

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

**TUESDAY JULY 14, 2020**  
**6:00 P.M.**

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

*\*Teleconference and Conference call services will be available for the meeting.*

*To join the meeting, select ONE of the options below:*

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[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YWlxY2EyZjOtZWQ5NC00YjE1LTkzMjUtZjk2NDhjMjhiMjE2%40thread.v2/0?context=%7b%22Tid%22%3a%22446c5f0b-67e0-4a70-9b14-a5510f9d6ff4%22%2c%22Oid%22%3a%227bd9b36f-8dd8-4f7e-9cd1-c285882c4058%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWlxY2EyZjOtZWQ5NC00YjE1LTkzMjUtZjk2NDhjMjhiMjE2%40thread.v2/0?context=%7b%22Tid%22%3a%22446c5f0b-67e0-4a70-9b14-a5510f9d6ff4%22%2c%22Oid%22%3a%227bd9b36f-8dd8-4f7e-9cd1-c285882c4058%22%7d)

2) -OR- Call the following number [+1 619-327-9987](tel:+16193279987) and enter the Conference ID: 441 428 715#

*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. Consideration: Meeting Minutes of June 23, 2020 Council Meeting  
Recommendation: approve and file.
- B. Consideration: City of King Check Register June 16, thru June 30, 2020  
Recommendation: receive and file.
- C. Consideration: Successor Agency Check Register June 16, thru June 30, 2020  
Recommendation: receive and file.
- D. City of King KCCP Payments for the Months of March, April & May 2020  
Recommendation: receive and file.
- E. Consideration: Change Order for the Consultant Services Agreement for Downtown Plaza Design  
Recommendation: authorize the City Manager to execute a change order in the amount of \$17,945 to the Consultant Services Agreement with RRM Design Group to prepare final design for the Downtown Plaza project.
- F. Consideration: Appropriation of Vehicle Miles Traveled Threshold Study  
Recommendation: appropriate \$20,000 from the Traffic Development Impact Fee Fund for the preparation of a vehicle miles traveled threshold study.
- G. Consideration: An Ordinance Amending the Municipal Code Regarding Signs, Bundling Applications, and Time Expiration of Conditional Use Permits  
Recommendation: conduct the second reading, by title only, and adopt the Ordinance amending Chapter 17.55 and Chapter 17.64 of Title 17 of the King City Municipal Code pertaining to prohibited signs, signs on public right-of-way, non-conforming signs and permits and variances.

- H. Consideration: Contract for Annual Auditing Services  
Recommendation: adopt a Joint Resolution approving and authorizing the City Manager to execute a contract with Bryant L. Jolley, CPA, to perform annual auditing services for 3 years at the cost not to exceed \$105,500 for the 3-year period.
- I. Consideration: Extension of Exclusive Authorization to Sell Agreement for Property at 1023 Broadway Street  
Recommendation: 1) approve the Second Amendment extending the Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in the sale of the property at 1023 Broadway Street; and 2) authorize the City Manager to execute the Agreement and make any non-substantive changes as necessary as approved as to form by the City Attorney.
- J. Consideration: Appointment to the Planning Commission  
Recommendation: adopt a Resolution appointing Paulette Bumbalough to the Planning Commission.
- K. Consideration: Criteria for Multi-Family Residential Wastewater Rates  
Recommendation: adopt a Resolution applying multi-family wastewater rates to any property with three or more housing units.

## **10. PUBLIC HEARINGS**

- A. Consideration: Riverview Gardens Landscape Maintenance District Annual Assessment for Fiscal Year 2020/21  
Recommendation: open the Public Hearing to accept public testimony regarding the levy and collection of assessments for the Riverview Gardens Landscape Maintenance District, close the public hearing, and adopt Resolution No. 2020-4770, approving the report and ordering the levy and collection of assessments for the Riverview Gardens Landscape Maintenance District pursuant to provisions of the Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California.

## **11. REGULAR BUSINESS**

- A. Consideration: A Resolution Placing on the November 3, 2020 Election Ballot an Ordinance Amending Chapter 5.14 of the City of King Municipal Code to Add a Commercial Cannabis Tax on the Retail Sale of Cannabis and Industrial Hemp and Cannabis and Industrial Hemp Products and on Distribution of Cannabis and Cannabis Products  
Recommendation: adopt a Resolution placing on the ballot of the election to be held on November 3, 2020 an Ordinance to amend Chapter 5.14 of the City of King Municipal Code to add a commercial cannabis tax on retail sale of cannabis and industrial hemp and cannabis and industrial hemp products and on distribution of cannabis and cannabis products.

- B. Consideration: A Resolution Approving the Ballot Argument in Favor of the Cannabis Retail Sales and Distribution Tax Measure  
Recommendation: adopt a Resolution approving the ballot argument in favor of the cannabis tax measure.
  
- C. Consideration: Covid-19 Status Report  
Recommendation: 1) receive the status report on City COVID-19 related activities; 2) direct staff to continue public education efforts; and 3) direct staff to continue to monitor COVID-19 hospitalizations and prepare an urgency ordinance for enforcement and citation of face covering violations at any time an increased trend of hospitalizations causes a concern that future capacity may be at risk.

## **12. CITY COUNCIL CLOSED SESSION**

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

- A. CONFERENCE WITH LEGAL COUNSEL: Liability Claims (Pursuant to Govt. Code § 54956.95)  
Claimant: Michael Moran (Case No. MB180089)  
Against: City of King

## **13. ADJOURNMENT**

Monthly Schedule Update, March 2020  
Mike LeBarre, Mayor, King City California

**COVID-19 Meetings:**

**3-25 District 3 Mayors/Supervisor Weekly Briefing,** Zoom

**3-26 MST COVID-19 Recovery Committee,** Zoom

**Monthly Meetings:**

**3-1 Rail Policy Committee (TAMC), Chair,** TAMC

**3-4 Executive Committee (TAMC),** TAMC

**3-4 Bicycle and Pedestrian Facilities Committee (TAMC),**  
**Committee,** TAMC

**3-6 Monterey County Water Resource Agency (MCWRA),**  
**Personal and Administration committee,** Salinas

**3-6 Monterey County Water Resource Agency (MCWRA),**  
**Finance committee,** Salinas

**3-6 Monterey County Mayors Association (MCMA),**

**3-9 Monterey-Salinas Transit (MST) Board of Directors, Chair,**  
Salinas

**3-10 King City Council,** Council Chambers

**3-16 Monterey County Water Resource Agency (MCWRA),**  
**Board of Directors,** Salinas

**3-19 Special Monterey-Salinas Transit (MST) Board of Directors,**  
**Chair,** Salinas

**3-23 Salinas Valley Mayors and Managers (SVMM),** Cancelled

**3-24 King City Council,** Council Chambers

**3-25 Transportation Agency of Monterey County (TAMC), Board**  
**of Directors,** Zoom

**3-25 Leadership Council,** Zoom

**Additional meetings/events**

**3-5 Salinas Valley Promise Recognition Ceremony,** Hartnell

**3-10 Housing Lottery Draw,** Council Chambers

**3-11 South 101 Local Agencies Meeting,** Salinas

**3-22 Census 2020 Kick Off Party,** Cancelled

**3-23 League of Cities Regional Meeting,** Cancelled

**3-26 Fort Hunter Liggett Ribbon Cutting,** Cancelled

Monthly Schedule Update, April 2020  
Mike LeBarre, Mayor, King City California

### COVID-19 Meetings:

4-1 District 3 Mayors/Supervisor Weekly Briefing, Zoom  
4-3 Congressman Panetta/ Legislative assistant relief funding,  
Phone  
4-8 White House COVID-19 Weekly Briefing, Phone  
4-8 District 3 Mayors/Supervisor Weekly Briefing, Zoom  
4-9 Digital Equity Committee/MC Office of Education, Zoom  
4-13 Senator Harris/ Senior Advisor relief funding, Phone  
4-14 Digital Equity Committee/MC Office of Education, Zoom  
4-15 White House COVID-19 Weekly Briefing, Phone  
4-15 District 3 Mayors/Supervisor Weekly Briefing, Zoom  
4-17 Monterey County Mayors Association (MCMA) Special  
Covid-19, Zoom  
4-20 Cal OES State Weekly Briefing, Phone  
4-21 Digital Equity Committee/MC Office of Education, Zoom  
4-21 South County Mayors/Supervisor Townhall, Zoom  
4-22 White House COVID-19 Weekly Briefing, Phone  
4-22 District 3 Mayors/Supervisor Weekly Briefing, Zoom  
4-23 Digital Equity Committee/MC Office of Education, Zoom  
4-24 Governor's Task Force Briefing, Phone  
4-20 Cal OES State Weekly Briefing, Phone  
4-29 Senator Caballero South County Briefing, Zoom  
4-29 White House COVID-19 Weekly Briefing, Phone  
4-29 District 3 Mayors/Supervisor Weekly Briefing, Zoom  
4-30 Digital Equity Committee/MC Office of Education, Zoom

### Monthly Meetings:

4-1 Executive Committee (TAMC), Zoom  
4-1 Bicycle and Pedestrian Facilities Committee (TAMC),  
Committee, Zoom  
4-3 Monterey County Water Resource Agency (MCWRA),  
Personal and Administration committee, Cancelled  
4-3 Monterey County Water Resource Agency (MCWRA),  
Finance committee, Zoom  
4-3 Monterey County Mayors Association (MCMA), Zoom  
4-6 Rail Policy Committee (TAMC), Chair, Cancelled  
4-6 California Council of Governments (CalCOG), Zoom  
4-9 Monterey County Water Resource Agency (MCWRA),  
Finance Workshop, Cancelled  
4-13 Monterey-Salinas Transit (MST) Board of Directors, Chair,  
Zoom  
4-14 King City Council, Microsoft Teams  
4-17 Monterey County Water Resource Agency (MCWRA),  
Strategic Planning Workshop, Zoom  
4-20 Monterey County Water Resource Agency (MCWRA),  
Board of Directors, Zoom  
4-22 Transportation Agency of Monterey County (TAMC), Board  
of Directors, Zoom  
4-24 Central Coast Housing Working Group (CCHWG), Zoom  
4-27 Salinas Valley Mayors and Managers (SVMM), Zoom  
4-28 King City Council, Microsoft Teams

### Additional meetings/events

4-5 to 4-7 California Council of Governments Legislative Annual  
Conference (CalCOG), Postponed  
4-18 Young Eagles Kids Day, Cancelled  
4-21 to 4-22 California Rail Summit, Cancelled  
4-23 FHL Birthday Ceremony Cancelled

Monthly Schedule Update, May 2020  
Mike LeBarre, Mayor, King City California

### **COVID-19 Meetings:**

**5-4 Cal OES State Weekly Briefing**, Phone  
**5-6 White House COVID-19 Weekly Briefing**, Phone  
**5-6 District 3 Mayors/Supervisor Weekly Briefing**, Zoom  
**5-8 Digital Equity Committee/MC Office of Education**, Zoom  
**5-11 Cal OES State Weekly Briefing**, Phone  
**5-11 Monterey County Executive Weekly Briefing**, Zoom  
**5-13 White House COVID-19 Weekly Briefing**, Phone  
**5-13 District 3 Mayors/Supervisor Briefing**, Zoom  
**5-14 South County Business Townhall, Supervisor Lopez**, Zoom  
**5-18 Cal OES State Weekly Briefing**, Phone  
**5-18 Monterey County Executive Briefing**, Zoom  
**5-18 MST COVID-19 Recovery Committee**, Zoom  
**5-19 Assemblymember Rivas local relief funding**, Phone  
**5-20 White House COVID-19 Weekly Briefing**, Phone  
**5-21 District 3 Mayors/Supervisor Weekly Briefing**, Zoom  
**5-22 Monterey County COVID-19 Media Briefing**, Zoom  
**5-26 Monterey County Executive Briefing**, Zoom  
**5-26 Cal OES State Tuesday Briefing**, Phone  
**5-27 White House COVID-19 Weekly Briefing**, Phone  
**5-27 District 3 Mayors/Supervisor Weekly Briefing**, Zoom  
**5-27 COVID-19 Nursing Facilities State Briefing**, Zoom  
**5-29 Cal OES State Friday Briefing**, Zoom

