



AGENDA

REGULAR MEETINGS

*** * ***

CLAYTON CITY COUNCIL and CLAYTON REDEVELOPMENT AGENCY

TUESDAY, NOVEMBER 4, 2008

7:00 p.m.

*Meeting Room, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517*

Mayor: Gregory J. Manning

Vice Mayor: Julie K. Pierce

Council Members

David T. Shuey

Hank Stratford

William R. Walcutt

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail on Monday prior to the Council meeting.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City Website at www.ci.clayton.ca.us
- Any writings or documents provided to a majority of the City Council after distribution of the Agenda Packet and regarding any public item on this Agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours.
- If you have a physical impairment that requires special accommodations to participate, please call the City Clerk's office at least 72 hours in advance of the meeting at (925) 673-7304.

*** CITY COUNCIL ***

November 4, 2008

7:00 P.M.

1. **CALL TO ORDER AND ROLL CALL** – Mayor Manning.

2. **CLOSED SESSION** - None.

3. **PLEDGE OF ALLEGIANCE** – led by Mayor Manning.

4. **CONSENT CALENDAR**

Consent Calendar items are typically routine in nature and are considered for approval by the City Council with one single motion. Members of the Council, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment, question or input may request so through the Mayor.

(a) Approve the minutes of the regular meeting of October 21, 2008. ([View Here](#))

(b) Approve Financial Demands and Obligations of the City. ([View Here](#))

(c) Adopt a Resolution accepting the Clayton Community Park Renovation Project as complete and ordering the filing of a Notice of Completion (CIP No. 10407). ([View Here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Proclamation declaring November 5, 2008 as “Shelter in Place Education Day.” ([View Here](#))

(b) Introduction of Clayton’s newest Police Officers.

6. **REPORTS**

(a) Planning Commission – Commissioner Sandra Johnson.

(b) Trails and Landscaping Committee – No meeting held to report.

(c) City Manager/Staff

(d) City Council - Reports from Council liaisons to Regional Committees, Commissions and Boards.

(e) Other

7. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

Citizens may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) by completing a speaker card available on the Lobby table and forwarding it to the City Clerk. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Mayor's discretion. When one's name is called by the Mayor, the speaker shall advance to the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed when each item is considered by the City Council.

8. **PUBLIC HEARING** – None.

9. **ACTION ITEMS** – None.

10. **COUNCIL ITEMS** – limited to requests and directives for future meetings.

11. **ADJOURNMENT** – the next regularly scheduled meeting of Tuesday, November 18, 2008

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*** CLAYTON REDEVELOPMENT AGENCY ***

November 4, 2008

1. CALL TO ORDER AND ROLL CALL- Chairman Stratford.

2. PUBLIC COMMENTS

Citizens may address the Redevelopment Agency on items within the Agency's jurisdiction, (which are not on the agenda) by completing a speaker card and forwarding it to the Secretary. To assure an orderly meeting and an equal opportunity for everyone, each speaker is limited to 3 minutes, enforced at the Chair's discretion. When the Chair calls one's name, the speaker shall advance to the public podium and adhere to the time limit. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. Board Members may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter.

Public comment and input on Public Hearing, Action Items and other Agenda Items will be allowed as each item is considered.

3. CONSENT CALENDAR

Consent Calendar items are typically routine in nature and are considered for approval by the Board of Directors with one single motion. Members of the Board, Audience, or Staff wishing an item removed from the Consent Calendar for purpose of public comment or input may request so through the Chair.

