

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

TUESDAY APRIL 14, 2020

6:00 P.M.

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

**Conference call services will be available for the meeting*

+1 619-327-9987 (Toll)

Conference ID: 246 054 533#

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

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

1. CALL TO ORDER

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

3. FLAG SALUTE

4. CLOSED SESSION ANNOUNCEMENTS

5. SPECIAL PRESENTATIONS

None

6. PUBLIC COMMENT

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

7. COUNCIL COMMUNICATIONS & COMMITTEE REPORTS

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

8. STAFF COMMUNICATIONS

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

9. CONSENT AGENDA

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 Any Council Member, the City Manager, or the City Attorney may request that an item be withdrawn from the Consent Agenda to allow for full discussion.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

- A. Meeting Minutes of March 24, 2020 Council Meeting
Recommendation: approve and file.
- B. Meeting Minutes of March 20, 2020 Special Council Meeting
Recommendation: approve and file.
- C. City of King Check Register March 16 thru March 31, 2020
Recommendation: receive and file.
- D. Consideration: Second Amendment to Purchase and Sale Agreement for Sale of Parcel #026-391-025-000 Formerly Owned by the Community Development Agency of the City of King
Recommendation: the Successor Agency to the Former Community Development Agency of the City of King adopt a Resolution approving the Second Amendment to the Purchase and Sale Agreement to sell Parcel #026-391-025-000 formerly owned by the Community Development Agency to StayCal Hotels, LLC and authorizing the City Manager to execute all necessary documents, make non-substantive changes in a form approved by the City Attorney, and to approve an additional extension of close of escrow by up to 60 days if determined necessary.
- E. Consideration: Contract Services Agreement for Building Inspection, Plan Review and Code Enforcement Services
Recommendation: 1) approve and authorize the City Manager to execute a new Contract Services Agreement with CSG Consultants, Inc. for building plan review and inspections services and code enforcement services for an additional 2-year period; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.
- F. Consideration: Declare Surplus Property
Recommendation: adopt a Resolution declaring specific vehicles as surplus property and authorizing its sale or disposal.
- G. Consideration: Notice of Completion - 2019 King City Street Project
Recommendation: 1) approve Resolution No. 2020-5755 accepting completion of the 2019 King City Street Project; and 2) authorize the City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.

- H. Consideration: Notice of Completion – 2019 King City Slurry Project
Recommendation: 1) approve Resolution No. 2020-5756 accepting completion of the 2019 King City Slurry Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.
- I. Consideration: Applications to the Monterey County Local Agency Formation Commission to Amend the City's Sphere of Influence and to Allow the City to Provide Wastewater Services to the Proposed Gill Agricultural Employee Housing Project (Assessor Parcel No. 235-072-023-000)
Recommendation: 1) adopt a Resolution authorizing submittal of a minor Sphere of Influence ("SOI") amendment application to the Monterey County Local Agency Formation Commission ("LAFCO"), and 2) adopt a Resolution requesting LAFCO to permit the City to operate wastewater collection services outside the City's jurisdiction.
- J. Consideration: Resolution of the City Council of the City of King Designating the Authorized Agents to be Eligible to Receive Funds from the State of California Governor's Office of Emergency Services (Cal OES Form 130)
Recommendation: adopt a Resolution designating the authorized agents to be eligible to receive funds from the State of California Governor's Office of Emergency Services

10. PUBLIC HEARINGS

- A. Consideration: An Urgency Ordinance of the City Council of the City of King, California, Temporarily Prohibiting Commercial Evictions Within the City of King for Nonpayment of Rent or Due to Foreclosure Related to the COVID-19 Pandemic and Pursuant to Executive Order N-28-20
Recommendation: adopt the Urgency Ordinance temporarily prohibiting commercial evictions within the City of King for nonpayment of rent or due to foreclosure related to the COVID-19 pandemic and pursuant to Executive Order N-28-20.
- B. Consideration: Waiver of the First Reading by Title Only of an Ordinance of the City Council of the King City Amending Chapter 7.09, of Title 7, Social Host Liability
Recommendation: waive the first reading by title only and introduce the ordinance amending Chapter 7.09, of Title 7 pertaining to social host liability.
- C. Consideration: An Urgency Ordinance of the City Council of the City of King, California, Establishing the Enforcement and Appeals Procedures for the Orders of the Health Officer of the County of Monterey Related to the Covid-19 Pandemic Within the City of King
Recommendation: adopt an Urgency Ordinance establishing the enforcement and appeals procedures for the orders of the Monterey County Health Officer related to the Covid-19 pandemic within the City of King.

11. REGULAR BUSINESS

None

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
March 24, 2020**

1. CALL TO ORDER:

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

2. FLAG SALUTE:

The flag salute was led by Mayor LeBarre.

3. ROLL CALL:

City Manager Adams conducted roll call.

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

City Staff: City Manager Steven Adams; City Attorney Roy Santos (by Phone); 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 at this time.

Council Member Acosta stated nothing to report at this time.

Council Member Cullen stated he has his Solid Waste Authority meeting on Thursday and he has his Salinas Valley Fair board meeting as well on Thursday so he will be reporting out at the next Council meeting.

Mayor Pro Tem Victoria stated his AMBAG meeting has been canceled.

Mayor LeBarre stated nothing to report.

Mayor LeBarre stated that we are operating under the Governors Guidelines to conduct a meeting.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated he wanted to give a quick update on staff's actions on the coronavirus. City Hall is now closed except by appointment. We are answering phone calls and e-mails. Telecommuting was being set up today as well as policy so less staff in City Hall at a time. Public Works has been split in

two and one is reporting to the pool complex and the other half the corp yard. The police department has visited each business. Staff has given guidelines for each business and set up signs for social distancing. An ad is being worked on for KRKC. We have reached out to Ag businesses to get information out. Continue to update the Coronavirus Emergency Plan. Staff is reaching out to churches to make sure people are getting what they need as far as food. Budget contingency plan is being discussed.

Chief Masterson stated they have contacted all the businesses and they are getting volunteer compliance. They are doubling back to make sure compliance remains.

City Attorney Roy Santos stated that they are continuing to monitor everchanging State guidelines and updating City Manager and staff daily or as needed as far as the law.

9. CONSENT AGENDA

- A. Meeting Minutes of March 10, 2020 Council Meeting
- B. City of King Check Register March 1 thru March 15, 2020
- C. City of King Successor Agency Check Register for March 1 thru March 15, 2020
- D. City of King KCCP Payments for the Month of January & February 2020
- E. Consideration: Pet Waste Station Sponsorship in City Parks
- F. Consideration: Downtown Addition Specific Plan Amendment and Zoning Amendment (Jerry Rava II, Fresh Food Inc.)
- G. Consideration: Amendment to Lease with the Salinas Valley Fair, Inc.
- H. Consideration: Annual General Plan Report and Housing Element Annual Report for 2019
- I. Consideration: Amendment to the Agreement for the Management of the King City Municipal Golf Course
- J. Consideration: Agreement for Development Impact Fee Deferral with Jerry Rava II, Fresh Foods, Inc.

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

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

10. PUBLIC HEARINGS:

None

11. REGULAR BUSINESS:

- A. Consideration: Purchase and Sale Agreement with Salinas Valley Fair, Inc. for the Sale of the Andrus Property and Finding of a Class 12 CEQA Categorical Exemption

City Manager Steve Adams presented this item.

Action: Motion to adopt a Resolution: 1) approving a purchase and sale agreement with Salinas Valley Fair, Inc. for sale of a portion of APN No. 026-131-005 referred to as the Andrus Property for \$85,000; 2) authorizing the City Manager to execute the Purchase and Sale Agreement and make any non-substantive changes as necessary as approved as to form by the City Attorney; 3) authorizing the City Manager to execute any other documents necessary to finalize the sale and create the new parcel; and 4) adopting a finding of a Class 12 CEQA Categorical Exemption by Victoria and seconded by DeLeon.

AYES: Council Members: LeBarre, Acosta, Cullen, DeLeon and Victoria

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

12. CITY COUNCIL CLOSED SESSION

- A. Liability Claims, by Ruby Linda Taylor
Claim against City of King
Gov. Code Section: 54956.95

ADJOURNMENT:

Mayor LeBarre adjourned the meeting 6:14p.m. to closed session.

Adjournment was moved by Victoria and seconded by Cullen, and unanimous vote at 6:35p.m.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

**City Council Special Meeting
March 20, 2020**

1. CALL TO ORDER:

Special Meeting was called to order at 10:05am 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: Darlene Acosta (by phone), Robert Cullen (by phone), Carlos DeLeon, Mayor Michael LeBarre, Mayor Pro Tem Carlos Victoria.

City Staff: City Manager Steven Adams, Deputy City Clerk Erica Sonne,

4. PUBLIC COMMUNICATIONS:

None

5. REGULAR BUSINESS:

- A. Consideration: Resolution Confirming the City Manager/Director of Emergency Services' Proclamation of Existence of a Local Emergency
Recommendation: adopt a Resolution: 1) appointing the City Manager the Director of Emergency Services

City Manager Adams introduced this item.

Margarita Lopez thanked the Council and City Manager she is concerned about the price gouging and enforcement of no parties on the weekends.

Council member DeLeon wanted to know how the code enforcement is determining the price gouging. He has heard concerns about the Senior Center and people not abiding by the Shelter-in-place.

Clarification that essential items are the ones that are being looked at in the price gouging.

Mayor Pro Tem Victoria suggested that reducing the hours of stores in the downtown. He feels it is important that each council person be responsible for their own district and call in and report problems.

Council member Cullen is concerned about the stores open and people out. He is deeply concerned that our community is not taking this seriously.

Council member DeLeon would like to reach out to the media, Spanish radio to get the word out.

Mayor LeBarre would like to reach out to Mo. Co. Health Department and work with them.

Margarita Lopez feels that the education needs to be with the employers of the Ag workers and busing them in.

Sean Rooney, the Rustler stated that the media will do outreach and there online is in Spanish as well.

Mayor LeBarre stated that if you know a neighbor or relative that needs help, reach out by letter, dropping supplies off at the door. He doesn't want panic, but he wants us all to take this seriously. Follow proper hygiene and social distancing.

City Attorney Santos confirmed that take-out of food is still allowed.

Action: Motion to adopt a Resolution: 1) appointing the City Manager the Director of Emergency Services by DeLeon and seconded by Victoria.

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

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

ADJOURNMENT:

There being no further business to come before the City Council, Mayor LeBarre adjourned the Special meeting at 10:42am

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King



Item No. 9 (C)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION OF CITY OF KING CHECK REGISTER
MARCH 16 THRU MARCH 31, 2020

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/CITY
CONSIDERATION OF CITY OF KING CHECK REGISTER MARCH 16THRU
MARCH 31, 2020
APRIL 14, 2020
PAGE 2 OF 2**

Exhibits:

1. Check Register Report

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

Check Register Report

March 16 - 31, 2020

Date: 03/24/2020

Time: 9:55 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							
63516	03/17/2020	Printed		CELLE	CELLEBRITE USA, CORP	Cust ID SF-00045338	5,770.00
63517	03/20/2020	Printed		AT&T-GA	A T & T	Telco -	11.43
63518	03/20/2020	Printed		ADSTARR	A.D. STARR	Softball	388.51
63519	03/20/2020	Printed		ACEVEDO	EDUARDO ACEVEDO	Program Cancellation	60.00
63520	03/20/2020	Printed		ADAMS	ADAMS ASHBY GROUP, LLC	CDBG Administration	1,630.00
63521	03/20/2020	Void	03/20/2020			Void Check	0.00
63522	03/20/2020	Void	03/20/2020			Void Check	0.00
63523	03/20/2020	Printed		HANNA	ASSOCIATED ENGINEERING-SURVEY	151 Airport Dr Boutique	34,952.50
63524	03/20/2020	Printed		AT & T	AT & T	Telephone -	215.89
63525	03/20/2020	Printed		AT & T	AT & T	Telephone -	97.03
63526	03/20/2020	Printed		AT&T - C	AT&T	Cal Net Line -	6,239.97
63527	03/20/2020	Printed		AT&T - C	AT&T	KCPD Line -	21.04
63528	03/20/2020	Printed		AT&T - C	AT&T	911 Line -	20.54
63529	03/20/2020	Printed		CARMEL FIR	ART BLACK	Sprinkler System	2,125.00
63530	03/20/2020	Printed		CAL WATER	CALIFORNIA WATER SERVICE CO.	Water Service -	6,632.80
63531	03/20/2020	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprints	482.00
63532	03/20/2020	Printed		ESP	ESP	Business License Paid Twice.	67.00
63533	03/20/2020	Printed		FEHR	FEHR & PEERS	Local Road Safety Plan	3,331.90
63534	03/20/2020	Printed		FREEDOM	FREEDOM FOREVER SOLAR	Applicant Terminated Project	233.67
63535	03/20/2020	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Sales Tax Audit Services.	1,706.19
63536	03/20/2020	Printed		TIRE KING	JOSE RODRIGUEZ	Car Wash	582.09
63537	03/20/2020	Printed		KEYEVID	KEY EVIDENCE LOCK & SAFE INC.	New Door Installment	42.07
63538	03/20/2020	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	AIP 2018 Lighting	39,400.00
63539	03/20/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Advertising - Acct 66	433.32
63540	03/20/2020	Printed		KOBOUTI	KOBO UTILITY CONSTRUCTION CORP	AIP 2018 Airport Lighting	668,323.33
63541	03/20/2020	Printed		LINCOLN	LINCOLN AQUATICS	Pool Chemicals	1,879.80
63542	03/20/2020	Printed		CYPRESSW	MILES CLIFFORD FARMER	Wastewater Treatment Plant	10,732.70
63543	03/20/2020	Printed		CO MONTERE	MONTEREY COUNTY DA	Blood Alcohol Testing	735.18
63544	03/20/2020	Printed		NEWSV	NEW SV MEDIA, INC	RAVA Housing Project.	816.00
63545	03/20/2020	Printed		O'REILLY A	O'REILLY AUTOMOTIVE, INC.	Unit #103 -	7.57
63546	03/20/2020	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	193.36
63547	03/20/2020	Printed		PAPICH	PAPICH CONSTRUCTION CO., INC	2019 Street Project	403,405.00
63548	03/20/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Flares - #113	176.18
63549	03/20/2020	Printed		POPINV	PDP INVESTMENTS, INC	#109 Tow	95.00
63550	03/20/2020	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - KCPD	37.75
63551	03/20/2020	Printed		PETTY CASH	PETTY CASH-CITY HALL	Petty Cash Replenish	276.00
63552	03/20/2020	Printed		PAC	PG&E	Electricity -	76.40
63553	03/20/2020	Printed		PBGFS	PITNEY BOWES GLOBAL	Postage -	174.73
63554	03/20/2020	Printed		PROYOUTH	PROYOUTH	Proyouth After School	2,831.51
63555	03/20/2020	Printed		RAINBOW	RAINBOW PRINTING	False Alarm Cards	265.35
63556	03/20/2020	Printed		WADSW	ROD WADSWORTH CONSRUCTION	325 Broadway Facade Grant	12,979.00
63557	03/20/2020	Printed		RODRIGU	JESUS RODRIGUEZ	Program Cancellation	60.00
63558	03/20/2020	Printed		ROSE BACK	ROSE BACKFLOW SERVICES	Backflow Test Riverview	75.00
63559	03/20/2020	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design	786.02
63560	03/20/2020	Printed		SSSINC.	SAFETY STRIPING SERVICE, INC	2019 K C Striping Project	15,831.18
63561	03/20/2020	Printed		SL POWER	SAN LUIS POWERHOUSE INC.	Generator Repair	773.82
63562	03/20/2020	Printed		SPEAK	SPEAKWRITE BILLING DEPT	Transcription Services	417.01
63563	03/20/2020	Printed		SPECTRUMB	SPECTRUM	City Cameras	74.98
63564	03/20/2020	Printed		TEMP UNIF	TEMPLETON UNIFORMS, LLC	Wood - Uniforms	331.81
63565	03/20/2020	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Control	960.00
63566	03/20/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct #6835	2,018.05

Check Register Report

March 16 - 31, 2020

Date: 03/24/2020

Time: 9:55 am

Page: 2

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							
63567	03/20/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract -	244.08
63568	03/20/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier Lease -	263.07
63569	03/20/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #8380	3,786.82
63570	03/20/2020	Printed		VILLAGRANA	AGUSTIN VILLAGRANA	Program Cancellation	60.00
Total Checks: 55						Checks Total (excluding void checks):	1,233,129.65
Total Payments: 55						Bank Total (excluding void checks):	1,233,129.65
Total Payments: 55						Grand Total (excluding void checks):	1,233,129.65



Item No. 9(D)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE BOARD

FROM: STEVEN ADAMS, CITY MANAGER/EXECUTIVE DIRECTOR

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

RECOMMENDATION:

It is recommended the Successor Agency to the Former Community Development Agency of the City of King adopt a Resolution approving the Second Amendment to the Purchase and Sale Agreement to sell Parcel #026-391-025-000 formerly owned by the Community Development Agency to StayCal Hotels, LLC and authorizing the City Manager to execute all necessary documents, make non-substantive changes in a form approved by the City Attorney, and to approve an additional extension of close of escrow by up to 60 days if determined necessary.

