56,737.34	19,641.29	271,662.00	-	27,572.56	50,059.57	955,010.39
Engineering Services	880.00	4,403.25		2,008.50					200.00	2,854.86	10,346.61
Computers & Printers											-
Contract Services		10,962.00							(219.12)	4,129.13	14,872.01
Repairs & Maintenance											-
Building Repairs											-
Interest Expense										3,905.04	3,905.04
Public Notices											-
Capital Outlay - Improvement	31,866.50	19,950.00									**51,816.50**
											-
Total Expenditures	32,746.50	35,315.25	-	2,008.50	-	-	-	-	(19.12)	10,889.03	80,940.16
Total Excess / <Deficit>	269,764.32	41,902.02	88,063.12	59,537.92	56,737.34	19,641.29	271,662.00	-	27,591.68	39,170.54	874,070.23
Beginning Fund Balance	215,215.09	173,313.07	85,249.95	25,712.03	(31,025.31)	(50,666.60)	(322,328.60)	(322,328.60)	(349,920.28)	(389,090.82)	
Ending Fund Balance	484,979.41	215,215.09	173,313.07	85,249.95	25,712.03	(31,025.31)	(50,666.60)	(322,328.60)	(322,328.60)	(349,920.28)	

City of King

Public Use Facilities Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	41,255.43	23,977.14	27,713.79	17,630.25	18,335.46	6,348.22	140,027.00				275,287.29
Interest Income		1,361.22	1,018.28	1,683.13	96.41				1,574.55	1,736.05	7,469.64
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	41,255.43	25,338.36	28,732.07	19,313.38	18,431.87	6,348.22	140,027.00	-	1,574.55	1,736.05	282,756.93
Engineering Services									200.00	2,854.86	3,054.86
Computers & Printers											-
Contract Services		2,775.25	7,831.00						(219.12)	4,129.13	14,516.26
Repairs & Maintenance											-
Building Repairs											-
Interest Expense											-
Public Notices											-
Capital Outlay - Land		460,122.16									**460,122.16**
											-
Total Expenditures	-	462,897.41	7,831.00	-	-	-	-	-	(19.12)	6,983.99	477,693.28
Total Excess / <Deficit>	41,255.43	(437,559.05)	20,901.07	19,313.38	18,431.87	6,348.22	140,027.00	-	1,593.67	(5,247.94)	(194,936.35)
Beginning Fund Balance	(79,635.81)	357,923.24	337,022.17	317,708.79	299,276.92	292,928.70	152,901.70	152,901.70	151,308.03	156,555.97	
Ending Fund Balance	(38,380.38)	(79,635.81)	357,923.24	337,022.17	317,708.79	299,276.92	292,928.70	152,901.70	152,901.70	151,308.03	

City of King

Aquatic Center Impact Fund
History

	18/19	17/18	16/17	15/16	14/15	13/14	12/13	11/12	10/11	09/10	Total
Impact Fees	29,524.93	24,402.35	23,709.98	20,219.09	18,127.46	6,240.20	40,926.00				163,150.01
Interest Income		619.33	397.87	619.99	35.01				1,419.48	614.69	3,706.37
Grant Proceeds											-
Other											-
Charges for current services											-
Total Income	29,524.93	25,021.68	24,107.85	20,839.08	18,162.47	6,240.20	40,926.00	-	1,419.48	614.69	166,856.38
Engineering Services									200.00	2,854.86	3,054.86
Computers & Printers											-
Contract Services		1,000.00		12,178.56		1,250.00			(219.11)	4,129.10	18,338.55
Repairs & Maintenance											-
Building Repairs											-
Interest Expense											-
Public Notices											-
Capital Outlay - Land											-
											-
Total Expenditures	-	1,000.00	-	12,178.56	-	1,250.00	-	-	(19.11)	6,983.96	21,393.41
Total Excess / <Deficit>	29,524.93	24,021.68	24,107.85	8,660.52	18,162.47	4,990.20	40,926.00	-	1,438.59	(6,369.27)	145,462.97
Beginning Fund Balance	172,178.76	148,157.08	124,049.23	115,388.71	97,226.24	92,236.04	51,310.04	51,310.04	49,871.45	56,240.72	
Ending Fund Balance	201,703.69	172,178.76	148,157.08	124,049.23	115,388.71	97,226.24	92,236.04	51,310.04	51,310.04	49,871.45	

KING CITY
CALIFORNIA

Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF MESA DEL REY AIRPORT GROUND LEASE WITH RAVA BUSINESS PARK, INC.**

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution approving a ground lease with Rava Business Park, Inc. for use of land adjacent to the business park for aviation access and purposes; and 2) authorize the City Manager to execute the lease and make any non-substantive changes necessary in a form approved by the City Attorney.

BACKGROUND:

The Mesa Del Rey Airport maintains a number of leases for airport hangars and ground leases for lessees that have constructed their own hangars or utilize land for other related purposes. The Federal Aviation Administration (FAA) regulates use of airport property, which includes restricting the lease of land for fair market value and for aviation related uses. Most of the City's airport leases had expired over 10 years ago. Therefore, the goal of the City's efforts has been to reinstitute valid leases that are in compliance with FAA regulations. The City has updated all hangar leases and portable hangar ground leases. Staff is now working on completing the remaining miscellaneous ground leases.

DISCUSSION:

The City currently leases two pieces of Airport property to the Rava Business Park. One is approximately 145,000 square feet leased for $1 annually. The other is approximately 24,000 square feet leased for $3,000 annually. The $1 lease does not comply with FAA regulations.

Staff has not been able to find all the history on that lease, but it appears to have been linked in some way to the wastewater agreement for the Rava Business Park, Inc., which dates back to when the facility was a food processing plant under the prior owner. Staff believes both should be standalone agreements and the City Council approved the new wastewater agreement at the meeting on September 10th.