- (a) Approve the minutes of the regular meeting of October 21, 2008. ([View Here](#))
- (b) Approve the Agreement of Purchase and Sale and Joint Escrow Instructions with Barnaby and Rachel Gloger for the Agency's sale of 278 Stranahan Circle, Clayton, CA (APN 119-620-040-4) in the amount of \$280,000.00 as a Moderate Income Affordable Housing Unit for forty-five (45) years. ([View Here](#))

4. PUBLIC HEARING- None.

5. ACTION ITEMS – None.

6. BOARD ITEMS – limited to requests and directives for future meetings.

7. ADJOURNMENT – the next regular Redevelopment Agency meeting will be scheduled as needed.

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MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL

Agenda Date: 11-4-08

Agenda Item: 4a

TUESDAY, October 21, 2008

1. **CALL TO ORDER & ROLL CALL** – the meeting was called to order at 6:02 p.m. by Mayor Manning in the Library Community Meeting Room, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Manning, Vice Mayor Pierce, Councilmembers Shuey (arrived during closed session), Stratford and Walcutt. Staff present: City Manager Gary Napper, City Attorney Dan Adams and City Clerk Laci Jackson.

2. **CLOSED SESSION-** On call by Mayor Manning, the City Council adjourned into Closed Session for the stated purposes at 6:02 p.m.

- (a) *Government Code Section 54956.9(b)(1)*, Conference with Legal Counsel
Anticipated Litigation: One (1) case.
- (b) *Government Code Section 54956.8*, Conference with Real Property Negotiator
Real Properties: APNs 119-050-008, 119-050-009 & 119-050-034 (1005 & 1007 Oak St.)
Instructions to City Negotiator (City Manager) concerning price, terms & conditions.
Negotiating Parties: Uzoma Nwakuche, LLB.

7:08 p.m.-Report out of Closed Session: Mayor Manning reported the Council received a report and provided direction to legal counsel and would adjourn back into closed session to discuss Item 2(b) after the conclusion of the Redevelopment Agency meeting.

3. **PLEDGE OF ALLEGIANCE** – Led by Mayor Manning.

4. **CONSENT CALENDAR-** It was moved by Councilmember Walcutt, seconded by Vice Mayor Pierce to approve the Consent Calendar (5-0 vote).

- (a) Approved the minutes of the regular meeting of October 7, 2008.
- (b) Approved Financial Demands and Obligations of the City.
- (c) Adopted Resolution 55-2008 finding the 2008 Pavement Rehabilitation Project (CIP No. 10406) as complete and ordering the filing of a Notice of Completion.
- (d) Adopted Resolution 56-2008 approving an Easement Agreement with and granting an easement to the Contra Costa Water District for water meters at The Grove Park.
- (e) Approved City co-sponsorship and flat fee donation of \$168 from the Clayton Woman's Club for use of the Library Community Meeting Room for their Annual Craft Sale on November 22 and 23, 2008.
- (f) Approved the closure of the Clayton Community Library on certain holiday/weekend Sundays (4) in 2009.

5. **RECOGNITIONS AND PRESENTATIONS**

- (a) Mayor Manning presented a Certificate of Recognition to Brooke Townsend for voluntary Community Beautification and Litter Removal.

- (b) Mayor Manning presented Certificates of Recognition to the 2008 "Concerts in The Grove" Volunteer Committee. Howard Geller, Concert Promoter thanked the volunteers for giving up 14 Saturdays and for their hard work with set up and take down.
- (c) Mayor Manning presented a Proclamation declaring October 27-30, 2008 as "Red Ribbon Week" in the City of Clayton to Sergeant Marchut of the Clayton Police Department. Sergeant Marchut stated the Police department would be working with Mt. Diablo Elementary school to promote Red Ribbon Week.

6. **REPORTS**

- (a) Planning Commission – Commissioner Haydon reported on the October 14th meeting of the Planning Commission. The Commission reviewed and discussed the Clayton Town Center Retail Study and received a presentation by Mr. Harrigan (EDS) on his draft Downtown Retail Commercial analysis and recommendation. They also held a study session to review the amendments to the Municipal Code for increases in the heights and size additions that require a presentation to the Planning Commission.
- (b) Trails and Landscaping Committee – No meeting held to report.
- (c) The City Manager reported the City is soliciting feedback about the Concerts in The Grove series in an electronic survey available on the City of Clayton's website. He stated the surveys are anonymous and that business owners in the downtown area received a paper copy of the survey for completion. He also stated that the California Redevelopment Association had voted to sue the State for seizing \$350 million in local agency monies to balance the State budget. Further he stated the cities are still in jeopardy of losing more money because the State Budget is already \$3 billion out of balance.