BACKGROUND:

The State legislation that eliminated all redevelopment areas requires that redevelopment properties be sold. The last remaining King City property to be sold is 1023 Broadway Street, which is a 4.43 acre parcel adjacent to the northbound Broadway Street exit of Highway 101. In order to help target staff's efforts on attracting potential development to the site, the City Council approved a contract with Kosmont Companies to prepare a hotel and retail market analysis and an Exclusive Authorization to Sell Agreement to represent the Successor Agency in listing the property for sale.

At its January 8, 2019 meeting, the City Council acting as the Board of Directors for the Successor Agency approved a Purchase and Sale Agreement with Cal Stay Hotels, LLC. to sell the property for \$1,065,000 for a hotel and retail project. At its July 9, 2019 meeting, the Successor Agency approved an amendment to

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF SECOND AMENDMENT TO PURCHASE AND SALE
AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY
OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
KING
APRIL 14, 2020
PAGE 2 OF 3**

the Purchase and Sale Agreement, reducing the purchase price to \$700,000. Escrow was scheduled to close March 9, 2020. A Tax Sharing and Fee Deferral Agreement was also approved at that time to help make construction of a hotel project on the property economically viable.

A two-month extension was requested and approved per the terms of the agreement. Therefore, escrow is now scheduled to close on May 8, 2020. Due to the coronavirus (COVID-19), the buyer has requested an additional 6-month extension at this time.

DISCUSSION:

According to the buyer, the need for the extension is due to the fact that they are unable to effectively work with vendors and institutions to continue moving the design and financing plans forward for the King City hotel project. Some vendors are closed pending further instructions from the Governor and financing institutions have put a pause on new construction financing for the foreseeable future. The buyer has paid all deposits on schedule, which equal \$60,000 and are non-refundable.

Staff believes the reason for the delay is justified and necessary to maintain efforts to attract a new hotel to King City. The project is important to the City's economic development efforts. Therefore, staff believes an extension of escrow is in the best interests of the City and recommends approval.

However, Section 5.2 of the Purchase and Sale Agreement provides the ability to approve an additional 60-day extension. Therefore, it is recommended the City Council approve a Second Amendment to the Purchase and Sale Agreement that will extend the close of escrow by 4 months and authorize the City Manager to approve the additional 2-month extension if it becomes necessary at the conclusion of the initial extension period.

COST ANALYSIS:

Since deposits have already been paid, and cancellation of the transaction would require the City to relist the property or initiate a new escrow and due diligence period with a potential buyer that has submitted a backup offer, there is no anticipated cost impact to the City from the recommended action.

**CITY COUNCIL/SUCCESSOR AGENCY
CONSIDERATION OF SECOND AMENDMENT TO PURCHASE AND SALE
AGREEMENT FOR SALE OF PARCEL #026-391-025-000 FORMERLY
OWNED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF
KING
APRIL 14, 2020
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

Environmental review for the Purchase and Sale Agreement was approved at the January 8, 2019 meeting. Staff performed a preliminary environmental assessment of this project and determined that it falls within the Categorical Exemption set forth in Section 15312 of CEQA Guidelines, which exempts sales of surplus government property, except in environmentally sensitive areas. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

The following alternatives are presented for Council consideration:

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

Exhibits:

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

Prepared and Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2020-____

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

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

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

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

WHEREAS, the proposed sale of this property is not a Project under definitions of CEQA since the sale and purchase transaction is not an activity which may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and falls within the Categorical Exemption set forth in Section 15312 of CEQA Guidelines, which exempts sales of surplus government property, except in environmentally sensitive areas; and

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

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

WHEREAS, the Successor Agency approved the First Amendment to the Purchase and Sale Agreement on July 9, 2019, modifying the terms of the Purchase and Sale Agreement with Stay Cal Hotels, LLC for sale of APN #026-391-025-000; and

WHEREAS, the COVID-19 pandemic and the State of California Shelter in Place Order have impacted the buyer’s ability to conduct the business necessary to proceed with the project at this time; and

WHEREAS, the sale of the property will enable construction of a hotel project important to the City’s economic development efforts and will provide important benefits to the community; and

WHEREAS, the Successor Agency desires to extend the time period for the close of escrow in order to provide the time necessary for the buyer to proceed with the project.

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

THAT APN #026-391-025-000 be sold to Stay Cal Hotels for \$700,000.00 and the Closing Date be extended to September 8, 2020, under the terms of the Second Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions attached as Exhibit A to this Resolution and incorporated by this reference; and

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

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

BE IT FURTHER RESOLVED THAT the City Manager is authorized to approve extension of the Closing Date for an additional period not to exceed sixty (60) days per the terms set forth in Section 5.2 of the Purchase and Sale of Real Property and Joint Escrow Instructions.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Former City of King Community Development Agency on the 14th day of April, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Mike LeBarre, Mayor/Chair

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

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

This SECOND AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Amendment**") is entered into this 23 day of March, 2020 by and between the SUCCESSOR AGENCY OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF KING CITY, a public agency ("**Seller**") and STAY CAL HOTELS, LLC, a California limited liability company ("**Buyer**").

RECITALS:

A. Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated January 22, 2019 as amended by that First Amendment dated July 9, 2019 (collectively "**Original PSA**"), regarding the sale of certain unimproved real property located at 1023 Broadway in the City of King (APN 026-391-025-000) as legally described in the Original PSA.

B. The Escrow was originally scheduled to close on March 9, 2020 and the parties had orally agreed to extend the escrow to May 8, 2020 but a written extension was not executed.

C. The COVID-19 pandemic and the state quarantine emergency orders have resulted in the virtual shutdown of businesses including financial institutions. Accordingly the parties are willing to cooperate to extend the closing date.

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

AGREEMENT

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

2. DEFINED TERMS. All terms not specifically defined in this Amendment shall have the meaning in the Original PSA.

3. AMENDMENT EFFECTIVE DATE. This Amendment shall be effective upon the execution by Seller and deliver of an executed copy to Buyer ("**Amendment Effective Date**").

4. AMENDMENTS/MODIFICATIONS/CONFIRMATIONS. The parties agree as follows:

A. DUE DILIGENCE PERIOD. The parties acknowledge that the Due Diligence Period has expired, Buyer did not exercise its option to terminate and Buyer delivered the Additional Deposit to Seller in a timely manner.

B. EXTENSION OF CLOSING DATE. Section 5.1 is amended to define the Closing Date as September 8, 2020.

C. CONTINUATION OF SECTION 5.2. For clarity, the parties acknowledge that Section 5.2 of the PSA remains in full force and effect.

D. **CONTINUATION OF SECTION 5.5.** For clarity, the parties acknowledge that Section 5.5 of the PSA remains in full force and effect.

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

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

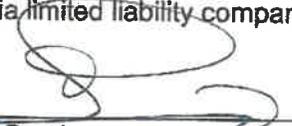
7. **ENTIRE AGREEMENT.** This Amendment constitutes the entire agreement and supersedes any prior written or oral agreements among the parties with respect to the specific matters addressed herein.

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

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

BUYER:

STAY CAL HOTELS, LLC,
a California limited liability company

By: 
Hiten Suraj
Manager

3/23, 2020

SELLER:

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

By: By: _____
Steve Adams, Executive Director

_____, 2020

ATTEST:

Erica Sonne, Deputy Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: _____
Roy C. Santos, Agency Counsel



Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

**RE: CONSIDERATION OF CONTRACT SERVICES AGREEMENT
FOR BUILDING INSPECTION, PLAN REVIEW AND CODE
ENFORCEMENT SERVICES**

RECOMMENDATION:

It is recommended the City Council: 1) approve and authorize the City Manager to execute a new Contract Services Agreement with CSG Consultants, Inc. for building plan review and inspections services and code enforcement services for an additional 2-year period; and 2) authorize the City Manager to make non-substantive changes as deemed necessary in a form approved by the City Attorney.

BACKGROUND:

In September 2017, a contract with CSG Consultants, Inc. was approved to provide all building inspection, plan review and related building official services. The agreement was renewed in October 2018 and hours of the Building Official were expanded. In April 2019, the contract was expanded to include temporary code enforcement services. It is due to expire this month.

DISCUSSION:

The services provided under this contract have been very good. It has resulted in improvements to both the City's building permit and code enforcement functions. The City is no longer utilizing the code enforcement services, but they are still included in the contract to provide the capability of utilizing services on a temporary basis when needed. The new contract is proposed to be for a term of two years.

**CITY COUNCIL
CONSIDERATION OF CONTRACT SERVICES AGREEMENT FOR BUILDING
INSPECTION, PLAN REVIEW AND CODE ENFORCEMENT SERVICES
APRIL 14, 2020
PAGE 2 OF 2**

COST ANALYSIS:

Staff has negotiated a \$10 per hour reduction in the cost for the Code Enforcement Officer position for the first year of the contract. There will be a \$5 per hour increase in all services provided under the contract in the second year. Since code enforcement services are not currently being used, there will likely be no change in costs at this time.

ENVIRONMENTAL REVIEW:

The Contract for Services Agreement 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 City Council action is required under CEQA for City Council.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Request modifications to the contract and approve;
3. Do not approve the contract and direct staff to hire both a full-time Code Enforcement Officer and full-time Building Official; or
4. Provide other direction to staff.

Exhibits:

1. Contract Services Agreement

Prepared and Approved by:



Steven Adams, City Manager

CITY OF KING
CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2020, by and between the CITY OF KING, a California municipal corporation ("City") and CSG Consultants Inc.(herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

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

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

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

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

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

5.3 Indemnification.

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

(b) 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 losses, claims, actions, and liabilities of any kind incurred or threatened as a result of the representation of CSG of its status, and the status of CSG personnel assigned to perform the Services, as an independent contractor.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident or employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

(d) The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement

and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in

accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF KING, a municipal corporation

Steven Adams, City Manager

ATTEST:

Eric Sonne, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Shannon L. Chaffin, City Attorney

CONSULTANT:

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.

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 _____, 2017 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
 - CORPORATE OFFICER
- _____
- TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A. On-site plan review services
 - B. Inspection services
 - C. Off-site plan review services
 - D. Building related code enforcement assistance
 - E. Code Enforcement Officer Services

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Processing of plans and building, electrical, plumbing and HVAC comments
 - B. Issuance of building permits
 - C. Inspection reports
 - D. Final inspection documents
 - E. Other documents related to administration and enforcement of the California Building Code

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. Daily Inspection Logs of all Projects

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[If none, note "Not Applicable"]

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

FEE SCHEDULE

CSG's fee schedule for performing the scope of services is provided in the table below. Work performed outside the normal working schedule (i.e. building inspection during an emergency) will be performed at 1.5x the hourly rate.

ROLE	Hourly Rate Valid Through 6/30/21	Hourly Rate Effective 7/1/21
Certified Building Inspector	\$85	\$90
Building Official	\$125	\$130
On-Site Plan Review	\$125	\$130
Code Enforcement Officer	\$100	\$105
Overtime	1.5 x Hourly Rate	
Holidays & Weekends	2.0 x Hourly Rate	

All hourly rates reflect costs including salaries, benefits, workers' compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On each anniversary of the contract start date, CSG will increase hourly rates based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultants shall provide on-site inspection and plan review services to the City of King on Mondays, Tuesdays, Wednesdays and Thursdays from 8:00 a.m. to 5:00 p.m. Days of service may be adjusted in writing by City at any time during the term of the contract.

Standard Plan Review Turnaround Times

The following are CSG's proposed plan review turnaround times.

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS)	RE-CHECK (BUSINESS DAYS)
Commercial New Construction or Addition*	10	5
Tenant Infill/Remodel	10	5
Residential New Construction	10	5
Residential Addition/Remodel	10	5

***Turnaround time may vary with complexity and magnitude of the projects. If a review is anticipated to take longer than the maximum turnaround timing, CSG will notify the City's representative and negotiate additional with required to ensure an appropriate level of review. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner.**



Item No. 9(F)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: MIKE HOWARD, FINANCE DIRECTOR
RE: CONSIDERATION TO DECLARE SURPLUS PROPERTY

RECOMMENDATION:

It is recommended City Council adopt a Resolution declaring specific vehicles as surplus property and authorizing its sale or disposal.

BACKGROUND:

Periodically, surplus City vehicles, equipment and furniture, which have exceeded their useful life expectancy, are approved for disposition by the City Council and sold via a public surplus auction service in compliance with the City's Procurement Policy. Several vehicles that are no longer being used by the City have accumulated at the City's Corporation Yard.

DISCUSSION:

Analysis

The vehicles listed in the Resolution are no longer useful to City staff or have exceeded their useful life cycle. New vehicles have been placed into service replacing those listed in the Resolution.

Sale of the surplus vehicles will take place through a public on-site auction, on-line auction service, through Enterprise Fleet Leasing, or at an off-site auction house and will generate a minor amount of revenue. Revenue generated from the sale of any surplus property will be credited to the City's General fund account or to the specific Department and fund from which the surplus items were derived to offset vehicle leasing costs of the Enterprise Lease Arrangement. An itemized list is attached. (Resolution - Exhibit A)

**CITY COUNCIL
CONSIDERATION TO DECLARE SURPLUS PROPERTY
APRIL 14, 2020
PAGE 2 OF 3**

Advantages

The sale of surplus property will generate additional revenue for the City and will help clean-up City facilities, clearing useable storage space.

Disadvantages

No disadvantages have been identified for this action.

Public Notification and Input

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

COST ANALYSIS:

Upon the sale of various surplus property, the City will realize a small amount of revenue which will be used to offset future new leased vehicle costs. Additionally, a minor amount of staff time will be necessary to assist with processing the necessary documentation to sell the surplus property through an auction house, an on-line auction service or through an on-site surplus auction sale.

ENVIRONMENTAL REVIEW:

The sale of surplus equipment 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:

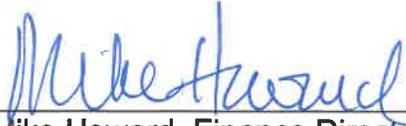
The following alternatives are provided for the Council's consideration:

1. Adopt the Resolution declaring the vehicles as surplus property and authorizes its sale and/ or disposal.
2. Do not adopt the Resolution; or
3. Provide direction to staff.

Exhibits:

1. Resolution of the City Council of the City of King Declaring Certain Property Surplus and Providing for the Disposition of Said Equipment

**CITY COUNCIL
CONSIDERATION TO DECLARE SURPLUS PROPERTY
APRIL 14, 2020
PAGE 3 OF 3**

Submitted by: 
Mike Howard, Finance Director

Approved by: 
Steven Adams, City Manager

RESOLUTION NO. 2020-4757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DECLARING CERTAIN PROPERTY SURPLUS AND PROVIDING FOR THE DISPOSITION OF SAID PROPERTY

WHEREAS, the City of King ("City") is the owner of specific property, including vehicles as outlined in **Exhibit A**;

WHEREAS, the City has found that said vehicles are no longer useable or have outlived their useable life span;

WHEREAS, the City desires to dispose of said vehicles for the common benefit of the community; and

WHEREAS, the City derives the right to dispose of said property through Government Code Section 37350.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of King declares the vehicles listed in Exhibit A as surplus and authorizes the City Manager to dispose of said property.

PASSED AND ADOPTED at a regular meeting of the City Council on the 14th day of April, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

EXHIBIT A

**SURPLUS VEHICLES AND EQUIPMENT
PROPOSED FOR DISPOSITION**

No.	Item	Make/ Model	ID #	Notes
1	PD Vehicle	2014 Ford Escape	1FMCU0GX1EUC24801	Damaged. No longer used.
2	PD Vehicle	2005 Crown Victoria	2FAHP71W85X168283	Damaged. Not suitable for future use.
3	PD Vehicle	2010 Dodge Charger	2B3CA4CT1AH305156	End of useful life
4	PD Vehicle	2010 Dodge Charger	2B3CA4CTXAH305155	End of useful life
5	PD Vehicle	Ford Expedition	1FMPU16575LB06913	End of useful life
6	PD Vehicle	2010 Dodge Charger	2B3CA4CTGAH305153	End of useful life
7	Pool Vehicle	2007 Chevy Impala	2G1WB58N37925512	End of useful life



Item No. 9(G)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF NOTICE OF COMPLETION - 2019 KING CITY STREET PROJECT

RECOMMENDATION:

It is recommended City Council: 1) approve Resolution No. 2020-4755 accepting completion of the 2019 King City Street Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.

BACKGROUND:

Improvement Plans and Specifications were put out to bid for the 2019 King City Street Project. At the September 10, 2019 meeting, the City Council awarded a contract to Papich Construction Company. The project included grinding the existing asphalt concrete, grading the base rock and installation of new asphalt concrete from curb to curb along North Vanderhurst Avenue and Ulrey Street. During the preconstruction conference and initial potholing, it was determined the existing street section was 2 inches of AC over 6 inches of concrete. The scope of the project was modified include a reinforcing fabric between the existing concrete and the asphalt concrete overlay.

