AGENDA

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

TUESDAY SEPTEMBER 8, 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:

1) *Copy and paste the full link highlighted below into your internet browser* to Join Zoom Meeting
https://us02web.zoom.us/j/89790587025?pwd=VS9ZR29NNUJFbEcydVhxUmRrOGJqQT09

2)-OR- Call the following number +16699009128
Meeting ID: 897 9058 7025
and put in Passcode: 960911

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

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 August 25, 2020 Council Meeting
Recommendation: approve and file.

B. Consideration: City of King Check Register August 15, thru August 31, 2020
Recommendation: receive and file.

C. Consideration: Successor Agency Check Register August 15, thru August 31, 2020
Recommendation: receive and file.

D. Consideration: Accessory Dwelling Units Ordinance
Recommendation: Conduct the second reading, by title only, and adopt Ordinance No. 2020-796 repealing Title 17, Chapter 17.47 and replacing it with new Chapter 17.47 regulating the development of Accessory Dwelling Units ("ADU").

E. Consideration: Award of Contract for Mesa Del Rey Airport FBO Hangar Roof Replacement Project
Recommendation: award a contract to Mill Construction in the amount $64,980 plus $6,498 (10%) contingencies in the total amount of $71,478 for the Mesa Del Rey Airport FBO Hanger Roof Replacement project.

10. PUBLIC HEARINGS

None

11. REGULAR BUSINESS

A. Consideration: Implementation Plan for the Fats, Oil and Grease Program
Recommendation: approve the implementation plan for the Fats, Oils and Grease (FOG) program establishing a permitting and inspection program for applicable food serving establishments (FSE's).

B. Consideration: Covid-19 Status Report
Recommendation: 1) receive the status report on City COVID-19 related activities; 2) provide staff direction on any additional actions requested.

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.

None

13. ADJOURNMENT

City Council Meeting
August 25, 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), Council member Darlene Acosta (by video conference) (by video conference), Rob Cullen (by video conference), Carlos DeLeon (by video conference), Mayor Pro Tem Carlos Victoria (by video conference).

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:

A. Jacob's Heart Proclamation presented by Mayor LeBarre- Declaring September Childhood Cancer Awareness Month accepted by Mariela Medina.

B. Kelsey Scanlon, County of Monterey, Presentation on Countywide Hazard Mitigation Plan Process is unable to make the meeting because of the fires and will come at a later date.

6. PUBLIC COMMUNICATIONS:

None

7. COUNCIL COMMUNICATIONS:

Council Member DeLeon stated he had nothing to report.

Council Member Cullen stated Solid Waste Authority had their meeting last Thursday. Still trying to resume discussion with Salinas. Rotary meeting tomorrow Sheriff Steve Bernal will be guest speaking. He got his flu shot at Rite-aid encouraging others.

Mayor Pro Tem Victoria commended the City on helping the County with the fires happening. Thanked TJ Plew for the use of the fairgrounds as well.

Council Member Acosta stated she had nothing to report.

Mayor LeBarre stated Cal EOS and CAL Fire started their briefings and he will start to attend. This Friday the Mo. Co. Resources Agency will have their strategic planning meeting and thanked for the Fairgrounds always being there to help.

8. CITY STAFF REPORTS AND COMMENTS:

City Manager Steven Adams stated he wanted to thank the Fairgrounds for their help and mentioned that they are part of the emergency plan for the city and the Library will be open a few hours for evacuees. Mesa Del Rey Airport is being used for the fires a well with up to 8 helicopters in and out of the airport.

City Attorney Roy Santos apologized for his tardiness as he was in the wrong meeting link.

9. CONSENT AGENDA

A. Consideration: Meeting Minutes of August 11, 2020 Council Meeting
B. Consideration: City of King Check Register August 1, thru August 15, 2020
C. Consideration: Successor Agency Check Register August 1, thru August 15, 2020
D. Consideration: An Ordinance Adding Chapter 15.52 to Title 15 of the King City Municipal Code Pertaining to Use of Recycled Water in Industrial Districts for Cannabis Cultivation Business and Landscape Irrigation

Action: Motion to approve consent agenda items A-D by Victoria and seconded by DeLeon.

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

10. PUBLIC HEARINGS:

A. Consideration: Accessory Dwelling Unit Ordinance

Community Development Director Liberto introduced this item.
Assistant Planner Erik Berg-Johansson further introduced this item.
City Attorney Santos further introduced this item.

City Manager Adams stated that parking is an issue however there is not a lot that the State will allow the City to do.

Mayor LeBarre read the title of the ordinance into the record

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

Action: Motion to set the second reading and adoption for the next regularly scheduled Council meeting on September 8, 2020 by Cullen and seconded by Victoria.

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

11. REGULAR BUSINESS:

A. Consideration: Land Use Element Community Survey

Community Development Director Liberto introduced this item.
Assistant Planner Erik Berg-Johansson further introduced this item.

City Council feels that more people participated and for the most part were happy with what is happening.

B. Consideration: Direction to Staff Regarding Restrictions on Locating Cannabis Retail Storefront Dispensaries Adjacent to Residential Properties

City Manager Adams introduced this item.

Ron Glantz stated that he appreciates the consideration of changing the ordinance.

Action: Motion to prepare an Ordinance amending the restrictions on locating cannabis retail storefront dispensaries adjacent to residential properties by DeLeon and seconded by Acosta.

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

C. Consideration: Covid-19 Status Report

City Manager Adams introduced this item.

Mayor LeBarre thanked the community for participating in following guidelines of wearing masks, 6ft. apart and wash your hands. Multi-generational households need to make sure they don't take it home to older generations.

Council member DeLeon is hearing of smaller businesses sneaking people into the back when they are supposed to be shut down for cleaning. He would like to see monitoring on that and more enforcement.

Council member Cullen would like to have a copy of the flyer for the bounce houses sent by the county sent out to City Council. He also asked if the Strike teams visited our town.

Council member Victoria would like to see the businesses follow the rules. He would like to see the complaints reported to the City staff so it can be handled in a professional way.

City Attorney Santos went over the Governor's new order from yesterday. Most of them relate to financial assistance. Defined "eligible beneficiaries" for purposes of CSBG-funded services in California shall include all individuals living in households with incomes up to 200 percent of the Federal Poverty Level. Through June, 30, 2021 or the termination of the State of Emergency, whichever is sooner, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall (to the extent consistent

with the federal time limits set forth in 45 C.F.R. § 264.1 and other applicable provisions of federal law) not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Notwithstanding Revenue & Taxation Code section 19542 or any other provision of law, the Franchise Tax Board may disclose individual income tax return information for taxable years beginning on or after January 1, 2018, and before January 1, 2020, to DSS for the purpose of informing individuals of financial assistance available under section 2201 of the CARES Act (concerning 2020 Recovery Rebates for individuals). Except as expressly provided in this paragraph or as otherwise provided by law, such tax return information shall remain confidential. The Department of Public Health may, for the duration of the state of emergency proclaimed in response to COVID-19, waive any of the licensing and staffing requirements set forth in Chapters 8 and 8.6 of Division 2 of the Health and Safety Code and any accompanying regulations with respect to any home health agency and any pediatric day health and respite care facility.

12. CITY COUNCIL CLOSED SESSION

None

ADJOURNMENT:

Mayor LeBarre adjourned the meeting at 7:01p.m. on a motion by Victoria and seconded by Cullen.

Approved Signatures:

Mayor, Michael LeBarre
City of King

City Clerk, Steven Adams
City of King

KING CITY
CALIFORNIA

Item No. 9(B)

REPORT TO THE CITY COUNCIL

DATE: **SEPTEMBER 8, 2020**

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

FROM: **MIKE HOWARD, FINANCE DIRECTOR**

RE: **CONSIDERATION OF CITY OF KING CHECK REGISTER AUGUST 15 THRU AUGUST 31, 2020**

RECOMMENDATION:

It is recommended City Council receive and file.

BACKGROUND:

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

DISCUSSION:

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

COST ANALYSIS:

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

ENVIRONMENTAL REVIEW:

No Environmental Review required for this item.

ALTERNATIVES:

The following alternatives are provided for Council consideration:

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

Exhibits:
1. Check Register Report

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Check Register Report

August 16 - August 31, 2020

Date: 08/31/2020
Time: 11:33 am
Page: 1

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
64230	08/21/2020	Printed		A & G PUMP	A & G PUMPING, INC	Wash Units Covid 19	357.38
64231	08/21/2020	Printed		ADAMS	ADAMS ASHBY GROUP, LLC	CDBG Grant Admin	2,415.00
64232	08/21/2020	Printed		KCTVHARD	ALCANTAR HARDWARE INC	Poison for gophers.	56.88
64233	08/21/2020	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	PC Diskspace Issues	82.50
64234	08/21/2020	Printed		CARMEL FIR	ART BLACK	Residential Fire Inspections	1,000.00
64235	08/21/2020	Printed		CAL-WESTL	CAL-WEST LIGHTING AND	Monthly Traffic Signal Maint.	100.00
64236	08/21/2020	Printed		CA WATER	CALIFORNIA WATER SERVICE CO.	Water -	18,789.50
64237	08/21/2020	Printed		CASEY PRIN	CASEY PRINTING, INC.	Newsletter Print &	2,299.09
64238	08/21/2020	Printed		DAVE'S REP	DAVE'S REPAIR SERVICE	Gas Tank Inspections	85.00
64239	08/21/2020	Printed		EIKHOF	EIKHOF DESIGN GROUP INC	Public Works Special	4,375.00
64240	08/21/2020	Printed		GIS	GONZALES IRRIGATION SYSTEMS,	Irrigation Supply for	363.86
64241	08/21/2020	Printed		FASHION	YSAURO GONZALES	Blankets - ACO	50.10
64242	08/21/2020	Printed		HDLCO	HDL COREN & CONE	Property Tax Admin	1,250.00
64243	08/21/2020	Printed		HINDERLITE	HINDERLITER, DELLAMAS & ASSOC	Cannabis Consulting Services	850.00
64244	08/21/2020	Printed		HYDRO TURF	HYDRO TURF, INC.	Irrigation Supply for Parks.	161.98
64245	08/21/2020	Printed		KIMLEY-HOR	KIMLEY-HORN & ASSOCIATES, INC.	Monthly Status Report.	9,009.40
64246	08/21/2020	Printed		KRKC	KING CITY COMMUNICATIONS CORP	Covid 19 Radio Ads	50.00
64247	08/21/2020	Printed		KC IND	KING CITY INDUSTRIAL SUPPLY	Sewer Plant Equipment	360.77
64248	08/21/2020	Printed		CYPRESSW	MILES CLIFFORD FARMER	Wastewater Treatment	10,912.60
64249	08/21/2020	Printed		NEWSV	NEW SV MEDIA, INC	Notices (Title 17 Chapter)	1,394.00
64250	08/21/2020	Printed		OFFICE DEP	OFFICE DEPOT	Office Supplies	514.64
64251	08/21/2020	Printed		PURE WATER	PENINSULA PURE WATER INC.	Water - Police Dept	37.75
64252	08/21/2020	Printed		PAC	PG&E	Electricity/Gas	282,460.31
64253	08/21/2020	Printed		PROTELESIS	PROTEL COMMUNICATION INC	Internet Services.	1,018.14
64254	08/21/2020	Printed		FORD	SALINAS VALLEY FORD	Repairs - City Dump Truck	4,055.04
64255	08/21/2020	Printed		SENTRY	SENTRY	Burgler Alarm	150.00
64256	08/21/2020	Printed		BROWNS	STEPHEN BROWN ASSOCIATES, INC	Appraisal Lease Work	350.00
64257	08/21/2020	Printed		VALSA	TAVIT & ARAM KARABETYAN PARTNE	Repair and Supplies for	179.77
64258	08/21/2020	Printed		TOPES	TOPE'S TREE SERVICE, INC	2020 Street Tree Trimming	10,600.00
64259	08/21/2020	Printed		TORO	TORO PETROLEUM CORP.	Gas - Acct #6835	1,640.75
64260	08/21/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	Copier Contract -	244.08
64261	08/21/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - 6938	7,537.23
64262	08/21/2020	Printed		UNIRENT	UNITED RENTALS	Rented Dump Truck	1,415.40
64263	08/21/2020	Printed		VIAHEAR	VIA HEART PROJECT	AED Batteries	430.28
64264	08/21/2020	Printed		WORKWAINC	WORK WORLD AMERICA, INC	Uniforms for Jorge &	300.21
64265	08/21/2020	Printed		ZUMAR	ZUMAR INDUSTRIES INC.	Stencils for Streets.	865.20
64266	08/21/2020	Printed		BENSON	RICHARD A. BENSON PLUMBING	Pump for Pools.	5,515.65
64267	08/21/2020	Printed		CYPRESSW	MILES CLIFFORD FARMER	Waste Water Treatment	23,162.90
64268	08/21/2020	Printed		PHANTONF	PHANTON FIREWORKS	Cleaning Fee	200.00
64269	08/21/2020	Printed		SAVETHE	SAVE THE WHALES	SWMP - Public Education	5,895.00
64270	08/21/2020	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services	1,440.00
64271	08/28/2020	Printed		AT&T-GA	A T & T	Telephone - Fire Dept.	22.72
64272	08/28/2020	Printed		ALVAREZ	ALVAREZ TECHNOLOGY GROUP INC	Remove Temp Files	849.00
64273	08/28/2020	Void	08/28/2020			Void Check	0.00
64274	08/28/2020	Printed		HANNA	ASSOCIATED ENGINEERING-SURVEY	Peoples Self Help Housing	29,310.43
64275	08/28/2020	Printed		AT & T	AT & T	Telephone -	194.56
64276	08/28/2020	Printed		AT & T	AT & T	Telephone -	216.50
64277	08/28/2020	Printed		AT & T-FIR	AT & T MOBILITY	First Net -	126.08
64278	08/28/2020	Printed		AT&T - C	AT&T	Clets - #9391020545	567.31
64279	08/28/2020	Printed		AT&T - C	AT&T	911 Line - 9391048347	60.76