The proposed new airport lease agreement makes four primary changes. First, it combines both leases into one for purposes of consistency and simplification. Second, the boundaries of the property have been modified to delete a portion of property they have no use for and add other property that is desired for the purpose of relocating an existing building for use as a new hangar. Third, it bases the lease amount on a recent appraisal that was prepared by a licensed appraiser. While it is slightly lower rent than recommended by the appraiser, it is within the range that the appraiser felt was reasonable given the level of accuracy of the appraisal due to a lack of reliable comparable rents. Fourth, in order to accommodate potential new hangar improvements, the term of the new lease is 10 years with tenant options for two additional 10-year extensions. CPI increases will take effect after the first five years.

The justification for the length of the term is to accommodate the investment required to relocate and renovate the proposed hangar on the site. The Ravas propose to relocate and reconstruct one of the original hangars used during WWII by Mesa Del Rey Airport for the purpose of training military pilots. Relocating this hangar will help preserve the history of the King City Airport for future generations. It will also help stimulate airport activities and use. The building will be moved and then remodeled. The quanset style hangar will be approximately 14,000 square feet and include a small office and pilot lounge. A copy of a conceptual rendering is included in Exhibit C of the agreement. The City retains the right to terminate the agreement with 60 days prior notice after 10 years if the hangar project is not completed by that time.

COST ANALYSIS:

The proposed lease will increase revenue to the Mesa Del Rey Airport Fund by approximately $22,000 annually.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this action and has determined that it falls within the Categorical Exemption set forth in Section 15301, which includes leases for public structures and facilities. Furthermore,

staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Modify the proposed lease terms and approve;
3. Do not approve the new lease; or
4. Provide staff with other direction.

Prepared and Approved by: _____
Steven Adams, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING APPROVING A GROUND LEASE AT THE MESA DEL REY AIRPORT TO THE RAVA BUSINES PARK, INC.

WHEREAS, the City of King ("City") is the owner of the King City Mesa Del Rey Municipal Airport ("Airport"); and

WHEREAS, the City leases space at the Airport for portable and executive hangars and aviation equipment; and

WHEREAS, the Federal Aviation Administration (FAA) regulates use of airport property, which includes restricting the lease of land for fair market value and for aviation related uses; and

WHEREAS, the City currently leases two pieces of Airport property to the Rava Business Park, Inc., which need to be updated in order comply with FAA regulations; and

WHEREAS, the City desires to combine both leases into one and to modify the area to enable the tenant to relocate and renovate an existing hangar with historical value on the site; and

WHEREAS, the City has performed a preliminary environmental assessment of this action and has determined that it falls within the Categorical Exemption set forth in Section 15301, which includes leases for public structures and facilities, and none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply; and

WHEREAS, the lease agreement will enable the rehabilitation of a previously unutilized hangar building at the Mesa Del Rey Airport which is a part of the City's history of training pilots during World War II; and

WHEREAS, the lease agreement and rehabilitation of the previously unutilized hangar building will improve the facilities located at the Mesa Del Rey Airport; and

WHEREAS, the lease agreement and rehabilitation of the previously unutilized hangar building will increase activity at the Mesa Del Rey Airport.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of King that the Mesa Del Rey Airport land lease agreement with the Rava Business Park, Inc. as set forth in Exhibit A is hereby approved and the City Manager is authorized to execute the lease agreement and all other associated documents.

This resolution was passed and adopted this **10th** day of **December, 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

MESA DEL REY MUNICIPAL AIRPORT

Land Lease Agreement

This Municipal Airport Lease Agreement ("Lease") is made and entered into October 1, 2019 ("Lease Date") between the CITY OF KING ("CITY") and RAVA BUSINESS PARK, INC., ("TENANT"), pursuant to the following recitals, which are a substantive part of this agreement:

RECITALS

A. The CITY owns real property located at the Mesa Del Rey Municipal Airport in the City of King.

B. TENANT wishes to lease approximately 106,008square feet at the Mesa Del Rey Municipal Airport depicted on **EXHIBIT A** and 49,868 square feet depicted on **EXHIBIT B** ("Premises"), for the purpose of locating a hangar, access and storage of an aircraft and/or related aviation uses. No other use of said Premises by TENANT is authorized except with the specific written consent of the Airport Manager, *which may be posted and updated by the Airport Manager from time to time.*

C. The Premises at the Mesa Del Rey Municipal Airport are leased for the purpose of locating a hangar, aircraft and related items. To the extent not prohibited by City ordinance or FAA regulation, common uses may include, but not be limited to, the storage of aircraft parts and materials, aviation related operations, work benches, tables, seating, storage of refreshments (such as a mini-fridge), a rest area, entertainment equipment (such as a radio and television), decorations, and assembly of experimental aircraft for personal use. In compliance with applicable FAA regulations, a Tenant is permitted to the perform routine and minor maintenance or inspections of their aircraft. However, any use of the Premises cannot create a nuisance or danger to public health and safety.

D. The CITY and TENANT desire to enter into a lease allowing TENANT to use the Premises in accordance with the terms and conditions of this Lease.

NOW, THEREFORE, CITY and TENANT agree as follows:

AGREEMENT

1. Lease of Premises and Term. The initial term of this Lease shall be 10 years, commencing on the 1st day of January, 2020 , with the option provided to the TENANT for two ten (10) year extension under the same terms and conditions, and continuing from month-to-month after the initial term. Parties may amend this Agreement at any time with mutual consent to revise the area of the Premises, the rent, and/or other provisions. CITY may terminate this Agreement upon six (6) months notice based upon the following: (1) TENANT fails to relocate and improve the hangar described in EXHIBIT C within the first 10-year term or (2) TENANT fails to maintain the hangar described in Exhibit C after it has been moved to the leased area in compliance with the requirements of the King City Municipal Code, the State of California Health and Safety Code and/or any other applicable federal or state statute.