DISCUSSION:

The project has been on the City's priority list of street improvements, which was submitted to TAMC as a priority project for Measure X sales tax measure approved in November 2016. The 3/8th % sales tax went into effect on April 1, 2017 and 60% of the funds are distributed to local cities and the county for road maintenance and safety projects. The project was also listed on SB1 Local Streets and Roads Funding Proposed Project List submitted for FY 19/20. All work has now been completed and inspected by the City Engineer to confirm it was performed per the specifications.

**CITY COUNCIL
CONSIDERATION OF NOTICE OF COMPLETION – 2019 KING CITY STREET
PROJECT
APRIL 14, 2019
PAGE 2 OF 2**

COST ANALYSIS:

King City's Capital Improvement Project titled Annual Street Improvement Program, which includes annual street repaving and slurry projects, has a total appropriation of \$632,322.00. For this project, the total proposed appropriation with construction management and contingencies for this project is \$425,914. Of this amount, \$236,000 will be paid from King City's SB1 funds (FY 2019-20) and \$167,405.00 will be paid from FY 2019-20 Measure X sales tax funds administered through the Transportation Agency of Monterey County (TAMC).

ENVIRONMENTAL REVIEW:

Environmental review was completed at the time the project was approved. No additional environmental review is required at this time.

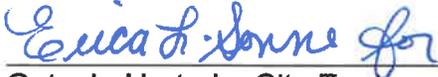
ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve Resolution No. 2020-4755, a resolution of the City Council of the City of King City accepting completion of the 2019 King City Street Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office;
2. If Council is aware of any problems with the work, provide direction to staff to address the deficiencies;
3. Do not approve Resolution No. 2020-4755; or
4. Provide other direction to staff.

Exhibits:

1. Resolution 2020-4755
2. Notice of Completion
3. Final Pay Estimate

Submitted by: 
Octavio Hurtado, City Engineer

Approved by: 
Steven Adams, City Manager

RESOLUTION No. 2020-4755

**ACCEPTANCE OF COMPLETION OF
2019 KING CITY STREET PROJECT**

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

WHEREAS, Project Engineer of said City has filed with the City Manager of the City of King a recommendation of acceptance as to the completion of all the work provided to be done under and pursuant to contract between said City and Papich Construction Company, dated October 8, 2019; and

WHEREAS, it appears to the satisfaction of the City Council that said work under said contract has been fully completed and done as provided in said contract plans and specifications therein referred to.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That acceptance of completion of said work be, and is hereby, made and ordered.
2. That the City Manager is directed to execute and file with the recorder of the County of Monterey, notice of acceptance of completion thereof, as required by law.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 14th day of April, 2020, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

WHEN RECORDED MAIL TO:

City of King City
Department of Public Works
212 S Vanderhurst Avenue
King City, CA 93930

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the public work described as 2019 King City Street Project was constructed pursuant to a contract between the City of King City, 212 S Vanderhurst Avenue King City, CA 93930 and Papich Construction Company, P.O. Box 2210, Pismo Beach, CA 93446. The date of completion of said work was March 18, 2020, which was the date said public entity accepted said work to the satisfaction of the City Engineer. The City of King City hereby accepts the project as completed in accordance with the plans and specifications.

CITY OF KING CITY

**STEVEN ADAMS
CITY MANAGER**

April 14, 2020
DATE

VERIFICATION

I Steven Adams do hereby certify that I am the City Manager of the public entity named above; that I am authorized to verify the foregoing notice; that I have read same; and that it is true of my knowledge.

I certify under penalty of perjury that the foregoing is true and correct.

Subscribed at City of King, California, this 14th day of April, 2020

**STEVEN ADAMS
CITY MANAGER**

STATE OF CALIFORNIA) SS
COUNTY OF MONTEREY)

Steven Adams, being first duly sworn, deposes and says:

That he is an officer of the City of King, a municipal corporation; to wit: the City Manager; that he has read the above and foregoing Notice of Completion, and that the same is true of his own knowledge except as to matters which are therein stated on his information or belief, and as to those matters that he believes them to be true.

Subscribed and sworn before me this _____ day of _____, 2020.

Notary Public
State of California



398 Sunrise Terrace
Arroyo Grande, CA 93420

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

Progress Invoice

Invoice No: 15333
Invoice Date: 03/18/20
Application No: 1
Completed Thru: 03/18/20
Invoice Due Date: 04/17/20

Contract: 19.989. King City, 2019 King City Street Project

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Completed And Stored To Date	%	Amount		Quantity This Period	Amount This Period	Retention
									Previous	This Period			
9401	GRIND 3" AC CURB TO CURB MAINTAINING 2% CROSS SLOP	302,214.25	92,989.000	SF	96,000.000	3.250	312,000.00	103.24%	0.00	0.00	96,000.000	312,000.00	0.00
9402	RAISE EXISTING MANHOLES TO GRADE ON ANY STREETS TO	2,420.00	2,000	EA	2,000	1,210.000	2,420.00	100.00%	0.00	0.00	2,000	2,420.00	0.00
9405	PAVING FABRIC, LAY LEVELING COURSE	88,965.00	1,000	LSU	1,000	88,965.000	88,965.00	100.02%	0.00	0.00	1,000	88,965.00	0.00
Total for items with No Bill Group									0.00	0.00		403,405.00	0.00

Total Billed To Date: 403,405.00
Less Retainage: 0.00
Less Previous Applications: 0.00
Total Due This Invoice: 403,405.00



Item No. 9(H)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: OCTAVIO HURTADO, CITY ENGINEER

RE: CONSIDERATION OF NOTICE OF COMPLETION - 2019 KING CITY SLURRY PROJECT

RECOMMENDATION:

It is recommended City Council: 1) approve Resolution No. 2020-4756 accepting completion of the 2019 King City Slurry Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office.

BACKGROUND:

Improvement Plans and Specifications were put out to bid for the 2019 King City Slurry Project. At the September 10, 2019 meeting, the City Council awarded a contract to VSS International, Inc. The project included applying a type 3 slurry seal application along King Street – North Third Street to Beach Street, Pine Circle, Oak Circle, North Second Street – King Street to Maple Street, Maple Street, Maple Street, Sycamore Street and San Antonio Drive – Willow Street to Mildred Avenue.

The downtown diagonal parking project was also added to the project and was funded by an agreement with Hartnell College. It involved removal of existing striping and a type 3 slurry seal applied prior to installing the diagonal striping. An addendum was issued on this project to perform this work.

DISCUSSION:

The project has been on the City's priority list of street improvements, which was submitted to TAMC as a priority project for Measure X sales tax measure approved in November 2016. The 3/8th % sales tax went into effect on April 1, 2017 and 60% of the funds will be distributed to local cities and the county for

**CITY COUNCIL
CONSIDERATION OF NOTICE OF COMPLETION – 2019 KING CITY SLURRY
PROJECT
APRIL 14, 2019
PAGE 2 OF 2**

road maintenance and safety projects. All work has now been completed and inspected by the City Engineer to confirm it was performed per the specifications.

COST ANALYSIS:

King City's Capital Improvement Project titled Annual Street Improvement Program, which includes annual street repaving and slurry projects, has a total appropriation of \$632,322.00. For this project, the total proposed appropriation with construction management and contingencies was \$206,408.00. Of this amount, \$160,800.00 will be paid from FY 2019-20 Measure X sales tax funds administered through the Transportation Agency of Monterey County (TAMC) and \$40,161.00 from Hartnell College to fund this project. Hartnell College paid an additional \$29,000 related to other costs associated with the project.

ENVIRONMENTAL REVIEW:

Environmental review was completed at the time the project was approved. No additional environmental review is required at this time.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Approve Resolution No. 2020-4756, a resolution of the City Council of the City of King City accepting completion of the 2019 King City Slurry Project; and 2) authorize City Manager to execute and file a Notice of Completion with the Monterey County Recorder's Office;
2. If Council is aware of any problems with the work, provide direction to staff to address the deficiencies;
3. Do not approve Resolution No. 2020-4756; or
4. Provide other direction to staff.

Exhibits:

1. Resolution 2020-4756
2. Notice of Completion
3. Final Pay Estimate

Submitted by:



Octavio Hurtado, City Engineer

Approved by:



Steven Adams, City Manager

RESOLUTION No. 2020-4756

**ACCEPTANCE OF COMPLETION OF
2019 KING CITY SLURRY PROJECT**

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

WHEREAS, Project Engineer of said City has filed with the City Manager of the City of King a recommendation of acceptance as to the completion of all the work provided to be done under and pursuant to contract between said City and VSS International, Inc., dated September 18, 2019; and

WHEREAS, it appears to the satisfaction of the City Council that said work under said contract has been fully completed and done as provided in said contract plans and specifications therein referred to.

NOW, THEREFORE, IT IS ORDERED AS FOLLOWS:

1. That acceptance of completion of said work be, and is hereby, made and ordered.
2. That the City Manager is directed to execute and file with the recorder of the County of Monterey, notice of acceptance of completion thereof, as required by law.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 14th day of April, 2020, by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

WHEN RECORDED MAIL TO:

City of King City
Department of Public Works
212 S Vanderhurst Avenue
King City, CA 93930

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

That the public work described as 2019 King City Slurry Project was constructed pursuant to a contract between the City of King City, 212 S Vanderhurst Avenue King City, CA 93930 and VSS International Inc., P.O. Box 981330, West Sacramento, CA 95798. The date of completion of said work was December 3, 2019, which was the date said public entity accepted said work to the satisfaction of the City Engineer. The City of King City hereby accepts the project as completed in accordance with the plans and specifications.

CITY OF KING CITY

**STEVEN ADAMS
CITY MANAGER**

April 14, 2020
DATE

VERIFICATION

I Steven Adams do hereby certify that I am the City Manager of the public entity named above; that I am authorized to verify the foregoing notice; that I have read same; and that it is true of my knowledge.

I certify under penalty of perjury that the foregoing is true and correct.

Subscribed at City of King, California, this 14th day of April, 2019

**STEVEN ADAMS
CITY MANAGER**

STATE OF CALIFORNIA) SS
COUNTY OF MONTEREY)

Steven Adams, being first duly sworn, deposes and says:

That he is an officer of the City of King, a municipal corporation; to wit: the City Manager; that he has read the above and foregoing Notice of Completion, and that the same is true of his own knowledge except as to matters which are therein stated on his information or belief, and as to those matters that he believes them to be true.

Subscribed and sworn before me this _____ day of _____, 2018.

Notary Public
State of California



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 20018010

To Owner: CITY OF KING CITY
212 S VANDERHURST AVENUE

Project: 19-095. CA KING CITY 2019 SLURRY
SEAL PROJECT

Application No.: 2

KING CITY, CA 93930

Period To: 12/31/2019

From Contractor: VSS INTERNATIONAL, INC.
P.O.Box 981330
West Sacramento, CA 95798

Project Nos: CA KING CITY 2019 SLURRY SEAL PROJECT

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

1. Original Contract Sum	\$160,800.00
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$160,800.00
4. Total Completed To Date	\$200,961.00
5. Retainage:	
a 5.00% of Completed Work	\$10,048.05
 Total Retainage	 \$10,048.05
6. Total Earned Less Retainage	\$190,912.95
7. Less Previous Application & Certificates For Payments	\$0.00
8. Current Payment Due	\$190,912.95
9. Balance To Finish, Plus Retainage	-\$30,112.95

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: VSS INTERNATIONAL, INC.

By: Tracy Ann Cress Date: 12/31/19
for Parrish Bowes

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 190,912.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2
 Application Date : 12/31/19
 To:
 Architect's Project No.:

Invoice # : 20018010 Contract : 19-095. CA KING CITY 2018 SLURRY SEAL PROJECT

A Item No.	B Description of Work	UM	C1 Scheduled Units	C2 Scheduled Value	D				E		G Total Completed and Stored To Date (D+E)	H Retainage
					Work Completed				From Previous Application	This Period In Place		
					From Previous Application		This Period In Place					
Units	Value	Units	Value	Units	Value	Units	Value					
1	Microsurface (Type 3 Slurry Seal)	SF	268,000	160,800.00	0.00	0.00	334935.00	200,961.00	200,961.00			

Grand Totals			268,000	160,800.00	0.00	0.00	334935.00	200,961.00	200,961.00	10,048.05
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FOR PROPER CREDIT REMIT TO: ADDRESS ON THE INVOICE. TERMS: ALL ACCOUNTS DUE UPON RECEIPT. OVERDUE ACCOUNTS ARE SUBJECT TO 1.5%/MONTH, 18%/ANNUM. ATTORNEY'S FEE INCURRED IN COLLECTING PAST DUE ACCOUNTS WITH OR WITHOUT LEGAL ACTION TOGETHER WITH ALL COURT COSTS INVOLVED



Item No. 9(1)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDERATION OF APPLICATIONS TO THE MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION TO AMEND THE CITY'S SPHERE OF INFLUENCE AND TO ALLOW THE CITY TO PROVIDE WASTEWATER SERVICES TO THE PROPOSED GILL AGRICULTURAL EMPLOYEE HOUSING PROJECT (ASSESSOR PARCEL NO. 235-072-023-000)

RECOMMENDATION:

It is recommended the City Council: 1) adopt a Resolution authorizing submittal of a minor Sphere of Influence ("SOI") amendment application to the Monterey County Local Agency Formation Commission ("LAFCO"); and 2) adopt a Resolution requesting LAFCO to permit the City to operate wastewater collection services outside the City's jurisdiction.

BACKGROUND:

The 2014 Sanitary Sewer Infrastructure Project installed a 12' inch Sewer main along South First Street and provided a manhole at the intersection of South First Street and Lonoak Road. In January 2017, the City received LAFCO approval to provide wastewater treatment service to the former College Ville complex, which lies in the County adjacent to the City's boundary along Lonoak Road and is now owned by Tom Salcido. Providing wastewater treatment service to College Ville allowed the owner to remove a septic system and significantly improve the conditions of the College Ville site. The Lonoak area has been identified as an appropriate location for building agricultural employee housing. David Gill has proposed to build twelve agricultural employee housing units with thirty-six (36) beds in the unincorporated area and across the street from College Ville. (Reference **Exhibit 1** of the Resolutions.) Mr. Gill has requested the City provide wastewater treatment service to allow construction of agricultural employee housing units in the County. LAFCO has requested that the City submit an SOI application to include

CITY COUNCIL

APRIL 14, 2020

CONSIDERATION OF APPLICATIONS TO THE MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION TO AMEND THE CITY'S SPHERE OF INFLUENCE AND TO ALLOW THE CITY TO PROVIDE WASTEWATER SERVICES TO THE PROPOSED GILL AGRICULTURAL EMPLOYEE HOUSING PROJECT (ASSESSOR PARCEL NO. 235-072-023-000)

PAGE 2 of 3

Mr. Gill's property, in addition to an application requesting to provide sewer service. Two Resolutions are attached to the staff report authorizing the submittal of both applications.

DISCUSSION:

AB 1783 creates a streamlined, ministerial CEQA-exempt approval process for qualifying agricultural employee housing developments on land zoned for agricultural uses. On March 12, 2020, the City, Monterey County and LAFCO officials and the applicant's representatives met and agreed that a SOI Amendment including the subject property is appropriate and that the City could provide wastewater treatment service without annexing the property. The project will meet the County's zoning requirements, will accomplish the City's goal of addressing agricultural employee housing needs, and will provide the most cost-effective and timely option for Mr. Gill to construct the project.

When the City Council approved serving the Salcido project with wastewater services, the owner was required to construct the wastewater collection line from the City limits to the project. At that time, it was anticipated that extension of the line would also provide the potential for future expansion of agricultural employee housing at adjacent properties. If the project is approved by the County and LAFCO, Mr. Gill will be required to enter into an extraterritorial wastewater service agreement with the City similar to what was executed with Mr. Salcido. That agreement will be presented to the City Council for consideration at a future meeting.

The City has been planning a First Street Bypass Road that is near this property. **Exhibit 2** of the attached Resolutions show the location of the proposed road. The City will ask the County to ensure that structures are not located on the future roadway right-of-way. LAFCO anticipates the applications will be considered at their May meeting. Based on preliminary plans submitted by the applicant, there does not appear to be a conflict with the proposed future road and construction of the housing units.

The City has actively been pursuing development of agricultural employee housing. Providing wastewater service to Lonoak Road could assist in the development of agricultural employee housing at other adjacent properties, further meeting this

CITY COUNCIL

APRIL 14, 2020

CONSIDERATION OF APPLICATIONS TO THE MONTEREY COUNTY LOCAL AGENCY FORMATION COMMISSION TO AMEND THE CITY'S SPHERE OF INFLUENCE AND TO ALLOW THE CITY TO PROVIDE WASTEWATER SERVICES TO THE PROPOSED GILL AGRICULTURAL EMPLOYEE HOUSING PROJECT (ASSESSOR PARCEL NO. 235-072-023-000)

PAGE 3 of 3

need.