Check Register Report

August 16 - August 31, 2020

KING CITY CITY HALL

BANK: WELLS FARGO BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK Checks							
64280	08/28/2020	Printed		COMPLETEW	COMPLETE WIRELESS CONSULTING	Reimbursement - Funds Unused	865.57
64281	08/28/2020	Printed		CSGCON	CSG CONSULTANTS INC	Building Insp Services	10,542.50
64282	08/28/2020	Printed		DEPT ACCNT	DEPARTMENT OF JUSTICE	Fingerprints - #146165	57.00
64283	08/28/2020	Printed		DOWJ	JOHN DOW	Reimbursement for Travel	18.01
64284	08/28/2020	Printed		EXCELS	EXCEL SIGNS INC	Reimbursement Funds	57.57
64285	08/28/2020	Printed		FEHR	FEHR & PEERS	Local Road Safety Plan.	3,999.75
64286	08/28/2020	Printed		CPARK	G. DOUGLAS LAPP	Playground Structure Repairs	4,816.98
64287	08/28/2020	Printed		GREEN'S	GREEN'S ACCOUNTING	Finance & Accounting	10,122.85
64288	08/28/2020	Printed		TIRE KING	JOSE RODRIGUEZ	Car Wash	456.16
64289	08/28/2020	Printed		NATMC	NATIVIDAD MEDICAL CENTER	Blood Alcohol Testing	51.00
64290	08/28/2020	Printed		OFFICE DEP	OFFICE DEPOT	Memo Books	185.02
64291	08/28/2020	Printed		PACKCO	PACKCO INCORPORATED	Replacement for Heat	34.50
64292	08/28/2020	Printed		PIT	PITNEY BOWES INC	Ink for Postage Meter.	184.85
64293	08/28/2020	Printed		PURCHASE P	PURCHASE POWER*PITNEY BOWES	Postage -	245.79
64294	08/28/2020	Printed		RAINBOW	RAINBOW PRINTING	5150 Forms	406.73
64295	08/28/2020	Printed		RRM DESIGN	RRM DESIGN GROUP, INC.	Downtown Plaza Design	14,542.50
64296	08/28/2020	Printed		SALVALP	S & L INVESTMENT	Uniforms - Bernal	270.72
64297	08/28/2020	Printed		SENTRY	SENTRY	Alarm System	160.11
64298	08/28/2020	Printed		SPECTRUMB	SPECTRUM	Internet Rec Center	104.98
64299	08/28/2020	Printed		STERI	STERICYCLE, INC	Stericycle	117.00
64300	08/28/2020	Printed		SUN STREET	SUN STREET CENTERS	Youth Diversion Program	917.98
64301	08/28/2020	Printed		TEMP UNIF	TEMPLETON UNIFORMS, LLC	Shaw Uniforms	1,294.92
64302	08/28/2020	Printed		SPCA	THE SPCA FOR MONTEREY COUNTY	Animal Services	815.00
64303	08/28/2020	Printed		TOPES	TOPE'S TREE SERVICE, INC	2020 Street Tree Trimming	11,400.00
64304	08/28/2020	Printed		TORO	TORO PETROLEUM CORP.	Fuel - Acct #6835	2,415.26
64305	08/28/2020	Printed		TYLER TECH	TYLER TECHNOLOGIES, INC.	Software Maint-Annual	5,923.70
64306	08/28/2020	Printed		U.S. BANCO	U.S. BANCORP EQUIPMENT FINANCE	City Hall Copier Lease	263.07
64307	08/28/2020	Printed		U.S. BAN	U.S. BANK CORP PAYMENT SYSTEM	Various Charges - #9499	2,516.11
64308	08/28/2020	Printed		VERIZON WI	VERIZON WIRELESS	Cell Phones -	1,076.07
64309	08/28/2020	Printed		DEPT CONS	DEPARTMENT OF CONSERVATION	Strong Motion Quarterly	3.45
64310	08/28/2020	Printed		MOCO TAX	MONTEREY COUNTY TAX COLLECTOR	Property Taxes - 2018	127.54
64311	08/28/2020	Printed		MULLAHEY	MT MULLAHEY	Car Repair -	1,233.01
64312	08/28/2020	Printed		NEWSV	NEW SV MEDIA, INC	ADU Ordinance	595.00

Total Checks: 83 — **Checks Total (excluding void checks): 509,143.47**

Total Payments: 83 — **Bank Total (excluding void checks): 509,143.47**

Total Payments: 83 — **Grand Total (excluding void checks): 509,143.47**

KING CITY
CALIFORNIA

Item No. 9(C)

REPORT TO THE SUCCESSOR AGENCY TO THE FORMER KING CITY CDA

DATE: **SEPTEMBER 8, 2020**

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

FROM: **MIKE HOWARD, FINANCE DIRECTOR**

RE: **CONSIDERATION OF SUCCESSOR AGENCY CHECK REGISTER FOR AUGUST 15 THRU AUGUST 31 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.

Exhibits:
1. Check Register Report

Submitted by: _____
Mike Howard, Finance Director

Approved by: _____
Steven Adams, City Manager

Check Register Report

August 16 - August 31, 2020

Date: 08/31/2020
Time: 11:32 am
Page: 1

KING CITY CITY HALL

BANK: SUCCESSOR AGENCY OF

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
SUCCESSOR AGENCY OF Checks							
283	08/28/2020	Printed		GREEN'S	GREEN'S ACCOUNTING	Finance & Accounting	500.00
				Total Checks: 1		**Checks Total (excluding void checks):**	**500.00**
				Total Payments: 1		**Bank Total (excluding void checks):**	**500.00**
				Total Payments: 1		**Grand Total (excluding void checks):**	**500.00**

KING CITY
CALIFORNIA

Item No. 9(D)

REPORT TO THE CITY COUNCIL

DATE: **SEPTEMBER 8, 2020**

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

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

RE: **CONSIDERATION OF ACCESSORY DWELLING UNITS ORDINANCE**

RECOMMENDATION:

It is recommended the City Council conduct the second reading, by title only, and adopt Ordinance No. 2020-796 repealing Title 17, Chapter 17.47 and replacing it with new Chapter 17.47 regulating the development of Accessory Dwelling Units ("ADU").

BACKGROUND:

On August 25th, the City Council conducted the first reading of Ordinance No. 2020-796, related to Accessor Dwelling Units ("ADU"). In 2019, the City secured a grant (SB 2 funding) from the State to update the Land Use Element ("LUE") of the General Plan. The grant amount is for $160,000 and requires the City to address the growing need for housing. As part of the proposal, the City would adopt an ADU ordinance.

The State of California is experiencing a housing crisis, especially in regard to the provision of affordable housing options. In early 2020, the State enacted legislation to encourage the construction of ADUs, which includes new standards that limit how municipalities can regulate the permitting and development of ADUs. All municipalities in California are required to adopt ADU ordinances that are consistent with State ADU legislation. ADUs, sometimes referred to as secondary dwellings or granny flats, provide an alternative type of affordable housing for residents. The new ADU ordinance would replace the existing code regulating "Second Residential Units." The State amended the ADU law several times since its original adoption, including allowing ADUs to be added to multi-family dwellings and no owner occupancy requirement until 2025 (i.e., the primary house and ADU(s) can be rented at the same time). The State also requires adopted ADU Ordinances be submitted to the Housing and Community

Development ("HCD") within sixty (60) days of adoption. If a jurisdiction does not adopt an ADU Ordinance, then the State's standards must be used.

The proposed updates are summarized as follows:

- §17.12.020 (b): Replace Second Residential Units with Accessory Dwelling Units (ADU).
- §17.14.020 (2): Replace Second Residential Units with Accessory Dwelling Units (ADU).
- §17.16.020 (3): Replace Second Residential Units with Accessory Dwelling Units (ADU).
- §17.18.020 (1): Replace Second Residential Units with Accessory Dwelling Units (ADU).
- Repeal Chapter 17.47 Second Residential Units and replace with Chapter 17.47 Accessory Dwelling Units (ADU).

On August 4, 2020, the Planning Commission adopted Resolution No. 2020-283 recommending the City Council adopt the proposed ADU Ordinance. As part of their motion, they requested the City Council discuss the possibility of a moratorium due to issues with the City's sewer system and capacity. The Planning Commission also expressed concern about the number of people per household and parking issues. These issues are discussed in more detail below.

DISCUSSION:

As part of the State's plan to provide more housing, a number of new bills were adopted that addressed housing. Senate Bill 13, Assembly Bill 68 and Assembly Bill 881 pertain to Accessory Dwelling Units ("ADUs") and Junior ADUs. ADUs have been known by many names, such as granny flats, in-law units, backyard cottages, secondary units and more. They are intended to create an economical and feasible way to provide an additional type of housing. Under the State legislation, ADUs may be attached or detached. ADUs must be permitted in any zone that allows residential uses.

There are two types of ADUs: Accessory Dwelling Units and Junior Accessory Dwelling Units. An ADU is no larger than 1,000 square feet, and a Junior ADU is not larger than 500 square feet and must be contained entirely within a single-family resident. **Table 1** provides an overview of the differences and requirements for ADUs and Junior ADUs. The State allows both an ADU and Junior ADU in addition to the main house.

Table 1
Some ADU and Junior ADU Requirements

Requirement	ADU	Junior ADU
Maximum Size	1,000 SF	500 SF
Minimum Size	150 SF	150 SF
Location	Conversion of garage, detached, or added on to existing home	Generally, conversion of existing bedroom with up to 150 SF addition
Parking Spaces	None required	None required
Bathroom	Private bathroom required	Bathroom can be shared
Kitchen	Full kitchen required	Must be "Efficiency Kitchen" with no gas appliances
Entrance	Exterior access required	Exterior access required
Allowed As Part of Single-Family House and Lot	Yes	Yes
Convert A Portion of Multi-family Structures	A portion of existing multi-family structures that are not used as livable space, such as storage rooms, garages, carports, mechanical rooms, attics or basements, can be converted to ADUs . At least one ADU can be created though this method and up to 25% of the existing unit count. For example, if you have an 8-unit apartment building you may be able to add up to two new ADUs by converting existing non-livable space.	
Pay Impact Fees	Cities will no longer be able to charge impact fees for ADUs under 750 SF. Impact fees for ADUs larger than 750 SF must be proportional to the size of the ADU in relation to the primary dwelling unit.	
Shorter Approval Periods	Cities must provide ministerial approval (or denial) of ADUs within 60 days of receiving the application in cases where there is an existing single-family dwelling on the lot. The prior rule was 120 days.	
Remove and Replace Existing Garage to Retain Setbacks	The new state law permits removal of an existing structure and replacing it with a new ADU that matches its footprint and that maintains the existing reduced setbacks.	