2. Premises Leased AS IS. TENANT acknowledges it has and shall accept the Premises from CITY in its "AS IS" condition without representation or warranty. TENANT acknowledges TENANT has inspected the Premises and is aware of its condition. Pursuant to California Civil Code Section 1938, TENANT is advised that the Premises have not undergone an inspection by a Certified Access Specialist, and, therefore, CITY is not aware if the Premises comply with the applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

3. Rent and Security Deposit. As consideration for the use and occupancy of the Premises, TENANT shall pay rent to CITY as follows: TENANT shall pay to CITY a monthly rent in the amount of two thousand, seventy-eight dollars ($2,078.00). After the initial 60 months of the lease term, the rent shall be increased on the date the payment is due by the Consumer Price Index (CPI) amount for the prior 12-month

period for the San Francisco – Oakland – Hayward area and a maximum of 2.5% each year. All rent shall be paid by TENANT and be personally delivered or mailed to the City at 212 South Vanderhurst Avenue, King City, CA 93930 or any other place or places that CITY may designate by written notice to TENANT. Any rent not received by the due date shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

In recognition of prior occupancy of the designated rental site, City waives the requirement for a deposit. Parties agree that no deposit exists for this lease.

The CITY reserves the right to revise rental amounts in subsequent periods by amending the subject to approval by Resolution of the City Council of the City of King. CITY shall notify TENANT in writing of any changes to the monthly renal amount at least thirty (30) days prior to the effective date.

4. Governing Rules. TENANT hereby agrees to obey any and all rules, regulations, laws, ordinances, and directives of CITY and such directives, if any, of the Airport Manager relative to the use of the Mesa Del Rey Municipal Airport and space herein described. TENANT further agrees to comply with the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport Rules and Regulations, of the King City Municipal Code and/or any amendments, changes or alterations to the King City Municipal Code as may be periodically adopted by majority vote of the City Council.

5. Right of Entry. TENANT agrees that the Airport Manager, or a City employee designated by the Airport Manager shall have the right to enter the Premises to inspect, repair, alter, or make improvements. The CITY may enter the Premises under emergancy conditions without notice.

6. Default. TENANT agrees that in the event of default in the payment of rent or any of the terms and provisions of the agreement, CITY may, at its option, without notice to TENANT, enter the Premises and remove therefrom all aircraft and other property which may be therein and to place the same on an uncovered portion of the airport and to store personal property at the expense of TENANT at a public or private warehouse. If the aircraft is placed on an uncovered portion of the airport, TENANT agrees to pay to CITY all tie down storage rates then applicable at the Mesa Del Rey Municipal Airport together with any and all reasonable charges imposed and expenses incurred by CITY for removal of any property on or in the Premises.

7. FAA Regulations. TENANT hereby specifically agrees in addition to the covenants and agreements hereby set forth to abide by any and all rules and regulations of the Federal Aviation Administration ("FAA"), including but not limited storage of materials within the Premises and those restrictions and/or conditions contained in grants of federal funds, pertinent to the operation of an aircraft and the use of the Mesa Del Rey Municipal Airport.

8. Insurance. TENANT hereby agrees to insurance requirements set forth in **EXHIBIT D** of this agreement.

9. Indemnification. TENANT hereby agrees that the privileges of using the Mesa Del Rey Municipal Airport and its facilities shall be conditioned upon the assumption of full responsibility and risk by the TENANT thereof. TENANT shall indemnify, protect, defend and hold harmless the Premises, CITY and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the use or occupancy of the Premises by TENANT and use of the parking lot and access way, the conduct of TENANT's business or Program, any act, omission or neglect of TENANT, its officers, directors, members, employees, agents or contractors; (2) out of any breach by TENANT in the performance in a timely manner of any obligation on TENANT's part to be performed under this Lease; (3) any acts, omissions or negligence of TENANT or any person or entity claiming through or under TENANT, or TENANT's agents, employees, contractors, invitees or visitors; or (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws. The foregoing shall include, but not be

limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against CITY) litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY by reason of any of the foregoing matters, TENANT upon notice from CITY shall defend the same at TENANT's expense by counsel reasonably satisfactory to CITY and CITY shall cooperate with TENANT in such defense. CITY need not have first paid any such claim in order to be so indemnified. In addition, CITY may require TENANT to pay CITY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if CITY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by TENANT or its counsel.

CITY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of TENANT, TENANT's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of CITY or CITY's employees, contractors or agents.

TENANT shall require all individuals participating in its programs to sign liability waivers releasing, indemnifying and holding harmless the CITY from any and all injuries arising from their participation in the Program or use of the Premises being offered by TENANT.

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

10. Successors: Assignment and Subletting. This Lease shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned or subleased by TENANT without the prior written consent of CITY, which consent may be given or withheld in CITY's sole and absolute discretion.

11. Enforcement. If either party commences an action against the other party arising out of or in connection with this Lease, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

12. Waiver. The waiver by the CITY of any breach shall not be construed to be a continuing waiver of any subsequent breach.

13. Taxes, Assessments, and Fees.

a. Possessory Interest Tax and Assessments. TENANT acknowledges that, pursuant to California Revenue and Taxation Code section 107.6, TENANT's possessory interest in the Premises created by this Lease may be subject to property taxation. TENANT shall be solely responsible for any property taxes arising out of TENANT's possessory interest in the Premises. TENANT shall pay before delinquency any and all possessory interest taxes and assessments levied against it. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

b. Personal Property Tax. TENANT shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against TENANT's personal property installed or located in or on the Premises, and that become payable during the term of this Lease. On demand by CITY, TENANT shall furnish CITY with satisfactory evidence of these payments.

c. Business License Fee. TENANT shall pay before delinquency any and all business license fees that are levied and assessed against the TENANT, and that become payable during the term of this Lease, if any. TENANT's failure to pay any applicable business license fee to CITY shall constitute a default under this Lease.