Councilmember Walcutt asked when a presentation on the Concerts in The Grove would be expected. The City Manager indicated the second meeting in November.

- (d) City Council

Councilmember Shuey attended meetings with the Quarry and neighbors to discuss concerns.

Councilmember Stratford met with Ed Hartley, Clayton Bocce Federation, to discuss that subject.

Vice Mayor Pierce attended a TRANSPAC meeting and a central county planning committee meeting. She also attended a New Year's Eve planning meeting and stated the committee was asking for donations and community sponsors. She stated the events theme this year is "Passport to 2009." She also attended a Transportation Authority meeting.

Mayor Manning attended the Library Commission meeting and noted the library is doing very well. He was recently installed as the Chairman of the Board for the County Connection. He reported a new CERT class was in progress and that they would be holding an all county CERT drill on October 25th. He participated in the Oktoberfest activities, attended a meeting of the County Connection and the Mayors' Conference. Also, as Chairman of the County Connection he attended the American Association of Transportation Conference in San Diego, and stated the County Connection would soon begin operating a hybrid diesel bus. He also attended the New Year's Eve committee meeting and the Library Foundation Book Sale.

- (e) Other – Introduction of City Council candidates present in the audience.

Jim Diaz noted he is a 30 year resident of Clayton seeking one of the vacant City Council positions. He has been active in CBCA, the Art and Wine Festival, and the Concerts in The Grove. He thanked his supporters and the Clayton Police Department for their endorsement.

Howard Geller stated his commitment to community started more than 30 years ago with the Kiddie Land at the 4th of July Parade, the Clayton Round-up, and the Concerts in The Grove. He stated he would not be afraid to make crucial decisions. He wants to maximize the Landscape District, and bring a "Shop Clayton First" program to the Community. He also wants to bring businesses and people to the downtown.

Keith Haydon has been on the Planning Commission for over 12 years, has worked on the citywide landscape initiatives, and is active in his Homeowners Association. He believes City Committee experience is crucial. He stated his goals are to continue to keep a balanced budget and bring additional growth to the downtown area. He stated with his experience and ideas he would be a good addition to the Council.

Allen Lampo is running for the City Council and has lived in Clayton for 12 years. He is involved with Boy Scouts Troop 444, the Homeowners Association Board in Dana Ridge, announces at the Dana Hills swim meets. He is active but wants to do more; he wants to attract new business to the community, offer first year tax breaks, help with loans, and help new business owners start business. He stated this will help keep the budget balanced and build Clayton appropriate buildings.

Julie Pierce is running for re-election and has been on the Council for 16 years. She stated that during that time the State has taken \$5 million from the City and while she has been part of the Council they have maintained a balanced budget without visible impacts to the community. She stated the City needs economic development but she will not spend money on projects that the City can not maintain. She is the co-chair of the New Year's Eve and 4th of July Parade committees. She also has the endorsement of the Police Officers Association. She thanked everyone for their support.

Councilmember Shuey noted the Clayton Cleans Up is being sponsored by the *Clayton Pioneer* on April 25, 2009 and if citizens want to volunteer they should contact Tamara Steiner.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Richard Taylor has been leading the Halloween Ghost Walk in Clayton for 28 years and has had up to 500 people attend on one evening. The walk begins at Endeavor Hall at 8pm. Also, there will be celebrity ghosts and everyone who completes the walk receives a certificate stating they survived the Clayton Ghost Walk.

8. PUBLIC HEARINGS- None.

9. **ACTION ITEMS**

- (a) Continued consideration of a Resolution endorsing the East Bay Regional Parks District's (EBRPD) November 2008 ballot measure (Measure WW) to extend its regional open space, wildlife, shoreline and parks Bond.

The City Manager stated Measure WW is an extension of an existing tax that would provide another \$500 million over a 20 year period. Clayton would receive \$492,000 for local parks and recreation projects. This is the third time this issue has been in front of the Council for consideration. The Trails and Landscaping Committee did look at this issue but declined to make a recommendation.