ADU Impacts

The proposed amendments to Municipal Code Sections 17.12.020 (b), 17.14.020 (2), 17.16.020 (3), and 17.18.020 (1) would remove the references to "Second Residential Units" and replace with "ADU."

Municipal Code Chapter 17.47 would be repealed and replaced with new ADU requirements. As mentioned above, the State of California enacted new legislation that effectively requires jurisdictions to remove barriers and make it easier for property owners to construct ADUs. While this will create opportunities for affordable housing options, it is recognized that increasing density within existing neighborhoods can generate impacts related to increased parking demand and noise.

The City cannot require replacement parking where an existing legal garage is converted into an ADU. Therefore, the City would like to promote new detached ADUs in backyards so that existing onsite parking can be maintained for residents. The ordinance also proposes that non-converted garages be required to be reserved for vehicle parking. For example, if a property owner proposes a large 2-bedroom ADU in their backyard, they must agree to maintain their garage space for vehicle parking (and not for storage or other uses). For health and safety reasons, it is also proposed that a sewer inspection be required for ADU proposals to ensure the existing lines are not damaged or overwhelmed.

Junior ADU

Another important distinction is the difference between an ADU and a Junior ADU. The main difference is that an ADU is a living unit established in newly constructed space, or in space that is converted from unhabitable space (e.g. a workshop) into habitable space. A Junior ADU is established within existing habitable space. The most common example would be converting an existing bedroom into another living space. Junior ADUs have a kitchenette and an exterior entrance but can share restrooms with residents in the primary home.

Based on review of the State's Junior ADU standards and discussion with other jurisdictions, the City does not propose interpreting these standards and placing them in the ordinance; instead, Junior ADUs would follow the standards outlined in Government Code section 65852.2 (e). This subsection also regulates ADUs proposed on multi-family properties (e.g. properties with apartment buildings).

Other Notable Changes

Other important changes are a reduced building setback (four feet), waiving of impact fees for ADUs less than 750 square feet in size, and ministerial approval

with just a building permit. In regard to ministerial approval, this means the City cannot require a more involved review process with public notice, public hearings, etc. for ADUs.

The State has also required jurisdictions to remove owner occupancy restrictions. Many cities required that an ADU may only be used if either the ADU or primary residence was occupied by the property owner. Based on new State law, the City cannot prohibit owners from leasing out both the primary residence and the ADU.

The details of the proposed ADU standards are included in the attached ordinance.

Planning Commission Discussion

On August 4, 2020, the Planning Commission recommended the City Council adopt the ADU Ordinance and discuss the potential for a moratorium in City areas that may have sewer system and capacity issues. The moratorium would be applicable to all development within a designated area. Additionally, the Planning Commission mentioned concern about the number of people per household and related issues, such as parking.

The process to adopt a moratorium is regulated by State law. Government Code Section 65858 authorizes a jurisdiction to adopt a forty-five (45) day moratorium as an interim urgency ordinance to protect against a current and immediate threat to public health, safety, or welfare. After notice and a public hearing, the City Council, by a four-fifths (4/5) vote, may extend the ordinance for ten (10) months and fifteen (15) days and subsequently extend the ordinance for one (1) year. The ordinance must contain legislative findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

According to the City Engineer, there is not a capacity issue with the sewer treatment plant but a potential maintenance issue with some of the old clay lined mains. Section 17.47.015 (f) of the ADU Ordinance requires that prior to issuance of a building permit, a video of the sewer lines shall be conducted to show there are no sewer line constraints, as determined by the City Engineer. The property owner would be required to correct any issue. Therefore, it may be difficult to make the findings that there is a threat to public health, safety or welfare.

The Planning Commission expressed concern about the number of people living within a household and how that affects parking and other neighborhood conditions. According to the US Census, the City has 4.26 persons per household. The average person per household in California is 2.96 and Monterey County is 3.30. It has been one of the State's contentions that the more housing provided, persons per household will be reduced (i.e., provide more housing so people do not have to live together).

COST ANALYSIS:

There are no costs associated with this action.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Statutory Exemption set forth in CEQA Guidelines, Section 21080(b)(15) which exempts local actions implementing a State rule or regulation pursuant to a State-certified regulatory program because this action is now required by, and being implemented in response to, new State legislation.

ALTERNATIVES:

The following recommendations are provided for City Council consideration:

1. Adopt the Resolution adopting the Ordinance;
2. Direct staff to modify the Ordinance;
3. Do not adopt the Ordinance;
4. Request additional information; or
5. Provide staff other direction.

Exhibits:

Exhibit 1: Planning Commission Resolution No. 2020-283
Exhibit 2: Draft City Council Ordinance

Submitted by: Erica L. Sonne for
Doreen Liberto, AICP, Community Development Director

Approved by:
Steven Adams, City Manager

EXHIBIT 1

RESOLUTION NO. 2020-283

RESOLUTION OF THE CITY OF KING PLANNING COMMISSION RECOMMENDING THE CITY OF KING CITY COUNCIL REPEAL TITLE 17, CHAPTER 17.47, OF THE KING CITY MUNICIPAL CODE AND REPLACE WITH A NEW CHAPTER 17.47 REGULATING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW

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

WHEREAS, the State of California is experiencing a housing supply crisis, with housing demand far outstripping supply; and

WHEREAS, the State has enacted legislation to encourage the construction of Accessory Dwelling Units ("ADU"), which includes new standards that limit how municipalities can regulate the permitting and development of ADU; and

WHEREAS, the Government Code Section 65852.2 requires cities to adopt ADU regulations consistent with the new legislation, and if cities fail to adopt these regulations the state law provisions can override a city's existing ADU code; and

WHEREAS, it is in the City's best interest to adopt a new ordinance regulating ADU that is consistent with state law; and

WHEREAS, the Planning Commission ("Commission") recognizes that ADUs can provide additional affordable housing opportunities in the City; and

WHEREAS, the Commission finds that it is appropriate to repeal the existing code regarding "Second Dwelling Units" and replace this code with new standards for ADUs; and

WHEREAS, on August 4, 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 Council [approve/deny] the proposed ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), this matter is not a "project" for the purposes of CEQA Guidelines Section 15378 as there is no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. In the alternative, the City has also performed a preliminary environmental assessment of this project

pursuant to CEQA and, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this matter may have a significant impact on the environment because it involves implementation of various standards that are required by state law to ensure the provision of alternative affordable housing opportunities, and approved applications to construct ADUs will be reviewed for compliance with the Municipal Code and California Building Code; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Planning Commission of the City of King recommends that the City Council consider the comments from the public hearing and adopt the amendment to Chapter 17 of the City Municipal Code.

This resolution was passed and adopted this **4th day of August 2020**, by the following vote:

AYES: Nuck, Mendez, Avalos, Bumbalough, Saunders
NAYS:
ABSENT:
ABSTAIN:

David Nuck

DAVID NUCK, CHAIRPERSON

ATTEST:

Erica L. Sonne

Erica Sonne, Deputy City Clerk

EXHIBIT 2

ORDINANCE NO. 2020-796

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KING REPEALING TITLE 17, CHAPTER 17.47, OF THE KING CITY MUNICIPAL CODE AND REPLACING WITH A NEW CHAPTER 17.47 REGULATING THE DEVELOPMENT OF ACCESSORY DWELLING UNITS CONSISTENT WITH STATE LAW

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

WHEREAS, the State of California is experiencing a housing supply crisis, with housing demand far outstripping supply; and

WHEREAS, the State has enacted legislation to encourage the construction of Accessory Dwelling Units ("ADU"), which includes new standards that limit how municipalities can regulate the permitting and development of ADU; and

WHEREAS, the Government Code Section 65852.2 requires cities to adopt ADU regulations consistent with the new legislation, and if cities fail to adopt these regulations the state law provisions can override a city's existing ADU code; and

WHEREAS, it is in the City's best interest to adopt a new ordinance regulating ADU that is consistent with state law; and

WHEREAS, the City Council ("Council") recognizes that ADUs can provide additional affordable housing opportunities in the City; and

WHEREAS, the Council finds that it is appropriate to repeal the existing code regarding "Second Dwelling Units" and replace this code with new standards for ADUs; and

WHEREAS, on August 4, 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 Council [approve/deny] the proposed ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Statutory Exemption set forth in CEQA Guidelines,

Section 21080(b)(15) which exempts local actions implementing a State rule or regulation pursuant to a State-certified regulatory program because this action is now required by, and being implemented in response to, new State legislation; and

WHEREAS, on August 25, 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. The City Council finds that this action falls within the Statutory Exemption set forth in CEQA Guidelines, Section 21080(b)(15) which exempts local actions implementing a State rule or regulation pursuant to a State-certified regulatory program because this action is now required by, and being implemented in response to, new State legislation. Therefore, the Council finds this project is not subject to CEQA.

SECTION 5. Chapter 17.12.020, of Title 17 of the King City Municipal Code is hereby amended as follows:

Title 17 Zoning
Chapter 17.12 R-1 – Single Family Residential District

17.12.020 Uses Permitted

(a) Single-family dwellings one per building site.

~~(b) Second residential units, as defined in Section 17.47.015, in conformance with the criteria and standards of Section 17.47.015.~~ **Accessory Dwelling Units (ADU), as defined in Section 17.47.005, in conformance with the standards of Section 17.47.**

(c) Home occupation permits, subject to an administrative hearing and pursuant to Chapter 17.77.

SECTION 6. Chapter 17.14.020, of Title 17 of the King City Municipal Code is hereby amended as follows:

Title 17 Zoning
Chapter 17.14 R-2 – Medium Density Residential District

17.14.020 Uses permitted.

The following uses are permitted:

1. Single-family dwellings;
2. ~~Second residential units in conformance with the criteria and standards of Section 17.47.015~~ **Accessory Dwelling Units (ADU), as defined in Section 17.47.005, in conformance with the standards of Section 17.47;**
3. Duplexes;
4. Triplexes;
5. Single structures; and
6. Home occupation permits, subject to an administrative hearing and pursuant to Chapter 17.77.

SECTION 7. Chapter 17.16.020, of Title 17 of the King City Municipal Code is hereby amended as follows:

Title 17 Zoning
Chapter 17.16 R-3 – Medium High Density Residential District

17.16.020 Uses permitted.

The following uses are permitted:

1. Single-family dwellings;
2. Duplexes, triplexes, multiple-family uses and apartments (single structure). Town houses, if not more than six units per structure;
3. ~~Second residential units in conformance with the criteria and standards of Section 17.47.015;~~ **Accessory Dwelling Units (ADU), as defined in Section 17.47.005, in conformance with the standards of Section 17.47;**
4. Home occupation permits, subject to an administrative hearing and pursuant to Chapter 17.77.

SECTION 8. Chapter 17.18.020, of Title 17 of the King City Municipal Code is hereby amended as follows:

Title 17 Zoning
Chapter 17.18 Accessory Dwelling Units

17.18.020 Uses permitted.

Uses permitted are as follows:

1. Single family dwellings, ~~second residential units in conformance with the criteria and standards of Section 17.47.015,~~ duplexes, multiple family dwellings and apartment houses of less than twenty-two units per acre;
2. Public or parochial schools accredited to the state school system, churches, public buildings, hospitals (not including convalescent hospitals, rest homes), parks and playgrounds;
3. Boarding houses, fraternities and child nurseries.
4. **Accessory Dwelling Units (ADU), as defined in Section 17.47.005, in conformance with the standards of Section 17.47;**

SECTION 9. Chapter 17.47, of Title 17 of the King City Municipal Code is hereby repealed in its entirety and replaced as follows:

Chapter 17.47
Accessory Dwelling Units

Section 17.47.005 Purpose and Definition

The provisions in this subsection shall apply to accessory dwelling units as defined below.

(a) **Purpose.** The purpose of this Chapter is to provide for the creation of accessory dwelling units in a manner that is consistent with requirements identified in Government Code section 65852.2, as amended from time to time. Implementation of this section is meant to expand housing opportunities by increasing the number of smaller units available within existing neighborhoods.

(b) **Definition.** "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

1. An efficiency unit, as defined in section 17958.1 of Health and Safety Code.
2. A manufactured home, as defined in section 18007 of the Health and Safety Code

Section 17.47.010 General Requirements.