14. Fixtures, Chattels and Personal Property. TENANT hereby gives and grants to the CITY a lien upon all fixtures, chattels and personal property of every kind and description, including the Aircraft, now

or hereinafter to be placed, installed or stored by the TENANT at the Airport; and agrees that in the event of any default on the part of the TENANT to pay rent, continuing for sixty (60) days, the Airport may take possession of and sell the same in any manner provided by law and may credit the net proceeds upon any indebtedness due or damage sustained by CITY without prejudice to further claims thereafter arising under the terms hereof.

15. Notice And Waiver Regarding Relocation, Goodwill, Property Interest And Condemnation. TENANT knowingly and voluntarily acknowledges and agrees upon its vacation of the Premises at the end of the Lease, upon the sooner termination thereof for any reason, or vacation, of the Premises under any circumstances, in no event shall TENANT be entitled or shall CITY, including its employees, agents and assignees, be required to provide any relocation benefits, compensation for loss of goodwill, or assistance under any applicable federal, state, or local laws or regulations including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq. Further, TENANT being fully informed of any and all of its rights and obligations and all laws and regulations (including without limitation, the Uniform Relocation Assistance Laws, California Government Code Section 7260 et seq.) in connection therewith fully waives, releases and rejects any and all relocation assistance and benefits relating to or in any respect connected with TENANT vacating the Premises. In the event of the taking or condemnation of all or any part of the Premises, TENANT may receive compensation only for any taking of or damage to TENANT owned improvements. Any compensation awarded and interest thereon, including the compensation for the land value and interest thereon, shall belong to CITY. TENANT shall **not** receive any value related to the leasehold value of the property which shall be paid solely to the CITY. In the event a condemnation or transfer in lieu thereof results in a taking of any substantial and/or material portion of the Premises, the CITY or TENANT may, upon written notice given to the other Party within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease.

16. Premises Designation. The CITY shall retain the right to assign the TENANT a new premises. The CITY shall make a reasonable effort to notify the TENANT of the change in premises specified for the TENANT and the TENANT shall vacate the Premises and agree to relocation to the specified premises.

17. Waiver of Liability. The CITY hereby disclaims and the TENANT hereby releases the CITY from any and all liability whether in contract of tort (including strict liability and neglience), for any loss damage or injury to the aircraft or other property of TENANT that may be located or stored in the Premises, unless such loss, damage or injury is caused by the CITY's sole negligence or intentional willful misconduct. The parties hereby agree that under no circumstances shall the CITY be liable for indirect, punitive, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not as limited to loss of revenue or anticipated profits or other damage related to the leasing of the Premises under this agreement.

18. Unremoved Property. If TENANT leaves any property, personal or otherwise on the Leased Premises after the termination of cancellation of this Lease, and fails, refuses or neglects, after notice from CITY, to remove same within thirty (30) days after such termination or cancellation, CITY at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of the TENANT. TENANT hereby waives any and all damages for any loss resulting from disposal of such property. CITY shall also have the right to remove the stored aircraft if the stored aircraft is not otherwise removed by TENANT within thirty (30) days of termination of this Lease. If CITY removes the stored aircraft from the Leased Premises following termination of this Lease, TENANT shall be responsible to CITY for all costs of such removal and subsequent storage.

19. Hazardous Materials. TENANT shall not keep, store or utilize any materials which violate the mandatory requirements of Chapter 2.30, Mesa Del Rey Municipal Airport, of the King City Municipal Code. Also, TENANT shall not keep, store or utilize any pesticides, hazardous, or other combustible materials on the Leased Premises at any time without written approval of CITY.

20. Relationship of Parties. CITY is not, nor shall it become or be deemed to be, a partner or a joint venture with TENANT by reason of the provisions of this Lease nor shall this Lease be construed to authorize either party to act as the agent for the other.

21. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.

22. Effect of Termination of Lease. Termination of this Lease shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Lease it is provided that anything shall or may be done after termination or expiration hereof.

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

24. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the State of California. Time is of the essence of this Lease.

25. Entire Agreement. This Lease contains all the agreements of the parties concerning the subject matter of it. Further, this Lease shall supersede all prior agreements or leases entered into between TENANT and the CITY relating the use of and/or access to the Mesa Del Rey Airport, its facilities and hangers.

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

27. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Lease. The singular form shall include the plural, and vice-versa. This Lease shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Lease. All exhibits referred to in this Lease are attached to it and incorporated in it by this reference.

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

29. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except TENANT (i) cannot seek money damages or pursue an action in law; and(ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity.

30. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.

31. Contact Information. TENANT shall notify CITY within thirty (30) days of any changes to TENANT'S address, phone numbers or other contact information.

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

CITY:

CITY OF KING CITY,
a municipal corporation

By: _____
Steven Adams, City Manager

_____, 2019

ATTEST:

_____
Erica Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Roy C. Santos, City Attorney

TENANT:

RAVA BUSINESS PARK, INC.
A corporation

By: _____
Suzanne Rava, Corporate Secretary

EXHIBIT A

Airport Ground Lease Area
RAVA

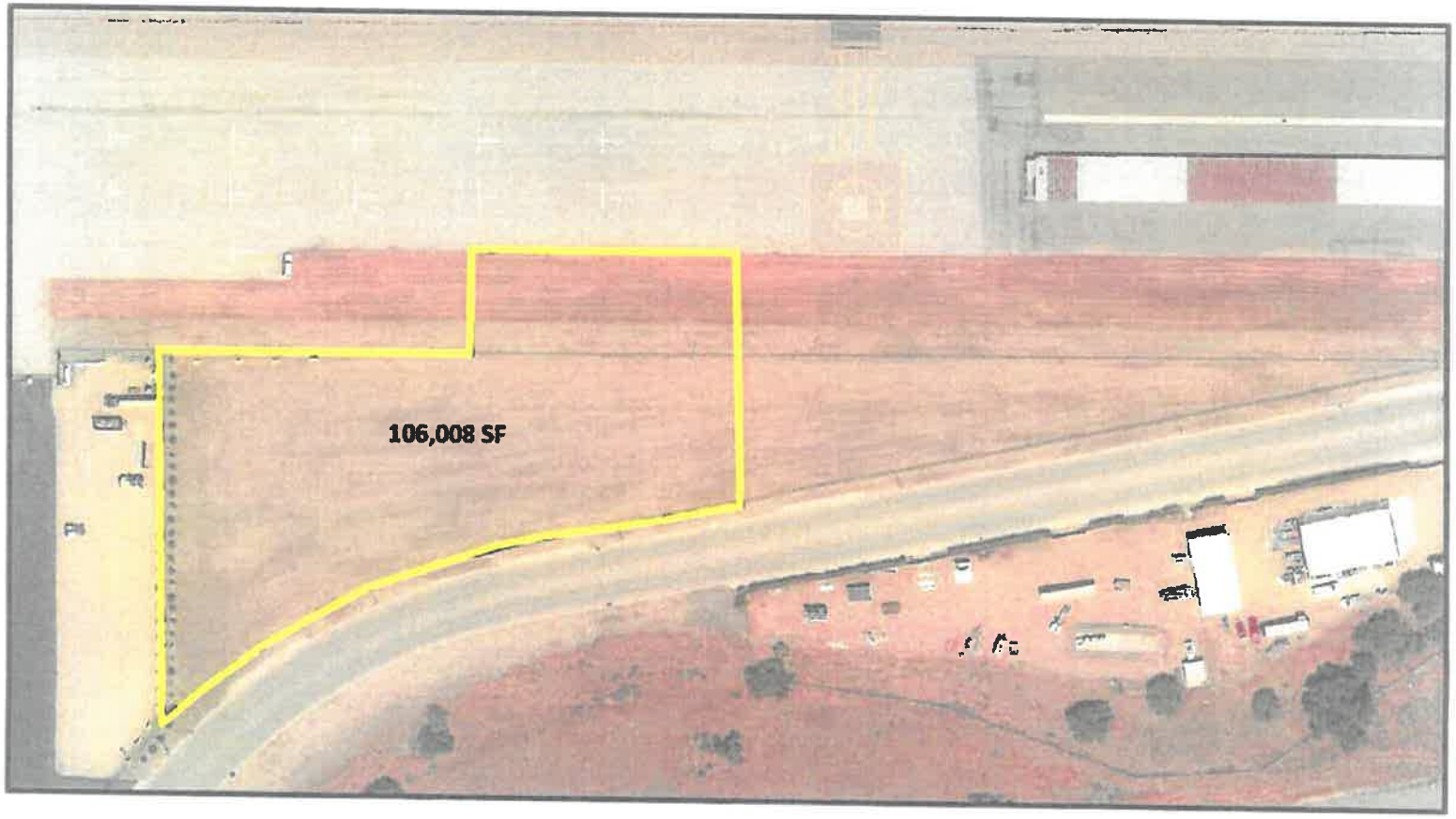


EXHIBIT B

Airport Ground Lease Area
RAVA

EXHIBIT C

Tenant proposes to relocate and reconstruct one of the original hangars used during WWII by Mesa Del Rey Airport for the purpose of training military pilots. This building will be moved and then remodeled to remain code compliant. The quanset style hangar will be 14,000 square feet and include a small office and pilot lounge.

EXHIBIT D

Insurance Requirements

TENANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with TENANT's operation and use of the leased premises. The cost of such insurance shall be borne by the TENANT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation** insurance as required by the State of California, with Statutory limits, and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury or disease. (Only required for a TENANT with employee(s)).

3. **Property Insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost for the higher limits maintained.

If the TENANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

1. For General Liability, the CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the TENANT.

2. The TENANT's insurance coverage shall be primary insurance as respect the CITY, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the CITY, its officers, officials, employees , or volunteers shall be excess of the TENANT's insurance and shall not contribute with it.

3. Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CITY.

4. Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

5. The Property insurance shall name the CITY as Loss Payee as its interests may appear.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the TENANT shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officer, officials, employees, and volunteers; or the TENANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

TENANT shall furnish the CITY with the original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the CITY before TENANT occupies the premises. However, failure to obtain the required documents prior to occupying the premises shall not waive the TENANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

TENANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said TENANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

CITY reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Airport Land Lease Agreement

Information Sheet

Contact Name (please print) _____

Bill to Name (if different form contact name like a company name):_____

Address:_____

Email:_____

Home Phone: _____ Cell Phone:_____

Aircraft Make and Model: _____

Aircraft Registration (N#):_____

Tenant's Signature: _____Date:_____

Official Use Only

Receipt #: _____ Date:_____ Total Amount Paid:_____

Visa/Cash/Check #:_____1st Month Fee:_____

From:_____ Security Deposit Amount:____$.00_____

KING CITY
CALIFORNIA

Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF CONSULTANT SERVICES AGREEMENT FOR DOWNTOWN PLAZA DESIGN**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a Consultant Services Agreement with RRM Design Group to prepare final design for the Downtown Plaza project; and 2) authorize the City Manager to make non-substantive changes as necessary in a form approved by the City Attorney.