No Public Comments were received.

Councilmember Walcutt stated he supports this measure.

Councilmember Shuey stated he was initially reluctant to support this measure but was satisfied with the responses from the EBRPD.

Councilmember Stratford stated he is not supporting the measure though he would love to see Clayton get the money. He has concerns with the measure because EBRPD would be purchasing property without a plan to maintain it. Also, he is not comfortable with private properties coming off the tax rolls after the EBRPD purchases the land.

Vice Mayor Pierce is opposed to the measure because it is for capital acquisition only and has no provision for maintenance. She stated many of the properties are already protected from development, are under private maintenance and are on the tax rolls. The EBRPD already has 65 parks and over 1,500 miles of trails and while she would love to see the City receive the money from the measure, the price is too high.

Mayor Manning stated he sees this as something that is going to last 20 years and the population of this county is going to increase significantly. With this increase the citizens are going to want recreation and open space. He also stated he does not trust the county to maintain the Urban Limit Line. He stated this is something that is needed.

Councilmember Walcutt also noted land prices are lower than they have been in 20 years so it is a good time to buy; based on EBRPD's proven record there is no reason not to believe them.

It was moved by Councilmember Walcutt, seconded by Councilmember Shuey to approve Resolution 57-2008 (Passed 3-2 (vote); Noes: Pierce and Stratford).

- (b) Presentation and consideration of the Trails and Landscaping Committee's final recommendation for the establishment of an Adopt-a-Trail Program.

The Assistant to the City Manager presented the staff report and stated there were two different types of groups being targeted by the program. The first would a sponsorship that would provide \$1,000 annually to go toward the repair of trails and the second would be to simply pick up trash on the trails.

Trails and Landscaping Committee member Virginia Siegel stated that Ms. Hoffmeister had explained the program well and that she was open to any questions from the Council.

Vice Mayor Pierce thanked the TLC Subcommittee for their hard work on this program and stated it would truly be a self funded program. She also thanked the Trails and Landscaping Committee.

Mayor Manning asked if there were Public Comment.

Tamara Steiner asked what the revenue collected would be used for. Ms. Siegel stated the money would be put back into the trails.

The Council then discussed the trail markers. Ms. Siegel thanked the Maintenance staff for the design of the trail markers.

It was moved by Vice Mayor Pierce, seconded by Councilmember Stratford to approve the "Adopt-a-Trail" Program and begin its implementation with staff (5-0 vote).

RECESS

At 8:25 p.m. Mayor Manning recessed the City Council meeting until after the completion of the Redevelopment Agency meeting.

RECONVENE

On call by Mayor Manning at 10:05 p.m., the Council reconvened to Closed Session to discuss Item 2b.

2. CLOSED SESSION

- (b) *Government Code Section 54956.8, Conference with Real Property Negotiator*
Real Properties: APNs 119-050-008, 119-050-009 & 119-050-034 (1005 & 1007 Oak St.)
Instructions to City Negotiator (City Manager) concerning price, terms & conditions.
Negotiating Parties: Uzoma Nwakuche, LLB.

10:28- Report out of Closed Session- Mayor Manning report the Council gave direction to the Real Property Negotiator.

10. COUNCIL ITEMS – None.

11. ADJOURNMENT– On call by Mayor Manning the meeting adjourned at 10:28 p.m.

Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Gregory J. Manning, Mayor



Agenda Date: 11/04/08

Agenda Item: 4 b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MERRY PELLETIER, FINANCE MANAGER
DATE: NOVEMBER 4, 2008
SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION

Approve the following obligations.