COST ANALYSIS:

The applicant is paying for the LAFCO applications and staff's time working on the proposal. At the time Tom Salcido constructed the extension of the line to the former College Ville site, wastewater collection development impact fees were waived due to the investment he made in installing the new line. Mr. Gill contributed one-half of that cost at that in anticipation of seeking a future connection. Therefore, it is recommended wastewater collection impact fees be waived and he only be required to pay the City wastewater treatment facility development impact fees in the amount of \$12,059.28.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolutions.
2. Direct staff to instead pursue annexation of the project.
3. Do not adopt the Resolutions and direct the City Manager to cease the project efforts.
4. Provide other direction to staff.

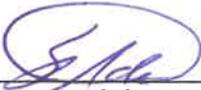
Exhibits:

1. Resolution Regarding Amending the City's SOI
2. Resolution Regarding Providing Wastewater Treatment Service Outside City Limits

Submitted by:

MA FOR Doreen Liberto
Doreen Liberto, Community Development Director

Approved by:


Steven Adams, City Manager

RESOLUTION NO. 2020-4759

A RESOLUTION OF THE CITY OF KING CITY COUNCIL REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TO TAKE PROCEEDINGS FOR AN AMENDMENT TO THE SPHERE OF INFLUENCE FOR AN AREA ALONG LONOAK ROAD (ASSESSOR PARCEL NO. 235-072-023-000).

WHEREAS, King City ("City") is a duly formed Charter city pursuant to Cal Government Code §34450 et seq, which provides wastewater treatment services ("Services"); and

WHEREAS, the City desires to initiate proceedings with the Monterey County Location Agency Formation Commission ("LAFCO"), pursuant to the Cortese-Knox- Hertzberg Local Government Reorganization Act of 2000, commencing with Cal Government Code §56000 of the California Government Code, as the same may be amended from time to time, for the amendment of the City's Sphere of Influence ("SOI") to include Assessor Parcel No. 235-072-023-000 and as outline on **Exhibit 1**; and

WHEREAS, the subject parcel (Assessor Parcel No. 235-072-023-000) is adjacent to the City and David Gill, Applicant for the Gill Farmworker Housing project, wishes to construct employee housing pursuant to the Farmworker Housing Act (AB 1783) in the unincorporated area; and

WHEREAS, a First Street Bypass Road is proposed near the site development, as shown on **Exhibit 2** and setbacks should be provide from said road; and

WHEREAS, on March 12, 2020, the City, Monterey County and LAFCO officials and the Applicant met and agreed that a Sphere of Influence Amendment including the subject property is appropriate and that the City could provide wastewater treatment service without annexing the property; and

WHEREAS, the proposal is consistent with the City's General Plan supporting the development of agricultural employee housing; and

WHEREAS, the City Council ("Council") adopted Resolution No. 2020-4758 requesting LAFCO allow the City to provide wastewater treatment services to the subject parcel; and

WHEREAS, on April 14, 2020, the Council conducted review of the amendment to the SOI and authorizes the City Manager to request LAFCO amend the City's Sphere of Influence amendment to include the subject site and to take all actions and execute all documents as may be necessary or appropriate to give effect to this Resolution; and

WHEREAS, is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Section 15320, Class 20, (Changes in Organization of Local Agencies).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of King, after consideration of the information contained in the April 14, 2020 staff report, hereby authorizes the City Manager to file a Sphere of Influence amendment application with LAFCO and take all actions and execute all documents as may be necessary or appropriate to give effect of this Resolution.

PASSED AND ADOPTED by the City Council of King City on the **14 April 2020**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mike LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

Exhibit 1: Map of Site

Exhibit 2: Map Showing Future First Street Bypass

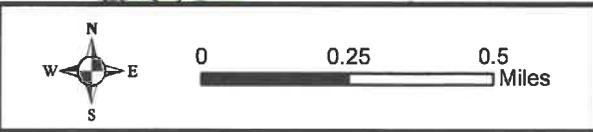
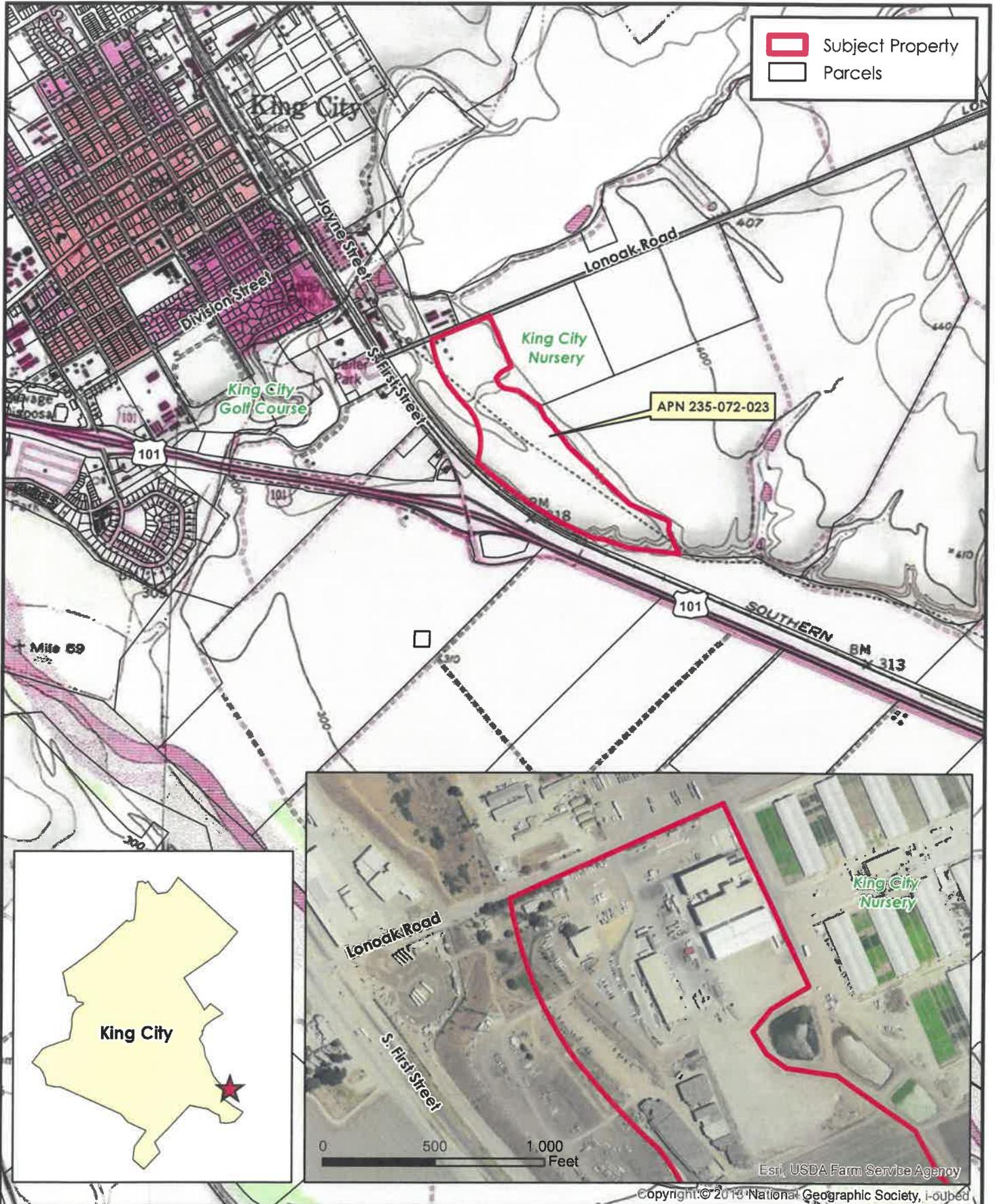


Exhibit 1

Sphere of Influence Amendment

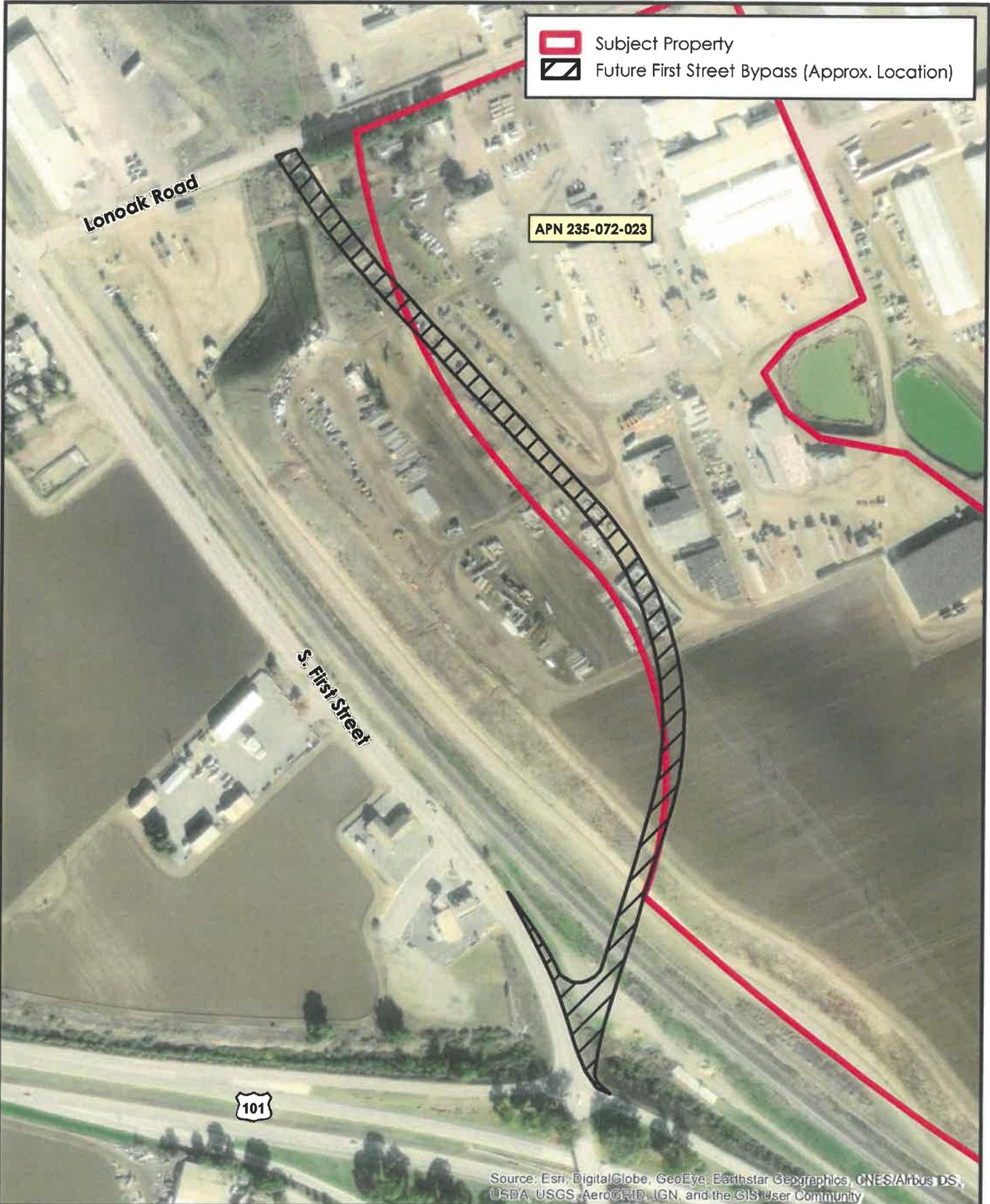


Exhibit 2

Future First Street Bypass

RESOLUTION NO. 2020-4758

A RESOLUTION OF APPLICATION BY KING CITY REQUESTING THE LOCAL AGENCY FORMATION COMMISSION OF MONTEREY COUNTY TO APPROVE AN EXTENSION OF CITY WASTEWATER COLLECTION SERVICES OUTSIDE CITY JURISDICTION (ASSESSOR PARCEL NO. 235-072-023-000)

WHEREAS, King City ("City") is a duly formed Charter city pursuant to Cal Government Code §34450 et seq, which provides wastewater treatment services ("Services"); and

WHEREAS, the City desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Cal Government Code §56000, that permit the City to operate certain services outside the City's jurisdictional boundaries; and

WHEREAS, the Farmworker Housing Act (AB 1783) deems employee housing consisting of no more than thirty-six (36) beds in a group quarters or twelve (12) units or spaces are considered an agricultural land use and prohibits requirement of a conditional use permit or other zoning clearances for employee housing; and

WHEREAS, David Gill, Applicant for the Gill Farmworker Housing project wishes to construct employee housing in the unincorporated area; and

WHEREAS, the Gill Farmworker Housing project site has no sewer service at this time; and

WHEREAS, the City and Applicant for the Gill Farmworker Housing project are concerned about the threat to the health and safety of the users of the septic system; and

WHEREAS, on January 9, 2018, the City and Thomas Salcido, entered into an Extraterritorial Wastewater Service Agreement (2018005573) to serve Colledgeville, which is directly across Lonoak Road from the subject site; and

WHEREAS, on March 12, 2020, the City, Monterey County and LAFCO officials and the Applicant met and agreed that a Sphere of Influence Amendment including the subject property is appropriate and that the City could provide wastewater treatment service without annexing the property; and

WHEREAS, prior to the City providing extraterritorial wastewater service, the Applicant for the Gill Farmworker Housing project shall enter into an Extraterritorial Wastewater Service Agreement with the City; and

WHEREAS, the wastewater treatment service area subject to this application is described as Gill Farmworker Housing project, and as shown on **Exhibit 1**; and

WHEREAS, a First Street Bypass Road is proposed near the site development, as shown on **Exhibit 2** and setbacks should be provide from said road; and

WHEREAS, on April 14, 2020, a Resolution authorizing a Sphere of Influence Amendment submittal to LAFCO has been adopted by the City Council; and

WHEREAS, the principal reason for this proposed action is to connect to the City's wastewater treatment plant.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the City Council as follows:

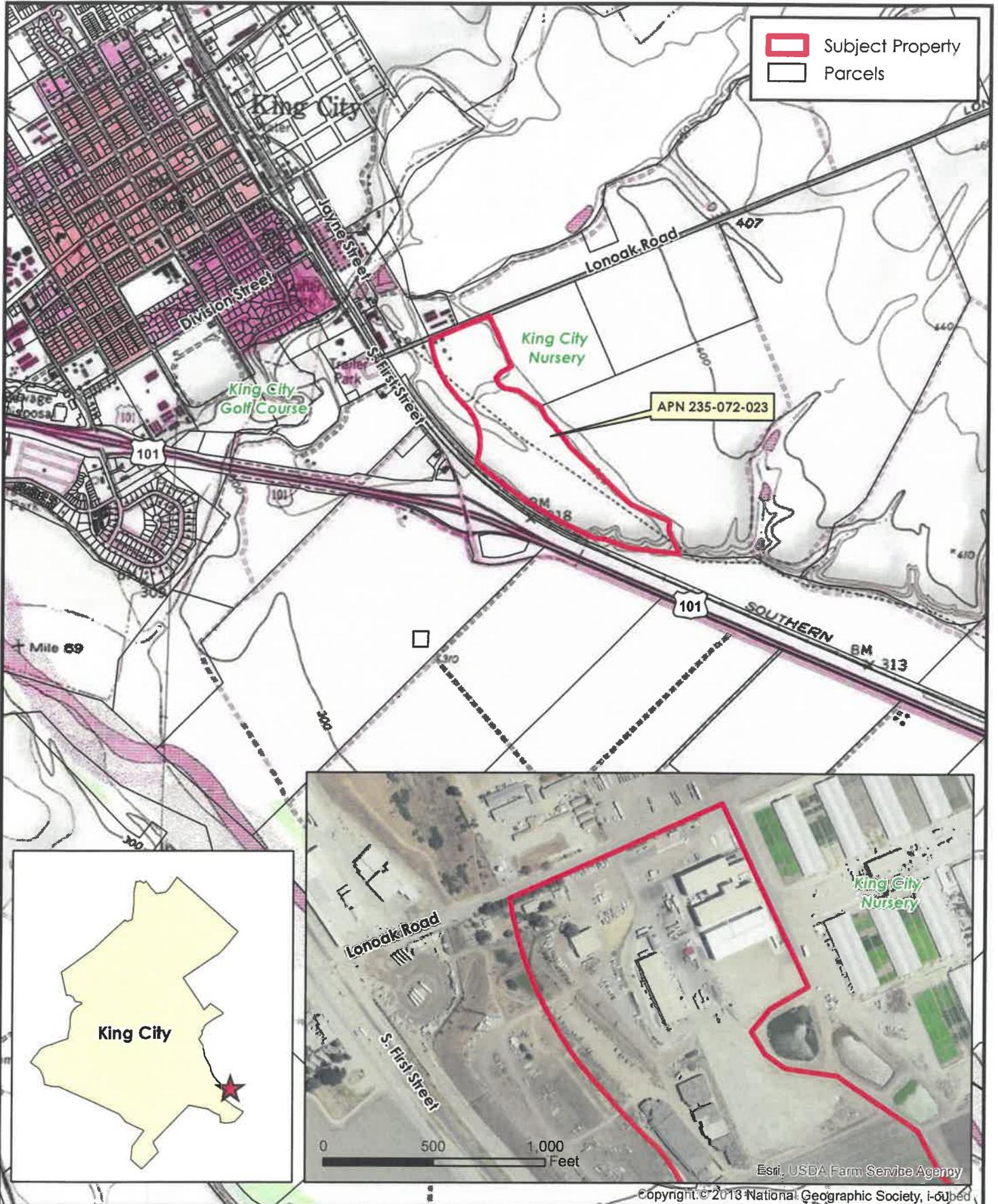
1. A Resolution of Application is hereby adopted and approved, and the City Manager of the City is authorized to prepare and submit an application requesting that the Local Agency Formation Commission of Monterey take and initiate proceedings to permit the City to provide wastewater treatment service to the Gill Farmworker Housing project, as authorized and in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The City Manager is also authorized to move specifically delineate the proposed service area of Gill Farmworker Housing project, if required.
2. Pursuant to the California Environmental Quality Act ("CEQA"), the California Public Resources Code §21000 et seq., and the "CEQA Guidelines" promulgated thereunder, Title 14 of the California Administrative Code, §15000 et seq., the City Council finds and declares that this application is categorically exempt from the dictates of CEQA, and specifically pursuant to CEQA Guidelines §15061 (b) (3), §15319 and §15320 which apply to projects where it can be seen with certainty that there is no possibility that the activity in question may have significant adverse effect on the environment, and the action consists solely in the City's providing wastewater treatment service.
3. The City Manager is authorized to prepare and submit such additional documents and notices, including any notices required by CEQA or LAFCO regulations and rules, to fully implement the intent of this Resolution.