(a) Application. Where this section does not contain a particular type of standard or procedure, conventional zoning standards and procedures shall apply.

(b) **Areas Where Accessory Dwelling Units Are Allowed.** Upon meeting the requirements of this section, accessory dwelling units may be established in any zone that allows residential uses.

1. **Unit Types Allowed.** An accessory dwelling unit may be either attached or detached from the primary single-unit residential dwelling on the lot.

A. An attached accessory dwelling unit shall be defined as either attached to (by a minimum of one shared wall), or completely contained within, the primary legal existing space of the single-unit residential dwelling unit or legal existing accessory structure.

B. A detached accessory dwelling unit shall be defined as new residential square footage not attached or sharing any walls with the primary legal existing single-unit residential dwelling unit.

C. A junior accessory dwelling unit is an accessory dwelling unit established within the walls of an existing or new primary dwelling unit.

2. **Limitation on Number.** One (1) attached or detached accessory dwelling unit and one (1) junior accessory dwelling unit is allowed per parcel.

Section 17.47.015 Performance Standards and Compatibility.

(a) Design Standards – Standard ADU. Accessory dwelling units shall conform to all applicable development standards of the underlying zone unless superseded by the standards below. An accessory dwelling unit that conforms to this section shall not be considered a dwelling unit for the purpose of calculating density.

1. Accessory dwelling units shall conform to all applicable building and construction codes.
2. Accessory dwelling units shall not be required to provide fire sprinklers if fire sprinklers are not required for the primary residence.
3. No setback shall be required for a legal existing garage or legal accessory building that is converted to an accessory dwelling unit.
4. No setback shall be required for an ADU built in the same location and dimensions as a legal existing building.
5. A setback of no more than four (4') feet from the side and rear lot lines shall be required for an accessory dwelling unit, including accessory dwelling units constructed above a legal garage.
6. The maximum height is sixteen (16') feet.
7. Minimum Size: 150 square feet.
8. Maximum Size: 850 square feet for studio or one-bedroom, and 1,000 square feet for ADU with two or more bedrooms.

(b) **Parking Required.**

1. Prior to the issuance of building permits for an accessory dwelling not established within a legal existing parking area, a covenant agreement shall be recorded which requires that any legal existing garage, carport or driveway on the property remain clear for parking uses. This agreement shall be recorded in the office of the County Recorder to provide constructive notice to all future owners of the property.
2. When a legal garage, carport, or covered parking structure is converted to an accessory dwelling unit, there is no requirement that off-street parking spaces be replaced.

(c) **Architectural Compatibility.** Accessory dwelling units shall be architecturally and functionally compatible with the primary residence. The accessory dwelling unit shall comply with the following design standards:

1. Architectural Style and Form. Architectural style and form shall match or be compatible with the style and form of the primary residence on the property.
2. Materials. The color and materials of the accessory dwelling unit shall match the materials of the primary residence on the property.

(d) **Historic Resources.** Accessory dwelling units on listed historic properties and in historic districts shall be found consistent with the historic preservation ordinance, including historic preservation guidelines and Secretary of the Interior standards for the treatment of historic properties.

(e) **Utility Connection Fees.** Where an accessory dwelling unit is created within an existing structure (primary or accessory), no new utility connection or payment of impact fees shall be required.

(f) **Sewer Inspection.** Prior to issuance of a building permit, a video of the sewer lines shall be conducted to show there are no sewer line constraints, as determined by the City Engineer.

(g) **Impact Fees:** No impact fee shall be imposed for an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(h) **Occupancy:** A certificate of occupancy for an accessory dwelling unit shall not be issued before the local agency issues a certificate of occupancy for the primary dwelling.

Section 17.47.020 Procedure Requirements. An accessory dwelling unit that meets the standards contained in this section shall be subject to building permit processing without public notice or public hearing. Within sixty (60) days of receiving a complete application, the City shall approve any such application which complies with all applicable requirements and development standards identified in this Chapter.

Section 17.47.025 State Mandated ADU approvals. ADUs that are entirely consistent with Government Code section 65852.2, subdivision (e) and all applicable provisions of this Chapter shall also receive ministerial approval.

Section 17.47.030 Violations. Violation of any of the provisions shall be subject to code enforcement actions pursuant to Chapter 7.51 Nuisances.

Section 17.47.035 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Chapter, and to this end the invalid

or unconstitutional section, subsection, sentence, clause, phrase of this Chapter are declared to be severable. The City of King City Council hereby declares that it would have adopted this Chapter and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 11. 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 25th day of August 2020, and adopted the ordinance after the second reading at a regular meeting held on the 8th day of September 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.

KING CITY
CALIFORNIA

Item No. 9(E)

REPORT TO THE CITY COUNCIL

DATE: **SEPTEMBER 8, 2020**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

BY: **GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECTS COORDINATOR**

RE: **CONSIDERATION OF AWARD OF CONTRACT FOR MESA DEL REY AIRPORT FBO HANGAR ROOF REPLACEMENT PROJECT**

RECOMMENDATION:

It is recommended City Council: 1) award the base bid for the Mesa Del Rey Airport FBO Hangar Roof Replacement project as proposed by the low bidder, Mill Construction, in the amount $64,980.00; and 2) authorize the City Manager to approve change orders up to 10%; 3) adopt a finding of a Categorical Exemption, pursuant to Section 15301 of the CEQA Guidelines.

BACKGROUND:

The City of King owns and by lease arrangement is responsible for the repair and structural maintenance of the hanger currently used by the Tutima Academy, the fixed-base operator (FBO) for the Mesa Del Rey Airport. As stated in the agreement between the City of King and Tutima Academy, the City of King will repair and maintain the hanger structure as needed.

During the winter of 2019/2020, several water leaks became evident and some of the leaks were likely occurring for some time. Water damage at this facility resulted in drywall, carpet and insulation damage in the training room of this building. This damage was repaired, as well as some minor roof repairs to help prevent additional water damage. Unfortunately, upon future investigation, extensive corrosion was discovered on the metal roof panels that necessitates removal and replacement.

DISCUSSION:

On Tuesday, August 4, 2020, informal bid documents for the Airport FBO Hangar Reroofing project were prepared and distributed. By the due date of Thursday, August 20, 7 firms submitted bids (Attachment 1). The apparent responsive low bidder was Mill Construction of Salinas in the amount of $64,980.

The proposed new roofing material will have an expected lifetime of between 30 and 50 years with a warranty from the manufacture of 20 years. Coating material at a lower cost could instead be applied to the existing roofing material that is structurally sound, extending the lifetime of the current roof. Typically, a 10 to 15 year warranty is provided by the coating company. The City received a supplemental bid for a coating treatment from one of the bidding companies at a cost of $35,758.

The option to apply a coating material to the FBO Hangar is not recommended for the following reasons:

- The extent of rust and corrosion to the current roof is significant. Daylight can be seen through the roof in several locations from inside the building. This extent of corrosion results in thinning and reduced structure integrity of the roofing material.
- The supplemental bid did not take into consideration of any unidentified roofing material that would need to be replaced once demolition of the existing roofing material was conducted.
- Using an alternative repair treatment would require the rejection of all current bids and securing additional bids for the coating option. This effort would take additional time and result in delays that could extend the project into the winter.
- Airport Cares funds and good bids received provide a unique opportunity for the City to replace the roof at a low cost impact to the City's General Fund. Therefore, staff believes a full replacement provides the most cost efficient long-term option for the City.

It is recommended that the City Council award a contract to Mill Construction in the amount of $64,980 for the Airport FBO Hangar Reroofing project and authorize the City Manager to approve changes orders in an amount not to exceed $6,498 (10%).

COST ANALYSIS:

Award of this contract will result in expenditure up to $71,478 during FY 2020/21. Funds in the amount of $90,000 for this project were allocated to the Mesa Del Rey Airport budget in the budget revisions recently approved by the City Council. Of this amount, $30,000 will come from revenue from Federal Cares funds approved for the Mesa Del Rey Airport. Therefore, the bids received will likely result in savings to the FY 2020/21 budget of approximately $20,000.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that if it falls within the Categorical Exemption set forth in Section 15301 of the CEQA guidelines because the contract is for the maintenance and repair of existing roof, which will not result in the expansion of capacity of the building. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

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

1. Award Base Bid of the for the Mesa Del Rey Airport FBO Hangar Roof Replacement project as proposed by the low bidder, Mill Construction, in the amount $64,980.00 and authorize City Manager to approve change orders up to 10%;
2. Reject bids and solicit new bids;
3. Do not award the Mesa Del Rey Airport FBO Hangar Roof Replacement Project; or
4. Provide other direction to staff.

EXHIBITS:

1. Informal Bids Results Airport FBO Hangar Reroof project
2. Draft Agreement

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

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

KING CITY
CALIFORNIA

Reroofing Project – Airport FBO Hangar

Informal Bid Opening

August 20, 2020

2:00 PM

Contractor	Bid Amount
1. Mill Construction	$64,980.00
2. SSB Construction	$ 69.834.00
3. Vortex Construction	$ 75,540.69
4. Sheet Metal Systems	$ 86,500.00
5. Mills Construction	$ 89.535.00
6. Scudder Roofing	$ 77,437.00
7. Diede Construction	$ 160,300.00
8.	

Erica L. Sonne Executive Asst./Deputy City Clerk

EXHIBIT 2

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF KING AND MILL CONSTRUCTION COMPANY

MESA DEL REY AIRPORT FBO HANGER ROOF REPLACEMENT PROJECT

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 8th day of September, 2020 ("Effective Date") by and between the City of King, a California municipal corporation ("City") and, Mill Construction Company ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

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

professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 [Reserved]

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

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

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

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

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

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

Contractor's Authorized Initials _____

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

pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

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

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

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

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

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

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

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

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

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

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

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

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

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

1.12 Trenching and Excavation.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed sixty-four thousand, nine-hundred and eighty dollars ($64,980.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding ninety (90) days cumulatively.

3.3 Force Majeure.

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

entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

"CANCELLATION:

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

Contractor's Authorized Initials _____

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Labor Bonds.

No performance or Labor Bonds are required for this agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

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

5.8 Release of Securities.

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

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

(b) the work has been accepted; and

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Santa Clara, State of California.

7.2 Disputes and Claims.

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

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor,

or by a contractor on behalf of a subcontractor, on any public works project effective January 1, 2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of fifty dollars ($ 50.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

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

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF KING, a municipal corporation

_____
Mike LeBarre , Mayor

ATTEST:

_____
Steve Adams, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Roy Santos, City Attorney

CONTRACTOR:

_____

*By:_____
Name:
Title:

*By:_____
Name:
Title:

Address:_____
_____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

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

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On _____, 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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____

TITLE(S)

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

_____

SIGNER IS REPRESENTING:

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

I. Project Description: The work to be performed under this Contract consists of furnishing all labor, materials, tools and equipment and constructing complete and in place improvements for the City of King Airport FBO Hanger Reroofing project as shown on the Contract drawings as specified herein.

II. Contractor's work shall also conform to all of the standards and specifications in the following documents, incorporated herein by this reference:

A. Notice of Informal Bid/ Quotation Request- BID NUMBER PW2020-004

B. General Conditions and Specifications

C. Technical Specifications

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City appraised of the status of performance by delivering the following status reports, starting sixty (60) days after the Effective date if the work has not already been completed:

A. The Contractor shall submit a narrative report as a part of his monthly progress review and update, in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

B. Contractor shall update the schedule on a monthly basis, showing progress on each activity or task. After each monthly update, the Contractor shall submit to the City one (1) print of the last accepted Construction Schedule, marked up in red in accordance with the monthly review; and one (4) bond copies incorporating the updated schedule information.

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

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

NONE/NOT APPLICABLE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates submitted as part of Contractor's Proposal, incorporated herein by this reference.

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item of work, and with the approval of the Contract Officer, funds may be shifted from one item's sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.

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

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

SCHEDULE

Tuesday, September 8, 2020	City Award
Friday, September 18, 2020	Agreement fully endorsed
Monday, October 12, 2020	Work period begins (weather permitting)
Friday, November 20, 2020	Work period ends

Work shall only be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays. Work shall not be performed on Saturdays, Sundays or legal holidays. Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City Engineer.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2, including substantiated delays resulting from suppliers.