RUN DATE

OBLIGATION NUMBERS

TOTALS

10/28/08	15228	\$108.00
10/31/08	15229 – 15266	\$128,276.35

Attachments:

Batch 3932 (2 pages)

Batch 3934 (9 pages)

Run date: 10/28/2008 @ 11:59
Bus date: 10/28/2008

City of Clayton
* * * Journal entry trace * * *

CS03932.L02 Page 1

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	Obligation summary A101-2101-00.0.0-000		entry					108.00CR
PJ	Alameda County Sheriff's Offic A101-7373-06.0.0-000 Desc1.....: Training - Marchut 11/08	15228	entry	10/28/08				108.00

Batch 3932 posted on 10/28/08 by 1004 for business date 10/28/08

Run date: 10/28/2008 @ 11:59
Bus date: 10/28/2008

City of Clayton
* * * Journal entry trace * * *

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Jnl	Period	Account	Description	Debit	Credit	Balance
PJ			Purchase Journal			
	04 2009	A101-2101 00.0.0-000	Accounts Payable		108.00	
	04 2009	A101-7373 06.0.0-000	Education & Training	108.00		
			Total for Financial Reporting System	108.00	108.00	.00

Batch 3932 posted on 10/28/08 by 1004 for business date 10/28/08

Run date: 10/31/2008 @ 13:02
 Bus date: 10/31/2008

City of Clayton
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CS03934.L02 Page 1

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	Obligation summary A101-2101-00.0.0-000		entry					69,782.12CR
PJ	Obligation summary A201-2101-00.0.0-000		entry					4,079.27CR
PJ	Obligation summary A210-2101-00.0.0-000		entry					9,329.93CR
PJ	Obligation summary A211-2101-00.0.0-000		entry					103.86CR
PJ	Obligation summary A214-2101-00.0.0-000		entry					8,059.30CR
PJ	Obligation summary A230-2101-00.0.0-000		entry					2,014.36CR
PJ	Obligation summary A302-2101-00.0.0-000		entry					70.21CR
PJ	Obligation summary A303-2101-00.0.0-000		entry					26,299.84CR
PJ	Obligation summary A502-2101-00.0.0-000		entry					336.09CR
PJ	Obligation summary A601-2101-00.0.0-000		entry					1,529.25CR
PJ	Obligation summary A701-2101-00.0.0-000		entry					5,384.65CR
PJ	Obligation summary A702-2101-00.0.0-000		entry					692.19CR
PJ	Undercover Computers A101-7415-02.0.0-000	15229	entry	201 10/08				487.50
	Desc1.....: Adm Computer Svc 10/08							
PJ	CalPERS A101-7220-02.0.0-000	15230	entry PPE 10/19/					4,104.92
	Desc1.....: Retirement PPE 10/19/08							
PJ	CalPERS A101-7220-03.0.0-000	15230	entry PPE 10/19/					2,411.90
	Desc1.....: Retirement PPE 10/19/08							
PJ	CalPERS A101-7220-04.0.0-000	15230	entry PPE 10/19/					1,398.43
	Desc1.....: Retirement PPE 10/19/08							
PJ	CalPERS A101-7220-06.0.0-000	15230	entry PPE 10/19/					12,974.53
	Desc1.....: Retirement PPE 10/19/08							
PJ	CalPERS A230-7220-00.0.0-813	15230	entry PPE 10/19/					905.07
	Desc1.....: Retirement PPE 10/19/08							
PJ	CalPERS Health A101-7246-02.0.0-000	15231	entry	303				5,907.92
	Desc1.....: Health Insurance 10/08							
PJ	CalPERS Health A101-7246-03.0.0-000	15231	entry	303				3,392.82
	Desc1.....: Health Insurance 10/08							
PJ	CalPERS Health A101-7246-04.0.0-000	15231	entry	303				2,165.08
	Desc1.....: Health Insurance 10/08							
PJ	CalPERS Health A101-7246-06.0.0-000	15231	entry	303				7,375.42
	Desc1.....: Health Insurance 10/08							

Run date: 10/31/2008 @ 13:02
 Bus date: 10/31/2008

City of Clayton
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CS03934.L02 Page 2