### **Monthly Meetings:**

**5-1 Monterey County Water Resource Agency (MCWRA), Personal and Administration committee**, Zoom  
**5-1 Monterey County Water Resource Agency (MCWRA), Finance committee**, Zoom  
**5-1 Monterey County Mayors Association (MCMA)**, Zoom  
**5-1 Central Coast Housing Working Group (CCHWG)**, Zoom  
**5-4 Rail Policy Committee (TAMC), Chair**, Zoom  
**5-6 Executive Committee (TAMC)**, Zoom  
**5-6 Bicycle and Pedestrian Facilities Committee (TAMC), Committee**, Zoom  
**5-11 Monterey-Salinas Transit (MST) Board of Directors, Chair**, Zoom  
**5-12 King City Council**, Microsoft Teams  
**5-15 Special Monterey County Mayors Association (MCMA)**, Zoom  
**5-18 Monterey County Water Resource Agency (MCWRA), Finance Workshop**, Zoom  
**5-22 Special King City Council**, Microsoft Teams  
**5-25 Salinas Valley Mayors and Managers (SVMM)**, Cancelled  
**5-26 King City Council**, Microsoft Teams  
**5-27 Transportation Agency of Monterey County (TAMC), Board of Directors**, Zoom  
**5-27 Leadership Council**, Zoom

### **Additional meetings/events**

**5-15 TAMC Monterey Bay Rail Integration Study Briefing**, Zoom  
**5-25 FHL Memorial Day Ceremony**, Cemetery

Monthly Schedule Update, June 2020  
Mike LeBarre, Mayor, King City California

### **COVID-19 Meetings:**

**6-1 MST COVID-19 Recovery Committee**, Zoom

**6-2 Monterey County Executive Weekly Briefing**, Zoom

**6-2 Cal OES State Tuesday Briefing**, Zoom

**6-3 White House COVID-19 Weekly Briefing**, Phone

**6-3 Cal OES Special State Weekly Briefing**, Zoom

**6-5 Cal OES State Friday Briefing**, Zoom

**6-8 Monterey County Executive Weekly Briefing**, Zoom

**6-9 Digital Equity Committee/MC Office of Education**, Zoom

**6-2 Cal OES State Tuesday Briefing**, Zoom

**6-10 White House COVID-19 Weekly Briefing**, Phone

**6-10 District 3 Mayors/Supervisor Weekly Briefing**, Zoom

**6-12 Cal OES State Friday Briefing**, Zoom

**6-15 MST COVID-19 Recovery Committee**, Zoom

**6-15 Monterey County Executive Weekly Briefing**, Zoom

**6-16 Cal OES State Tuesday Briefing**, Zoom

**6-19 Cal OES State Friday Briefing**, Zoom

**6-22 Monterey County Executive Weekly Briefing**, Zoom

**6-23 Cal OES State Tuesday Briefing**, Zoom

**6-24 White House COVID-19 Weekly Briefing**, Phone

**6-24 District 3 Mayors/Supervisor Weekly Briefing**, Zoom

**6-24 Cal OES Special State Briefing**, Zoom

**6-26 Cal OES State Friday Briefing**, Zoom

**6-29 MST COVID-19 Recovery Committee**, Zoom

**6-29 Monterey County Executive Weekly Briefing**, Zoom

**6-30 League of CA Cities Briefing**, Zoom

**6-30 Cal OES State Tuesday Briefing**, Zoom

### **Monthly Meetings:**

**6-1 Rail Policy Committee (TAMC), Chair**, Zoom

**6-3 Executive Committee (TAMC)**, Zoom

**6-3 Bicycle and Pedestrian Facilities Committee (TAMC), Committee**, Zoom

**6-5 Monterey County Water Resource Agency (MCWRA), Personal and Administration committee**, Zoom

**6-5 Monterey County Water Resource Agency (MCWRA), Finance committee**, Zoom

**6-5 Monterey County Mayors Association (MCMA)**, Zoom

**6-8 Monterey-Salinas Transit (MST) Board of Directors, Chair**, Zoom

**6-9 King City Council**, Microsoft Teams

**6-15 Monterey County Water Resource Agency (MCWRA), Finance Workshop**, Zoom

**6-22 Special Meeting Monterey-Salinas Transit (MST) Board of Directors, Chair**, Zoom

**6-22 Salinas Valley Mayors and Managers (SVMM)**, Zoom

**6-23 King City Council**, Microsoft Teams

**6-24 Transportation Agency of Monterey County (TAMC), Board of Directors**, Zoom

**6-25 Leadership Council**, Zoom

### **Additional meetings/events**

**6-16 Recognition Celebration for Michael Davis, 30 years at KRKC**, KRKC Station

**6-25 KCPD Press Conference Gun Camera**, Police Department

**6-26 Leadership Monterey County Panelist**, Zoom

**6-30 Meeting wit Recreation Department**, Golf Course

Monthly Schedule Update, July 2020  
Mike LeBarre, Mayor, King City California

### **COVID-19 Meetings:**

- 7-1 Meeting With Senator Caballero**, Phone
- 7-1 District 3 Mayors/Supervisor Weekly Briefing**, Zoom
- 7-2 Cal OES State Special Briefing**, Zoom
- 7-6 Monterey County Executive Weekly Briefing**, Zoom
- 7-7 Cal OES State Tuesday Briefing**, Zoom
- 7-8 District 3 Mayors/Supervisor Weekly Briefing**, Zoom
- 7-10 Cal OES State Friday Briefing**, Zoom
- 7-13 Monterey County Executive Weekly Briefing**, Zoom
- 7-14 Cal OES State Tuesday Briefing**, Zoom
- 7-15 White House COVID-19 Bi-Weekly Briefing**, Phone
- 7-15 District 3 Mayors/Supervisor Weekly Briefing**, Zoom
- 7-17 Cal OES State Friday Briefing**, Zoom
- 7-20 MST COVID-19 Recovery Committee**, Zoom
- 7-20 Monterey County Executive Weekly Briefing**, Zoom
- 7-21 Cal OES State Tuesday Briefing**, Zoom
- 7-22 District 3 Mayors/Supervisor Weekly Briefing**, Zoom
- 7-24 Cal OES State Friday Briefing**, Zoom
- 7-27 Monterey County Executive Weekly Briefing**, Zoom
- 7-28 Cal OES State Tuesday Briefing**, Zoom
- 7-29 White House COVID-19 Bi-Weekly Briefing**, Phone
- 7-29 District 3 Mayors/Supervisor Weekly Briefing**, Zoom
- 7-31 Cal OES State Friday Briefing**, Zoom

### **Monthly Meetings:**

- 7-1 Executive Committee (TAMC)**, No July Meeting
- 7-1 California Council of Governments (CalCOG) Board**, Zoom
- 7-1 Bicycle and Pedestrian Facilities Committee (TAMC), Committee**, No July Meeting
- 7-6 Rail Policy Committee (TAMC), Chair**, No July Meeting
- 7-10 Monterey County Water Resource Agency (MCWRA), Personal and Administration committee**, Zoom
- 7-10 Monterey County Water Resource Agency (MCWRA), Finance committee**, Zoom
- 7-10 Monterey County Mayors Association (MCMA)**, Zoom
- 7-13 Monterey-Salinas Transit (MST) Board of Directors, Chair**, Zoom
- 7-14 King City Council**, Microsoft Teams
- 7-17 Coast Rail Coordinating Council (CRCC)**, Zoom
- 7-20 Monterey County Water Resource Agency (MCWRA), Board**, Zoom
- 7-22 Transportation Agency of Monterey County (TAMC), Board of Directors**, No July Meeting
- 7-22 Leadership Council**, Zoom
- 7-27 Salinas Valley Mayors and Managers (SVMM)**, Zoom
- 7-28 King City Council**, Microsoft Teams

### **Additional meetings/events**

- 7-2 Planning Commission Applicant Meeting**, Microsoft Teams
- 7-10 MST Maintenance Facility Groundbreaking Ceremony**, King City Business Park
- 7-16 Monterey Bay Economic Partnership Housing Forum**, Panelist with Con. Panetta, Sen. Caballero, Asm. Rivas, Zoom



# BOARD OF DIRECTORS MEETING HIGHLIGHTS June 18, 2020

## WHOLEHEARTED OUTSTANDING ROT MASTERS – RECOGNITIONS

The Authority recognized **Luis Alcalá** from Soledad for his outstanding Environmental Stewardship. At only 11 years old, Luis took the initiative to approach staff after a composting presentation given at his school expressing his desire to begin composting at home. He followed through obtaining his own compost bin and worms from the Authority and implemented compost at home. Since then, Luis stays in contact with Authority staff to further expand his composting knowledge.



- Met at Composting Workshop for Frank Ledesma Schools (Soledad) After-school Program
- Genuine Interest in Composting: "I want to do the worm composting; how can I get some worms to start doing this at home?"
- Showed Initiative: Brought his dad to help him set up a worm bin and SVR donated the worms
- Committed to the Worms: Calls with questions or troubleshooting with the worms.

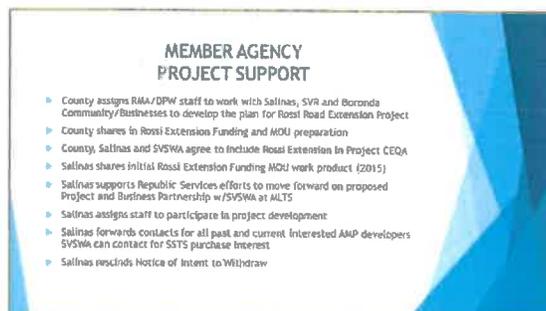


**Harriet Stevens**, a Salinas resident was also recognized for her outstanding Environmental Stewardship. Harriet began composting a few years ago by a unique way of utilizing a corrugated steel fire pit for the worms and composting process. She has attended several worm composting workshops held by the Authority to continue expanding her knowledge. Harriet has now acquired a second corrugated steel fire pit to expand her composting.

CONGRATULATIONS LUIS AND HARRIET, WE LOOK FORWARD TO CONTINUING WORKING WITH YOU!

## UPDATE ON THE SUN STREET TRANSFER STATION RELOCATION

The Authority continues to analyze the potential relocation of the Sun Street Transfer station to the Madison Lane Transfer Station. All stakeholders have been identified, along with the global responsibilities for each going forward. Meetings between Republic Services and Authority, as well as, between the County of Monterey and the Authority have been scheduled to discuss the proposed schedule of the project, the structure developed, and the project support need by each.



- County assigns RMA/DPW staff to work with Salinas, SVR and Boronda Community/Businesses to develop the plan for Rossi Road Extension Project
- County shares in Rossi Extension Funding and MOU preparation
- County, Salinas and SVSWA agree to include Rossi Extension in Project CEQA
- Salinas shares initial Rossi Extension Funding MOU work product (2015)
- Salinas supports Republic Services efforts to move forward on proposed Project and Business Partnership w/SVSWA at ALTS
- Salinas assigns staff to participate in project development
- Salinas forwards contacts for all past and current Interested ANP developers SVSWA can contact for SSTS purchase interest
- Salinas rescinds Notice of Intent to Withdraw

## CITY OF SALINAS NOTICE OF INTENT TO WITHDRAWAL UPDATE

A decision by the City of Salinas on the One Year Notice of Intent to Withdraw from the Joint Powers Agency submitted in December 2018 has not been made. The Authority is waiting on the final draft of the proposed governance changes the City of Salinas presented at the meeting held between the Authority President, Authority Alt. Vice President, Authority General Manager, City of Salinas Mayor, and City of Salinas City Manager.

## MEETINGS RECESS IN JULY

There are NO Regular meetings scheduled for the month of July. The next Regular Executive Committee meeting is scheduled for August 6, 2020 at 4 pm and the Regular Board of Directors meeting is scheduled for August 20, 2020 at 6 pm.

## FINANCIAL REPORT FOR MONTH ENDED APRIL 2020 (83.3% OF THE FISCAL YEAR)

Revenue collected	\$ 19,034,758 (91.9% of Estimated Revenue of \$20,369,805)
Expenditures for operations	\$ 14,784,901 (77.8% of Operating Budget of \$18,458,000)
Cash balance	\$ 30,228,259

REDUCE REUSE RECYCLE

"To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost-effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer service, and education."

# JUNTA DIRECTIVA

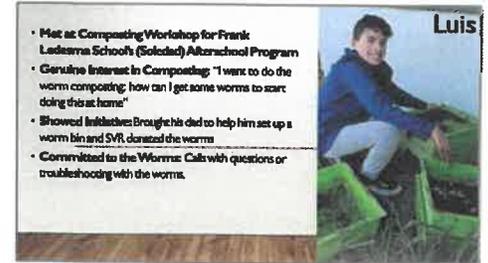
## NOTAS DESTACADAS

### 18 de junio 2020

(Agencia gubernamental de gestión de residuos sólidos)

#### MAESTROS EXCEPCIONALES SIN RESERVAS DE COMPOSTAJE - RECONOCIMIENTO

La Agencia reconoció a **Luis Alcalá** de Soledad por su sobresaliente Cuidado al Medio Ambiente. Con solo 11 años de edad, Luis tomó la iniciativa de acercarse al personal después de una presentación de compostaje en su escuela expresando su deseo de comenzar a compostar en casa. Él demostró dedicación obteniendo su propio contenedor de composta y lombrices de la Agencia e implemento compostaje en casa. Desde entonces, Luis se mantiene en contacto con el personal de la Agencia para seguir expandiendo su conocimiento de compostaje.