EXHIBIT "E"

PUBLIC CONTRACT CODE SEC. 9204
NEW PUBLIC WORKS CLAIMS
PROCEDURE

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

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

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

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

(c) For purposes of this section:

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

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

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

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

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

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

authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within

60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

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

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

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

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

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

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

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

per annum.

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

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

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

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

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

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

KING CITY
CALIFORNIA

Item No. 11(A)

REPORT TO THE CITY COUNCIL

DATE: **SEPTEMBER 8, 2020**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

BY: **OCTAVIO HURTADO, CITY ENGINEER**
GEOFF ENGLISH, PUBLIC WORKS SPECIAL PROJECT COORDINATOR

RE: **CONSIDERATION OF THE IMPLEMENTATION PLAN FOR THE FATS, OIL AND GREASE PROGRAM**

RECOMMENDATION:

It is recommended the City Council approve the implementation plan for the Fats, Oils and Grease (FOG) program establishing a permitting and inspection program for applicable food serving establishments (FSE's).

BACKGROUND:

The State Water Resources Control Board Waste Discharge Requirements (WDR) Orders No. 2006-0003-DWQ and WQ 2008-0002-EXEC require the City of King to prepare and implement a Fats, Oils, and Grease (FOG) Control Program to reduce the amount of FOG discharged to the sanitary sewer system because FOG is identified as a problem in the City's sanitary sewer system. The City has a history of backups in the sanitary sewer system caused by FOG.

To support the FOG Control Program, the City previously adopted Municipal Code Chapter 15 and a Fats Oils and Grease Control Program, which establishes the City's legal authority to inspect, regulate, and monitor FSEs. It also requires these facilities to install and maintain grease control devices, such as grease traps and interceptors, in order to comply with the WDR Orders mentioned above.

On June 9, 2020, the City Council approved expenditures from the Sewer Funds to contract with the Wallace Group to update the City's Sanitary Sewer

Management Plan and to develop a FOG program. Staff has been working with the Wallace Group on the development of the various components of the FOG program and has prepared a draft implementation plan for City Council consideration.

DISCUSSION:

The primary objectives of the FOG Program are to:

- Prevent sanitary sewer overflows and blockages caused by FOG;
- Prevent the introduction of FOG into the City's sanitary sewer system;
- Prevent the reduction in capacity of the sanitary sewer transmission system;
- Protect the City's sanitary sewer system, City personnel, the environment, and the public from sanitary sewer overflows and blockages caused by FOG; and
- Reduce maintenance and operational costs within the collection system and at the WWTP.

In addition to these goals, the FOG Control Program strives to help educate owners and employees of Food Service Establishments (FSE's) on Best Management Practices to properly dispose of FOG and on the proper operation and maintenance of Grease Control Devices (GCDs) in an effort to keep FOG out of the City's sewer system and reduce the factors that may lead to Sanitary Sewer Overflows (SSOs). This program is proposed to be a no-fee permit process coupled with the annual business license renewal for simplification purposes.

Following a review of the current City Business License holders, staff determined that there are approximately eighty-two (82) FSE's in King City. The 82 FSE's were ranked based on the potential risks to the City's sanitary system into three tiers as described below:

- Tier I- Full-Service Kitchens and Grocery Stores- FOG likely
- Tier II- Low Risk Food Serving Establishments
- Tier III- Businesses not associated with a physical kitchen (i.e.- food carts)

Based on staff's review, there are 38 Tier I FSE's that are proposed for mandatory participation in the FOG Program permit process and inspection program. All other FSE's will receive a variance and only be required to participate if physical or operational changes are made to their food current preparation routines.

It is staff's intent to focus the initial program implementation efforts on education for the affected FSE's through a "soft" program roll-out. This program roll-out effort will include a scheduled program introduction site visit, during which the

FSE operator will be provided with FOG program information, best management practices, lists of grease haulers as well as additional guidance information. The FSE operator will also be provided with the FOG permit application, program conditions and a list of any necessary improvements to the grease capture, removal, and disposal processes.

Future unannounced routine inspections to verify whether FSE's are following the City's FOG Program are not proposed to begin until 2021. A copy of the draft FOG Program Implementation schedule is attached.

COST ANALYSIS:

FOG permits required for affected restaurants and food serving establishments are proposed on a no-fee basis to secure maximum participation and compliance. All program expenses will be charged to the Sewer Fund and existing staff will incorporate the management and implementation of the FOG program work activities into their daily routines. No additional staffing or funding appropriation is requested at this time.

ENVIRONMENTAL REVIEW:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Categorical Exemption set forth in Section 15308, which exempts certain actions by regulatory agencies to maintain, restore or enhance the environment, other than construction activities, where the regulatory process includes procedures to protect the environment. Furthermore, staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

ALTERNATIVES:

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

1. Approve staff's recommendation to implement the FOG Program for applicable FSE's;
2. Do not approve the draft implementation schedule for the FOG Program;
3. Direct staff to make modifications to the draft implementation schedule for the FOG Program; or
4. Provide direction to staff.

Exhibits:

1. Draft FOG Program Implementation schedule
2. Draft City Web-page – Fat's, Oil and Grease (FOG)

3. Draft Letter to Food Serving Establishment- FOG Program introduction
4. Draft FOG Program Standard Conditions
5. Draft Permit Application

Submitted by: _____
Octavio Hurtado, City Engineer

_____
Geoff English, Public Works Special Project Coordinator

Approved by: _____
Steven Adams, City Manager

EXHIBIT 1

KING CITY
CALIFORNIA

City of King
PUBLIC WORKS DEPARTMENT

DRAFT FOG Program Implementation Schedule

1. Introductory Letter to FSE's regarding City Council meeting & Program Implementation
2. City Council FOG Program Review & Authorization- 9/8/2020
3. Post Educational information on the City website
4. Mail FOG Program Introduction Letter to Food Serving Establishments (September 2020)
5. Phone call to FSE's (September 2020)
    a. Schedule Initial restaurant inspection
6. Conduct Initial Announced – Program Introduction Field Visits (October – November 2020)
    a. Provide permit inspection and conditions with self-addressed, stamped envelope
    b. Provide Educational information and posters
    c. Complete inspection forms and provide FSE with a list of any required corrections.
7. Ensure Permit application submittal by all FSE's (12/31/2020)
8. Issue FOG annual, no-cost permits (January 2021)
9. Schedule unannounced inspections for 2020

EXHIBIT 2

City of King
Fats, Oils, and Grease Control Program:
(831) 385-3281

FATS, OILS & GREASE (FOG)

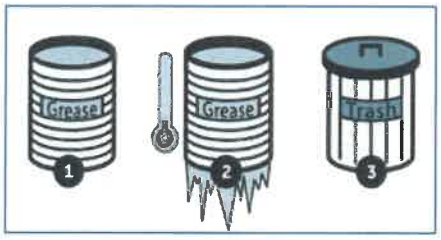
What is FOG?
FOG stands for Fats, Oils, and Grease. Did you know that pouring fats, oils, and grease down the drain or garbage disposal creates obstructions in underground pipes and creates serious problems like blockages and sewer overflows? In fact, FOG is one of the leading causes of sewer overflows and blockages in the United States.

When washed down the sink, grease sticks to the insides of your sewer pipes (both on your property and in the streets). Over time, grease buildup can clog an entire pipeline, causing sewer overflows in your home and neighborhood. The damage from overflows could cost you thousands of dollars!

Clogged Sewer Line Caused by FOG

Here are some simple tips on how to prevent residential sewer overflows.

- Do not pour cooking oil, greasy food, dairy products, or salad dressing down the drain.
- Use strainers in the sink drains to catch food scraps and other solids.
- Do not use hot water and soap to try to wash grease down the drain. It will eventually cool and harden in the sewer lines.
- Pour cooled grease into a disposable container, cover with a tight-fitting lid and place in your freezer. Once contents are frozen, toss in the garbage.
- Mix cooking oils with absorbent material such as coffee grounds or cat litter. Place in tight lidded container and dispose of it in garbage.
- Wipe or scrape food particles from pots, pans and dishes into the trash can prior to placing them in the sink for washing.
- Wipe excess fats and grease from pans with a dry paper towel and toss it in the garbage.



For more information see the following links:

Commercial Facilities

- Food Service Establishment Best Management Practices (English/Spanish) [PDF]
- FOG Pumping Contractor Record & Grease Trap Cleaning Log [PDF]
- Commercial Grease Hauling and Rendering Companies [PDF]
- Grease Interceptor Permit Application Form [PDF]
- Grease Trap Cleaning Instructions (English/Spanish) [PDF]
- Restaurant Poster: Good Cleaning Practices [PDF]

Residential

- Residential FOG Outreach Door Hangers (English/Spanish) [PDF]
- Residential Grease Disposal Graphic (English/Spanish) [PDF]

EXHIBIT 3

KING CITY
CALIFORNIA

September 10, 2020

Dear Food Serving Establishment Facility Owner or Manager:

Please find important information below regarding the City of King Fats Oils and Grease (FOG) Control Program and requirements for Food Service Establishments in the City of King.

The State Water Resources Control Board Waste Discharge Requirements (WDR) Orders No. 2006-0003-DWQ and WQ 2008-0002-EXEC require the City of King, to prepare and implement a Fats, Oils, and Grease (FOG) Control Program to reduce the amount of FOG discharged to the sanitary sewer system, because FOG was an identified problem in the City's sanitary sewer system because it causes plugs and blockages that result in sewer overflows.

The primary objectives of the FOG Program are to:

- Prevent sanitary sewer overflows and blockages caused by FOG;
- Prevent the introduction of FOG into the City's sanitary sewer system; and
- Protect the City's sanitary sewer system, City personnel, the environment, and the public from sanitary sewer overflows and blockages caused by FOG.

In addition to these goals, the FOG Control Program strives to help educate owners and employees of Food Service Establishments (FSE's) on the proper operation and maintenance of Grease Control Devices (GCDs) in an effort to keep FOG out of the City's sewer system and reduce the factors that may lead to Sanitary Sewer Overflows (SSOs). Part of the FOG Control Program consists of unannounced routine inspections to verify whether FSEs are following the City's FOG Program. A representative from the City of King will contact you in the next month to schedule an initial site visit to your food serving establishment. The purpose of this in-person site visit will be to provide you with information about the FOG permit application and the program requirements.

The City of King City Council previously adopted Municipal Code Chapter 15 and a Fats Oils and Grease Control Program, which establishes the City's legal authority to inspect, regulate, and monitor FSEs and require these facilities to install and maintain grease control devices, such as grease traps and interceptors, in order to comply with the State of California Orders mentioned above.

A summary of some of the items that will be inspected during routine inspections:

- Review of Best Management Practices used to reduce FOG;

City Hall, 212 South Vanderhurst Ave. King City, CA 93930
Tel: (831) 385-3281 • Fax (831) 386-5968 • www.kingcity.com

- Inspection of Cleaning and Maintenance Records for your GCD (Grease Trap or Interceptor);
- Inspection of Grease and Solids levels in your GCD (Grease/Solids must be < 25% of total liquid depth in GCD);
- Inspection of GCD to ensure it is operating as designed;
- Review of improper use of emulsifiers (enzymes/degreasers) that may liquefy FOG and cause it to pass through your GCD and into the sewer system; and
- Proper disposal of yellow grease from deep fryers.

City of King staff looks forward to working with you and your employees to keep the sewer system free from FOG and protect the environment. Your continued support and cooperation with the City of King FOG Control efforts is greatly appreciated. We look forward to discussing the City's FOG Program with you during the initial site visit.

If you have any questions regarding the City's FOG Control requirements, please call (831) 385-3281. Additional information is available on the City of King website at the following location, www.kingcity.com.

KING CITY
CALIFORNIA

City of King
Fats, Oils, and Grease Control Program
Ph: (831) 385-3281

City of King
Standard Conditions
Fats, Oils and Grease (FOG) Control Program

Background / Purpose

The purpose of these standard conditions is to facilitate the maximum beneficial public use of the City's sewer services and facilities while preventing sewer blockages and Sanitary Sewer Overflows (SSOs) resulting from discharges of Fats, Oils and Grease ("FOG") to the sewer system, and to specify appropriate FOG discharge Standard Conditions for Food Service Establishments.

In 2006, the State Water Resources Control Board (SWRCB) established Statewide General Wastewater Discharge Requirements (2006 GWDR) for Sanitary Sewer Systems, Order No. 2006-0003-DWQ. The 2006 GWDR requires all public entities that own or operate sanitary sewer systems greater than one mile in length to create, implement, and maintain a Sewer System Management Plan (SSMP).