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	CalPERS Health A230-7246-00.0.0-000 Desc1.....: Health Insurance 10/08	15231	entry	303				1,065.86
PJ	Health Care Dental Trust A101-7246-02.0.0-000 Desc1.....: Dental Premium 10/08	15232	entry	79222				492.04
PJ	Health Care Dental Trust A101-7246-03.0.0-000 Desc1.....: Dental Premium 10/08	15232	entry	79222				405.18
PJ	Health Care Dental Trust A101-7246-04.0.0-000 Desc1.....: Dental Premium 10/08	15232	entry	79222				202.59
PJ	Health Care Dental Trust A101-7246-06.0.0-000 Desc1.....: Dental Premium 10/08	15232	entry	79222				820.26
PJ	Health Care Dental Trust A230-7246-00.0.0-000 Desc1.....: Dental Premium 10/08	15232	entry	79222				43.43
PJ	AT&T/CalNet A101-7332-02.0.0-000 Desc1.....: Local Phone Svc 10/08	15233	entry	10/8/08				217.39
PJ	AT&T/CalNet A101-7332-06.0.0-000 Desc1.....: Local Phone Svc 10/08	15233	entry	10/8/08				449.11
PJ	AT&T/CalNet A101-7332-07.0.0-000 Desc1.....: Local Phone Svc 10/08	15233	entry	10/8/08				178.63
PJ	PG&E A201-7335-00.0.0-000 Desc1.....: Svc: Irrig & Signal 10/08 (Mst)	15234	entry	10/16/08				31.54
PJ	PG&E A210-7335-00.0.0-000 Desc1.....: Svc: Irrig & Signal 10/08 (Mst)	15234	entry	10/16/08				462.83
PJ	PG&E A101-7335-03.0.0-000 Desc1.....: Service 10/08 (Small Master)	15235	entry	10/22/08				2,112.58
PJ	PG&E A201-7335-00.0.0-000 Desc1.....: Service 10/08 (Small Master)	15235	entry	10/22/08				192.85
PJ	PG&E A210-7335-00.0.0-000 Desc1.....: Service 10/08 (Small Master)	15235	entry	10/22/08				315.93
PJ	PG&E A101-7335-03.0.0-000 Desc1.....: Service 10/08 (Master)	15236	entry	10/15/08				951.16
PJ	PG&E A101-7335-07.0.0-000 Desc1.....: Service 10/08 (Master)	15236	entry	10/15/08				4,612.73
PJ	PG&E A101-7335-09.0.0-000 Desc1.....: Service 10/08 (Master)	15236	entry	10/15/08				242.09
PJ	PG&E A201-7335-00.0.0-000 Desc1.....: Service 10/08 (Master)	15236	entry	10/15/08				3,122.88

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
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PJ	PG&E A214-7335-00.0.0-000 Desc1.....: Service 10/08 (Master)	15236	entry	10/15/08				8,059.30
PJ	PG&E A101-7335-03.0.0-000 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				32.81
PJ	PG&E A210-7335-00.0.0-000 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				178.62
PJ	PG&E A211-7335-00.0.0-000 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				103.86
PJ	PG&E A302-7520-00.0.0-008 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				12.22
PJ	PG&E A302-7520-00.0.0-009 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				8.99
PJ	PG&E A702-7335-00.0.0-000 Desc1.....: Service 10/08 (Individual Inv)	15237	entry	10/21/08				192.19
PJ	US Bank Corp Pymt System A101-7312-05.0.0-000 Desc1.....: Adm: Misc Charges 9/08	15238	entry	9/22/08				835.71
PJ	US Bank Corp Pymt System A101-7331-05.0.0-000 Desc1.....: Adm: Misc Charges 9/08	15238	entry	9/22/08				130.98
PJ	US Bank Corp Pymt System A101-7341-07.0.0-000 Desc1.....: Adm: Misc Charges 9/08	15238	entry	9/22/08				88.94
PJ	US Bank Corp Pymt System A101-7419-02.0.0-000 Desc1.....: Adm: Misc Charges 9/08	15238	entry	9/22/08				49.95
PJ	US Bank Corp Pymt System A101-7430-08.0.0-000 Desc1.....: Adm: Misc Charges 9/08	15238	entry	9/22/08				3,093.00
PJ	US Bank Corp Pymt System A101-7311-03.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				205.10
PJ	US Bank Corp Pymt System A101-7341-03.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				46.40
PJ	US Bank Corp Pymt System A101-7342-03.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				194.75
PJ	US Bank Corp Pymt System A101-7343-03.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				203.59
PJ	US Bank Corp Pymt System A101-7344-03.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				2,122.27