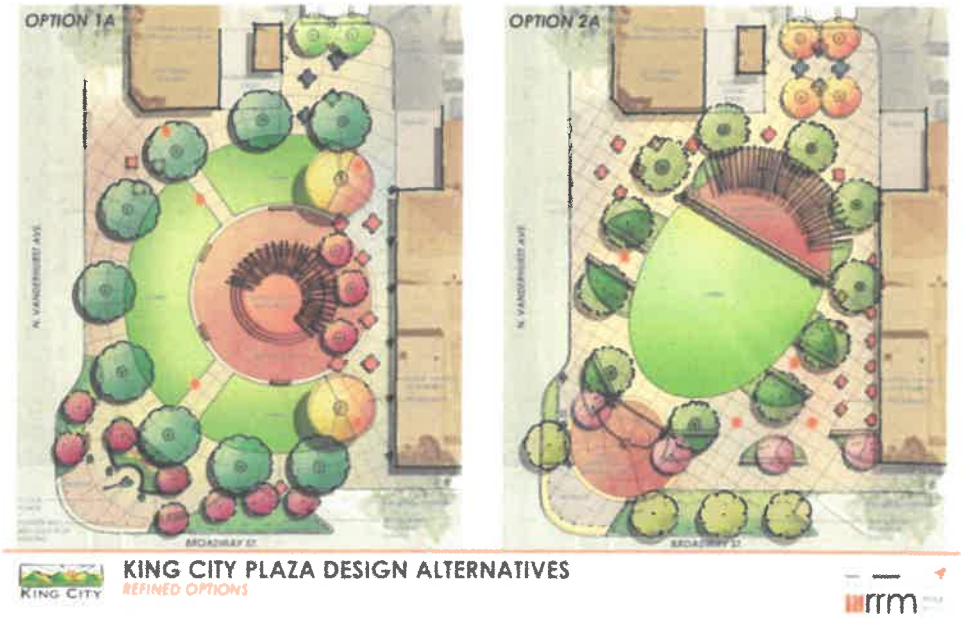
BACKGROUND:

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

In 2017, the City Council approved a draft Downtown Streetscape Conceptual Plan, which included a proposal to create a downtown plaza on the property at the northeast corner of Broadway Street and Vanderhurst Avenue. At the February 13, 2018 meeting, the City Council approved a purchase and sale agreement to acquire the property. At the April 9, 2019 meeting, the City Council then approved a contract with RRM Design Group to prepare conceptual design for the downtown plaza project.

The property includes three parcels, which are depicted above. The downtown plaza is proposed to be constructed on the front two parcels. Demolition of the front building has recently been completed. Staff proposes to convert the rear building at 110 N. Vanderhurst Avenue to a Visitor and History Center.

The consultants developed two design alternatives. A public workshop was then held on May 22nd. Participants were asked to provide input on the two alternatives, as well as particular features. The two alternatives were modified to incorporate preferences identified at the public workshop. The following two final options were presented and Option 1A was recommended by staff and approved by City Council at the August 27, 2019 meeting. The City Council also directed staff to proceed with final design.



DISCUSSION:

The following is the approved conceptual design site plan and rendering:

Staff is now conducting additional public outreach efforts to obtain additional input on specific features to include in the recommended final design. In response to Council's direction, staff has received a proposal from RRM Design Group, Inc. to prepare the final design. It is recommended the City continue to contract with RRM Design Group, Inc. since they have performed all the work to this point. It would create additional work to orient and switch to a new consultant at this stage. In addition, staff believes the work product provided by RRM Design Group, Inc. has met the objectives of the City.

A copy of the proposed agreement is attached. The scope of work includes meetings and public workshops, design submittals, bid set drawings and assistance with the bidding process.

COST ANALYSIS:

The current construction cost estimate for the total project is $1,037,545, including contingencies. The current budget includes funding for construction in FY 2020-21. However, staff projects the budget will need to be adjusted due to a lack of cannabis revenues, which will reduce funding for the project and require grant funding to proceed with construction.

The proposed cost to complete the final design is $155,355. The not to exceed amount included in the agreement is $160,000. There are sufficient funds available in the budget from park improvement development impact fee funds. Therefore, there will be no impact on the General Fund.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for City Council consideration:

1. Approve staff's recommendations;
2. Modify the phasing of the project;
3. Direct staff to solicit proposals for design;
3. Direct staff to renegotiate the contract;
5. Do not approve proceeding with design until construction funding is secured; or
6. Provide staff other direction.

Exhibits:

1. Proposed Agreement

Prepared and Approved by: _____
Steven Adams, City Manager

CITY OF KING
PROFESSIONAL SERVICES AGREEMENT FOR

_____

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

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred and sixty thousand dollars ($160,000) ("Contract Sum").

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

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

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

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

_____

Steven Adams, City Manager

ATTEST:

_____

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Roy Santos, City Attorney

CONSULTANT:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

_____

_____

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

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall perform the following tasks:

Task A: Project Startup

Subtask A.1: Kickoff Meeting and Site Tour
Consultant key team members will attend a kickoff meeting with City staff. The purpose of the kick-off meeting is to review major project objectives, milestones, and task delivery schedule as well as collect relevant background information from the City. Following the meeting, Consultant will walk the project area with City staff to discuss site constraints and final design thoughts.

Deliverables:
- *Attend one (1) kick-off meeting and site tour with City staff*

Task B: Final Design (PS&E)

Consultant will prepare Final Plans, Specifications, and Estimate (PS&E) for the City-approved final plaza design. The contents of the PS&E package will be as follows:
- Demolition plan
- Construction keynote plan
- Horizontal control plan
- Grading and drainage plan
- Street improvement plan for Broadway and North Vanderhurst Avenue along property Frontage (assumes public improvement plans are in the same package and not a separate submittal)
- Stormwater control plan application and report
- Erosion control plans
- Utility plan
- Electrical plans and details
- Construction details and structural calculations
- Irrigation plans and details
- Planting plans and details
- Technical specifications (CSI format)
- Construction cost opinion (75% and Bid-Ready submittals only)
- Operations and Maintenance Manual

Subtask B.1: 75% PS&E
Consultant will submit a 75% complete Construction Document submittal for internal staff review.

Deliverables:

- *75% construction drawings*
- *Outline specifications*
- *Opinion of probable cost*

Subtask B.2: 90% PS&E

Consultant will submit a 90% complete Construction Document submittal for City permit processing. This task includes implementation of one round of City comments and a back-check submittal for final approval.