**Harriet Stevens**, residente de Salinas, también fue reconocida por su sobresaliente Cuidado al Medio Ambiente. Harriet comenzó a compostar hace unos años mediante una forma única de utilizar un pozo de fuego corrugado de acero para las lombrices y el proceso de compostaje. Ha asistido a varios talleres de compostaje de lombrices realizados por la Agencia para continuar desarrollando su conocimiento. Harriet ahora ha adquirido un segundo pozo de fuego corrugado de acero para expandir su compostaje.

¡FELICIDADES, LUIS Y HARRIET, ¡ESPERAMOS CON GUSTO SEGUIR TRABAJANDO CON USTEDES!

#### ACTUALIZACIÓN DE LA REUBICACIÓN DE LA ESTACIÓN DE TRANSFERENCIA SUN STREET

La Agencia continúa analizando la posible reubicación de la Estación de Transferencia Sun Street a la estación de Transferencia Madison Lane. Todas las partes interesadas han sido identificadas, junto con cuáles serán las responsabilidades globales para cada uno en el futuro. Se han programado reuniones entre Republic Services y la Agencia, así como entre el Condado de Monterey y la Agencia para discutir el cronograma propuesto del proyecto, la estructura desarrollada y la necesidad de apoyo del proyecto por cada uno.



#### AVISO DE LA CIUDAD DE SALINAS DE INTENTO DE RETIRAR LA ACTUALIZACIÓN

La Ciudad de Salinas no ha tomado una decisión sobre el Aviso de intención de retiro de un año de la Agencia de Poderes Conjuntos presentado en diciembre del 2018. La Agencia está esperando el borrador final de los cambios de gobierno propuestos que la Ciudad de Salinas presentó en la reunión que se llevó a cabo entre el Presidente de la Agencia, el Vicepresidente Alterno, Gerente General de la Agencia, el Alcalde de la Ciudad de Salinas y Gerente de la Ciudad de Salinas.

#### RECESO DE JUNTAS EN JULIO

NO hay reuniones regulares programadas para el mes de julio. La próxima reunión Regular del Comité Ejecutivo está programada para el 6 de agosto 2020 a las 4 pm y la reunión Regular del Consejo Directiva está programada para el 20 de agosto 2020 a las 6 pm.

#### INFORME FINANCIERO DEL MES FINALIZADO EN MAYO 2020 (83.3% DEL AÑO FISCAL)

Ingresos recaudados	\$ 19,034,758 (91.9% del Ingreso Estimado de \$20,369,805)
Gastos de operaciones	\$ 14,784,901 (77.8% del Presupuesto Operativo de \$18,2334,000)
Saldo de caja	\$ 30,228,259

REDUCIR

REUTILIZAR

RECICLAR

"Manejar los residuos sólidos del Valle de Salinas como un recurso, promocionando prácticas sostenibles y ecológicamente racionales y practicas costos eficaces a través de un sistema integrado de reducción, reutilización, reciclaje, tecnología innovadora, servicio al cliente y educación."

**City Council Meeting  
June 23, 2020**

**1. CALL TO ORDER:**

Regular Meeting called to order at 6:01pm 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 (by video conference), Rob Cullen (by video conference), Carlos DeLeon (by video conference), Mayor Pro Tem Carlos Victoria (by video conference).

Council member Darlene Acosta has an excused absence.  
Council member Carlos DeLeon will be a little late.

City Staff: City Manager Steven Adams (by video conference); City Attorney Roy Santos (by video conference); 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 Cullen stated the virtual auction for the Fair was this past Saturday. Prices were a little bit down. Donations can be done until this Friday. Salinas Valley Solid Waste Authority standing meetings the last two Fridays have been canceled and progress has stalled. Complaints have been filed about illegal fireworks are going off.

Council member DeLeon joined the meeting.

Mayor Pro Tem Victoria stated that it is hard but illegal fireworks need to be stopped from going off. He just saw a flyer going around about courthouse maybe reopening.

Council Member DeLeon stated that the illegal fireworks seem to be in same location in his district and possibly the officers could track the pattern.

Mayor LeBarre stated spoke to the courthouse reopening, he feels it is that residents and constituents spoke up that would reopen. Congratulated the police department on providing more accountability. A community member really wanted the pool to be opened. He also discussed the upticks in Covid 19 cases and possibility of why.

## **8. CITY STAFF REPORTS AND COMMENTS:**

City Manager Steven Adams stated that staff will start to do a lot of outreach about active enforcement with illegal fireworks. Staff has been working on public education on Covid 19 and police staff has been handing out masks, signage for businesses that are re-opening. Education is ongoing but most of the enforcement is going to have to be left up to the county. Staff is going to be campaigning on handwashing, face covering and not touching your face. Staff has been working with Ag business passing out masks and doing education.

Council member Cullen would like a standing item on the agenda getting an update on Covid 19. An update by the City Manager and questions from the City Council. Council concurs.

City Attorney Roy Santos stated nothing at this time.

## **9. CONSENT AGENDA**

- A. Consideration: Meeting Minutes of June 9, 2020 Council Meeting
- B. Consideration: City of King Check Register June 1, thru June 15, 2020
- C. Consideration: An Extraterritorial Wastewater Service Agreement with David Gill
- D. Consideration: Interpretation Regarding Provisions in the City of King Municipal Code Involving Cannabis Retail Storefront Dispensaries
- E. Consideration: Agreement with Sun Street Centers for Provision of the Youth Diversion Program

Council member Cullen pulled item 9(D)

City Manager Adams pulled item 9(C)

Action: Motion to approve consent agenda items A,B & E by Cullen and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Acosta,

ABSTAIN: Council Members:

City Manager Adams recommended approving the agreement with a possibility of coming back after the staff verifies where the water is coming from.

Action: Motion to approve consent agenda item 9(C) by DeLeon and seconded by Cullen.

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

NOES: Council Members:

ABSENT: Council Members: Acosta,

ABSTAIN: Council Members:

Council member Cullen would like council to use the amended resolution that has more clarity.

Amy White was CeresLabs wanted some procedural information and will the resolution come back to council so community can see it.

Mayor LeBarre read the change into the record.

Action: Motion to approve consent agenda item 9(D) with clarification language added in the resolution by DeLeon and seconded by Cullen.

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

NOES: Council Members:

ABSENT: Council Members: Acosta,

ABSTAIN: Council Members:

## **10. PUBLIC HEARINGS:**

- A. Consideration: Potential Program(s) For Inclusion in the State Community Development Block Grant Coronavirus Aid, Relief, And Economic Security Act (CDBG-CV) Application

Mayor LeBarre read the title of the ordinance into the record

City Manager Adams introduced this item.

Lorie Adams further introduced this item.

Mayor LeBarre opened the public hearing, hearing no one speak on this item, Mayor LeBarre closed the public hearing.

Council member Cullen wanted to know what proof needs to be shown that they lost employment due to Covid 19.

Ms. Adams stated that a letter would suffice or notification from unemployment.

Mayor Pro Tem wanted to mention about undocumented community. Ms. Adams stated that they would take that into consideration reach out to former employers.

City Council concurred on and provided direction for staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV funds for COVID-19 related activities that benefit low- and moderate-income residents.

- B. Consideration: An Ordinance Amending the Municipal Code Regarding Signs, Bundling Applications, and Time Expiration of Conditional Use Permits

Mayor LeBarre read the title of the ordinance into the record

City Manager Adams introduced this item.

Community Development Director Doreen Liberto further introduced this item going over changes.

Mayor LeBarre opened the public hearing, hearing no one speak on this item, Mayor LeBarre closed the public hearing.

Action: Motion to waive first reading by title only of the Ordinance Amending the Municipal Code Regarding Signs, Bundling Applications, and Time Expiration of Conditional Use Permits, approve the introduction of the Ordinance and set the second reading and adoption for the next regularly scheduled Council meeting of July 14, 2020 by Cullen and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

- C. Consideration: Riverview Gardens Landscape Maintenance District Annual Assessment for Fiscal Year 2020/21

Mayor LeBarre read the title of the ordinance into the record

City Manager Adams introduced this item.

City Engineer Octavio Hurtado further introduced this item. An updated Engineers report was received after the packet went out and will be in the Staff Report for the July 14, 2020 meeting.

Mayor LeBarre opened the public hearing, hearing no one speak on this item, Mayor LeBarre closed the public hearing.

Action: Motion to continue the public hearing for levy and collection of assessments for the Riverview Gardens Landscape Maintenance District to the July 14, 2020 meeting by Cullen and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Acosta

ABSTAIN: Council Members:

#### **11. REGULAR BUSINESS:**

- A. Consideration: FY 2020-21 King City Community Power Annual Budget and Rate Schedule

City Manager Adams introduced this item.

Denis Vermette, Pilot Power Group, further introduced this item with a PowerPoint presentation.

Action: Motion to adopt a Resolution approving the King City Community Power (KCCP) budget and rates for FY 2020-21 by Victoria and seconded by DeLeon.

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

NOES: Council Members:

ABSENT: Council Members: Acosta,

ABSTAIN: Council Members:

- B. Consideration: A Resolution Placing on the November 3, 2020 Election Ballot an Ordinance Amending Chapter 5.14 of the City of King Municipal Code to Add a Commercial Cannabis Tax on the Retail Sale of Cannabis and Industrial Hemp and Cannabis and Industrial Hemp Products and on Distribution of Cannabis and Cannabis Products

City Manager Adams introduced this item stating that there will be a change to add retail and change "propose to" to "will" to not go over 75-word limit.

Frank Gallagher had a question about adding the word “retail” and he appreciates City Managers clarification.

Amy White, CeresLabs, feels that there are a lot of positive things, concern is a penalty with a one-month delinquent tax payment, it seems really steep and maybe Council could revisit this in a year.

City Attorney stated that items can be changed by ordinance amendment at a later date.

City Council concurs and directed staff to proceed to place the Resolution on the July 14, 2020 Council meeting agenda for adoption following final legal review and any recommended modifications.

## **12. CITY COUNCIL CLOSED SESSION**

- A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957:  
Title: City Manager

### **ADJOURNMENT:**

Mayor LeBarre adjourned the meeting at 7:35p.m. to closed session.

Mayor LeBarre went back into open session of the regular meeting and with nothing to report out he adjourned the meeting at 7:57p.m. on a motion by DeLeon and seconded by Victoria, and unanimous vote.

### **Approved Signatures:**

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**Mayor, Michael LeBarre**  
**City of King**

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**City Clerk, Steven Adams**  
**City of King**



Item No. 9(B)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

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

**FROM: MIKE HOWARD, FINANCE DIRECTOR**

**RE: CONSIDERATION OF CITY OF KING CHECK REGISTER JUNE 16 THRU JUNE 30, 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:

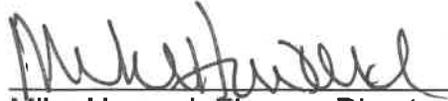
1. Receive and file the report; or
2. Provide other direction to staff regarding requests for additional information.