Section D.13(vii) of these GWDRs states:

> Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification as to why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:
>
> (a). An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
>
> (b). A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
>
> (c). The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
>
> (d). Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
>
> (e). Authority to inspect grease producing facilities, enforcement authorities, and whether the Agency has sufficient staff to inspect and enforce the FOG ordinance;
>
> (f). An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and

(g). Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

SSOs, which are often caused by discharges of wastewater containing high levels of FOG, suspended solids, pathogenic organisms, and other pollutants, may cause temporary exceedances of water quality objectives, pose a threat to the public health, adversely affect aquatic life, and impair the public recreational use and enjoyment of surface waters.

These findings indicate that a FOG Control Program and these standard conditions are required for Food Service Establishments within the City's jurisdiction to comply with the RWQCB waste discharge regulations and prevent the harmful effects of SSOs. The City developed a FOG Control Program in 2020. These standard conditions, along with the FOG Control Program, shall serve to document the policies and practices of the City's existing program as well as provide further detail and specific enforcement provisions to govern discharges of wastewater to the City's system by Food Service Establishments.

Fats, Oils and Grease Control Program Definitions

Term	Definition
Discharger	Any person who discharges or causes a discharge of wastewater directly or indirectly to a public sewer.
Fats, Oils and Grease (*FOG*)	Any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions.
FOG Control Program	The City of King FOG Control Program required by and developed pursuant to SWRCB Order No. 2006-0003-DWQ, Section (D)(13)(iii) and Section (D)(13)(vii). The City FOG Control Program is governed by these Standard Conditions and City Municipal Code Title 15, Chapter 15.
FOG Wastewater Discharge Permit	A permit issued by the City subject to the requirements and conditions established by the City authorizing the permittee or discharger to discharge wastewater into the City's facilities or into sewer facilities which ultimately discharge into a City facility.
Food Service Establishment (*FSE*)	Food Service Establishment means any room, building, or place or portion thereof, located within the boundaries of the City, which is maintained, used or operated by any profit or non-profit entity for the purpose of storing, preparing, serving, manufacturing, packaging, transporting, salvaging or otherwise handling and distributing food and beverages (including prepackaged items), which have any process or device that uses or produces FOG. By example, Food Service Establishments shall include, but not be limited to, facilities and activities as defined above which are operated and maintained by restaurants, lunch counters, refreshment stands, bars, schools, hospitals, convalescent/health care homes, community centers, and private or public community clubhouses.
FSE Classifications	Food Service Establishments (FSEs) are classified into three (3) different categories. The assignment of facility classifications is determined by City

	staff based on facility evaluation and inspection. Classifications are as follows: o Tier 1: Facilities determined to be high risk to the City sewer system. o Tier 2: Facilities determined to be at a lower risk to the City sewer system. o Tier 3: Facilities determined to be no risk to the City sewer system.
Food Grinder	Any device installed in the plumbing or sewage system for the purpose of grinding food waste or food preparation by products for the purpose of disposing it in the sewer system.
Grease Control Device (*GCD*)	Any grease interceptor, grease trap or other mechanism, device, or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap or collect or treat FOG prior to it being discharged into the sewer system. "Grease control device" may also include any other proven method to reduce FOG subject to the approval of the City.
Grease Interceptor (*Gravity Grease Interceptor*)	A multi-compartment device that is constructed in different sizes and is generally required to be located, according to the California Plumbing Code, underground between a Food Service Establishment and the connection to the sewer system. These devices primarily use gravity to separate FOG from the wastewater as it moves from one compartment to the next. These devices must be cleaned, maintained, and have the FOG removed and disposed of in a proper manner on regular intervals to be effective.
Grease Trap (*Hydromechanical Grease Interceptor*)	A grease control device that is used to serve individual fixtures and have limited effect and should only be used in those cases where the use of a grease interceptor or other grease control device is determined to be impossible or impracticable.
Kitchen Best Management Practices (*BMPs*)	Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the introduction of FOG to the sewer facilities.
Permittee	A person who has received a permit to discharge wastewater into the City's sewer facilities subject to the requirements and conditions established by the City.
Sanitary Sewer Overflow ("SSO")	The unauthorized discharge of wastewater from the City's designated sewer collection and conveyance facilities.
Twenty-five percent (*25%*) Rule	Requirement for grease interceptors to be maintained such that the combined FOG and solids accumulation does not exceed 25% of the design hydraulic depth of the grease interceptor. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG discharged to the sewer system.
Manifest	That receipt which is retained by the generator of wastes for disposing recyclable wastes or liquid wastes as required by the City.
Permittee	A person who has received a permit to discharge wastewater into the City's sewer facilities subject to the requirements and conditions established by the City.
Waste Hauler	Any person licensed to carry on or engage in vehicular transport of waste as part of, or incidental to, any business for that purpose.

City of King
Fats, Oils, and Grease Control Program
Ph: (831) 385-3281

SECTION 1 - GENERAL LIMITATIONS, PROHIBITIONS, AND REQUIREMENTS ON FATS, OILS, AND GREASE ("FOG") DISCHARGES

1.1 FOG DISCHARGE REQUIREMENT

No Food Service Establishment shall discharge or cause to be discharged into the sewer system Fats, Oils and Grease (FOG) that may accumulate and/or cause or contribute to blockages in the sewer system or at the sewer system lateral which connects the Food Service Establishment to the sewer system.

1.2 PROHIBITIONS

The following prohibitions shall apply to all Food Service Establishments:

A. Installation of food grinders in the plumbing system of new constructions of Food Service Establishments shall be prohibited.

B. Introduction of any additives into a Food Service Establishment's wastewater system for the purpose of emulsifying FOG or biologically/chemically treating FOG for grease remediation or as a supplement to interceptor maintenance.

C. Disposal of waste cooking oil into drainage pipes is prohibited. All waste cooking oils shall be collected and stored properly in receptacles such as barrels or drums for recycling or other acceptable methods of disposal.

D. Discharge of wastewater from dishwashers to any grease trap or grease interceptor is prohibited.

E. Discharge of wastewater with temperatures in excess of 140°F to any grease control device, including grease traps and grease interceptors, is prohibited.

F. Discharge of wastes from toilets, urinals, wash basins, and other fixtures containing fecal materials to sewer lines intended for grease interceptor service, or vice versa, is prohibited.

G. Discharge of any waste including FOG and solid materials removed from the grease control device to the sewer system is prohibited. Grease removed from grease interceptors shall be hauled periodically as part of the operation and maintenance requirements for grease interceptors by a licensed grease hauler.

H. Operation of grease interceptors with FOG and solids accumulation exceeding 25% of the total operating depth of the grease interceptor (25% Rule)

I. Discharge of any waste including FOG and solid materials removed from floor mats and/or kitchen appliances directly to the sewer system is prohibited.

1.3 FOG WASTEWATER DISCHARGE PERMIT REQUIRED

No person shall discharge, or cause to be discharged any wastewater from Food Service Establishments directly or indirectly into the sewer system without first obtaining a FOG Wastewater Discharge Permit pursuant to these Standard Conditions and City Municipal Code.

1.4 KITCHEN BEST MANAGEMENT PRACTICES REQUIRED

All Food Services Establishments shall implement Kitchen Best Management Practices in its operation to minimize the discharge of FOG to the sewer system. Requirements for Kitchen Best Management Practices may be specified in the FOG Wastewater Discharge Permit. This may include kitchen practices and employee training that is essential in minimizing FOG discharge.

1.5 FOG PRETREATMENT REQUIRED

Food Service Establishments are required to install, operate and maintain an approved type and adequately sized grease trap or interceptor necessary to maintain compliance with the objectives of these standard conditions. The grease trap or interceptor shall be adequate to separate and remove FOG contained in wastewater discharges from Food Service Establishments prior to discharge to the sewer system. Fixtures, equipment, and drain lines located in the food preparation and clean up areas of Food Service Establishments that are sources of FOG discharges shall be connected to the grease trap or interceptor. Compliance shall be established as follows:

A. New Construction of Food Service Establishments

New construction of Food Service Establishments, including remodels or tenant improvements that change the classification of an establishment to a Food Service Establishment, shall include and install a grease trap or interceptor prior to commencing discharges of wastewater to the sewer system. These devices must be installed by a licensed plumber in accordance with sizing requirements found in the California Plumbing Code.

B. Existing Food Service Establishments

1. Existing Food Service Establishments, which have caused or contributed to a grease-related blockage in the sewer system, or which have been determined to contribute significant FOG to the sewer system by the City Manager or their designee, shall be deemed to have reasonable potential to adversely impact the sewer system, and shall install a grease trap or interceptors within 60 days upon notification by the City.

2. Existing Food Service Establishments or Food Service Establishments that change ownership, that undergo remodeling or a change in operations shall be required to install a grease trap or interceptor.

1.6 VARIANCE AND WAIVER OF GREASE TRAP OR INTERCEPTOR REQUIREMENT

A. Conditional Variance from Installation of Grease Trap or Interceptor

An existing Food Service Establishment may obtain a conditional variance from installation of a grease trap or interceptor, if the Food Service Establishment demonstrates

that it has negligible FOG discharge and insignificant impact to the sewer system. Although a waiver from installation of a grease trap or interceptor may be granted, the Food Service Establishment may be required to provide space and plumbing segregation for future installation of a grease trap or interceptor. The City Manager or their designee determination to grant or revoke a conditional waiver shall be based upon, but not limited to, evaluation of the following conditions:

1. Quantity of FOG discharge as measured or as indicated by the size of Food Service Establishment based on seating capacity, number of meals served, menu, water usage, amount of on-site consumption of prepared food and other conditions that may reasonably be shown to contribute to FOG discharges.

2. Adequacy of implementation of Kitchen Best Management Practices and compliance history.

3. Sewer size, grade, condition based on visual information, FOG deposition in the sewer by the Food Service Establishment, and history of maintenance and sewage spills in the receiving sewer system.

4. Changes in operations that significantly affect FOG discharge.

5. Any other condition deemed reasonably related to the generation of FOG discharges determined by the City Manager or their designee.

C. Terms and conditions

A variance shall contain terms and conditions that serve as basis for its issuance. A variance may be revoked at any time when any of the terms and conditions for its issuance is not satisfied or if the conditions upon which the variance was based change so that the justification for the waiver no longer exists. The variance shall be valid so long as the Food Service Establishment remains in compliance with their terms and conditions until the expiration date specified in the variance.

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SECTION 2 - FOG WASTEWATER DISCHARGE PERMITS FOR FOOD SERVICE ESTABLISHMENTS

2.1 FOG WASTEWATER DISCHARGE PERMIT REQUIRED

A. Food Service Establishments (FSEs) proposing to discharge or currently discharging wastewater into the City's sewer system shall request a FOG Wastewater Discharge Permit from the City.

B. FOG Wastewater Discharge Permits shall be subject to all provisions of these Standard Conditions and all other regulations established by the City. The conditions of FOG Wastewater Discharge Permits shall be enforced by the City in accordance with these standard conditions, City Code and applicable State and Federal Regulations.

2.2 FOG WASTEWATER DISCHARGE PERMIT CONDITIONS

The issuance of a FOG Wastewater Discharge Permit may contain any of the following conditions or limits:

A. Limits on discharge of FOG and other associated pollutants.

B. Requirements for proper operation and maintenance of grease trap or interceptors and other grease control devices.

C. Grease trap or interceptor maintenance frequency and schedule.

D. Requirements for implementation of Kitchen Best Management Practices and installation of adequate grease trap or interceptor and/or grease control device.

E. Requirements for maintaining and reporting status of Kitchen Best Management Practices

F. Requirements for maintaining and submitting logs and records, including waste hauling records and waste manifests.

G. Requirements to self-monitor.

H. Requirements for the Food Service Establishment to construct operate and maintain, at its own expense, FOG control device and sampling facilities.

I. Additional requirements as otherwise determined to be reasonably appropriate by the City Manager or their designee to protect the City's system or as specified by other Regulatory Agencies.