PASSED AND ADOPTED by the City Council of King City on the **14 April 2020**, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Mike LeBarre, Mayor



0 0.25 0.5 Miles

Exhibit 1
Wastewater Treatment Service Area

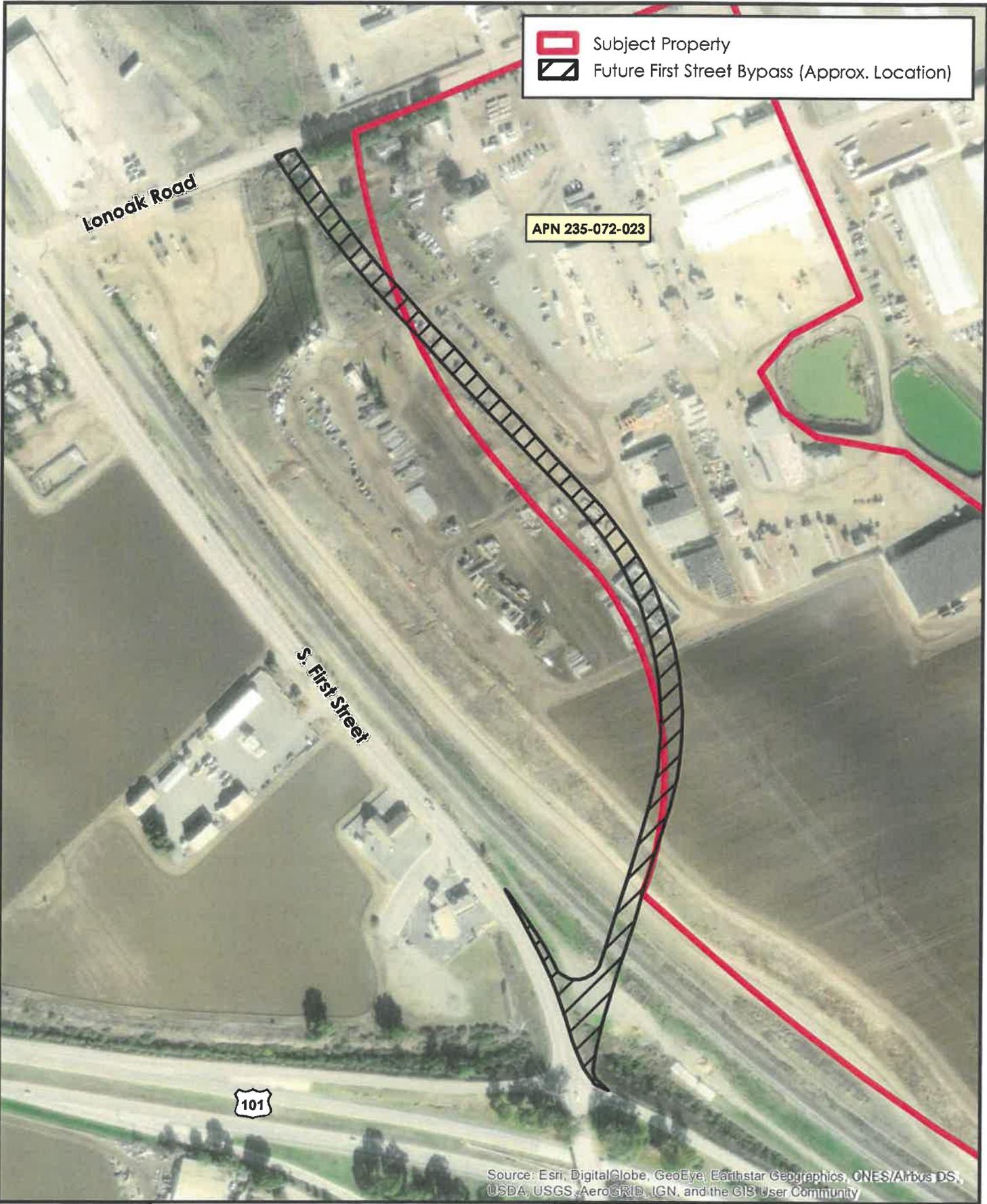


Exhibit 2
Future First Street Bypass



Item No. 9(J)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MIKE HOWARD, FINANCE DIRECTOR

RE: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DESIGNATING THE AUTHORIZED AGENTS TO BE ELIGIBLE TO RECEIVE FUNDS FROM THE STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (Cal OES Form 130)

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution designating the authorized agents to be eligible to receive funds from the State of California Governor's Office of Emergency Services.

BACKGROUND:

On March 4, 2020, the Governor of California declared a State of Emergency to make additional resources available, formalize emergency actions already underway, and help the state prepare for broader spread of the coronavirus (COVID-19). On March 13, 2020, the President declared a National State of Emergency. As a result, on March 16, 2020, the City Manager signed a Proclamation of Local Emergency in King City, which was ratified by the City Council on March 20, 2020. One of the objectives of the Proclamation was to help make the City eligible for Federal and State funding reimbursement of costs for measures to help prevent and respond to the spread of COVID-19.

DISCUSSION:

The Finance Director has submitted the initial application for Public Assistance Request (PAR). The authorized agents to receive funds from the State of California Governor's Office of Emergency Services would be designated as the City Manager, Finance Director, and Chief of Police.

**CITY COUNCIL
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF KING DESIGNATING THE AUTHORIZED AGENTS TO BE ELIGIBLE TO
RECEIVE FUNDS FROM THE STATE OF CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES (Cal OES Form 130)
APRIL 14, 2020
PAGE 2 OF 2**

COST ANALYSIS:

Approval of the resolution will allow the City to submit a request for reimbursement for expenditures incurred related to the response of the COVID-19 pandemic.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Resolution and authorize the City Manager designate the authorized agents to be eligible to receive funds from the State of California Governor's Office of Emergency Services
2. Do not adopt the Resolution; or
3. Provide additional direction to staff.

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING DESIGNATING
THE AUTHORIZED AGENTS TO BE ELIGIBLE TO RECEIVE FUNDS FROM THE
STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
(Cal OES Form 130)**

WHEREAS, the City Council needs to designate the City's authorized agents to be eligible to apply for and receive funding from the State of California Governor's Office of Emergency Services; and

WHEREAS, in order to provide the official information, the city needs to submit the Cal OES Form 130, which is attached to this Resolution.

NOW THEREFORE BE IT HERBY RESOLVED, that the City Council of the City of King designates the City Manager, Finance Director, and Chief of Police as the Authorized Agents; and

BE IT FURTHER RESOLVED; that the City Manager is authorized to submit Cal OES Form 130 to the State of California Governor's Office of Emergency Services.

PASSED AND ADOPTED by the City Council of the City of King at a regular meeting duly held on the 14th day of April 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Michael LeBarre, Mayor

ATTEST:

Steven Adams, City Clerk

APPROVED AS TO FORM:

Roy Santos, City Attorney

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20_____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")



Item No. 10(A)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CIY MANAGER

BY: ROY SANTOS, CITY ATTORNEY

RE: CONSIDERATION OF AN URGENCY OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

RECOMMENDATION:

It is recommended the City Council adopt the Urgency Ordinance temporarily prohibiting commercial evictions within the City of King for nonpayment of rent or due to foreclosure related to the COVID-19 pandemic and pursuant to Executive Order N-28-20.

BACKGROUND:

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to exist in California as a result of the threat of COVID-19. Within a short period of time, COVID-19 has spread rapidly throughout California, necessitating stringent public health emergency orders, as well as guidance from Federal, State, and local public health officials. On March 19, 2020, the Governor issued Executive Order N-33-20 to control the spread of COVID-19 within the State of California, ordering all residents, unless exempted, to stay home or at their place of residence. On March 18, 2020, the Monterey County Department of Public Health (MCDPH) also had issued an Order of the Health Officer to control the spread of COVID-19 within the County of Monterey requiring, unless exempted, residents to stay home or at their place of residence.

CITY COUNCIL

CONSIDERATION OF AN URGENCY OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

APRIL 14, 2020

PAGE 2 OF 5

The State and County of Monterey issued “Safer at Home” Orders, intended to limit businesses and locations which are open to the public to slow the spread of COVID-19. Many Californians are experiencing, or will experience, losses of income as a result of business closures, loss of hours or wages, or layoffs related to COVID-19. These economic impacts may hinder their ability to keep up with rent, leaving them vulnerable to eviction. Recognizing that minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing residents to stay home, the Governor has issued two Executive Orders aimed at limiting evictions caused by COVID-19.

On March 16, 2020, the Governor issued Executive Order N-28-20, which waived any provisions of State law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions until May 31, 2020, unless extended. Many cities have responded by prohibiting evictions as allowed by the Order.

On March 27, 2020, the Governor issued Executive Order N-37-20, which went further by prohibiting the enforcement of eviction orders against residential tenants who:

- (1) paid rent due up through March 26, 2020:
- (2) give their landlord notice no later than seven days after rent is due that they are unable to pay rent due to (a) missing work due to the COVID-19 related illness of the tenant or the tenant’s family member, (b) a lay-off, loss of hours, or other income reduction due to COVID-19, or (c) missing work to care for a child whose school was closed due to COVID-19; and
- (3) can verify these facts with documentation, which may be provided to the landlord up until the time that the tenant pays back-due rent.

Executive Order N-37-20 also give tenants an additional 60 days to respond to a complaint filed by their landlord for unlawful detainer (the legal action take to evict a tenant). This Order is also effective until May 31, 2020.

Unlike Order N-28-20, this Order applies even if cities take no action. However, it is more limited than Order N-28-20 in that it only applies to residential tenants, not commercial tenants.

To provide additional financial relief to Californians impacted by economic circumstances related to COVID-19, the California Department of Business

CITY COUNCIL

CONSIDERATION OF AN URGENCY OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

APRIL 14, 2020

PAGE 3 OF 5

Oversight has secured support from national banks, state banks, and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners. Individuals may be eligible for the following relief upon contacting their financial institution:

- 90-day grace period for mortgage payments.
- No negative credit impacts resulting from relief.
- Moratorium on initiating foreclosure sales or evictions.
- Relief from fees and charges.

In addition, the U.S. Department of Housing and Urban Development (HUD) has suspended evictions and foreclosures through April 30, 2020. These actions apply to homeowners with mortgages insured by the Federal Housing Administration, a HUD agency that backs affordable home loans issued through private firms.

A number of cities throughout the County either adopted comprehensive non-eviction ordinances prior to the Governor's order or are now proposing ordinances to address commercial evictions. It is staff's understanding that all cities in South Monterey County have or will be considering similar actions. Therefore, staff is presenting this item for Council consideration to maintain consistency with neighboring jurisdictions regarding the protections provided to the City's residents.

DISCUSSION:

Proposed Ordinance

In response to the imminent threat of eviction facing many City residents and businesses, as well as the Governors' Executive Order N-28-20, the proposed Urgency Ordinance would temporarily prohibit residential and commercial evictions within the City for failure to pay rent, or due to foreclosure, caused by the COVID-19 pandemic. The Urgency Ordinance would remain in place until May 31, 2020, or until any further date to which the applicability of Executive Order N-37-20 is extended. Violations of the Urgency Ordinance are punishable by a fine of \$1,000.00 for each violation and are also punishable as a misdemeanor.

The proposed Urgency Ordinance does not forgive or excuse the payment of rent or prohibit landlords from seeking to recover rent by means other than eviction.

CITY COUNCIL

CONSIDERATION OF AN URGENCY OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

APRIL 14, 2020

PAGE 4 OF 5

The proposed Urgency Ordinance also does not prohibit eviction for reasons other than nonpayment of rent, or due to foreclosure, nor does it prohibit eviction for nonpayment of rent that preceded or is unrelated to the COVID-19 pandemic.

Although the proposed Urgency Ordinance overlaps in some ways with protections afforded by Executive Order N-37-20, it also differs in important ways. First, the proposed Ordinance applies to residential and commercial tenants, whereas Executive Order N-37-20 only applies to residential tenants. Second, the proposed Ordinance prohibits attempts to evict or dispossess a tenant, in addition to actual evictions. Finally, the proposed Ordinance provides the City with additional remedies to enforce the eviction prohibition by allowing the City to issue citations for \$1,000.00 per violation, as well as punishing violations as a misdemeanor.

Urgency Ordinance – Effective Immediately

The Ordinance would take effect immediately upon adoption by a four-fifths (4/5) vote pursuant to Government Code section 36937(b), which applies to ordinances “[f]or the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency.” The proposed Urgency Ordinance would ensure City of King residents have access to basic utilities, including water, gas, electricity, and telecommunications – as well as a place to shelter in place in order to avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment, thus preserving public health and safety. It would also promote income stability for employees, ensure that necessary commercial services remain available, and otherwise mitigate the economic impacts of COVID-19, all of which will preserve public peace, health, and safety.

Potential Legal Risks

Adopting this Ordinance would not be without risk. This Ordinance has the potential to deprive commercial landlords through the City of two-months’ rent. This could result in substantial losses for property owners and could result in property owners defaulting on their own financial obligations. Such potential results could motivate landlords in the City to bring a legal challenge against this Ordinance, including a demand that the City pay the landlord for lost income. The Executive Orders issued by the Governor provide authorization to California cities, but it should be remembered that these Orders are unprecedented.

CITY COUNCIL

CONSIDERATION OF AN URGENCY OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

APRIL 14, 2020

PAGE 5 OF 5

Furthermore, a city ordinance prohibiting evictions that complies with the Executive Orders could still potentially be found to violate federal law.

COST ANALYSIS:

This Ordinance is unprecedented and could result in legal challenge, which would result in legal costs for the City to defend the Ordinance. Finally, the implementation of this Ordinance will likely require increased staff time to address inquiries from landlords and tenants in the City.