**CITY COUNCIL/CITY  
CONSIDERATION OF CITY OF KING CHECK REGISTER JUNE 16 THRU  
JUNE 30, 2020  
JULY 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

June 16, 2020 - June 30, 2020

Date: 07/01/2020

Time: 9:58 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
<b>WELLS FARGO BANK Checks</b>							
64006	06/26/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Sprinkler for C/B Park.	66.47
64007	06/26/2020	Printed		AT & T	AT & T	Telephone -	215.30
64008	06/26/2020	Printed		AT & T	AT & T	Telephone -	96.88
64009	06/26/2020	Printed		AT&T - C	AT&T	Clets - 9391020545	567.27
64010	06/26/2020	Printed		BENSON	RICHARD A. BENSON PLUMBING	Added Waterline @	1,408.33
64011	06/26/2020	Printed		BIG VALLEY	BIG VALLEY LABOR, LLC	Weed Control	4,940.30
64012	06/26/2020	Printed		CARMEL FIR	ART BLACK	Annual Fire Inspection	5,000.00
64013	06/26/2020	Printed		CAL-WESTL	CAL-WEST LIGHTING AND	Monthly Traffic Signal Maint.	3,342.92
64014	06/26/2020	Printed		CASEY PRIN	CASEY PRINTING, INC.	COVID Signs for Businesses.	548.10
64015	06/26/2020	Printed		COASTAL	COASTAL TRACTOR	Tractor Rental for Mowing	1,522.50
64016	06/26/2020	Printed		CSGCON	CSG CONSULTANTS INC	100 Don Bates Plan check.	27,433.69
64017	06/26/2020	Printed		SURRENDER	MICHELE FERRER	Softball Uniforms	305.90
64018	06/26/2020	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Irrigation Supply for	199.59
64019	06/26/2020	Printed		GREEN L	GREEN LINE	Hot Spot Cleaning,	1,462.50
64020	06/26/2020	Printed		HARBIN	HARBIN CONSTRUCTION	Repairs due to break in @	1,442.59
64021	06/26/2020	Printed		HYDRO TURF	HYDRO TURF, INC.	Supply for Willow Landscape.	251.76
64022	06/26/2020	Printed		MOPENVET	KATJA HERRMANN, INC	Vet Fees	231.00
64023	06/26/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Ads - May 2020	50.00
64024	06/26/2020	Printed		LN CURTIS	L.N. CURTIS & SONS	F D Jackets	22,794.00
64025	06/26/2020	Printed		MCCLAINI	IRMA MCCLAIN	Reimbursement of Funds unused	106.54
64026	06/26/2020	Printed		MOCO SHERI	MO CO SHERIFF'S OFFICE	Live Scan	1,457.06
64027	06/26/2020	Printed		MO BAY SYS	MONTEREY BAY OFFICE PRODUCTS	Copier Contract - KC00	1,441.80
64028	06/26/2020	Printed		NEWSV	NEW SV MEDIA, INC	Ord for Title 17.	663.00
64029	06/26/2020	Printed		OFFICE DEP	OFFICE DEPOT	Air Disinfectant	497.77
64030	06/26/2020	Printed		PADILLAE	ERICA PADILLA CHAVEZ	CaVIP Grant Application	3,500.00
64031	06/26/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Trailer Tail Light Connector.	30.44
64032	06/26/2020	Printed		PAC	PG&E	Electricity - #3845488588-0	57,139.73
64033	06/26/2020	Printed		PBGFS	PITNEY BOWES GLOBAL	Lease Maintenance -	306.42
64034	06/26/2020	Printed		PROTELESIS	PROTEL COMMUNICATION INC	Internet Service	1,008.30
64035	06/26/2020	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	199.01
64036	06/26/2020	Printed		QUALITY CO	QUALITY CODE PUBLISHING LLC	Muni-Code Supplement #47	1,147.40
64037	06/26/2020	Printed		QUIJAS	MARIA QUIJAS	Rec Center Security Deposit	500.00
64038	06/26/2020	Printed		QUILL CORP	QUILL CORPORATION	Office & Breakroom Supplies.	48.30
64039	06/26/2020	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design	15,191.25
64040	06/26/2020	Printed		SETECO	SETECO	Overpayment of Business	908.00
64041	06/26/2020	Printed		GEORGE L M	SO MO CO MEMORIAL HOSPITAL	Reimbursement of Funds Unused	106.54
64042	06/26/2020	Printed		SOUTHLAND	SOUTHLAND MEDICAL LLC	Large Gloves	353.12
64043	06/26/2020	Printed		SPECTRUMB	SPECTRUM	Internet - City Cameras.	74.98
64044	06/26/2020	Printed		SUAREZ/FER	FERNANDO SUAREZ	Repair Phone/	333.92
64045	06/26/2020	Printed		SAL CAL	THE SALINAS CALIFORNIAN #1078	Notice of Intent to Adopt	282.47
64046	06/26/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct #6835	3,225.19
64047	06/26/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier Contract.	263.07
64048	06/26/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #8380	3,644.63
64049	06/26/2020	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones -	1,074.51
64050	06/26/2020	Printed		WESLEY BEE	WESLEY BEEBE ARCHITECTURE	Arena Restrooms Arch	1,000.00
64051	06/26/2020	Printed		ZUMAR	ZUMAR INDUSTRIES INC.	Street Name Signs	2,229.03
64052	06/29/2020	Void	06/29/2020			Void Check	0.00
64053	06/29/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Batteries for Timers.	436.50
64054	06/29/2020	Printed		A & W	ALESHIRE & WYNDER LLP	Legal Services - Covid 19	19,094.00
64055	06/29/2020	Printed		BIG VALLEY	BIG VALLEY LABOR, LLC	Weed Control Around	1,104.09
64056	06/29/2020	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Monthly Fuel Pump	85.00
64057	06/29/2020	Printed		WHEEL	GRIFFIN CARPETS, INC	Repair Floor - Airport	1,229.06

Check Register Report

June 16, 2020 - June 30, 2020

Date: 07/01/2020

Time: 9:58 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
<b>WELLS FARGO BANK Checks</b>							
64058	06/29/2020	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Cannabis Consultant Services.	2,750.00
64059	06/29/2020	Printed		HYDRO TURF	HYDRO TURF, INC.	Park Supplies for	1,932.17
64060	06/29/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Radio Ad on Covid 19.	333.32
64061	06/29/2020	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Supplies for Street Sweeper.	185.61
64062	06/29/2020	Printed		KOBOUTI	KOBO UTILITY CONSTRUCTION AIP 2018 Airport Lighting CORP		92,771.55
64063	06/29/2020	Printed		LA HEARNE	L.A. HEARNE COMPANY	Pool Supplies	382.93
64064	06/29/2020	Printed		LINCOLN	LINCOLN AQUATICS	Pool Supply	1,942.97
64065	06/29/2020	Printed		KING'SSM	FRANCISCO LOPEZ	Annual Smog Inspection	230.00
64066	06/29/2020	Printed		PARTS & SE	PARTS & SERVICE CTR- NAPA, INC	Fuel Filter for Old	14.77
64067	06/29/2020	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design	785.00

**Total Checks: 62** **Checks Total (excluding void checks): 291,888.55**

**Total Payments: 62** **Bank Total (excluding void checks): 291,888.55**

**Total Payments: 62** **Grand Total (excluding void checks): 291,888.55**



Item No. 9(C)

**REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA**

**DATE: JULY 14, 2020**

**TO: HONORABLE CHAIR AND MEMBERS OF THE BOARD**

**FROM: MIKE HOWARD, FINANCE DIRECTOR**

**RE: CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER FOR JUNE 16 THRU JUNE 30 2020**

---

**RECOMMENDATION:**

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

**BACKGROUND:**

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

**DISCUSSION:**

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

**COST ANALYSIS:**

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

**ENVIRONMENTAL REVIEW:**

No Environmental Review required for this item.

**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

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

**CITY COUNCIL/SUCCESSOR AGENCY  
CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER JUNE 16  
THRU JUNE 30, 2020  
JULY 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**

June 16, 2020 - June 30, 2020

Date: 07/01/2020

Time: 9:56 am

Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
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**SUCCESSOR AGENCY OF Checks**

278	06/24/2020	Printed		USBANK	US BANK	2016B Bond Payment	148,481.82
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<b>Total Checks: 1</b>	<b>Checks Total (excluding void checks):</b>	<b>148,481.82</b>
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<b>Total Payments: 1</b>	<b>Bank Total (excluding void checks):</b>	<b>148,481.82</b>
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<b>Total Payments: 1</b>	<b>Grand Total (excluding void checks):</b>	<b>148,481.82</b>
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Item No. 9(D)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

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

**FROM: MIKE HOWARD, FINANCE DIRECTOR**

**RE: CONSIDERATION OF CITY OF KING KCCP PAYMENTS FOR THE MONTHS OF MARCH, APRIL, & MAY 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  
CONSIDERATION OF CITY OF KING KCCP PAYMENTS FOR THE MONTH  
OF MARCH, APRIL, & MAY 2020  
JULY 14, 2020  
PAGE 2 OF 2**

Exhibits:

1. Listing of ACH payments

Submitted by:   
Mike Howard, Finance Director

Approved by:   
Steven Adams, City Manager

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## City of King

King City Community Power

ACH Payments through Pilot Power For Month of March, April & May 2020

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Date	Vendor	Description	Amount
3/2/2020	PG&E	Transmition payment	\$ 24,300.00
3/3/2020	California ISO	Purchase Power from Grid	\$ 6,228.68
3/6/2020	Pilot Power Group	Administrative Fees & Loan Repayment	\$ 65,840.38
3/10/2020	California ISO	Purchase Power from Grid	\$ 2,356.93
3/17/2020	California ISO	Purchase Power from Grid	\$ 4,011.20
3/20/2020	Shell	Purchase Power	\$ 114,855.76
3/26/2020	California ISO	TRFC Charge	\$ 455.47
3/27/2020	California ISO	Purchase Power from Grid	\$ 1,764.61
3/31/2020	City National	Bank Fee	\$ 100.00
4/1/2020	California ISO	Purchase Power from Grid	\$ 8,280.41
4/2/2020	PG&E	Transmition payment	\$ 27,210.00
4/7/2020	California ISO	Purchase Power from Grid	\$ 56.77
4/9/2020	Pilot Power Group	Administrative Fees & Loan Repayment	\$ 64,967.40
4/14/2020	California ISO	Purchase Power from Grid	\$ 5,374.49
4/21/2020	Shell	Purchase Power	\$ 121,735.97
4/28/2020	California ISO	Purchase Power from Grid	\$ 6,712.74
4/30/2020	City National	Bank Fee	\$ 100.00
4/30/2020	CDTFA	Q1 2020 ERS Payment	\$ 2,501.67
5/4/2020	PG&E	Transmition payment	\$ 27,210.00
5/5/2020	California ISO	Purchase Power from Grid	\$ 1,117.86
5/12/2020	California ISO	Purchase Power from Grid	\$ 1,477.76
5/12/2020	California ISO	Purchase Power from Grid	\$ 4,474.66
5/19/2020	California ISO	Purchase Power from Grid	\$ 2,002.65
5/20/2020	Shell	Purchase Power	\$ 118,991.84
5/26/2020	California ISO	Purchase Power from Grid	\$ 943.23
5/26/2020	Pilot Power Group	Administrative Fees & Loan Repayment	\$ 62,210.21
5/31/2020	City National	Bank Fee	\$ 100.00
		TOTAL	<u>\$ 675,380.69</u>



Item No. 9(E)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

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

**FROM: STEVEN ADAMS, CITY MANAGER**

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

**RECOMMENDATION:**

It is recommended the City Council authorize the City Manager to execute a change order in the amount of \$17,945 to the Consultant Services Agreement with RRM Design Group to prepare final design for the Downtown Plaza project.

**BACKGROUND:**

At the December 10, 2019 meeting, the City Council authorized the City Manager to execute a contract with RRM Design Group to prepare the final design documents for the Downtown Plaza project in an amount not to exceed \$160,000. The consultants, along with staff, have been working on preparing the design for several months. However, the original contract did not include design of the adjacent parking lot. Staff is now recommending the contract be expanded to include design of improvements to the parking lot.

**DISCUSSION:**

A number of issues have been identified related to the interconnection between the Downtown Plaza project and the adjacent parking lot. Some examples include: 1) stormwater runoff and improvements needed to address the Regional Water Quality Control Board's regulations; 2) grade issues related to the Downtown Plaza, Visitor and History Center, and proposed restroom facility; and 3) the need to redesign the orientation of the parking spaces to accommodate refuse and recycling collections services.

**CITY COUNCIL  
CONSIDERATION OF CHANGE ORDER FOR THE CONSULTANT SERVICES  
AGREEMENT FOR DOWNTOWN PLAZA DESIGN  
JULY 14, 2020  
PAGE 2 OF 2**

Therefore, staff now believes it is important to design these improvements concurrent with design of the Downtown Plaza to avoid potential conflicts during construction. A copy of the consultant's proposal to perform the additional work is attached.

**COST ANALYSIS:**

The additional cost will be paid from Park Development Impact Fee funds. Therefore, there is no impact on the General Fund. The cost can be paid from the existing project budget so no additional appropriation is needed at this time.

**ENVIRONMENTAL REVIEW:**

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

**ALTERNATIVES:**

The following alternatives are provided for City Council consideration:

1. Approve the recommended change order;
2. Approve the change order and provide input to staff on the design;
3. Do not approve the change order and proceed with design of the Downtown Plaza without including the parking lot design; or
4. Provide staff other direction.