J. Other terms and conditions, which may be reasonably applicable to ensure compliance with these Standard Conditions.

2.3 FOG WASTEWATER DISCHARGE PERMIT MODIFICATION OF TERMS AND CONDITIONS

A. The terms and conditions of an issued permit may be subject to modification and change by the sole determination of the City Manager or their designee during the life of the permit based on:

1. The discharger's current or anticipated operating data;
2. The City's current or anticipated operating data;
3. Changes in the requirements of Regulatory Agencies which affect the City; or
4. A determination by the City Manager or their designee that such modification is appropriate to further the objectives of the City's FOG Program.

B. The Permittee may request a modification to the terms and conditions of an issued permit. The request shall be in writing stating the requested change, and the reasons for the change. The City Manager or their designee shall review the request, make a determination on the request, and respond in writing.

C. The Permittee shall be informed of any change in the permit limits, conditions, or requirements during routine compliance inspections. Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

2.4 NON-TRANSFERABILITY OF PERMITS

FOG Wastewater Discharge Permits issued under these Standard Conditions are for a specific Food Service Establishment, for a specific operation and create no vested rights.

A. No permit holder shall assign, transfer, or sell any FOG Wastewater Discharge Permit issued under these standard conditions nor use any such permit for or on any premises or for facilities or operations or discharges not expressly encompassed within the underlying permit.

B. Any permit that is transferred to a new owner or operator or to a new facility is void.

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SECTION 3 - FACILITIES REQUIREMENTS

3.1 GREASE INTERCEPTOR REQUIREMENTS

A. All Food Service Establishments shall provide wastewater acceptable to the City, under the requirements and standards established herein before discharging to any public sewer. Any Food Service Establishment required to provide FOG pretreatment shall install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of these standard conditions.

B. Grease interceptor sizing and installation shall conform to the current edition of the California Plumbing Code. Grease interceptors shall be constructed in accordance with the design approved by the City of King Building Department.

C. The grease interceptor shall be installed at a location where it shall be at all times easily accessible for inspection, cleaning, and removal of accumulated grease.

D. Grease interceptors shall be maintained in efficient operating conditions by removing accumulated fats, oils, and grease so that the accumulation of Fats, Oils, and Grease is always less than 25% of the total liquid operating depth.

E. Grease interceptors shall be inspected periodically to check for influent crossover and effluent T's, and for effective operation of the baffles and flow regulating device. Grease interceptors and their baffles shall be maintained free of all deposits of FOG and waste.

3.2 GREASE TRAP REQUIREMENTS

A. Food Service Establishments may be required to install grease traps in the waste line leading from drains, sink, and other fixtures or equipment where fats, oils, and grease may be introduced into the sewer system in quantities that can cause blockage.

B. Sizing and installation of grease traps shall conform to the current edition of the California Plumbing Code subject to approval by the City of King Building Department.

C. Grease traps shall be maintained in efficient operating conditions by removing accumulated fats, oils, and grease so that the accumulation of Fats, Oils, and Grease is always less than 25% of the total liquid operating depth.

D. Grease traps shall be maintained free of all food residues and any FOG waste removed during the cleaning and scraping process.

E. Grease traps shall be inspected periodically to check for leaking seams and pipes, and for effective operation of the baffles and flow regulating device. Grease traps and their baffles shall be maintained free of all deposits of FOG and waste. Removable baffles shall be removed and cleaned during the maintenance process.

F. Dishwashers and garbage grinders shall <u>not</u> be connected to or discharged into any grease trap.

3.3 REQUIREMENTS FOR KITCHEN BEST MANAGEMENT

A. All Food Service Establishments shall implement Kitchen Best Management Practices in accordance with the requirements and guidelines established by the City under its FOG Control Program in an effort to minimize the discharge of FOG to the sewer system.

B. All Food Service Establishments shall be required, at a minimum, to comply with the following Kitchen Best Management Practices, when applicable:

1. Installation of drain screens. Drain screens shall be installed on all drainage pipes in food preparation areas.

2. Segregation and collection of waste cooking oil. All waste cooking oil shall be collected and stored properly in recycling receptacles such as barrels or drums. Such recycling receptacles shall be maintained properly to ensure that they do not leak. Licensed waste haulers or an approved recycling facility must be used to dispose of waste cooking oil.

3. Disposal of food waste. All food waste shall be disposed of directly into the trash, garbage, or Food Waste Recycling Bin, and not in sinks.

4. Employee training. Employees of the food service establishment shall be trained by ownership/management periodically as specified in the permit, on the following subjects:

   a) How to "dry wipe" pots, pans, dishware and work areas before washing to remove grease.

   b) How to properly dispose of food waste and solids in enclosed plastic bags prior to disposal in trash bins or containers to prevent leaking and odors.

   c) How to properly dispose of waste cooking oil in recycling receptacles and proper "dry" clean-up methods for spilled waste cooking oil.

   d) Prohibition of the use of emulsifiers, degreasers or chemical/biological additives that may negatively impact the performance of a Grease Trap or Interceptor. These items are prohibited for discharge to a FOG Control Device.

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3.4 GREASE INTERCEPTOR MAINTENANCE REQUIREMENTS

A. Grease Interceptors shall be maintained in efficient operating condition by periodic removal of the full content of the interceptor which includes wastewater, accumulated FOG, floating materials, sludge and solids.

B. All existing and newly installed grease interceptors shall be maintained in a manner consistent with a maintenance frequency approved by the City Manager or their designee pursuant to this section.

C. No FOG that has accumulated in a grease interceptor shall be allowed to pass into any sewer lateral, sewer system, storm drain, or public right of way during maintenance activities.

D. Food Service Establishments with grease interceptors are required to submit data and information necessary to establish the maintenance frequency grease interceptors during regular compliance inspections or as requested for compliance with the City's FOG Control Program requirements.

E. The maintenance frequency for all Food Service Establishments with a grease interceptor shall be determined in one of the following methods:

1. Grease interceptors shall be fully pumped out and cleaned at a frequency such that the combined FOG and solids accumulation does not exceed 25% of the total design hydraulic depth of the grease interceptor. This is to ensure that the minimum hydraulic retention time and required available hydraulic volume is maintained to effectively intercept and retain FOG discharged to the sewer system.

2. All Food Service Establishments with a Grease Interceptor shall maintain their grease interceptor not less than every 90 days.

3. Grease interceptors shall be fully pumped out and cleaned quarterly at a minimum when the frequency described in the FOG Discharge Permit has not been established. The maintenance frequency shall be adjusted when sufficient data have been obtained to establish an average frequency based on the requirements described in FOG Discharge Permit and guidelines adopted pursuant to the FOG Control Program. The City Manager or their designee may change the maintenance frequency at any time to reflect changes in actual operating conditions in accordance with the FOG Control Program. Based on the actual generation of FOG from the Food Service Establishment, the maintenance frequency may increase or decrease.

4. The owner/operator of a Food Service Establishment may submit a request to the City Manager or their designee requesting a change in the maintenance frequency at any time. The Food Service Establishment has the burden of responsibility to demonstrate that the requested change in frequency reflects actual operating

conditions based on the average FOG accumulation over time and meets the requirements described in the FOG Discharge Permit and that it is in full compliance with the conditions of these Standard Conditions. Upon determination by the City Manager or their designee that requested revision is justified, the permit shall be revised accordingly to reflect the change in maintenance frequency.

5. If the grease interceptor, at any time, contains FOG and solids accumulation that does not meet the requirements described in the FOG Discharge Permit, the Food Service Establishment shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor. If deemed necessary, the City Manager or their designee may also increase the maintenance frequency of the grease interceptor from the current frequency.

F. Wastewater, accumulated FOG, floating materials, sludge/solids, and other materials removed from the grease interceptor shall be disposed of properly by waste haulers in accordance with federal, state and/or local laws. FSEs are required to obtain and maintain a copy of the waste hauler's documentation which must include:

- Name of Hauling Company
- Name and Signature of Operator performing the pump out
- Documentation of full pump out with volume of water and FOG removed (e.g. 1,500 gallons)
- Documentation of the level of floating FOG and Solids (to determine if volume exceeds 25% capacity of grease removal equipment)
- Method of determination used to assess level of FOG and Solids
- Documentation if repairs to the Grease Interceptor are required
- Identification of the facility where the waste hauler disposes of the waste.

Section 4 - ENFORCEMENT

4.1 PURPOSES AND SCOPE

A. The City finds that in order to comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to ensure that the City's sewer facilities are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the City's system by Food Service Establishments.

B. The City is willing to cooperate with all users on improvements in wastewater quality yet must be in a position to ensure that uncooperative users shall comply with these Standard Conditions and any conditions set forth in a wastewater discharge permit.

C. To ensure that all interested parties are afforded due process of law and that violations are resolved as soon as possible, the general policy of the City is that any determination relating to a notice of violation will be made by the City Manager or their designee, with a right of appeal by the permittee to the City Manager.

D. The City, at its discretion, may utilize any one, combination, or all enforcement remedies in response to any noncompliance with a permit condition or any violation of these Standard Conditions.

E. Each non-compliance or violation per day and each day of noncompliance or violation shall be taken as a separate noncompliance or violation for determining penalties and/or which enforcement actions may be taken.

F. All users have a right of appeal pursuant to the procedures set forth in these Standard Conditions and City Municipal Code.

4.2 DETERMINATION OF NONCOMPLIANCE WITH FOG WASTEWATER DISCHARGE PERMIT CONDITIONS

A. Inspection Procedures

1. Inspection of Food Service Establishments shall be conducted in the time, place, manner, and frequency determined at the sole discretion of the City Manager or their designee.

2. Noncompliance with Kitchen Best Management Practices, 25% Rule for grease traps or interceptors, maintenance frequency requirements for grease traps or interceptors, permit discharge conditions, or any discharge provisions of these Standard Conditions may be determined by an inspection of the Food Service Establishment.

3. Noncompliant conditions will be documented on the City's FOG Control Inspection Report and will be considered an initial Notice of Violation (NOV) whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.

4.3 FORMAL NOTICE OF VIOLATION (NOV)

A. In the event that it is determined that a user has not responded to a NOV that was previously issued to them or that noncompliance of any FOG standards requires their immediate attention, the City may issue a formal NOV letter, whereby the user shall comply with all directives, conditions and requirements therein within the time prescribed.

B. The issuance of a NOV may contain terms and conditions including, but not limited to, installation of FOG control devices or a grease interceptor, submittal of drawings or technical reports, payment of fees, administrative fines, limits on rate and time of discharge, or any other provisions to ensure compliance with these Standard Conditions and City Municipal Code.

4.4 PERMIT REVOCATION

A. Grounds

The City Manager or their designee may revoke any permit after a formal hearing by the City Manager when it is determined that a permittee:

1. Knowingly provides a false statement, representation, record, report, or other document to the City.

2. Refuses to provide records, reports, plans, or other documents required by the City to determine permit terms, conditions, discharge compliance, or compliance with these Standard Conditions.

3. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method.

4. Fails to comply with the terms and conditions of a Notice of Violation (NOV).

5. Discharges effluent to the City's sewer system while its permit is suspended.

6. Refuses reasonable access to the permittee's premises for the purpose of inspection and monitoring.

7. Causes interference, sewer blockages, or SSOs with the City collection, treatment, or disposal system.

8. Violates grease trap or interceptor maintenance requirements, any condition or limit of its discharge permit or any provision of the City's Standard Conditions.

9. Failed to report significant changes in operations or wastewater constituents.

10. Failed to comply with the terms and conditions of any enforcement action.

B. Notice

When the City Manager or their designee has reason to believe that grounds exist for the revocation of a permit, he/she shall give written notice by certified mail to the permittee providing a statement of the facts and existing conditions together with the time and place where the charges shall be heard by the City Manager.

4.5 TERMINATION OF SERVICE

A. The City, by order of the City Manager after a hearing by the City Manager, may physically terminate sewer service to any property as follows:

1. On an order of revocation of a permit; or

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2. Upon the failure of a person not holding a valid FOG Wastewater Discharge Permit to immediately cease the discharge, whether direct or indirect, to the City's sewer facilities.

B. All costs for physical termination as well as all costs for reinstating service shall be paid by the owner or operator of the Food Service Establishment or permittee.