ENVIRONMENTAL REVIEW:

The Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. Most of the terms and scope of city discretion are guided by existing State and Federal law. The ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Alternatively, the ordinance is exempt from CEQA because the City Council's adoption of the ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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



Submitted by: _____
Roy Santos, City Attorney



Approved by: _____
Steven Adams, City Manager

ORDINANCE NO. 2020-788

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING, CALIFORNIA, TEMPORARILY PROHIBITING COMMERCIAL EVICTIONS WITHIN THE CITY OF KING FOR NONPAYMENT OF RENT OR DUE TO FORECLOSURE RELATED TO THE COVID-19 PANDEMIC AND PURSUANT TO EXECUTIVE ORDER N-28-20

WHEREAS, pursuant to Government Code Section 36937(b), an ordinance takes effect immediately if it is “[f]or the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the city council”; and

WHEREAS, the President of the United States has declared a State of National Emergency related to the spread of the COVID-19 virus and the Governor has proclaimed a State of Emergency for the State of California and issued Executive Orders directing measures to mitigate the spread of cases of COVID-19 within the State of California; and

WHEREAS, on March 16, 2020, the City Manager, acting as the Director of Civil Defense and Disaster proclaimed that a local emergency exists throughout the City of King, and the proclamation was ratified by the City Council on March 20, 2020; and

WHEREAS, serious threats to public peace, health, and safety exist in the City, caused by confirmed cases of COVID-19 in the County of Monterey, the risk of the spread of COVID-19, and the demands on public services to mitigate and respond to those risks, as described in the President's Declaration of a National Emergency, the Governor's Proclamation of a State of Emergency, and the City Council's resolution ratifying the proclamation of a local emergency, and the recitals therein, which are incorporated as though fully set forth herein; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, tenants in the City of King have experienced or expect soon to experience sudden and unexpected income loss and may experience unexpected increased medical expenses; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, businesses have suffered loss of revenue due to the need for employees to work from home, the need to reduce business hours, legal requirements for certain kinds of businesses to close, and a decrease in consumer demand; and

WHEREAS, loss of income and revenue, and an increase in expenses, as a result of COVID-19, may inhibit City residents and businesses from fulfilling their financial obligations, including paying rent, leaving tenants vulnerable to eviction; and

WHEREAS, on March 16, 2020, the Governor issued Executive Order N-28-20, which waived any provisions of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on commercial evictions, including

but not limited to Civil Code Sections 1940 et seq. or 1954.25 et seq., until May 31, 2020, unless extended; and

WHEREAS, Executive Order N-28-20 provides that the statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq.; and any other statutory cause of action that could be used to evict or otherwise eject a commercial tenant or occupant of commercial real property after foreclosure, is suspended as applied to any tenancy, or commercial property and any occupation thereof, to which a local government has imposed a limitation on eviction pursuant to paragraph 2 of the Executive Order, only to the extent of the limitation imposed by the local government; and

WHEREAS, serious threats to public peace, health, and safety resulting from the spread of COVID-19 warrant and necessitate measures to ensure that City of King residents have access to basic utilities – including water, gas, electricity, and telecommunications – as well as a place to shelter in place in order to avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment; and

WHEREAS, the stability of commercial tenancies is conducive to public peace, health, and welfare because it will promote income stability for employees, ensure that necessary commercial services are available, and otherwise mitigate the economic impacts of COVID-19.

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

SECTION 1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference as findings of fact.

SECTION 2. AUTHORITY

This ordinance is adopted pursuant to paragraph 2 of the Governor’s Executive Order N-28-20.

SECTION 3. URGENCY AND EMERGENCY FINDINGS

The City Council finds that there is a current and immediate threat to public health, safety, and welfare posed by COVID-19, and there is an immediate need for the preservation of public peace, health or safety of the residents and community of the City. In particular, the City Council finds that the disruption of the economy caused by the COVID-19 pandemic threatens the financial stability of City residents due to layoffs, reduced hours, and potential increased medical expenses, and of City businesses due to the need for employees to work from home, the need to reduce business hours, legal requirements for certain kinds of businesses to close, and a decrease in consumer demand. This economic disruption is likely to cause many City residents and businesses to be unable to pay rent in coming months. Furthermore, due to the recommendation of health officials regarding social distancing, sheltering in place, and quarantine in the event of exposure to COVID-19, City residents are especially in need of a

secure and stable place of lodging during this crisis. Moreover, in order to ensure that necessary goods and services remain available to the public, to minimize job loss due to commercial evictions, and to prevent the exacerbation and extension of the present economic disruption caused by the COVID-19 pandemic, it is necessary to temporarily protect commercial tenants from eviction. The measures taken in this Ordinance will therefore protect the health and safety of City residents, and promote the stabilization of the local economy, which will promote public peace.

SECTION 4. TEMPORARY MORATORIUM ON EVICTIONS

No owner or landlord of any commercial property in the City of King shall evict, dispossess, or attempt to evict or dispossess, either through judicial means or otherwise, any tenant for nonpayment of rent, or due to foreclosure, when both of the following apply:

(1) The nonpayment of rent or foreclosure is caused by or arises out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by a layoff or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and

(2) The decrease in household or business income or the out-of-pocket medical expenses described in subsection (1) was caused by the COVID-19 pandemic, or by any local, state, or federal governmental response to COVID-19, and is documented.

Any person violating the provisions of this Ordinance shall be subject to a penalty of \$1,000.00 for a first-time violation, and thereafter \$1,000.00 for each additional violation of such provisions. A violation of this Ordinance is also punishable as a misdemeanor.

This Ordinance does not relieve a tenant of the obligation to pay rent, and does not prohibit landlords from seeking payment of rent through legal means other than eviction.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption by a 4/5 vote, pursuant to Government Code section 36937, and shall remain in effect through May 31, 2020, and shall then become null and void, provided that in the event the provisions in paragraph 2 of the Governor's Executive Order N-28-20 are extended beyond May 31, 2020, the provisions of this Ordinance shall be automatically and equally extended.

SECTION 6. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 7. ENVIRONMENTAL REVIEW

The adoption and implementation of this Ordinance is not a project, as defined in CEQA Guidelines section 15378, because it has no potential for resulting in physical change to the environment, either directly or indirectly, and is therefore not subject to environmental review under CEQA pursuant to CEQA Guidelines section 15060(c)(3).

SECTION 8. CERTIFICATION

The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

I HEREBY CERTIFY that the foregoing Urgency Ordinance was introduced by the City Council and adopted at a regular meeting thereof held on the 14th day of April 2020.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

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

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



Item No. 10(B)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ROY C. SANTOS, CITY ATTORNEY

RE: CONSIDERATION AND WAIVER OF THE FIRST READING BY TITLE ONLY OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING CHAPTER 7.09, OF TITLE 7 SOCIAL HOST LIABILITY

RECOMMENDATION:

It is recommended the City Council waive the first reading by title only and introduce the ordinance amending Chapter 7.09, of Title 7 pertaining to social host liability.

BACKGROUND:

At the February 25, 2020 meeting, the City Council directed staff to place on a future agenda for discussion whether to amend the City's Social Host Ordinance to include cannabis and illicit drugs. Staff provided a staff report to the Council at the March 10, 2020 meeting, at which time the Council provided staff with direction to prepare an amendment to the City's current social host ordinance to address the providing of cannabis and other controlled substances to minors within the city. The current Ordinance prohibits individuals from hosting or allowing parties or events at their place of residence where alcoholic beverages are in the possession of or consumed by minors. It also requires a host of parties and events to take reasonable corrective action upon learning of the possession or consumption of alcoholic beverages by a minor on their premises. However, Chapter 7.09 currently only addresses the providing of alcohol and alcoholic beverages to minors within the city and is absent on the issue of cannabis and illicit drugs.

DISCUSSION:

The City Council has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City; and as such, the creation,

**CITY COUNCIL
CONSIDERATION AND WAIVER OF THE FIRST READING BY TITLE ONLY
OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING
AMENDING CHAPTER 7.09, OF TITLE 7 SOCIAL HOST LIABILITY
APRIL 14, 2020
PAGE 2 OF 3**

amendment and enforcement of Chapter 7.09 Social Host Liability is within the authority of the City Council. Unfortunately, most youth get alcohol, cannabis and other controlled substances through social means such as parties, older siblings, parents and/or other adults. According to the National Council on Alcoholism and Drug Dependency, approximately 65% of youth surveyed said that they got the alcohol they drink from family and friends. Social host ordinances, such as Chapter 7.09, empower parents, neighbors, and other concerned citizens to seek help from law enforcement when there are youth suspected of underage drinking, cannabis consumption, and use of other controlled substances. The proposed amendments to Chapter 7.09 also provide the City and the Police Department with a formal course of action to combat underage drinking, cannabis consumption and use of other controlled substances. Further, the amended ordinance enables the City to recoup some of the expense of providing law enforcement and other public services to respond to the providing of alcohol, cannabis and other controlled substances to minors within the city. Chapter 7.09 and the proposed amendments contained within the ordinance are reasonable regulations for the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits.

Most importantly the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and in preserving the peace and quiet of the neighborhoods within the City by regulating the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits. The ordinance amendments are intended to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits to ensure the health, safety and welfare of both the minors and city residents. Lastly, nothing in this ordinance shall (1) allow any person to engage in conduct that endangers others or causes a public nuisance or (2) allow any activity relating to the providing and/or use of alcohol, cannabis and/or other controlled substances which is illegal under state or federal law.

COST ANALYSIS:

No fiscal impacts are associated with the Ordinance. The penalties enacted by this ordinance should cover the costs incurred by the City to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits.

**CITY COUNCIL
CONSIDERATION AND WAIVER OF THE FIRST READING BY TITLE ONLY
OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING
AMENDING CHAPTER 7.09, OF TITLE 7 SOCIAL HOST LIABILITY
APRIL 14, 2020
PAGE 3 OF 3**

ENVIRONMENTAL REVIEW:

The ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, directly or indirectly. Most of the terms and scope of city discretion are guided by existing State and Federal law. The ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Alternatively, the ordinance is exempt from CEQA because the City Council's adoption of the ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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



Submitted by _____

Roy C. Santos, City Attorney



Approved by: _____

Steven Adams, City Manager

ORDINANCE NO. 2020-___

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING
CHAPTER 7.09, OF TITLE 7 OF THE KING CITY MUNICIPAL CODE PERTAINING
TO SOCIAL HOST LIABILITY**

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

WHEREAS, most youth get alcohol, cannabis and other controlled substances through social means such as parties, older siblings, parents and/or other adults; and

WHEREAS, according to the National Council on Alcoholism and Drug Dependency, approximately 65% of youth surveyed said that they got the alcohol they drink from family and friends; and

WHEREAS, social host ordinances empower parents, neighbors, and other concerned citizens to seek help from law enforcement when there are youth suspected of underage drinking, cannabis consumption, and/or use of other controlled substances; and

WHEREAS, social host ordinances provide cities and local law enforcement with a formal course of action to combat underage drinking, cannabis consumption and/or use of other controlled substances; and

WHEREAS, social host ordinances enable cities to recoup some of the expense of providing law enforcement and/or other public services in responses to these gatherings; and

WHEREAS, pursuant to the City’s express statutory authority and its police power, the City desires to enact reasonable regulations for the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits; and

WHEREAS, the City has a compelling interest in protecting the public health, safety, and welfare of its citizens, residents, visitors and businesses, and in preserving the peace and quiet of the neighborhoods within the City by regulating the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits; and

WHEREAS, this Ordinance is intended to regulate the providing to and/or use of alcohol, cannabis and/or other controlled substances by minors at gatherings within the city limits to ensure the health, safety and welfare of both the minors and city residents; and

WHEREAS, nothing in this Ordinance shall be construed to: (1) allow any person to engage in conduct that endangers others or causes a public nuisance; or (2) allow any activity relating to the providing and/or use of alcohol, cannabis and/or other controlled substances which is illegal under state or federal law; and

WHEREAS, it is the intent of the City to regulate the providing to and/or use of alcohol, cannabis and other controlled substances by minors at gatherings within the boundaries of the City.

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

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

SECTION 2. The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).)

SECTION 3. Chapter 7.09, of Title 7, of the King City Municipal Code and the Sections specifically identified below are amended to read as follows:

Chapter 7.09

SOCIAL HOST LIABILITY

Section 7.09.20 Definitions.

The following words and phrases, whenever used in this chapter, shall have the meaning and be construed as defined in this section.

- (a) “Alcoholic beverage or alcohol” shall have the meaning given to that term under state law.
- (b) “Cannabis or Cannabis Products” shall have the meaning given to those terms under King City Municipal Code and state law.
- (c) “Control” means the actual or apparent authority and ability to regulate or direct the private premises, including, but not limited to, the control exercised by tenants, lessees, and owners who have notice of underage drinking on their property.
- (d) “Controlled Substance” shall have the meaning given under state and federal law.
- (e) “Knowingly” means aware of, or having reason to be aware of party, gathering or event.
- (f) “Minor” means any person under the age of twenty-one years.
- (g) “Party, gathering, or event” means a group of five or more persons who have assembled or are assembling for a social occasion or a social activity, at least one of whom is a minor and not a blood relative.
- (h) “Person” means any person(s) who owns, rents or otherwise controls premises that knowingly hosts, permits, promotes, organizes, or allows a gathering at which they allow the possession, providing, or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises or fails to take reasonable corrective action upon learning of the possession, providing or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises.

- (i) “Private premises” means any home, yard, open areas adjacent thereto, and accessory structures; apartment, condominium; hotel or motel room; or a hall or meeting room, or any other dwelling unit whether occupied on a temporary or permanent basis, whether occupied as a dwelling, for a party, or for other social function, and whether owned, leased, rented, or used with or without compensation.

Section 7.09.030 Social Host Liability – Declaration of Public Nuisance.

- (a) Liability. No person(s) shall permit, allow, or host a party, gathering, or event at his or her place of residence or on other private premises under the person(s) control where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are being provided, in the possession of, or consumed by, any minor or fail to take reasonable corrective action upon learning of the providing, possession, or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by a minor on such premises. Reasonable corrective action shall include, but is not limited to:
 - (1) Verifying the age of the persons attending the social gathering by inspecting drivers’ licenses or other government-issued identification cards;
 - (2) Making a prompt demand that such minor either forfeit the alcohol, alcoholic beverages, controlled substances, cannabis or cannabis product, and refrain from the consumption of such or depart from the premises;
 - (3) If such minor does not comply with such request, either promptly reporting the providing of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products or such underage consumption of alcohol to the local law enforcement agency or to any other person having a greater degree of authority over the conduct of such minor.
- (b) Public Nuisance. It is hereby declared to be a public nuisance for any person to permit, allow, or host a party, gathering, or event at his or her place of residence (or other private premises under his or her ownership or control) where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are provided to, in the possession of, or are being consumed by, any minor.
- (c) Exceptions. Nothing in this chapter should be interpreted to prohibit the consumption or possession of alcohol by a minor for legally-protected religious practices or legally protected family gatherings involving the use of alcohol beverages which occur exclusively between a minor and his or her parent or legal guardian, pursuant to Article 1, Chapter 4 of the California Constitution. Further, nothing in this chapter should be interpreted to prohibit or limit in any way an individual over the age of eighteen (18) with a lawful medical cannabis card from possessing or consuming cannabis or cannabis productions in compliance with the requirements of the King City Municipal Code and state law.

Section 7.90.040 Violation and Penalties.

- (a) **Violation.** Any person(s) who knowingly permits, allows, or hosts a party, gathering, or event at their place of residence (or other private property under that person(s) control) where alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products are being provided to, in the possession of, or are being consumed by, any minor on such premises, or fails to take reasonable corrective actions upon learning of the providing, possession or consumption of alcohol, alcoholic beverages, controlled substances, cannabis and/or cannabis products by any minor on such premises shall be liable and responsible for, and shall be subject to the criminal, civil and/or administrative penalties identified within this chapter.

- (b) **Criminal Penalties.**

Violations of the provisions of this chapter for conduct that is not otherwise considered lawful under state law, shall be considered a misdemeanor and is punishable in accordance with Chapter 1.04.010 of the King City Municipal Code. Each and every day, or portion thereof, a violation exists is a new and separate offense. The city may also pursue all applicable civil and administrative remedies, including, but not limited to, injunctive relief and administrative citations.

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

- (c) **Civil Penalties.**

- (1) **Injunction.** Injunctive relief.
- (2) **Receivership.** Receiverships pursuant to Health and Safety Code Section 17980.7.
- (3) **Drug Abatement.** California Drug Abatement Act set forth in Health and Safety Code Section 11570.
- (4) **Any other available remedy set forth in the King City Municipal Code or state law.**

- (d) **Administrative Penalties.** The administrative citation penalty for violation of this chapter, within a rolling twelve-month period, deemed misdemeanors under the King City Municipal Code shall be as follows:

- (1) **First violation five hundred dollars (\$500.00).**
- (2) **Second violation one thousand dollars (\$1,000.00).**
- (3) **All additional violations one thousand dollars (\$1,000.00).**

Section 7.90.050 Administrative Appeal.

- (a) Any person who violates the requirements of this chapter and is issued an administrative citation pursuant to section 7.09.040(d) shall be subject to the administrative appeal procedures set forth in this section.
- (b) The appellant must file a written appeal with the city clerk within fifteen (15) days of service of the administrative citation. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived. Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed. The written appeal shall contain:
 - (1) A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the civil penalty;
 - (2) A brief statement of the material facts which the appellant claims support his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted.
- (c) An appeal of an administrative penalty imposed for violations of Section 7.09.040(a) shall be heard by the City Manager or his/her designee or a hearing officer appointed by the City Manager. The appeal hearing shall be set no sooner than ten (10) days and no later than forty-five (45) days following a request for an appeal hearing. The City Manager or the Hearing Officer may extend the time for hearing the appeal based upon the needs of the city and availability of witnesses. Notice of the appeal hearing shall be mailed at least ten (10) days before the date set for the hearing. Failure to appear timely at the appeal hearing will cause the administrative penalty to become a final order or decision.
- (d) In reviewing the penalty, the City Manager or Hearing Officer shall consider all facts relating to the issuance of the administrative citation and the reasons therefor and shall uphold the penalty imposed, eliminate the penalty, or modify it. The decision of the City Manager or his/her designee or the Hearing Officer shall constitute the final administrative order or decision of the local agency within the meaning of Government Code Section 53069.4(b)(1).
- (e) The City Manager or his/her designee or the Hearing Officer shall serve a copy of their written decision on the appellant by U.S. Mail to the address provided by appellant in the written notice of appeal. The decision shall be deemed served within two (2) days after the date it was mailed to the address provided by the appellant.
- (f) The costs of the administrative hearing may be assessed to the responsible person in addition to any other fines and penalties if the citation is upheld.