Exhibits:

1. Proposed Additional Service Authorization

Prepared and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager



## ADD. SERVICE AUTHORIZATION

<b>Client:</b> City of King	<b>Task ID Number:</b> Task B.1A, Task D (new), Task E (new)
<b>Project Name:</b> King City Plaza Construction Documents	<b>Project Number:</b> 0597-04-UR19
<b>Work Requested by:</b> Steve Adams	<b>Request Received by:</b> Jeff Ferber
<b>Date:</b> June 15, 2020	<b>Date Received:</b> May 15, 2020

### Method:

- Letter
  E-mail authorization attached to parties  
 Client authorization required
  Included in contract, authorization not required

### Fee Type:

- Fixed Fee (see footnote A)
  Time & Materials (T&M) (see footnote B)

## DESCRIPTION OF WORK TO BE PERFORMED

RRM Design Group, a California Corporation ("RRM Design Group"), has entered into an agreement with The City of King (the "Client") dated December 10, 2019 (the "Prime Agreement") for the project: King City Plaza Construction Documents (the "Project"). Additional Services Authorized by the Client are subject to the Terms and Conditions of the Prime Agreement.

### Task B: Final Design (PS&E)

The City is requesting that RRM include the Chamber building rear yard to the plaza in the Final Design (PS&E) drawings. Per the April 1, 2020 discussion with the City, the recently demolished and surveyed rear yard area will be used for the proposed restroom and potential storage space.

The existing grades and existing doorways at the back of the Chamber building introduce new ADA, user access, and drainage constraints to the plaza project not originally anticipated in the proposal. RRM will adjust the design to accommodate these new constraints. This work will be incorporated into the Plaza 75%, 90%, and Bid PS&E.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401  
 p: {805} 543-1794 • f: {805} 543-4609

[www.rrmdesign.com](http://www.rrmdesign.com)

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



The work described below adds additional fees to the existing contract tasks.

**Subtask B.1A: 75% PS&E Supplemental Area (Chamber Bldg. area)**

RRM will submit a 75% complete construction document submittal for internal staff review.

*Deliverables:*

- 75% construction drawings
- Outline specifications
- Opinion of probable cost
- Additional design meeting and coordination

*Additional Fixed Fee:*

- \$ 3,030 (see footnote)

**Subtotal Task B.1A \$3,030**

**Task D: Final Design (PS&E) – Parking Lot**

The City is requesting that RRM develop a separate set of construction drawings for the parking lot adjacent to the proposed Plaza work specified in Task B. Per the May 11, 2020 and May 29, 2020 discussions with the City, RRM will prepare Final Plans, Specifications, and Estimate (PS&E) for the parking lot adjacent to the Plaza.

Due to the current uncertainty of construction funds, parcel delineation, and schedule, this parking lot work will be delivered as its own submittal package with the intent to be “shovel ready” and bid separately from the Plaza work. The timing assumes the first submittal for this work will be the 90% submittal and will utilize City-provided topographic survey.

The parking lot will be designed without decorative features (e.g. landscape, public art, signage, structures) and is anticipated to be a grind and overlay of the existing asphalt footprint (match existing grades). Existing perimeter fencing will be protected in place. Runoff will be conveyed via sheet flow to Lynn Street (i.e. no new storm drain system). Since the parking lot is on a separate parcel from the plaza work and it is intended to be a separate project, no stormwater requirements are anticipated as this is considered “routine parking lot maintenance,” as described in the Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (July 12, 2013 by the California Regional Water Quality Control Board Central Coast Region). This task is limited to the existing asphalt footprint of the parking lot and does not include any work on the adjacent Lynn Street driveway, sidewalk, or road.



The contents of this parking lot PS&E will be as follows:

- Title Sheet
- Construction Notes
- Grading Plan and Details
- Erosion Control Plans
- Technical specifications (CSI format)
- Construction cost opinion (90% and Bid Set submittals)

The work described below adds additional contract tasks and fees.

**Subtask D.1: 90% PS&E**

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

*Deliverables:*

- 90% construction drawings
- 90% specifications
- Opinion of probable cost
- One back-check submittal

*Fixed Fee:*

- \$ 4,565 (see footnote)

**Subtask D.2: Bid Set Drawings**

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

*Deliverables:*

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

*Fixed Fee:*

- \$ 2,350 (see footnote)



### **Subtask D.3: Bidding Assistance**

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

*Deliverables:*

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

*Fixed Fee:*

- \$ 620 (see footnote)

### **Subtotal Task D Parking Lot \$7,535**

### **Task E: Final Design (Lynn Street) – Optional**

The City is requesting that RRM develop a separate set of construction drawings for the Lynn Street sidewalk, adjacent to the proposed parking lot work in Task D. Per the May 11, 2020 and May 29, 2020 discussions with the City, RRM will prepare Final Plans, Specifications, and Estimate (PS&E) for the Lynn Street sidewalk adjacent to the existing parking lot.

Due to the current uncertainty of construction funds, parcel delineation, and schedule, this Lynn Street sidewalk work will be delivered as its own submittal package with the intent to be “shovel ready” and bid separately from the parking lot work of Task D. The timing assumes the first submittal for this work will be the 90% submittal and will utilize City-provided topographic survey.

Lynn Street work includes a new driveway, adjacent ADA sidewalk improvements up to 10' from the parking lot limits, and tree removal. Asphalt work in Lynn Street is assumed to be limited to replacing the existing driveway, sidewalk, curb, and gutter within the project limits. No utility work is anticipated on Lynn Street. Since this work is on a separate parcel from the parking lot work and is intended to be a separate project, no stormwater requirements are anticipated as this is considered “routine road maintenance,” as described in the Post Construction Stormwater Management Requirements for Development Projects in the Central Coast Region (July 12, 2013 by the California Regional Water Quality Control Board Central Coast Region).

The contents of this parking lot PS&E will be as follows:

- Title Sheet
- Construction Notes
- Demolition Plan
- Grading Plan
- Planting and Irrigation Plans



- Construction details
- Erosion Control Plan
- Technical specifications (CSI format)
- Construction cost opinion (90% and Bid Set submittals)

The work described below adds additional contract tasks and fees.

#### **Subtask E.1: 90% PS&E**

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

##### ***Deliverables:***

- *90% construction drawings*
- *90% specifications*
- *Opinion of probable cost*
- *One back-check submittal*

##### ***Fixed Fee:***

- *\$ 5,600 (see footnote)*

#### **Subtask E.2: Bid Set Drawings**

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

##### ***Deliverables:***

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

##### ***Fixed Fee:***

- *\$ 1,180 (see footnote)*



**Subtask E.3: Bidding Assistance**

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

*Deliverables:*

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

*Fixed Fee:*

- \$600 (see footnote)

**Subtotal Task E Lynn Street \$7,380**

**Fee Footnote**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

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**Total Estimated Additional Fees All Tasks: \$17,945**

Any work outside the scope of the original agreement between RRM Design Group and the Client, and authorized by the Client, is subject to the Terms and Conditions of the Prime Agreement.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

\_\_\_\_\_  
**Sign** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name, Title**

\_\_\_\_\_  
**Billing E-mail** (Please identify person's name and e-mail address to receive electronic invoices.)

\_\_\_\_\_  
**Tasks Authorized** (All tasks authorized unless otherwise noted.)



Item No. 9(F)

REPORT TO THE CITY COUNCIL

**DATE:** JULY 14, 2020

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

**FROM:** STEVEN ADAMS, CITY MANAGER

**RE:** CONSIDERATION OF APPROPRIATION OF VEHICLE MILES TRAVELED THRESHOLD STUDY

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**RECOMMENDATION:**

It is recommended the City Council appropriate \$20,000 from the Traffic Development Impact Fee Fund for the preparation of a vehicle miles traveled threshold study.

**BACKGROUND:**

Senate Bill (SB) 743 was recently approved by the State Legislature, which requires agencies to change the methodology used for California Environmental Quality Act (CEQA) review of traffic impacts from proposed projects. Traditionally, traffic studies have evaluated the impact of a project on the Level of Service (LOS) of nearby intersections. SB 743 has now changed that to instead evaluate the impacts of a project on total vehicle miles traveled.

This change could have a profound impact on the requirements and ability to approve new development projects. The first step necessary to comply with the new requirements is to prepare a study to establish the initial thresholds.

**DISCUSSION:**

In order to accomplish this task in the most cost-effective manner, the Transportation Agency of Monterey County (TAMC) has proposed to coordinate a joint contract with Kimley-Horn and Associates, Inc. to prepare the study for agencies throughout Monterey County. There are a number of advantages of participating in the countywide effort. First, it will likely reduce the cost compared to the City contracting for the study independently due to the economies of scale. Second, it will reduce City staff time by eliminating the need for City staff to oversee management of a request for proposal (RFP) process and the project.

**CITY COUNCIL  
CONSIDERATION OF APPROPRIATION OF VEHICLE MILES TRAVELED  
THRESHOLD STUDY  
JULY 14, 2020  
PAGE 2 OF 2**

Third, utilizing one joint consultant will help streamline data collection. Fourth, it will help provide consistency throughout the county.

Staff proposes to participate in the countywide contract. The amount of the contract falls within the City Manager's approval authority. However, the City Council will need to appropriate the funds since it is currently not budgeted.

**COST ANALYSIS:**

The estimated cost to the City is \$17,000 to \$20,000. Existing funding is available in the Traffic Development Impact Fee Fund. However, an appropriation is necessary to make the funding available. There will be no impact on the City's General Fund.

**ENVIRONMENTAL REVIEW:**

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

**ALTERNATIVES:**

The following alternatives have been identified for City Council consideration:

1. Approve the appropriation;
2. Approve the appropriation, but direct staff to instead prepare an independent City study;
3. Do not approve the appropriation; or
4. Provide other direction to staff.

Prepared and Approved by:



\_\_\_\_\_  
Steven Adams, City Manager



9(G)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

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

**FROM: DOREEN LIBERTO, AICP, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: CONSIDERATION OF ORDINANCE AMENDING THE MUNICIPAL CODE REGARDING SIGNS, BUNDLING APPLICATIONS, AND TIME EXPIRATION OF CONDITIONAL USE PERMITS**

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**RECOMMENDATION:**

It is recommended the City Council conduct the second reading, by title only, and adopt the Ordinance amending Chapter 17.55 and Chapter 17.64 of Title 17 of the King City Municipal Code pertaining to prohibited signs, signs on public right-of-way, non-conforming signs and permits and variances.

**BACKGROUND:**

On January 14, 2020, the City Council ("Council") adopted a number of changes to the Municipal Code in response to recent long-range planning efforts, code enforcement actions, and upcoming potential development projects. The Planning Commission ("Commission") recommended the changes on December 17, 2019. Staff is bringing forth a second set of Municipal Code changes in response to a number of issues that have been identified.

The attached Ordinance would make the following changes:

- Changes the amortization time period for certain non-conforming signs.
- Prohibits the placement of private signs within the City right-of-way.
- Bundles applications so legislative (e.g., general plan amendment) and administrative (e.g., conditional use permit) applications simultaneous go to the Council for a decision rather than bifurcate decisions.
- Changes the approval period for conditional use permits ("CUP") and applications submitted concurrently with a CUP from one 1-year with no extension of time to 2-year plus a year extension.

On June 2, 2020, the Commission recommended the Council adopt the Ordinance as written. At the June 23, 2020 meeting, the City Council unanimously voted to introduce the Ordinance.

**CITY COUNCIL**

**JULY 14, 2020**

**CONSIDERATION OF ORDINANCE AMENDING THE MUNICIPAL CODE REGARDING SIGNS, BUNDLING APPLICATIONS, AND TIME EXPIRATION OF CONDITIONAL USE PERMITS**

**PAGE 2 OF 4**

**DISCUSSION:**

The attached Ordinance makes several changes to the Municipal Code, as follows:

**Chapter 17.55 Signs**

**17.55.070 Prohibited Signs and 17.55.080 (d) (B) Signs with Public Right-of-Way**

These sections allow temporary local community signs approved by the Community Development Director for a maximum duration of 7 days with certain stipulations. However, private signs within the public right-of-way can create obstacles for vehicles, bicyclists and other legitimate uses and if not installed properly, blow away or fall over. Additionally, too many signs can create a visual distraction. It is important to note that legally it is very difficult to deny some signs and not others without violating freedom of speech issues. As a result, such signs have not historically been approved.