Deliverables:

- *90% construction drawings*
- *90% specifications*
- *One back-check submittal*

Subtask B.3: Bid Set Drawings

Consultant will submit a final PS&E package ready for bidding.

Deliverables:

- *Bid-ready construction drawings*
- *Final specifications*
- *Opinion of probable cost – final engineer's estimate*

Subtask B.4: Bidding Assistance

Consultant will support the City during the bidding process by responding to bidder questions, and pre-bid substitution requests forwarded to us by the City and issue addenda as deemed necessary and reasonable by the City to clarify design-related issues.

Deliverables:

- *Respond to bidder questions, pre-bid substitution request review, and addenda*

<u>Task C: Meetings and Coordination</u>

Subtask C.1: Client Meetings

In addition to the kick-off meeting, Consultant's project manager and/or key team members will attend up to four meetings with staff throughout the course of the project. These meetings will be scheduled on an as-needed basis to generally discuss the project status, review submittal packages, and to address any issues that may arise. Meetings shall also include two public focus group meetings timed in coordination with the client meetings.

Deliverables:

- *Up to four (4) Client meetings*

Subtask C.2: Project Management and Coordination
Consultant will remain in communication with the City's project manager consistently throughout the project. This task includes regular phone, email, and other written communication. This task also includes project coordination with subconsultants and other jurisdictional agencies that may be involved.

Deliverables:

- *Ongoing project management and coordination*

EXHIBIT "B"

SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

TASK	DESCRIPTION	Fixed Fee (see footnote)
Task A	**Project Startup**	
A.1	Kickoff Meeting and Site Tour	$ 2,865
	***Task A** Subtotal*	**$ 2,865**
Task B	**Final Design (PS&E)**	
B.1	75% Submittal Package	$ 42,900
B.2	90% Submittal Package	$ 46,850
B.3	Bid Set Drawings	$ 30,140
B.4	Bidding Assistance	$ 6,435
	***Task B** Subtotal*	**$ 126,325**
Task C	**Meetings and Coordination**	
C.1	Client Meetings	$ 8,920
C.2	Project Management and Coordination	$ 15,445
	***Task C** Subtotal*	**$ 24,365**
	SUBTOTAL:	$153,555
	Estimated Reimbursable Expenses:	$1,800
	ESTIMATED PROJECT TOTAL:	$155,355

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

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

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

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

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

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

IV. **The total compensation for the Phase 2 Services shall not exceed $160,000 as provided in Section 2.1 of this Agreement.**

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

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

EXHIBIT C-1: SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

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

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

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

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

rrm design group

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services within a period of twelve (12) months from execution of the Agreement.**

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

KING CITY
CALIFORNIA

Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: **DECEMBER 10, 2019**

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

FROM: **ANDREA WASSON, RECREATION COORDINATOR**

RE: **CONSIDERATION OF CHANGES TO THE SPONSORSHIP AND COORDINATION OF THE SPRING 2020 YOUTH SOCCER PROGRAM**

RECOMMENDATION:

It is recommended that Council: 1) approve by motion the termination of the agreement with the South County YMCA to provide Spring and Fall Youth Soccer programs in King City; and 2) direct staff to resume the City sponsored Youth Soccer program beginning in spring 2020.

BACKGROUND:

The Recreation Department organized the youth soccer program until the fall of 2017, at which time the South County YMCA was contracted to administer the program due to the amount of staff time and increased demands of the program. Since then, the South County YMCA has operated five fall and spring soccer leagues in King City. The agreement was extended in February 2019 through the end of 2020.

The Recreation Department has implemented a goal of establishing partnerships with other non-profit organizations to increase youth programming. As a result, City staff has contracted with the South County YMCA to increase their involvement in King City and to expand participation since they have more resources than the Recreation Department.

DISCUSSION:

The South County YMCA has run five eight-week soccer programs for three to 12-year-olds in King City in the spring and fall. The YMCA is an outstanding organization and staff continues to believe the goal of expanding youth recreation

programming and participation through partnerships is a good strategy, including YMCA involvement. However, with regard to the soccer program, the City has experienced a number of issues that appear to be largely related to the lack of having a direct supervisor and management presence housed in King City. As a result, customer satisfaction and the convenience of registration has declined, players have been required to travel to Soledad as part of the league play, the fees are higher than that charged by the City, there has been staffing discipline problems, and participation has declined rather than expanded.

Due to these issues, staff recommends the City resume sponsorship of the program directly. Under the terms of the Agreement with the YMCA, any party upon 30 days written notice to the other may cancel the Agreement at any time.

COST ANALYSIS:

The South County YMCA has incurred all expenses related the program for these five seasons. If the City staff takes over the program, the City's program expenses would meet the revenues earned, not including staff time. Several parents have expressed an interest in volunteering to assist the Recreation Coordinator with the soccer program. Therefore, there is no direct impacts on the budget, but the change will be a significant impact on staffing resources.

ENVIRONMENTAL REVIEW:

The program is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it will 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 termination of the agreement;
2. Do not approve the termination and direct staff to continue the program with the YMCA;
3. Direct staff to reduce or terminate the soccer program; or
4. Provide other direction to staff.

Exhibits:

1. Memorandum of Understanding with the South County YMCA and the City of King

Submitted by: _____
Andrea Wasson, Department Director

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
Between

Central Coast YMCA/South County YMCA
And the
City of King City
Spring/Summer/Fall 2019-2020

Purpose

This agreement was developed and entered into by the Central Coast YMCA, hereafter referred to as YMCA and the *City of King City*, hereafter referred to as King City. The purpose of this agreement is to specify the services provided by YMCA for the community members of King City. This MOU intends to specify general areas of responsibility while delivering services agreed upon between YMCA and King City, it is intended to clarify the manner of delivery of the services to King City families and children. This agreement conforms to applicable federal and state laws.