SECTION 4: EFFECTIVE DATE.

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

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving the first reading, except by Title, at a regular meeting thereof held on the 14th day of

April 2020, and adopted the Ordinance after the second reading at a regular meeting held on the _____ day of _____ 2020, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:

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

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



Item No. 10(C)

REPORT TO THE CITY COUNCIL

DATE: APRIL 14, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: STEVEN ADAMS, CITY MANAGER

RE: CONSIDERATION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING THE ENFORCEMENT AND APPEALS PROCEDURES FOR THE ORDERS OF THE HEALTH OFFICER OF THE COUNTY OF MONTEREY RELATED TO THE COVID-19 PANDEMIC WITHIN THE CITY OF KING

RECOMMENDATION:

It is recommended the City Council adopt an Urgency Ordinance establishing the enforcement and appeals procedures for the Orders of the Monterey County Health Officer related to the COVID-19 pandemic within the City of King.

BACKGROUND:

On March 4, 2020, the Governor of California declared a State of Emergency to make additional resources available, formalize emergency actions already underway, and help the state prepare for broader spread of the coronavirus (COVID-19). On March 13, 2020, the President declared a National State of Emergency. As a result, on March 16, 2020, the City Manager signed a Proclamation of Local Emergency in King City, which was ratified by the City Council on March 20, 2020.

On March 17th, the Monterey County Health Officer issued a Shelter in Place Order, which was reissued on April 3rd with increased restrictions. A similar order was issued by the Governor of California for the entire State of California on March 19th. The Order requires everyone to stay home except for essential needs. Residents may go out only to purchase food and essential supplies, medicine and medical care, exercise, gas or vehicle repair, or to work if they are employed with an exempted employer and job.

The City has been tasked with enforcing the Orders. The approach has been to seek voluntary compliance through public education and communication. Police officers have visited all business facilities on multiple occasions to educate

CITY COUNCIL

CONSIDERATION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING THE ENFORCEMENT AND APPEALS PROCEDURES FOR THE ORDERS OF THE HEALTH OFFICER OF THE COUNTY OF MONTEREY RELATED TO THE COVID-19 PANDEMIC WITHIN THE CITY OF KING

APRIL 14, 2020

PAGE 2 OF 3

business operators on the requirements of the Health Officer's Order. They have also patrolled the streets to discourage public gatherings and to ensure proper social distancing is maintained. Signs have been placed at business entrances and along sidewalks to educate the public and guidelines for best practices have been developed and delivered to each business. The City has also distributed a large volume of public education materials and announcements through multiple sources.

DISCUSSION:

Most of the community has been very cooperative and voluntarily complied. Staff wishes to express our appreciation for the tremendous and positive manner in which the public has responded to this difficult situation. However, staff continues to receive complaints about some businesses and individuals that have not complied. These are the most typical type of complaints received at this time. Since the Order does not set forth specific fines and any citations issued are dependent upon the District Attorney's Office to process, it is difficult to enforce effectively. In addition, any citations processed by the District Attorney's Office have a 90-day waiting period.

The City Attorney has drafted an Urgency Ordinance for City Council consideration that would temporarily adopt the provisions of the Monterey County Health Officer's Orders into the Municipal Code. This will enable the City to establish and process its own citations and fines, which staff believes will be more effective since the City is the enforcement agency for the Order. Fines are set by the Ordinance in the maximum amount of \$1,000. It also enables the Police Department the option to cite the violation as a misdemeanor for those seriously egregious or repeat violators. Since it is an urgency ordinance, it will require a 4/5 vote to adopt and would take effect immediately.

The Ordinance only includes provisions from the Health Officer's Order regarding regulations imposed on the community. Therefore, staff continues to rely entirely on medical experts for the provisions to be implemented consistent with all jurisdictions in the County. The only provisions unique to King City will be the enforcement mechanisms used to enforce the Order. If adopted, the City of King will be the first municipality in Monterey County to take this action. However, there are many other cities in the State of California that have adopted their own ordinances.

The Ordinance as drafted would expire on May 12, 2020, which is the date of the first Council meeting following the current expiration date for the County Health

CITY COUNCIL

CONSIDERATION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING ESTABLISHING THE ENFORCEMENT AND APPEALS PROCEDURES FOR THE ORDERS OF THE HEALTH OFFICER OF THE COUNTY OF MONTEREY RELATED TO THE COVID-19 PANDEMIC WITHIN THE CITY OF KING

APRIL 14, 2020

PAGE 3 OF 3

Officer's Order of May 3, 2020. This will enable the Council to consider extending the Ordinance if the Health Officer extends the Order at that time.

City staff and the Police Department propose to maintain its existing voluntary, collaborative and customer service-oriented approach to implementation of the restrictions in the Health Officer's Order. Staff does not anticipate the need to issue many, if any, citations. However, staff believes the existence of established penalties and the process for issuing citations that can be communicated to anyone in violation will be an effective deterrent. This is particularly important given that the Police Department has been assigned the responsibility for enforcing this substantial effort with limited staff and resources. Therefore, this Ordinance is designed to provide them with the tools necessary to accomplish that in an effective manner in order to protect public health and respond to complaints from the public.

COST ANALYSIS:

This action is designed to conduct current operations more effectively. Therefore, no change in the costs associated with these activities is anticipated from the proposed action.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Statutory Exemption set forth in CEQA Guidelines, Pub. Res. Code 21080(b)(4), which exempts actions necessary to prevent or mitigate an emergency.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Adopt the Ordinance;
2. Modify the fine amount and adopt the Ordinance;
3. Make other modifications and adopt the Ordinance;
4. Do not adopt the Ordinance; or
5. Provide other direction to staff.

Prepared and Approved by:



Steven Adams, City Manager

ORDINANCE NO. 2020-789

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF KING, CALIFORNIA, ESTABLISHING THE
ENFORCEMENT AND APPEALS PROCEDURES FOR THE
ORDERS OF THE HEALTH OFFICER OF THE COUNTY
OF MONTEREY RELATED TO THE COVID-19
PANDEMIC WITHIN THE CITY OF KING**

WHEREAS, pursuant to Government Code Section 36937(b), an ordinance takes effect immediately if it is “[f]or the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the city council”; and

WHEREAS, the President of the United States has declared a State of National Emergency related to the spread of the COVID-19 virus and the Governor has proclaimed a State of Emergency for the State of California and issued Executive Orders directing measures to mitigate the spread of cases of COVID-19 within the State of California; and

WHEREAS, on March 16, 2020, the City Manager, acting as the Director of Civil Defense and Disaster proclaimed that a local emergency exists throughout the City of King, and the proclamation was ratified by the City Council on March 20, 2020; and

WHEREAS, serious threats to public peace, health, and safety exist in the City, caused by confirmed cases of COVID-19 in the County of Monterey, the risk of the spread of COVID-19, and the demands on public services to mitigate and respond to those risks, as described in the President's Declaration of a National Emergency, the Governor's Proclamation of a State of Emergency, and the City Council's resolution ratifying the proclamation of a local emergency, and the recitals therein, which are incorporated as though fully set forth herein; and

WHEREAS, as a result of the public health emergency and the precautions necessary to protect the residents and persons residing within the County of Monterey, on April 3, 2020, the Health Officer of the County of Monterey issued orders: (1) Directing all individuals living in the county to continue sheltering at their place of residence except for essential needs; (2) Continuing to exempt homeless individuals from the order but urging government agencies to provide them shelter and hand sanitation facilities; (3) Limiting travel for outdoor recreation activities and restricting access to recreation areas; (4) Requiring essential businesses to implement social distancing protocols; (5) Clarifying and further limiting essential business activities, including construction; and (6) Directing all businesses and government agencies to further cease non-essential operations; and

WHEREAS, the April 3rd Order supersedes the March 17, 2020, Order of the Health Officer (as amended March 20, 2020) directing all individuals to shelter in place (“Prior Shelter Order”). This Order clarifies, strengthens, and extends certain terms of the Prior Shelter Order to increase social distancing and further reduce person-to-person contact in order to further slow transmission of Novel Coronavirus Disease 2019 (“COVID-19”). As of the effective date and time of this Order set forth in Section 16 below, all individuals, businesses and government agencies in the County of Monterey (“County”) are required to follow the provisions of this Order; and

WHEREAS, it is the intent of the April 3rd Order to ensure that the maximum number of people shelter in their places of residence to the maximum extent feasible to slow the spread of COVID-19, and mitigate the impact of the COVID-19 pandemic on delivery of critical healthcare services to those in need. All provisions of this Order must be interpreted to effectuate this intent. Failure to comply with any of the provisions of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both; and

WHEREAS, serious threats to public peace, health, and safety resulting from the spread of COVID-19 warrant and necessitate measures to ensure that City of King residents and those individuals residing within the City of King avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment; and

WHEREAS, the enforcement and appeals procedures set forth within this Ordinance are conducive to public peace, health, and welfare because it will ensure that City of King residents and those individuals residing within the City of King avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment.

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

SECTION 1. RECITALS

The foregoing recitals are true and correct, and are incorporated herein by reference as findings of fact.

SECTION 2. URGENCY AND EMERGENCY FINDINGS

The City Council finds that there is a current and immediate threat to public health, safety, and welfare posed by COVID-19, and there is an immediate need for the preservation of public peace, health or safety of the residents and community of the City. Furthermore, due to the recommendation and orders of County of Monterey health officials regarding social distancing, sheltering in place, and quarantine in the event of exposure to COVID-19, City residents are especially in need of a secure and stable community which ensures City of King residents and those individuals residing within the City of King avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment. Moreover, in order to ensure that necessary goods and services remain available to the public, to minimize job loss due to commercial evictions, and to prevent the exacerbation and extension of the present economic disruption caused by the COVID-19 pandemic, it is necessary to temporarily protect City of King residents, those individuals currently residing within the City and any individual(s) visiting the City. The measures taken in this Ordinance will therefore protect the health and safety of City residents, and ensure that City of King residents and those individuals residing within the City of King avoid the spread of COVID-19 or recover from a potential COVID-19 exposure in a quarantined environment, which will promote public peace.

SECTION 3. ENFORCEMENT OF THE ORDERS OF THE HEALTH OFFICER OF THE COUNTY OF MONTEREY

Any individual violating the Orders of the Health Officer of the County of Monterey as

established within this Ordinance shall be guilty of a misdemeanor punishable by either an administrative citation or by a fine of no more than one thousand (\$1,000.00) dollars, or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment. Each and every day, or portion thereof, a violation exists is a new and separate offense. The City may also pursue all applicable civil and administrative remedies, including, but not limited to, injunctive relief and administrative citations.

Any person violating the provisions of this Ordinance shall be subject to an administrative citation penalty in the amount of one thousand (\$1,000.00) dollars for a first-time violation, and thereafter one thousand (\$1,000.00) dollars for each additional violation of this Ordinance.

Compliance with the following Orders of the Health Officer of the County of Monterey shall be mandatory and any resident, individual residing within, or any individual visiting the City of King, shall abide by said orders:

1. All individuals currently living within the County are ordered to shelter at their place of residence. They may leave their residence only for Essential Activities, Essential Governmental Functions, to work for Essential Businesses, or to perform Minimum Basic Operations for non-essential businesses, all as defined in Section 13. Individuals experiencing homelessness are exempt from this Section, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to, as soon as possible, make such shelter available and provide handwashing or hand sanitation facilities to persons who continue experiencing homelessness.
2. When people need to leave their place of residence for the limited purposes allowed in this Order, they must strictly comply with Social Distancing Requirements as defined in Section 13.k, except as expressly provided in this Order.
3. All businesses with a facility or outdoor work areas in the County, except Essential Businesses, as defined in Section 13.f, are required to cease all activities at such facilities or work areas located within the County except Minimum Basic Operations, as defined in Section 13.g. For clarity, all businesses may continue operations consisting exclusively of owners, employees, volunteers, or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. However, Essential Businesses are directed to maximize the number of employees who work from home. Essential Businesses may only assign those employees who cannot perform their job duties from home to work outside the home. All Essential Businesses shall prepare, post, and implement a Social Distancing Protocol at each of their facilities or outdoor work areas at which they are maintaining operations, as specified in Section 13.h. Businesses that include an Essential Business component at their facilities alongside non-essential components must, to the extent feasible, scale down their operations to the Essential Business component only; provided, however, that mixed retail businesses that are otherwise allowed to operate under this Order may continue to stock and sell non-essential products. Essential businesses must follow industry-specific guidance issued by the Health Officer related to COVID-19.
4. All public and private gatherings of any number of people occurring outside a single household or living unit are prohibited, except for the limited purposes expressly

permitted in this Order. Nothing in this Order prohibits members of a single household or living unit from engaging in Essential Travel or Essential Activities together.

5. All travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except Essential Travel, as defined below in Section 13.i, is prohibited. People may use public transit only for purposes of performing Essential Activities or to travel to and from work to operate Essential Businesses, maintain Essential Governmental Functions, or to perform Minimum Basic Operations at non-essential businesses. Transit agencies and people riding on public transit must comply with Social Distancing Requirements, as defined in Section 13.k, to the greatest extent feasible. This Order allows travel into or out of the County only to perform Essential Activities, operate Essential Businesses, maintain Essential Governmental Functions, or perform Minimum Basic Operations at non-essential businesses.
6. This Order is issued based on evidence of increasing occurrence of COVID-19 within the County and throughout neighboring counties (especially in the San Francisco Bay Area), scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the County places that population at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 disease in the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the County. Making the problem worse, some individuals who contract the virus causing the COVID-19 disease have no symptoms or have mild symptoms, which means they may not be aware they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the infection, and because evidence shows the infection is easily spread, gatherings and other interpersonal interactions can result in transmission of the virus. This public health emergency has worsened since the County issued the Prior Shelter Order on March 17, 2020, with increasing numbers of confirmed cases, hospitalizations, and deaths, and increasing strain on health care resources. At the same time, evidence suggests that the restrictions on mobility and social distancing requirements imposed by the Prior Shelter Order are slowing the rate of increase in community transmission and confirmed cases by limiting interactions among people, consistent with scientific evidence of the efficacy of similar measures in other parts of the country and world. The scientific evidence shows that at this stage of the emergency, it remains essential to continue to slow virus transmission as much as possible to protect the most vulnerable, to prevent the health care system from being overwhelmed, and to prevent deaths. Extension of the Prior Shelter Order and strengthening of its restrictions are necessary to further reduce the spread of the COVID-19 disease, preserving critical and limited healthcare capacity in the County and advancing toward a point in the public health emergency where transmission can be controlled.
7. This Order is also issued in light of the existence, as of the morning of April 3, 2020, of 53 cases of COVID-19 and 2 deaths in the County, as well as exponential increase in the number of confirmed cases in the neighboring seven Bay Area jurisdictions that issued similar Orders, including a significant and increasing number of suspected cases of

community transmission and likely further significant increases in transmission. This Order is necessary to slow the rate of spread, and the Health Officer will re-evaluate it as further data become available.

8. This Order is issued in accordance with, and incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom, the March 6, 2020, Declaration of Local Emergency by the County Administrative Officer, the March 10, 2020 Resolution of the Board of Supervisors Ratifying and Extending the Declaration of a Local Emergency, and the March 13, 2020 declaration of national emergency by the President of the United States.
9. This Order is issued in light of evidence that the Prior Health Order has been generally effective in increasing social distancing, but that at this time additional restrictions are necessary to further mitigate the rate of transmission of COVID-19, to prevent the health care system from being overwhelmed, and prevent death. This Order comes after the release of substantial guidance from the Centers for Disease Control and Prevention, the California Department of Public Health, and other public health officials throughout the United States and around the world, including an increasing number of orders imposing similar social distancing requirements and mobility restrictions to combat the spread and harms of COVID-19. The Health Officer will continue to assess the quickly evolving situation and may modify or extend this Order, or issue additional Orders, related to COVID-19, as changing circumstances dictate.
10. This Order is also issued in light of the March 19, 2020 Order of the State Public Health Officer (the "State Shelter Order"), which set baseline statewide restrictions on non-residential business activities effective until further notice, as well as the Governor's March 19, 2020 Executive Order N-33-20 directing California residents to follow the State Shelter Order. The State Shelter Order was complementary to the Prior Shelter Order. This Order adopts in certain respects more stringent restrictions addressing the particular facts and circumstances in this County, which are necessary to control the public health emergency as it is evolving within the County, Central Coast and the greater Bay Area. Without this tailored set of restrictions that further reduces the number of interactions between persons, scientific evidence indicates that the public health crisis in the County will worsen to the point at which it may overtake available health care resources within the County and increase the death rate. Also, this Order enumerates additional restrictions on non-work-related travel not covered by the State Shelter Order, including limiting such travel to performance of Essential Travel or Essential Activities; sets forth mandatory Social Distancing Requirements for all individuals in the County when engaged in activities outside their residences; and adds a mechanism to ensure that Essential Businesses comply with the Social Distancing Requirements. Where a conflict exists between this Order and any state public health order related to the COVID-19 pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080 and the Health Officer Practice Guide for Communicable Disease Control in California, except where the State Health Officer may issue an order expressly directed at this Order and based on a finding that a provision of this Order constitutes a menace to public health, any more restrictive measures in this Order continue to apply and control in this County.