Therefore, eliminating this provision will reduce placing staff in the position of having to deny requests that are received from the community, particularly non-profit and faith-based organizations. As a result, the Council recently directed staff to prepare a Code change prohibiting the community signs outright. Therefore, staff is recommending that private signs not be permitted within the public right-of-way.

**Chapter 17.55 - 17.55.110 (b) Non-conforming Signs**

A nonconforming sign is a permanent or temporary sign that was legally established at one time but now does not comply with the sign ordinance. The amortization period establishes the time in which non-conforming signs must become compliant. Staff is recommending that the amortization period change from 7 years to 25 years for signs originally valued at more than \$3,000. These signs are typically located along the Highway 101 frontage and West Broadway Street area. As part of the City's economic development approach, larger commercial users are looking to locate along the West Broadway Street corridor and want to initially use existing signs with face changes. This will allow businesses to open with existing signage and give additional time to plan for long-term signage.

Staff has experienced 2 specific issues with regard to signs that have already been amortized. First, prospective commercial tenants have stipulated to property owners that their lease will be contingent upon utilization of an existing pole sign, which are often no longer allowed. Second, these signs are often very expensive to remove. Therefore, removal creates a significant economic burden on the property owner and in many cases will result in an empty unused sign since it is difficult for the City to require removal.

**Chapter 17.64 Permits and Variances**

CUP and variance permit applications become null and void after 1 year of a Commission decision. This has not been consistently enforced due to conflicting language in the

**CITY COUNCIL**

**JULY 14, 2020**

**CONSIDERATION OF ORDINANCE AMENDING THE MUNICIPAL CODE REGARDING SIGNS, BUNDLING APPLICATIONS, AND TIME EXPIRATION OF CONDITIONAL USE PERMITS**

**PAGE 3 OF 4**

Municipal Code. No extensions can be granted unless specifically authorized by the Commission. For projects, staff is recommending to standardize an approval life of 2 years with an extension of 12 months and may not exceed a total of 3 years from the original date of expiration, unless otherwise permitted by law for CUPs and associated variance permit applications. A variance permit without an associated CUP will expire within 1 year of approval and no extensions of times are allowed. Time limits vary in different jurisdictions, but the recommendations are relatively consistent with other jurisdictions.

Currently, administrative action applications (e.g., CUP) are approved by the Commission subject to appeal to the Council. The Commission only makes recommendations to the Council on legislative action applications (e.g., general plan amendment). The current review process is bifurcated when a legislative action application (e.g., general plan amendment) is processed concurrently with an administrative action application (e.g., CUP) in cases where a project requires multiple applications. The Commission's decision on the administrative action application is contingent upon the Council's approval of the legislative action. Staff recommends that legislative and administrative applications be bundled together with the same review process. This allows the Council to consider and take action on all applications simultaneously. It also simplifies the process if an amendment is later requested.

**COST ANALYSIS:**

There are no costs associated with this action.

**ENVIRONMENT REVIEW:**

An environmental determination the Ordinance is exempt from the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines section 15061(b)(3), as well as it is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by allowing certain existing signs to be amortized over a longer period of time, bundling of permits, and changing the approval period of conditional use permits and variances, and other minor changes to the Municipal Code, pursuant to CEQA Guidelines sections 15307 and 15308.

**ALTERNATIVES:**

The following recommendations are provided for Council consideration:

1. Conduct the second reading of the Ordinance;

**CITY COUNCIL**

**JULY 14, 2020**

**CONSIDERATION OF ORDINANCE AMENDING THE MUNICIPAL CODE  
REGARDING SIGNS, BUNDLING APPLICATIONS, AND TIME EXPIRATION OF  
CONDITIONAL USE PERMITS**

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

**Exhibits:**

Exhibit 1: Planning Commission Resolution No. 2020-281

Exhibit 2: City Council Ordinance No. 792

Submitted by:

 FOR Doreen Liberto

\_\_\_\_\_  
Doreen Liberto, AICP, Community Development Director

Approved by:



\_\_\_\_\_  
Steven Adams, City Manager

## RESOLUTION NO. 2020-281

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF KING  
RECOMMENDING THE CITY COUNCIL OF THE CITY OF KING AMEND TITLE 17,  
CHAPTER 17.55, SECTIONS 17.55.070, 17.55.080, AND 17.55.110, AND AMEND  
CHAPTER 17.64, SECTIONS 17.64.020, 17.64.030, 17.64.040, 17.64.050 AND  
17.64.060 OF THE KING CITY MUNICIPAL CODE**

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

**WHEREAS**, on June 2, 2020, the Planning Commission ("Commission") considered an ordinance amending Chapter 17.55 and Chapter 17.64 of the Municipal Code, attached as **Exhibit 1**; and

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

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

**WHEREAS**, the Commission finds that increasing the amortization period from seven (7) years to twenty-five (25) years from January 2009 for the original value of signs of more than \$3,000 is needed to promote economic development; and

**WHEREAS**, the Commission finds that prohibiting any sign, other than public signs, from being placed within a public-right-of-way minimizes liability for damages arising from said signs; and

**WHEREAS**, the Commission finds that allowing conditional use permits and associated applications to be valid for two (2) years with one (1) one-year extension is reasonable because it will provide applicants more time to constructed needed projects; and

**WHEREAS**, the Commission finds that bundling of applications will help ensure the smooth processing and construction of developments; and

**WHEREAS**, the Commission finds the ordinance is exempt from the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines section 15061(b)(3), as well as it is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by allowing certain existing signs to be amortized over a longer period of time, bundling of permits, and changing the approval period of conditional use permits and variances, and other minor changes to the Municipal Code, pursuant to CEQA Guidelines sections 15307 and 15308.

**WHEREAS**, on June 2, 2020, the City of King Planning Commission ("Commission") conducted a public hearing to consider the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to the support the ordinance, the Commission recommended the City Council ("Council") approve the proposed ordinance; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Planning Commission of the City of King adopts Resolution No. 2020-281 which recommends the City Council adopt the Ordinance to amended Chapter 17.55 and Chapter 17.64 of the Municipal Code, attached as **Exhibit 1**.

This resolution was passed and adopted this **2nd day of June 2020**, by the following vote:

AYES: *Nuck, Mendez, Saunders*

NAYS:

ABSENT: *Avalos*

ABSTAIN:

*David Nuck*  
\_\_\_\_\_  
DAVID NUCK, CHAIRPERSON

ATTEST: *Erica L. Sonne*  
\_\_\_\_\_  
ERICA SONNE, SECRETARY TO THE PLANNING COMMISSION

## ORDINANCE NO. 2020-792

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING AMENDING TITLE 17, CHAPTER 17.55, SECTIONS 17.55.070, 17.55.080, AND 17.55.110, AND AMENDING CHAPTER 17.64, SECTIONS 17.64.020, 17.64.030, 17.64.040, 17.64.050 AND 17.64.060 OF THE KING CITY MUNICIPAL CODE**

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

**WHEREAS**, on June 2, 2020, the City of King Planning Commission ("Commission") conducted a public hearing to consider the proposed ordinance, and after considering public testimony, the staff report and all submitted evidence to the support the ordinance, the Commission recommended the City Council ("Council") [approve/deny] the proposed ordinance; and

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

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

**WHEREAS**, the Council finds that increasing the amortization period from seven (7) years to twenty-five (25) years from January 2009 for the original value of signs of more than \$3,000 is needed to promote economic development; and

**WHEREAS**, the Council finds that prohibiting any sign, other than public signs, from being placed within a public-right-of-way minimizes liability for damages arising from said signs; and

**WHEREAS**, the Council finds that allowing conditional use permits and associated applications to be valid for two (2) years with one (1) one-year extension is reasonable because it will provide applicants more time to constructed needed projects; and

**WHEREAS**, the Council finds that bundling of applications will help ensure the smooth processing and construction of developments; and

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

**WHEREAS**, on June 23, 2020, the Council conducted a public hearing to consider the Commission's recommendation, and after considering public testimony, the staff

report and all submitted evidence, the Council now desires to approve the proposed ordinance.

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

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

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

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

**SECTION 4.** An environmental determination the Ordinance is exempt from the California Environmental Quality Act ("CEQA") as it can be seen with certainty that there is no possibility that it will have a significant effect on the environment pursuant to CEQA Guidelines section 15061(b)(3), as well as it is also exempt because it consists of regulations and restrictions on activities to assure the maintenance, restoration, or enhancement of natural resources and the environment by allowing certain existing signs to be amortized over a longer period of time, bundling of permits, and changing the approval period of conditional use permits and variances, and other minor changes to the Municipal Code, pursuant to CEQA Guidelines sections 15307 and 15308.

**SECTION 5. CHAPTER 17.55 SIGNS**

**17.55.070 Prohibited signs.**

All signs not expressly authorized by this chapter shall be prohibited. Prohibited signs include the following:

- (g) Any sign, other than public signs, placed within a public right-of-way, ~~except as provided by Section 17.55.080(d) (Private signs placed within the public right-of-way);~~

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

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

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

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

~~(B) Temporary local community signs may be approved by the director or designee without a sign permit for events up to a maximum duration of seven (7) days.~~

~~(i) — Size. The sizes shall be no larger than twenty (20) square feet.~~

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

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

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

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

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

#### **17.55.110 Nonconforming signs.**

A nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this chapter. These sign regulations, Chapter 17.55, are deemed not more restrictive than the previous sign regulations in force at the time of the adoption of these sign regulations. Pursuant to the Business and Professions Code Section 5491.1, any city or county adopting or amending any ordinance or regulation that regulates or prohibits the use of any on-premises advertising display that is more restrictive than existing law, shall include provisions in that ordinance or regulation for the identification and inventorying of all displays within its territorial limits that are determined to be illegal or abandoned pursuant to the law that is in effect prior to the adoption of, or amendment to, the ordinance or regulation. It is the applicant's responsibility to demonstrate that the sign was legally established.

(a) General Requirements. A nonconforming sign shall not be:

(1) Changed to another nonconforming sign;

(2) Structurally altered to extend its useful life;

(3) Enlarged;

- (4) Re-established after a business is discontinued for ninety (90) days;
- (5) Re-established after damage or destruction to fifty (50%) percent or more of the value of the sign, or its components, as determined by the chief building official;  
or
- (6) Any nonconforming sign shall lose its legal nonconforming status immediately following the expiration of the ninety (90) day period that the business was discontinued and shall be removed and replaced with a conforming sign, requiring a new sign permit approval.

(b) Amortization. Signs that lawfully existed and were maintained and became nonconforming after adoption of this chapter in January of 2009, shall be removed or made to conform based on the following schedule:

<b>If the Original Value of the Sign is</b>	<b>Amortization Period (in years)</b>
Less than \$499	2
\$500 to \$1,499	3
\$1,500 to \$2,999	5
More than \$3,000	25

- (1) The time periods shall commence on the effective date of the ordinance codified in this chapter in January of 2009;
- (2) If more than one sign on a premises is or becomes nonconforming, the cost of all such nonconforming signs shall be aggregated for the purpose of determining the amortization period;
- (3) The owner or user of a nonconforming sign shall, upon written request of the department, furnish acceptable proof of the initial cost in the form of:
  - (A) An original bill of sale,
  - (B) A description schedule from state or federal income tax returns, or
  - (C) A written appraisal by a sign manufacturer.
- (4) The owner or user of a nonconforming sign shall appeal, in writing, for a longer amortization period to the commission within fifteen (15) calendar days of the date of actual service of the director's notice; if served by mail, shall be deemed served three (3) calendar days after the postmarked date on the envelop. The written appeal shall be served upon the city clerk. The commission shall provide the appellant with notice of its decision relating to the appeal. The owner or user of a nonconforming sign shall file an appeal with the city clerk within fifteen (15) calendar

days of the date of actual service. If the commission's decision is served by mail, the date of actual service shall be three calendar days after the postmarked date on the envelop. The city council may consider the appeal de novo. The city council may reverse, affirm wholly or partly, or modify the decision of the commission. The decision of the city council on any such appeal shall be final on adoption of an order containing its determination. If the city council fails to act within seven (7) calendar days following the hearing of the appeal, the action of the commission shall be deemed final, unless this time period is extended by mutual consent of the appellant and the city council. (Ord. 747 § 3, 2017)

## **SECTION 6: CHAPTER 17.64 PERMITS AND VARIANCES—COUNCIL ACTION**

### **17.64.020 Permits and variances effective when.**

No conditional use permit or permits granting a variance permit shall have any force or effect until the applicant has agreed in writing to the conditional of approvals/mitigation measures, if applicable thereof actually receives such permit designating the conditions of its issue thereon and signed by the city clerk. (Ord. 354 § 8.3.1, 1973)

### **~~17.64.030 Void if not used within specified time.~~**

~~Any use permit or variance granted in accordance with the terms of this title shall be null and void if not used within one year from the date of the approval thereof or within any shorter period of time, if so designated by the planning commission. (Ord. 652 § 9, 2004; Ord. 354 § 8.3.2, 1973)~~

### **17.64.030 Expiration of approvals and extensions of time ~~Void if not used within specified time.~~**

Any conditional use permit and or variance associated with the conditional use permit and granted in accordance with the terms of this title shall be null is valid for two years following the date on which the permit(s) or approval(s) is grant. If a building permit has not been issued within this time period, the conditional use permit and associated variance, if applicable, automatically expires. Extensions may be granted in twelve (12) month increments and may not exceed a total of three (3) years from the original date of expiration unless otherwise permitted by law. The request for an extension application must be submitted to the City prior the expiration date.