YMCA

The South County YMCA is a branch of the Central Coast YMCA, which is an independent, private, non-profit corporation, governed by the laws of the State of California. The YMCA is an organization based on fellowship and values whose mission is to provide opportunities, which promote Youth Development, Healthy Living, and Social Responsibility through programs and services available to the entire community.

PRINCIPLES OF AGREEMENT
General Areas of Responsibilities

YMCA agrees:

- To provide on-site program registration days located at the King City Recreation Center for all Youth Sports Programs throughout registration periods. On-site registration dates, times, and locations will be advertised no less than 2 weeks in advance throughout entire community

- To provide two 8 Week Youth Soccer Leagues (Spring & Fall) for children ages 3 yrs. – 14 yrs.
  - Practices and games: will be based on field availability within King City
  - YMCA will be responsible for volunteer coach recruitment and training
- To provide one 8 Week Summer Youth Sports League for children ages 3-14 yrs.
- To provide no less than 2 Community "Family Nights" for all King City community members with on-site family friendly activities led by Y staff, allowing community to get to know YMCA and staff.

- To provide a certificate of General Liability insurance for all sites & spaces utilized within King City

- To provide a program evaluation report to King City at the conclusion of the Fall Youth Soccer Program. These program evaluations will provide feedback from participants, parents and volunteers regarding the program.

- To provide marketing materials for upcoming programs for all activities to the City and distributed to all program participants.

King City agrees:

- To provide the use of King City sports fields/parks/facilities to conduct Summer/Fall youth soccer clinics, program registrations, practices, and games as needed.

- To promote/advocate the goals and objectives of YMCA to all King City community members as appropriate.

- To participate in, and work to increase, opportunities to collaborate with other providers to improve or expand services.

- To work cooperatively with YMCA staff to overcome any barriers to services, identify positive solutions to problems.

- To work towards a mutual agreement to compensate YMCA to provide additional services beyond the Spring, Summer, and Fall Youth Sports programs as funding becomes available.

YMCA and King City Agree:

Revenue Sharing Proposal:

- YMCA will incur all expenses related to YMCA programs and services delivered to King City
- YMCA will collect all fees related to YMCA programming in order to cover costs for delivery of programs and services. Costs covered by the YMCA will also include administrative fees at 14%.
- At the close of the agreed upon MOU, the YMCA will submit a standard profit and loss statement exclusively incorporating all revenue and expense for all programs and services provided as part of this MOU. This profit and loss statement will be generated and signed by the CFO of the Central Coast YMCA. If revenue exceeds expense (i.e. a positive Net Operating Income or NOI), then the YMCA will share the positive NOI with the City at 10% of the positive NOI generated by the provided YMCA programs and services.

- At the close of the agreed upon MOU, if gross expense is greater than gross revenue (i.e. a negative Net Operating Loss or NOL), King City will reimburse the YMCA for the NOL amount, up to a maximum of $5,000.

Confidentiality:

Confidentiality regulations for each agency apply. The YMCA collaborative staff will obtain the necessary written consent to share information with other agencies or professionals.

Indemnification and Insurance:

Indemnification. YMCA shall indemnify, protect, defend and hold harmless the City and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) the youth soccer programs; (2) youth soccer clinics and/or camps; (3) youth basketball program (4) any acts, omissions or negligence of YMCA or any person or entity claiming through or under YMCA, or YMCA's agents, employees, contractors, invitees or visitors; (5) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; (6) any claims and/or liability arising or governed by Workers Compensation law; (7) any special events sponsored or associated with the youth soccer program and/or the YMCA; and/or (8) any injuries incurred by participants and/or spectators of the youth soccer program. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against City) litigated and/or reduced to judgment. In case any action or proceeding is brought against City by reason of any of the foregoing matters, YMCA upon notice from the City shall defend the same at YMCA's expense by counsel reasonably satisfactory to the City and the City shall cooperate with YMCA in such defense. The City need not have first paid any such claim in order to be so indemnified. In addition, the City may require YMCA to pay the City's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the City shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by YMCA or its counsel.

The City shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of YMCA, YMCA's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from conditions arising out of the youth soccer program or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the City or the City's employees, contractors or agents.

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

Compliance with Laws. YMCA shall comply with all state and federal statutes, ordinances, regulations, and requirements of all governmental entities (including the City of King), relating to the youth soccer program and/or related activities, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. YMCA shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, California Disabled Persons Act and the California Building Code. Further, YMCA, its successors, heirs, executors, administrators and assigns, and all persons claiming under or through the YMCA, shall not discriminate against or segregate any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the use, occupancy, tenure or enjoyment of the youth soccer program and/or provided soccer fields.

Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.

City of King
Attn: City Manager
212 S. Vanderhurst Avenue
King City, CA 93930

South County YMCA
560 Walker Drive
PO Box 1106
Soledad, CA 93960

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

Effect of Termination of Agreement. Termination of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the terms of this Agreement it is provided that anything shall or may be done after termination or expiration hereof.

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

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

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

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

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

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

Binding Effect; Choice of Law. This Agreement shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.

EFFECTIVE DATE OF AGREEMENT:

This agreement shall become effective when signed by the City Manager of King City and the Executive Director of the YMCA, or her/his designee, and terminates on December 31, 2020. This agreement will include two (2) auto renew one (1) year terms. Any party upon 30 days written notice to the other may cancel this agreement at any time. This agreement will be reviewed or updated at the conclusion of term 12/31/22 or at the inception of new interagency programs. If, during the term of this agreement it is deemed necessary, by either party, the agreement may be reviewed and thereafter revised by mutual agreement. All parties may continue this agreement beyond 12/31/22, with written agreement.

Steven Adams, City Manager
City of King City

2/27/19
Date

Joe Gonzales, Executive Director
Central Coast YMCA/South County YMCA

2/28/19
Date