11. Definitions and Exemptions.

- a. For the purposes of this Order, individuals may leave their residence only to perform the following “Essential Activities.” However, people at high risk of severe illness from COVID-19 and people who are sick are strongly urged to stay in their residence to the extent possible, except as necessary to seek or provide medical care or Essential Governmental Functions. Essential Activities are:
 - i. To engage in activities or perform tasks important to their health and safety, or to the health and safety of their family or household members (including pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, or visiting a health care professional, including a veterinarian.
 - ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, frozen foods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, products needed to work from home, or products necessary to maintain the habitability, sanitation, and operation of residences.
 - iii. To engage in outdoor recreation activity, including, by way of example and without limitation, walking, hiking, bicycling, and running, in compliance with Social Distancing Requirements and with the following limitations:
 1. Outdoor recreation activity at parks, beaches, and other open spaces must be in conformance with any restrictions on access and use established by the Health Officer, a government agency, or other entity that manages such area, to reduce crowding and risk of transmission of COVID-19. Such restrictions may include, but are not limited to, restricting the number of entrants, closing the area to vehicular access and parking, or closure to all public access;
 2. Use of recreational areas with high-touch equipment or that encourage gathering, including, but not limited to, playgrounds, outdoor gym equipment, picnic areas, dog parks, and barbecue areas, is prohibited outside of residences, and all such areas shall be closed to public access including by signage and, as appropriate, by physical barriers;
 3. Use of shared facilities for recreational activities outside of residences, including, but not limited to, golf courses, tennis and pickle ball courts, rock parks, climbing walls, pools, spas, saunas, shooting and archery ranges, gyms, disc golf, team sports fields and basketball courts is prohibited and those areas must be closed for recreational purposes, including by signage and, as appropriate, by physical barriers. Such facilities may be repurposed during the emergency to provide essential services needed to address the COVID-19 pandemic; and

4. Sports or activities that include the use of shared equipment may only be engaged in by members of the same household or living unit.
 - iv. To perform work for an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations, as defined in this Section.
 - v. To provide necessary care for a family member or pet in another household who has no other source of care.
 - vi. To attend a funeral with no more than 10 individuals present.
 - vii. To move residences, but only if it is not possible to defer an already planned move, if the move is necessitated by safety, sanitation, or habitability reasons, if the move is necessary to preserve access to shelter, or necessary to secure employment in an essential service. When moving into or out of the Monterey Bay region, individuals are strongly urged to quarantine for 14 days. To quarantine, individuals should follow the guidance of the United States Centers for Disease Control and Prevention.
- b. For the purposes of this Order, individuals may leave their residence to work for, volunteer at, or obtain services at “Healthcare Operations,” including, without limitation, hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. “Healthcare Operations” also includes veterinary care and all healthcare services provided to animals. This exemption for Healthcare Operations shall be construed broadly to avoid any interference with the delivery of healthcare, broadly defined. “Healthcare Operations” excludes fitness and exercise gyms and similar facilities.
- c. For the purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operation and maintenance of “Essential Infrastructure,” including agriculture, airports, utilities (including water, sewer, gas, and electrical), oil and gas production and refining, energy production and supply, roads and highways, public transportation, solid waste facilities (including collection, removal, disposal, and processing facilities), cemeteries, mortuaries, crematoriums, and telecommunications systems (including the provision of essential global, national, and local infrastructure for internet, computing services, business infrastructure, communications, and web- based services).
- d. For the purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order to the extent they are performing those essential services. Further, nothing in this Order shall prohibit any individual from performing or accessing “Essential Governmental Functions,” as determined by the governmental entity performing those functions in the County. Each governmental entity shall identify and designate appropriate employees, volunteers, or contractors to continue

providing and carrying out any Essential Governmental Functions, including the hiring or retention of new employees or contractors to perform such functions. Each governmental entity and its contractors must employ all necessary emergency protective measures to prevent, mitigate, respond to and recover from the COVID-19 pandemic, and all Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements to the greatest extent feasible.

- e. For the purposes of this Order, a “business” includes any for-profit, non-profit, or educational entity, whether a corporate entity, organization, partnership or sole proprietorship, and regardless of the nature of the service, the function it performs, or its corporate or entity structure.
- f. For the purposes of this Order, “Essential Businesses” are:
 - i. Those businesses listed as “Essential Infrastructure;”
 - ii. Healthcare Operations and businesses that operate, maintain, or repair Essential Infrastructure;
 - iii. Grocery stores, certified farmers’ markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of unprepared food, canned food, dry goods, non-alcoholic beverages, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, as well as hygienic products and household consumer products necessary for personal hygiene or the habitability, sanitation, or operation of residences. The businesses included in this subparagraph (iii) include establishments that sell multiple categories of products provided that they sell a significant amount of essential products identified in this subparagraph, such as liquor stores that also sell a significant amount of food.
 - iv. Any form of cultivation of products for personal consumption or use, including farming, ranching, livestock, and fishing; and associated activities, including but not limited to, activities or businesses associated with planting, growing, harvesting, processing, cooling, storing, packaging, and transporting such products, or the wholesale or retail sale of such products, provided that, to the extent possible, such businesses comply with Social Distancing Requirements and otherwise provide for the health and safety of their employees;
 - v. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
 - vi. Construction, but only of the types listed in this subparagraph below:
 - 1) Projects immediately necessary to the maintenance, operation or repair of Essential Infrastructure;
 - 2) Projects associated with Healthcare Operations, including creating or expanding Healthcare Operations;
 - 3) Affordable housing that is or will be at least partially income-restricted, including multi-unit or mixed-use developments;

- 4) Public works projects if specifically designated as an Essential Governmental Function by the lead governmental agency;
 - 5) Shelters and temporary housing, but not including hotels or motels;
 - 6) Projects immediately necessary to provide critical non-commercial services to individuals experiencing homelessness, elderly persons, persons who are economically disadvantaged, and persons with special needs;
 - 7) Construction necessary to ensure that existing construction sites that must be shut down under this Order are left in a safe and secure manner, but only to the extent necessary to do so; and
 - 8) Construction or repair necessary to ensure that residences and buildings containing Essential Businesses are safe, sanitary, or habitable and operable, to the extent such construction or repair cannot reasonably be delayed;
- vii. Newspapers, television, radio, and other media services;
 - viii. Gas stations and auto-supply, auto-repair (including, but not limited to, for cars, trucks, motorcycles and motorized scooters), and automotive dealerships, but only for the purpose of providing auto-supply and auto-repair services (and not, by way of example, car sales or car washes). This subparagraph (viii) does not restrict the on-line purchase of automobiles if they are delivered to a residence or Essential Business;
 - ix. Bicycle repair and supply shops;
 - x. Banks and related financial institutions;
 - xi. Service providers that enable residential transactions (including rentals, leases, and home sales), including, but not limited to, real estate agents, escrow agents, notaries, and title companies, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in person visits are not allowed when the occupant is still residing in the residence);
 - xii. Hardware stores;
 - xiii. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the habitability, sanitation, and operation of residences and Essential Businesses, but not for cosmetic or other purposes;
 - xiv. Arborists, landscapers, gardeners, and similar service professionals, but only to the limited extent necessary to maintain the habitability, sanitation, operation of businesses or residences, or the safety of residents, employees, or the public (such as fire safety or tree trimming to prevent a dangerous condition), and not for cosmetic or other purposes (such as upkeep);
 - xv. Businesses providing mailing and shipping services, including post office boxes;
 - xvi. Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of facilitating distance learning

- or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;
- xvii. Laundromats, drycleaners, and laundry service providers;
 - xviii. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;
 - xix. Funeral home providers, mortuaries, cemeteries, and crematoriums, to the extent necessary for the transport, preparation, or processing of bodies or remains;
 - xx. Businesses that supply other Essential Businesses with the support or supplies necessary to operate, but only to the extent that they support or supply these Essential Businesses. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
 - xxi. Businesses that have the primary function of shipping or delivering groceries, food, or other goods directly to residences or businesses. This exemption shall not be used to allow for manufacturing or assembly of non-essential products or for other functions besides those necessary to the delivery operation;
 - xxii. Airlines, taxis, rental car companies, rideshare services (including shared bicycles and scooters), and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
 - xxiii. Home-based care for seniors, adults, children, and pets;
 - xxiv. Residential facilities and shelters for seniors, adults, and children;
 - xxv. Professional services, such as legal, notary, or accounting services, when necessary to assist in compliance with non-elective, legally required activities;
 - xxvi. Services to assist individuals in finding employment with Essential Businesses;
 - xxvii. Moving services that facilitate residential or commercial moves that are allowed under this Order;
 - xxviii. Childcare facilities providing services that enable owners, employees, volunteers, and contractors for Essential Businesses or Essential Governmental Functions to work as permitted. Children of owners, employees, volunteers, and contractors who are not exempt under this Order may not attend childcare facilities. To the extent possible, childcare facilities must operate under the following conditions:
 1. Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day).
 2. Children shall not change from one group to another.

3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
 4. Childcare providers shall remain solely with one group of children.
- g. For the purposes of this Order, “Minimum Basic Operations” means the following activities for businesses, provided that owners, employees, and contractors comply with Social Distancing Requirements as defined this Section, to the extent possible, while carrying out such operations:
- i. The minimum necessary activities to maintain and protect the value of the business’s inventory and facilities; ensure security, safety, and sanitation; process payroll and employee benefits; provide for the delivery of existing inventory directly to residences or businesses; and related functions.
 - ii. The minimum necessary activities to facilitate owners, employees, and contractors of the business being able to continue to work remotely from their residences, and to ensure that the business can deliver its service remotely.
- h. For the purposes of this Order, all Essential Businesses must prepare and post by no later than 11:59 p.m. on April 8, 2020 a “Social Distancing Protocol” for each of their facilities in the County frequented by the public or employees. The Social Distancing Protocol must be substantially in the form attached to this Order as Appendix A. The Social Distancing Protocol must be posted at or near the entrance of the relevant facility, and shall be easily viewable by the public and employees. A copy of the Social Distancing Protocol must also be provided to each employee performing work at the facility. All Essential Businesses shall implement the Social Distancing Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand. The Social Distancing Protocol must explain how the business is achieving the following, as applicable:
- i. Limiting the number of people who can enter into the facility and work areas at any one time to ensure that people in the facility and work areas can easily maintain a minimum six-foot distance from one another at all times, except as required to complete the Essential Business activity;
 - ii. Where lines may form at a facility, marking six-foot increments at a minimum, establishing where individuals should stand to maintain adequate social distancing;
 - iii. Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g. cashiers);
 - iv. Providing for contactless payment systems or, if not feasible to do so, the providing for disinfecting all payment portals, pens, and styluses after each use;
 - v. Regularly cleaning and disinfecting other high-touch surfaces; and
 - vi. Posting a sign at the entrance of the facility and work area informing all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from

- one another; sneeze and cough into one's elbow; not shake hands or engage in any unnecessary physical contact.
- vii. Any additional social distancing measures being implemented (see the Centers for Disease Control and Prevention's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>).
- i. For the purposes of this Order, "Essential Travel" means travel for any of the following purposes:
 - i. Travel related to the provision of or access to Essential Activities, Essential Infrastructure, Essential Governmental Functions, Essential Businesses, or Minimum Basic Operations.
 - ii. Travel to care for any elderly, minors, dependents, or persons with disabilities.
 - iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services.
 - iv. Travel to return to a place of residence from outside the County.
 - v. Travel required by law enforcement or court order.
 - vi. Travel required for non-residents to return to their place of residence outside the County. Individuals are strongly encouraged to verify that their transportation out of the County remains available and functional prior to commencing such travel.
 - vii. Travel to manage after-death arrangements and burial.
 - viii. Travel to arrange for shelter or avoid homelessness.
 - ix. Travel to avoid domestic violence or child abuse.
 - x. Travel for parental custody arrangements.
 - xi. Travel to a place to temporarily reside in a residence or other facility to avoid potentially exposing others to COVID-19, such as a hotel or other facility provided by a governmental authority for such purposes.
 - j. For purposes of this Order, "residences" include hotels, motels, shared rental units and similar facilities. Residences also include living structures and outdoor spaces associated with those living structures, such as patios, porches, backyards, and front yards that are only accessible to a single family or household unit.
 - k. For purposes of this Order, "Social Distancing Requirements" means:
 - i. Maintaining at least six-foot social distancing from individuals who are not part of the same household or living unit;
 - ii. Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that is recognized by the Centers for Disease Control and Prevention as effective in combatting COVID-19;
 - iii. Covering coughs and sneezes with a tissue or fabric or, if not possible, into the sleeve or elbow (but not into hands); and
 - iv. Avoiding all social interaction outside the household when sick with a fever or cough.

All individuals must strictly comply with Social Distancing Requirements, except to the limited extent necessary to provide care (including childcare, adult or senior care, care to individuals with special needs, and patient care); as necessary to carry out the work of Essential Businesses, Essential Governmental Functions, or provide for Minimum Basic Operations; or as otherwise expressly provided in this Order.

12. Government agencies and other entities operating shelters and other facilities that house or provide meals or other necessities of life for individuals experiencing homelessness must take appropriate steps to help ensure compliance with Social Distancing Requirements, including adequate provision of hand sanitizer. Also, individuals experiencing homelessness who are unsheltered and living in encampments should, to the maximum extent feasible, abide by 12 foot by 12 foot distancing for the placement of tents, and government agencies should provide restroom and hand washing facilities for individuals in such encampments as set forth in Centers for Disease Control and Prevention Interim Guidance Responding to Coronavirus 2019 (COVID-19) Among People Experiencing Unsheltered Homelessness (<https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/unsheltered-homelessness.html>).
13. Pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment, or both.
14. This Order shall become effective at 11:59 p.m. on April 3, 2020 and will continue to be in effect until 11:59 p.m. on May 3, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer.
15. Copies of this Order shall promptly be: (1) made available at County Government Center at 168 W. Alisal Street, Salinas CA 93901; (2) posted on the County Public Health Department website (www.co.monterey.ca.us), the County Health Department website (www.co.monterey.ca.us/government/departments-a-h/health), and such other websites as the County may determine; (3) distributed to the electronic and print press; and (4) provided to any member of the public requesting this Order.
16. If any provision of this Order to its application to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

SECTION 4. APPEALS PROCEDURE FOR ADMINISTRATIVE CITATIONS

Any individual who received an administrative citation for violating this Ordinance may file an appeal with the city clerk subject to the following procedures:

- (a) Appeal in Writing. The appeal shall be in writing. The appeal shall state the basis for

the appeal with sufficient specificity so that the hearing officer or city manager can understand the basis for the appeal and shall include the name, address, and telephone number of the person filing the appeal.

(b) Time to Appeal. The appeal shall be received by the city clerk within fifteen (15) calendar days after the date of the administrative citation. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived.

(c) Dismissal of Appeal. Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed.

(d) Hearing Officer. Appeals shall be heard by a hearing officer appointed by the city manager or the city manager. The decision of the hearing officer or the city manager shall be final with no further administrative appeals. Unless the governing ordinance or statute provides otherwise, if the appellant seeks further relief, the appellant shall file a petition for writ of mandate in superior court pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6 within ninety calendar days of the date of the decision.

SECTION 5. EXPIRATION OF THE ORDINANCE

This Ordinance shall expire and become null and void on May 12, 2020, at 11:59 P.M., unless the Ordinance is extended by 4/5ths vote of the City Council.

SECTION 6. EFFECTIVE DATE

Pursuant to Government Code section 36937, this Ordinance shall immediately take effect upon its adoption by a 4/5 vote of the City Council.

SECTION 7. SEVERABILITY

The City Council hereby declares, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, phrases or words of this Ordinance and as such they shall remain in full force and effect.

SECTION 8. ENVIRONMENTAL REVIEW

The adoption and implementation of this Ordinance is not a project, as defined in CEQA Guidelines section 15378, because it has no potential for resulting in physical change to the environment, either directly or indirectly, and is therefore not subject to environmental review under CEQA pursuant to CEQA Guidelines section 15060(c)(3).

SECTION 9. CERTIFICATION

The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

I HEREBY CERTIFY that the foregoing Urgency Ordinance was introduced by the City Council and adopted at a regular meeting thereof held on the 14th day of April 2020.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

ATTEST

STEVEN ADAMS, City Clerk

CITY OF KING

By: _____
MIKE LEBARRE, Mayor

APPROVED AS TO FORM:



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

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