A variance permit without an associated conditional use permit shall be used within one year following the date on which the permit is granted. No extensions of times are allowed.

An extension of time may be issued for projects described above. Approvals for which the planning commission or city council has the authority to grant may only be extended by the final approving bodies.

~~and void if not used within one year from the date of the approval thereof or within any shorter period of time, if so designated by the planning commission. (Ord. 652 § 9, 2004; Ord. 354 § 8.3.2, 1973)~~

**17.64.040 Consideration of concurrent applications (new section).**

Where approval authority rests with the community development director for projects being processed pursuant to the provisions of this title, and one or more related cases with approval authority vested at the planning commission or city council are being processed concurrently, approval authority for all permits, licenses and approvals shall rest with the planning commission or city council, respectively; and the community development directors review shall be in the form of a recommendation to the planning commission or city council.

Where approval authority rests with the planning commission for projects being processed pursuant to the provisions of this title, and one or more related cases with approval authority vested at the city council are being processed concurrently, approval authority for all permits, licenses and approvals shall rest with the city council; and the planning commission's review shall be in the form of a recommendation to the city council.

**17.64.050 Revocation—Grounds (formerly section 17.64.040).**

Any conditional use permit or variance granted in accordance with the terms of this title may be revoked by the planning commission in the manner hereinafter set forth, if any of the conditions or terms of such permits are violated, or if the following findings are made:

- (1) In Connection With Conditional Use Permits. The continuance of the use would be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such use, or would be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the city.
- (2) In Connection With Variances. Continued relief from the strict application of the terms of this title would be contrary to the public interest, safety, health and welfare. (Ord. 652 § 9, 2004; Ord. 354 § 8.3.3, 1973)

**17.64.060 Revocation—Hearing (formerly section 17.64.050).**

Before the revocation of any permit, the planning commission shall hold a hearing thereon after giving written notice thereof to the permittee at least ten (10) calendar days in advance of such hearing. (Ord. 652 § 9, 2004)

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

I **HEREBY CERTIFY** that the foregoing ordinance was introduced by the City Council after waiving the reading, except by Title, at a regular meeting thereof held on the 23 day of June 2020, and adopted the ordinance after the second reading at a regular meeting held on the 14 day of July 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 indicted herein.



Item No. 9(H)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
/SUCCESSOR AGENCY TO THE FORMER COMMUNITY  
DEVELOPMENT AGENCY OF THE CITY OF KING**

**FROM: MIKE HOWARD, FINANCE DIRECTOR**

**RE: CONSIDERATION OF CONTRACT FOR ANNUAL AUDITING  
SERVICES**

**RECOMMENDATION:**

It is recommended that the City Council adopt and the Successor Agency to the Former Community Development Agency of the City of King adopt a Joint Resolution approving and authorizing the City Manager to execute a contract with Bryant L. Jolley, CPA, to perform annual auditing services for 3 years at a cost not to exceed \$105,500 for the 3-year period.

**BACKGROUND:**

Bryant L. Jolley, CPA has been the audit firm for the City of King for the past several years and their contract expired with the financial audit for FY 2018-19. In April 2020 Staff developed a Request For Proposals (RFP) for Professional Auditing Services. The RFP was reviewed by the City Attorney prior to distribution. At the same time, an RFP for Professional Auditing Services was prepared and sent out for the City of Soledad and the City of Gonzales. On April 24, the RFP for Professional Auditing Services was distributed to several firms with offices in the Bay Area and local area. Additionally, the RFP was posted on the City's website. Firms that received a direct copy of the RFP are the following; Moss-Levy-Hartzheim, Hayashi Wayland, Eide Baily, LLP (Formerly Vavrinek, Trine, Day & Co. LLP), Crowe LLP, Maze & Associates, Cropper Accountancy Corp., KPMG, Deloitte, and Bryant L. Jolley, CPA. All of the mentioned firms are engaged in governmental audits.

Responses to the RFP were due on May 29, 2020. A reminder notice went out to the previous mentioned firms on May 25, 2020. Bryant L. Jolley, CPA was the only firm to respond to the RFP for Professional Auditing Services on or before the due date. There were also no late responses to consider. Reasons that some firms did

**CITY COUNCIL  
CONSIDERATION OF CONTRACT FOR ANNUAL AUDITING SERVICES  
JULY 14, 2020  
PAGE 2 OF 3**

not respond was related to COVID-19 and the uncertainty of the performance of the engagements. After consulting with the City Attorney regarding the lack of responses and the efforts made by staff to solicit responses, staff recommends moving forward with award of the contract.

**DISCUSSION:**

Bryant L. Jolley, CPA has been very instrumental in assisting the city through some difficult times. This firm has working knowledge of operations within the City of King, which provides some efficiencies to completing the City's audit in a timely manner. To ensure that the City has different auditors auditing our financial statements, Bryant L. Jolley, CPA has recently hired new staff members and will rotate the "Auditor in Charge" position through different staff to make sure a "fresh set of eyes" are determining the selected items for audit and review.

Staff reviewed with the Bryant L. Jolley firm the findings in their most recent Peer Review that was submitted with their proposal. There were three findings listed, and after review with the firm, all findings were related to a single benefits audit previously performed by the firm. There were no findings related other audit work performed related to the various City or District audits completed by the Bryant L. Jolley firm. Since that Peer Review, the firm has made the decision to discontinue performing audit services for the mentioned benefit plan.

Additionally, the Bryant L. Jolley firm will include in its pricing the financial audit necessary for the Measure X reporting due by December 31 annually. They will also continue to include the GASB 68 calculations and journal entries, something that other firms will not do or charge extra for.

The contract includes the ability to break out the service for a Single Audit reporting when required. Therefore, the "not to exceed" cost includes all services, but the City's actual cost will be lower if some of the services are not required. In addition, the Bryant L. Jolley firm has offered a significant discount to all three cities, King City, Soledad and Gonzales, for an engagement with all three cities in the first and second years of the agreement recognizing that local government has been significantly impacted by COVID-19 and the Shelter-in-Place orders. The first-year discount amounts to \$4,000 or 11% over the FY 2018-19 rate and the second year discount is \$1,000 or 2.8%. Due to the auditors' knowledge and understanding of the City and local area, staff believes they will continue to be a good fit to provide continuity to our annual financial audit.

**CITY COUNCIL  
CONSIDERATION OF CONTRACT FOR ANNUAL AUDITING SERVICES  
JULY 14, 2020  
PAGE 3 OF 3**

**COST ANALYSIS:**

Staff recommends entering into a contract for three (3) years at a cost not to exceed \$31,000 for Fiscal Year ending June 30, 2020; \$34,000 for Fiscal Year ending June 30, 2021; and \$40,500 for Fiscal Year ending June 30, 2022, with the option to extend an additional two years at the rates included in the amended rates. The proposed audit fees have been appropriated in the current budget with expenditures coming from the General Fund, Gas Tax, Successor Agency, and Enterprise Funds.

**ENVIRONMENTAL REVIEW:**

The acceptance of the Audited Financial Statements is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

**ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Adopt the Resolution;
2. Modify the Resolution;
3. Do not adopt the Resolution, however failure to do so will delay the financial audit planning for FY 2019-20; or
4. Provide staff other direction.

**Exhibits:**

1. Resolution No. 2020-4774
2. Bryant L. Jolley, CPA Contract with Amended Costs.

Submitted by:



Mike Howard, Finance Director

Approved by:



Steven Adams, City Manager

RESOLUTION NO. 2020-4774

**A JOINT RESOLUTION OF THE CITY COUNCIL AND SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF KING AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT WITH BRYANT L. JOLLEY, CPA, TO PERFORM ANNUAL AUDITING SERVICES FOR THREE YEARS, AT A COST NOT TO EXCEED \$105,500**

**WHEREAS**, at this time, the engagement with Bryant L. Jolley CPA has ended: and

**WHEREAS**, In April 2020 Staff issued a Request For Proposal (RFP) for Professional Auditing Services which was sent to several Bay Area and local firms as well as posted on the City’s website with a deadline to reply of May 29, 2020; and

**WHEREAS**, Only the Bryant L Jolley, CPA firm replied to the Request for Proposal; and

**WHEREAS**, Staff recommends entering into a contract for three (3) years at a cost of \$31,000 for Fiscal Year ending June 30, 2020; \$34,000 for Fiscal Year ending June 30, 2021; and \$40,500 for Fiscal Year ending June 30, 2020, along with an option to extend an additional two years; and

**NOW THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of King that the Engagement between the City of King, the Successor Agency to the Community Development Agency and Bryant L. Jolley, CPA, a copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein, is hereby approved. The City Manager is hereby authorized to execute this Agreement on behalf of the City of King and the Successor Agency to the Community Development Agency.

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

**AYES**, and in favor thereof, Councilmembers:

**NOES**, Councilmembers:

**ABSTAIN**, Councilmembers:

**ABSENT**, Councilmembers:

\_\_\_\_\_  
Michael LeBarre, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Roy Santos, City Attorney

**CITY OF KING  
CONTRACT PROFESSIONAL SERVICES AGREEMENT**

THIS CONTRACT PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into on \_\_\_\_\_, 2020, by and between the CITY OF KING, a municipal corporation ("City") and Bryant L. Jolley, CPA (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 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 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.

1.5 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 "A" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "A" and any other provisions of this Agreement, the provisions of Exhibit "A" shall govern.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference, but not exceeding the maximum contract amount of \$105,000 (One Hundred Five Thousand Dollars) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "A", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

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

### **3. PERFORMANCE SCHEDULE**

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions,

riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for two additional one-year terms.]

#### **4. COORDINATION OF WORK**

4.1 Representative of Consultant. Ryan Jolley 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. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain,

provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) 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 include all of the requirements stated herein.

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

## 5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities

provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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

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

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

### **6.3 Confidentiality and Release of Information**

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

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

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

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

proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

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

\_\_\_\_\_  
Mike LeBarre, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Roy C. Santos, City Attorney

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**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 \_\_\_\_\_, 2020 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.

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

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



**EXHIBIT "A"**

**SCOPE OF SERVICES**

See attached Proposal to Provide Professional Auditing Services





Item No. 9(1)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 14, 2020**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
SUCCESSOR AGENCY TO THE FORMER COMMUNITY  
DEVELOPMENT AGENCY OF THE CITY OF KING**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF EXTENSION OF EXCLUSIVE  
AUTHORIZATION TO SELL AGREEMENT FOR PROPERTY AT  
1023 BROADWAY STREET**

---

**RECOMMENDATION:**

It is recommended that the City Council/Successor Agency to the Community Development Agency of the City of King: 1) approve the Second Amendment extending the Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in the sale of the property at 1023 Broadway Street; and 2) authorize the City Manager to execute the Agreement and make any non-substantive changes as necessary as approved as to form by the City Attorney.

**BACKGROUND:**

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

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

**CITY COUNCIL CLOSED SESSION  
CONSIDERATION OF EXTENSION OF EXCLUSIVE AUTHORIZATION TO  
SELL AGREEMENT FOR PROPERTY AT 1023 BROADWAY STREET  
JULY 14, 2020  
PAGE 2 OF 3**

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 a hotel development. At its July 9, 2019 meeting, the Successor Agency approved an amendment to the Purchase and Sale Agreement, reducing the purchase price to help make the project economically viable. Escrow was originally scheduled to close March 9, 2020, but City Council approved an extension to September 8, 2020 due to delays caused by COVID-19. Per the terms of the agreement, the City Manager may also further extend it to November 8, 2020.

In order to complete the sale, the City Council approved a First Amendment extending the Exclusive Authorization to Sell Agreement with Kosmont Realty Corporation to represent the Successor Agency in the sale of the property at the March 26, 2019 meeting. Due to the extension of the Purchase and Sale Agreement, it is recommended to approve a Second Amendment extending it again in order to provide time to complete the sale.