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EXHIBIT 5

FOG Control Program Permit Application

City of King
212 S. Vanderhurst Avenue
King City, CA 93930
(831) 385-3281

KING CITY
CALIFORNIA

Facility Name: _____ *Permit No: _____
*(*for City office use only)*

Facility Address: _____

Owner Name: _____ Phone: _____

Manager Name: _____ Phone: _____

Mailing Address: _____ Email: _____

Type of Facility
(check all that apply)

- ☐ Full Serve Rest.
- ☐ Fast Food
- ☐ Cafeteria
- ☐ Hospital
- ☐ School/College
- ☐ Bakery
- ☐ Ice Cream Shop
- ☐ Church/Club/ Organization
- ☐ Assisted Living
- ☐ Grocery Store
- ☐ Coffee Shop
- ☐ Deli
- ☐ Butcher shop
- ☐ Other _____

Seating Capacity: _____ Number of Employees: _____

Hours *(i.e. 8am-5pm)*:
Sun: _____ Mon: _____ Tue: _____ Wed: _____ Thu: _____ Fri: _____ Sat: _____

Types of Fixtures
(indicate quantity)

- ☐ Deep Fryers _____
- ☐ Grills _____
- ☐ Ovens _____
- ☐ 3 Comp. sinks _____
- ☐ 2 Comp. sinks _____
- ☐ 1 Comp. sinks _____
- ☐ Tilt Kettles _____
- ☐ Garbage Grinders _____
- ☐ Dishwashers _____
- ☐ Wok Ranges _____
- ☐ Pre-wash sinks _____
- ☐ Mop sinks _____
- ☐ Floor Drains _____

Types of Grease Abatement
(indicate quantity)

- ☐ Outside Grease Interceptor _____
- ☐ Indoor Manual Grease Trap _____
- ☐ Automatic Grease Removal Device (GRD)
- ☐ Unknown ☐ None

Serviced By:

- ☐ Hauler: _____
  (name & pumping interval)
- ☐ Self: _____
  (how often?)
- ☐ Clean Grease Rendering Co *(for fryer oil)*: _____

I declare under penalty of perjury that the above information is true, correct, and complete. I understand the information requested and I inspected the premises before completing this form.

Owner/Authorized Representative: _____ Title: _____
(please print)

Signature: _____ Date: _____

KING CITY
CALIFORNIA

Item No. 11(B)

REPORT TO THE CITY COUNCIL

DATE: **SEPTEMBER 8, 2020**

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

FROM: **STEVEN ADAMS, CITY MANAGER**

RE: **CONSIDERATION OF COVID-19 STATUS REPORT**

RECOMMENDATION:

It is recommended the City Council: 1) receive the status report on City COVID-19 related activities; and 2) provide staff direction on any additional actions requested.

BACKGROUND:

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

On March 18th, the Monterey County Health Officer issued a Shelter in Place Order, which was reissued on April 3rd with increased restrictions. Under the Municipal Code, the County Health Officer also serves as the City's Health Officer. A similar order was issued by the Governor of California for the entire State of California on March 19th, which has been followed with a number of subsequent changes. On April 30, 2020, a subsequent Order was issued by the County Health Officer, which allows additional businesses to reopen under restrictions and established protocols.

Since then, the State has approved a variance request from the County of Monterey enabling the County to proceed to an additional stage of the "Resilience Roadmap for State Reopening", which allowed indoor restaurant dining, indoor retail sales and churches. Additional orders were issued by the County Health Officer on May 8, 2020 and May 26, 2020 to implement the reopening process consistent with the State guidelines. Most recently, in response to the Governor's Order, a new Order was issued by the County Health

Officer on July 8th that now once again prohibits operation of bars and indoor dining in restaurants.

The City has been tasked with enforcing the Orders. Therefore, at the April 14th meeting, the City Council adopted an Urgency Ordinance establishing enforcement and appeals procedures for the orders of the County Health Officer related to the COVID-19 pandemic within the City of King in order to establish an effective and clear process. At the May 12, 2020 meeting, the City Council voted to extend the enforcement and appeals procedures through June 9, 2020, at which time it expired.

Since the pandemic began, the City has been involved in implementing an extensive number of measures aimed at enforcement of the County's orders, safety of City facilities and staff, public education, business assistance, and assistance to the public in need due to the impacts of COVID-19. The City has attempted to maintain a consistent approach throughout this crisis in order to respond to both health and economic needs, as well as the diverse concerns of those in the community. This approach has been to maintain the City's focus on fulfilling the responsibilities it is assigned in the most fair and impartial manner possible; to accurately follow the directions of the County Health Officer, Governor and medical experts; and to take all proactive steps feasible to effectively manage the tasks assigned, but to limit actions to the City's authority and technical expertise.

At the June 23, 2020 meeting, the City Council requested staff to place on each agenda an ongoing status report of City COVID-19 efforts. In response, staff has prepared this report, which provides a history and summary of the impacts, status and response related to COVID-19 in King City. Staff intends to provide the same written report to the Council each meeting with new activities added to it. By doing that, anyone from the public seeking information can obtain the full overview be accessing the most recent report.

DISCUSSION:

COVID-19 Case Summary

As of September 1, 2020, the County of Monterey has had a total of 8,068 confirmed COVID-19 cases, 482 hospitalizations, and 58 fatalities. Of the total number of cases, 5,144 have recovered. In the 93930 zip code, there have been a total of 531 cases, which represents 6.58% of the total in Monterey County and a slow but steady reduced percentage. Of this number, 370 have recovered.

Completed and Ongoing City Activities

The following is a summary of the most significant measures the City has taken in response to the pandemic since it began: .

- A comprehensive Pandemic Emergency Plan was immediately prepared, implemented and continues to be updated as circumstances evolve.

- The City is coordinating closely with the other South Monterey County cities, and the City's multi-agency Emergency Preparedness Committee has met via teleconference on a regular basis to coordinate a community-wide response.

- The City partnered with Mee Memorial Hospital to access N-95 masks and training for public safety personnel.

- Strict sanitation and social distancing policies have been implemented in all City operations.

- All City public events and recreation programs were cancelled.

- All park playground, restroom and picnic areas were closed and signs and temporary fencing installed.

- Technology capabilities were established to implement telecommuting practices to reduce the number of staff on site. Public Works crews were divided into separate work units to avoid potential exposure. With the reopening of City Hall, these practices have been discontinued at this time except on an as needed basis.

- New procedures were established and technology acquired to implement virtual City Council and other regular ongoing meetings.

- Notification of each of the Shelter in Place Orders issued by the County Health Officer were translated and distributed door to door to each business by the Police Department. The Police Department provided personal assistance to businesses by explaining and reviewing compliance with reopening requirements.
- Retail business public safety best practices were drafted and delivered to each exempted business during the Shelter in Place Order prior to the State's guidance of safety requirements.

- The Police Department established a process for making determinations on which businesses met the criteria of an "essential" business in a fair and

impartial manner, as well as response to other questions regarding what activities are allowed.

- The Police Department has patrolled the downtown area and responded to complaints regarding violations of the Shelter in Place Order.

- King City was the only jurisdiction in Monterey County to adopt its own enforcement, citation and appeal ordinance.

- Information was distributed to the public regarding procedures to report price gauging violations.

- Warning signs for customers were prepared and placed at the entrance of every exempted store. These have now been replaced by new professionally designed and printed signs that have been distributed to each business to display on their window.

- Instructional pedestrian signs were placed on the sidewalks in the downtown area, and handwashing stations were placed at strategic locations throughout the commercial areas. These items were removed when most businesses were allowed to reopen.

- A budget contingency plan to address the revenue impacts from COVID-19 was prepared and later adopted by the City Council.

- The Finance Department submitted an application for Federal Emergency Management Agency (FEMA) reimbursement of COVID-19 emergency response expenditures and established an expense tracking system.

- The City has distributed public education information to the public on an ongoing basis through regular Facebook posts, flyers, press releases, KRKC radio ads, and public service announcements.

- A direct mailer was distributed to every household to notify the public on the County Health Officer Order requiring face coverings.

- A new section devoted to COVID-19 information was created on the City's website and updated on a regular basis.

- The Mayor and Mayor Pro Tem recorded a series of public service announcements in both English and Spanish, which were posted on Facebook and YouTube.

- The City coordinated a joint public service announcement of all the South Monterey County mayors.

- A special issue of the City Newsletter was dedicated entirely to information on COVID-19 and was distributed to every household and business.

- The City developed a contact list of local agricultural employers, facilitated a virtual training session with Mee Memorial Hospital provided to representatives of each employer, developed and distributed guidelines and requested best practices, and provided masks at no cost for agricultural workers.

- City staff prepared an inventory of all food and supply assistance and delivery programs, prepared and distributed informational materials to the public on the services available, coordinated with the Monterey County Food Bank to provide a new weekly food pickup program, and acquired resources to make available free pet food and diapers to the public in need on a periodic basis.

- The City partnered with the Small Business Development Center (SBDC) to offer personal assistance to business owners in applying for Federal Cares Act and other funding grants and loans, prepared and mailed multiple flyers on each of the deadlines to every King City business, and contacted businesses by phone to promote workshops held by the SBDC.

- The City Council adopted an ordinance to prohibit evictions of commercial tenants to accompany the Governor's Order restricting evictions of residential tenants.

- Restricted parking was installed upon request to assist restaurants to provide curbside service.

- A program was developed in partnership with Cal Water to freeze minimum water and wastewater accounts while businesses were closed.

- Hundreds of free Census 2020 masks were distributed by the Police Department to businesses to provide to their customers.

- Equipment was purchased and installed at City Hall to protect the health of City employees and customers in order to reopen City Hall, which include screens, signage, floor mat social distancing signs, and access barriers.

- The City developed an expanded public information campaign in July to increase public safety compliance by promoting the importance of three basic practices; 1: wearing face coverings; 2) distancing 6 feet from other individuals; and 3) washing hands before touching one's face. Since regulations became increasingly complex and rapidly changing, the

campaign was designed to emphasize the most important basics. A public information mailer was designed and mailed to all households within King City and the surrounding areas. New radio ads have aired on KRKC and frequent items are posted on Facebook.

- A process has been established on how to respond if an employee is tested positive for COVID-19, which has been communicated to all employees. Human Resources has tracked and is prepared to implement all leave benefits established by the Federal government.

- The City Council adopted an urgency ordinance establishing a citation process on face covering requirements. Staff released a press release, posted a Facebook announcement, and included information on the website.

- A letter was approved and sent to the County Health Officer requesting guidance on concerns involving bounce houses. Public information on bounce house safety measures was provided to the City.

- Banners with park restrictions have been designed, printed and installed at City parks.

- In response to the letter submitted by the Mayor to the County Health Officer, flyers were received from the County providing bounce house safety information. The flyers have been printed and distributed by the Police Department to party stores with a request to provide a copy to anyone renting a bounce house.

Current City Activities

- The City is leading an extensive effort to help identify strategies to relocate the homeless individuals in the nearby encampment to temporary or permanent housing. A committee consisting of over 30 representatives from multiple agencies has been meeting on a regular basis. Funding has been obtained from the County Homeless Coalition and staff is pursuing other funding sources through the County and the City's allocation of various CARES funds. Information has been recorded for each individual by a team of case workers, who are now working together to identify assistance each may be eligible for based on their specific situation and needs.

- An application was submitted for CDBG Cares funds to develop a program to provide local residents that have lost employment due to COVID-19 with assistance in paying utility bills, rent and mortgage payments.

- Staff solicited bids for increased contract cleaning services on a temporary basis.

- Since the face covering ordinance was adopted, the Police Department has issued 5 warnings and no citations.

- On Friday, August 28th, the Governor issued a new blueprint for reducing COVID-19 in the state with revised criteria for loosening and tightening restrictions. Staff has been reviewing the guidelines to determine what has changed. The primary impact on King City is that salons are now allowed to open. The new blueprint places each county in one of 4 risk levels: widespread, substantial, moderate and minimal. Monterey County is in the widespread tier. All but 19 counties in the state are in the same tier. To move to the substantial tier, it must experience less than 7 daily new cases per 100,000 people for 2 consecutive weeks.

COST ANALYSIS:

No cost impact is associated with this item since it is limited to an update of past and current activities. Staff continues to track expenses associated with the COVID-19 response for 75% FEMA reimbursement.

ENVIRONMENTAL REVIEW:

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

ALTERNATIVES:

The following alternatives are provided for Council consideration:

1. Receive the status report;
2. Provide staff direction on any desired additional actions;
3. Provide staff direction on any current activities Council requests to change or discontinue; or
4. Provide staff other direction.

Prepared and Approved by: _____
Steven Adams, City Manager