**DISCUSSION:**

The consultants have provided an extensive amount of statewide outreach and marketing of the site to hotel developers and retail businesses. These services are above and beyond what would normally be provided by a realtor since they are also an economic development consultant firm. Staff believes continuing their services is important in order to complete a successful sale and project. A backup offer was also received from another potential buyer. Therefore, the services of the consultants would also be necessary to move forward if the escrow is not closed.

**COST ANALYSIS:**

The total commission for the sale is currently 6% or a minimum of \$64,000, whichever is greater. The \$64,000 represents 6% or the current sales price of \$1,065,000. This will be paid from the proceeds of the sale. Therefore, there is no impact to the City's budget.

**ENVIRONMENTAL REVIEW:**

The agreement is not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, 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.

**CITY COUNCIL CLOSED SESSION  
CONSIDERATION OF EXTENSION OF EXCLUSIVE AUTHORIZATION TO  
SELL AGREEMENT FOR PROPERTY AT 1023 BROADWAY STREET  
JULY 14, 2020  
PAGE 3 OF 3**

**ALTERNATIVES:**

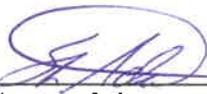
The following alternatives are provided for Council consideration:

1. Approve staff's recommendations;
2. Modify and approve the Authorization to Sell Agreement;
3. Do not approve the Agreement and direct staff to solicit new proposals; or
4. Provide staff other direction.

Exhibits:

1. Second Amendment to Exclusive Authorization to Sell Agreement

Submitted and Approved by:

  
\_\_\_\_\_  
Steven Adams, City Manager

SECOND AMENDMENT TO EXCLUSIVE AUTHORIZATION TO SELL AGREEMENT  
(1023 BROADWAY STREET, KING CITY; APN 026-391-025-000)

This Second Amendment to Exclusive Authorization to Sell Agreement ("Second Amendment") is effective April 9, 2020 and shall remain in effect through April 9, 2021, and is entered into by the Successor Agency to the Community Development Agency for the City of King ("Owner" or "Seller") and Kosmont Real Estate Services, doing business as Kosmont Realty, a California corporation ("KRES" or "Broker"). The City and KRES are collectively referred to herein as the Parties.

Section 1. The Parties entered into an Exclusive Authorization to Sell Agreement ("Exclusive Authorization") for the property located at 1023 Broadway Street in the City designated as Assessor Parcel Number 026-391-025-000 ("Property"). A true copy of said Exclusive Authorization is attached hereto as Exhibit A.

Section 2. The Parties entered into a First Amendment to the Exclusive Authorization ("First Amendment") for the Property on March 27, 2019. The term of the First Amendment was for the period of April 9, 2019 to April 9, 2020. A true copy of said First Amendment is attached hereto as Exhibit B.

Section 2. The Parties hereby agree to extend the Exclusive Authorization term under this Second Amendment such that the new term shall be from April 9, 2020 to April 9, 2021.

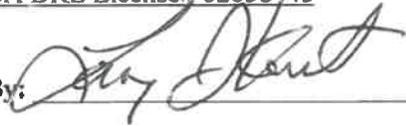
Section 3. Except as amended by this Second Amendment, all provisions of the Exclusive Authorization and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Broker have caused this Second Amendment to be executed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Broker:**  
Kosmont Real Estate Services,  
a California corporation

**Owner:**  
Successor Agency to the City of King  
Community Development Agency

CA DRE License# 02058445

By:  \_\_\_\_\_

By: \_\_\_\_\_

Date: JUNE 19, 2020 \_\_\_\_\_

Date: \_\_\_\_\_

**Address:**  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, CA 90266

**Address:**  
212 S. Vanderhurst Avenue  
King City, CA 93930



Item No. 9(J)

**REPORT TO THE CITY COUNCIL**

**DATE: JULY 11, 2020**

**TO: CITY COUNCIL**

**FROM: STEVEN ADAMS, CITY MANAGER**

**RE: CONSIDERATION OF APPOINTMENT TO THE PLANNING COMMISSION**

**RECOMMENDATION:**

It is recommended the City Council adopt a Resolution appointing Paulette Bumbalough to the Planning Commission.

**BACKGROUND:**

According to the Municipal Code, the Mayor, City Manager and Commission or Committee Chair shall recommend appointments to all boards and commissions. All appointments shall then be made by the City Council by resolution.

**DISCUSSION:**

There is currently a vacancy on the Planning Commission to fill the seat previously held by Domingo Uribe. The term is scheduled to expire on March 21, 2021. The vacancy was advertised consistent with the City's procedures. Two applications were received. The Mayor, City Manager and Chair reviewed the applications, conducted interviews and recommends the appointment of Paulette Bumbalough. Ms. Bumbalough meets the requirements of the Planning Commission membership.

**COST ANALYSIS:**

There is no cost impact from the recommended action.

**ENVIRONMENTAL REVIEW:**

Appointments are not considered a project for the purposes of CEQA and have no potential for resulting in either a direct or indirect impact to the environment.

**CITY COUNCIL  
CONSIDERATION OF APPPOINTMENT TO THE PLANNING COMMISSION  
JULY 11, 2020  
PAGE 2 OF 2**

**ALTERNATIVES:**

The following alternatives are presented for Council consideration:

1. Approve the appointment;
2. Request to review both applications and then select an appointment;
3. Request the vacancy be re-advertised; or
4. Provide other direction to staff.

Exhibits:

1. Paulette Bumbalough Application

Prepared and Approved by:



---

Steven Adams, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF CITY COUNCIL OF CITY OF KING, CALIFORNIA APPOINTING  
PAULETTE BUMBALOUGH TO THE PLANNING COMMISSION**

**WHEREAS**, consistent with the State Law, City of King Municipal Code and City Charter, City Council has the authority to appoint Planning Commission Members for the City of King; and

**WHEREAS**, there is currently one vacancy on the Planning Commission; and

**WHEREAS**, the vacancy was duly publicized to the community; and

**WHEREAS**, applications were received, which were reviewed per the process set forth in the King City Municipal Code for appointment of Commission vacancies; and

**WHEREAS**, appointment of Paulette Bumbalough to the Planning Commission was recommended by the Mayor, City Manager and Commission Chair.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of King, California that Paulette Bumbalough is hereby appointed to the City of King Planning Commission.

**PASSED AND ADOPTED** at a regular meeting of the City Council on the 11<sup>th</sup> day of July, 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



**CITY OF KING  
APPLICATION**

**FOR APPOINTMENT TO  
COMMISSIONS, COMMITTEES, AND BOARDS**

Please print or type the following information:

Name: PAULETTE BUMBALOUGIT

Address: 216 GROVE PL KC

Telephone (day): 831 214 0742 fax/e-mail (optional) —

Commission/Committee/Board applying for: PLANNING COMMISSION

Describe your interest in becoming a member of this commission/committee/board:

I WOULD LIKE TO BE MORE ACTIVE IN OUR  
CITY'S DECISION MAKING AND PART OF OUR CITY'S  
FUTURE. ALSO WANT TO BE CLOSER TO KNOW &  
HEAR THE REAL & TRUE INFO & NOT RUMORS.

Background relevant to this commission/committee/board:

RETIRED HARTNELL ADMINISTRATOR, PAST HS AND MEE  
BOARD MEMBER, ACTIVE IN NON PROFITS IN SOUTH COUNTY,  
ROTARY, GRACE LUTHERAN CHURCH

Other comments:

I'M VERY PLEASED WITH CITY'S PROGRESS AND  
LEADERS.

Paulette Bumbalougit  
Applicant's Signature

6/9/2020  
Date



Item No. 9(K)

REPORT TO THE CITY COUNCIL

**DATE:** JULY 14, 2020  
**TO:** CITY COUNCIL  
**FROM:** STEVEN ADAMS, CITY MANAGER  
**RE:** CONSIDERATION OF CRITERIA FOR MULTI-FAMILY RESIDENTIAL WASTEWATER RATES

---

**RECOMMENDATION:**

It is recommended the City Council adopt a Resolution applying multi-family wastewater rates to any property with three or more housing units.

**BACKGROUND:**

In May 2019, the City Council adopted a Wastewater Rate Study and Plan, which will gradually increase rates over a 6-year period to help fund needed wastewater treatment plant and collection system improvements. One of the changes in the new rate structure created a lower rate over time for multi-family units since they typically utilize less wastewater capacity.

The City contracts with California Water Service Company ("Cal Water") for billing services for wastewater charges. They are currently updating their system and have requested direction on what criteria to utilize in determining which properties should be billed a multi-family residential rate.

**DISCUSSION:**

According to the Cal Water representative, the City's direction on how multi-family units have been defined for the purpose of wastewater billing has changed over time. However, it has not impacted rates until now because the same rate was formerly charged to single-family and multi-family units. Staff believes it is important to formally approve and document this criteria so it is applied consistently in the future.

The City's Municipal Code defines multi-family as any property with 4 or more units. Therefore, a duplex or triplex would still be defined as single family units.

**CITY COUNCIL  
CONSIDERATION OF CRITERIA FOR MULTI-FAMILY RESIDENTIAL  
WASTEWATER RATES  
JULY 14, 2020  
PAGE 2 OF 3**

However, Cal Water's system has been programmed to treat any property with three or more units as multi-family. It would be preferable to have consistent definitions with the Municipal Code, but treating triplexes as multi-family units for wastewater accounts would meet the intent of the rates because these units are likely to be smaller and provide lower amounts of sewer discharge.

The difference between the single-family rate and the multi-family rate is \$4.20 per month, but this will increase to \$16.28 by 2024. Therefore, it could eventually be a meaningful cost difference in the future. However, there would be a significant cost and time involved in reprogramming the billing system for those units, which would result in an additional increase for those accounts falling within this category. Since Cal Water provides the City's billing services and water and sewer rates are combined, utilizing the Municipal Code definition would place properties with triplexes in two different rate categories on the same invoice. The City also does not have an inventory of triplexes, so it would be labor intensive to prepare an accurate list of which properties need to be adjusted.

**COST ANALYSIS:**

Since the City does not have an inventory of triplex properties, staff was unable to identify an accurate projection of what the financial impact would be of this decision. However, it is likely less than \$10,000 annually for several years. The cost to adjust the system and develop an accurate inventory is estimated to be over \$50,000. Therefore, it may take at least 10 years to recover the costs involved in the conversion. Meanwhile, staff believes utilizing Cal Water's definition of multi-family units is consistent with the data utilized in the recent Wastewater Rate Study, which means the recommended action will likely have no impact on current revenue projections for the next few years.

**ENVIRONMENTAL REVIEW:**

Rates are not considered a "project" for the purposes of the California Environmental Quality Act (CEQA). Therefore, this item 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 presented for Council consideration:

1. Adopt the Resolution;

**CITY COUNCIL  
CONSIDERATION OF CRITERIA FOR MULTI-FAMILY RESIDENTIAL  
WASTEWATER RATES  
JULY 14, 2020  
PAGE 3 OF 3**

2. Request staff to draft an alternative Resolution, which would adopt the City Municipal Code definition of multi-family rates;
3. Do not adopt the Resolution; or
4. Provide staff other direction.

Prepared and Approved by:



---

Steven Adams, City Manager

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KING  
ESTABLISHING CRITERIA FOR MULTI-FAMILY WASTEWATER RATES**

**WHEREAS**, the City Council has authority over setting Wastewater Rates; and

**WHEREAS**, the City Council adopted a Wastewater Rate Study and Plan in May 2019 setting rates for a 6-year period; and

**WHEREAS**, the City contracts with California Water Service Company for billing services for wastewater charges; and

**WHEREAS**, the Wastewater Rate Study and Plan establishes a lower rate for multi-family residential units due to projected lower use of capacity of the wastewater collection and treatment system; and

**WHEREAS**, it is necessary to establish criteria for wastewater rate categories to ensure all accounts are being charged accurately and fairly.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the City Council of the City of King hereby defines multi-family wastewater rate accounts to be any unit on a property of 3 or more units.

This resolution was passed and adopted this **11<sup>th</sup>** day of **July 2020** by the following vote:

**AYES**, Council Members:

**NAYS**, Council Members:

**ABSENT**, Council Members:

**ABSTAIN**, Council Members:

**APPROVED:**

\_\_\_\_\_  
Mike LeBarre, Mayor

**ATTEST:**

\_\_\_\_\_  
Steven Adams, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Roy Santos, City Attorney