Run date: 10/31/2008 @ 13:02
 Bus date: 10/31/2008

City of Clayton
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CS03934.L02 Page 4

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	US Bank Corp Pymt System A210-7311-00.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				21.88
PJ	US Bank Corp Pymt System A210-7316-00.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				1,912.81
PJ	US Bank Corp Pymt System A210-7344-00.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				349.77
PJ	US Bank Corp Pymt System A210-7419-00.0.0-000 Desc1.....: PW Misc Charges 9/08	15239	entry	9/22/08				1,079.76
PJ	US Bank Corp Pymt System A101-7311-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				1,241.93
PJ	US Bank Corp Pymt System A101-7312-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				271.20
PJ	US Bank Corp Pymt System A101-7314-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				15.96
PJ	US Bank Corp Pymt System A101-7342-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				118.00
PJ	US Bank Corp Pymt System A101-7343-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				100.00
PJ	US Bank Corp Pymt System A101-7344-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				2,946.95
PJ	US Bank Corp Pymt System A101-7373-06.0.0-000 Desc1.....: PD Misc Charges 9/08	15240	entry	9/22/08				56.12
PJ	Office Depot A101-7311-03.0.0-000 Desc1.....: PW Supplies 9/08	15241	entry	444196350				219.61
PJ	Mt. Diablo Unified School Dist A701-7310-00.0.0-000 Desc1.....: DV Gym Expenses 7-9/08	15242	entry	AR194853				657.61
PJ	Mt. Diablo Unified School Dist A701-7335-00.0.0-000 Desc1.....: DV Gym Expenses 7-9/08	15242	entry	AR194853				4,727.04
PJ	CCC Office of the Sheriff-Coro A101-7425-06.0.0-000 Desc1.....: PD-Crime Lab Blood 7-9/08	15243	entry	CLPD-308				590.67
PJ	Sprint Comm (PW & ADM) A101-7332-02.0.0-000 Desc1.....: PW & Adm Cell Phones 9/08	15244	entry	077 9/08				100.82
PJ	Sprint Comm (PW & ADM) A101-7332-03.0.0-000 Desc1.....: PW & Adm Cell Phones 9/08	15244	entry	077 9/08				187.11
PJ	All City Management Services, A101-7419-06.0.0-000 Desc1.....: PD-Crossing Guard WE 10/11/08	15245	entry	14481				451.50

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	City of Concord A101-7312-06.0.0-000 Desc1.....: PD Print Veh Ck Lbl 10/08	15246	entry	13121				118.00
PJ	City of Concord A101-7312-06.0.0-000 Desc1.....: PD Print Veh Ck Lbl 10/08	15247	entry	13069				102.00
PJ	City of Concord A101-7312-05.0.0-000 Desc1.....: Adm Print Budgets 10/08	15248	entry	13097				97.00
PJ	City of Concord A101-7343-06.0.0-000 Desc1.....: PD Vehicle Maintenance 9/08	15249	entry	13106				189.33
PJ	LarryLogic Productions A101-7419-01.0.0-000 Desc1.....: Video City Council Mtg 10/21/08	15250	entry	901				405.00
PJ	CCC Office of the Sheriff-Coro A101-7425-06.0.0-000 Desc1.....: PD-Crime Lab 9/08	15251	entry	ClayPD-080				135.00
PJ	Konica Minolta Bus Sol-Copies A101-7331-05.0.0-000 Desc1.....: Admin Copier Copies 9/08	15252	entry	210920870				817.95
PJ	Konica Minolta Bus Sol-Copies A101-7345-05.0.0-000 Desc1.....: Admin Copier Copies 9/08	15252	entry	210920870				595.28CR
PJ	Konica Minolta Bus Sol-Copies A303-7520-00.0.0-104 Desc1.....: Admin Copier Copies 9/08	15252	entry	210920870				410.25
PJ	Office Depot A101-7312-05.0.0-000 Desc1.....: Adm Office Supplies 10/08	15253	entry	446790513				110.36
PJ	Hammons Supply Company A101-7311-03.0.0-000 Desc1.....: PW Janitorial Supplies 10/08	15254	entry	50766				201.35
PJ	Goldfarb & Lipman A302-7413-00.0.0-000 Desc1.....: LMI Legal Svc 10/08	15255	entry	91227				49.00
PJ	City of San Pablo A101-7324-01.0.0-000 Desc1.....: Mayors Conference 11/08	15256	entry	10/23/08				100.00
PJ	Raney Planning & Management, I A601-2741-00.0.0-472 Desc1.....: Rivulet Plng Svc 8-9/08	15257	entry	0806P-5				62.50
PJ	Rutan & Tucker LLP A303-7520-00.0.0-104 Desc1.....: Land Use & Econ Dev Lgl Svc 9/08	15258	entry	538409				711.50
PJ	Concord Garden Equipment A101-7342-03.0.0-000 Desc1.....: PW Equipment Mtn 9/08	15259	entry	369820-370				1,409.94
PJ	Christopher & Susan Gorgen A702-2730-00.0.0-002 Desc1.....: EH Deposit Refund 10/18/08	15260	entry	EH 10/18/0				500.00
PJ	John Deere Landscapes Inc A101-7311-03.0.0-000 Desc1.....: PW General Supplies 9/08	15261	entry	23098638				53.32

Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	UAP Distribution Inc A210-7311-00.0.0-000 Desc1.....: PW Supplies 9/08	15262	entry	S009100535				3,548.99
PJ	Underground Service Alert A101-7419-08.0.0-000 Desc1.....: USA's 7-9/08	15263	entry	80100007				118.50
PJ	Odyssey Landscape Co Inc A303-7520-00.0.0-108 Desc1.....: MCR Retaining Wall 9/08	15264	entry	36032262				23,672.33
PJ	Fast Signs A502-7485-00.0.0-000 Desc1.....: PD Car Detail 9/08	15265	entry	PH 66251				336.09
PJ	PERMCO, Inc. A101-7411-08.0.0-000 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				2,314.00
PJ	PERMCO, Inc. A201-7412-00.0.0-000 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				732.00
PJ	PERMCO, Inc. A303-7520-00.0.0-106 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				278.13
PJ	PERMCO, Inc. A303-7520-00.0.0-108 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				739.63
PJ	PERMCO, Inc. A303-7520-00.0.0-112 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				488.00
PJ	PERMCO, Inc. A601-2741-00.0.0-153 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-077 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-189 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-288 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				657.50
PJ	PERMCO, Inc. A601-2744-00.0.0-329 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-381 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-434 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-444 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-449 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50

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Jnl	Description / Addnl data items	Ref 1	Ref 2	Ref 3	Rate / Resrce	Units	Amount / Rate	Posted amount
PJ	PERMCO, Inc. A601-2744-00.0.0-461 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-467 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-487 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-492 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-495 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				20.75
PJ	PERMCO, Inc. A601-2744-00.0.0-502 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-504 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-508 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-510 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2744-00.0.0-513 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				41.50
PJ	PERMCO, Inc. A601-2746-00.0.0-129 Desc1.....: Eng Svc 10/11/08-10/24/08	15266	entry	8620-8630				83.00

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Jnl	Period	Account	Description	Debit	Credit	Balance
PJ			Purchase Journal			
	04	2009 A101-2101-00.0.0-000	Accounts Payable		69,782.12	
	04	2009 A101-7220-02.0.0-000	PERS Retirement	4,104.92		
	04	2009 A101-7220-03.0.0-000	PERS Retirement	2,411.90		
	04	2009 A101-7220-04.0.0-000	PERS Retirement	1,398.43		
	04	2009 A101-7220-06.0.0-000	PERS Retirement	12,974.53		
	04	2009 A101-7246-02.0.0-000	Benefit Insurance	6,399.96		
	04	2009 A101-7246-03.0.0-000	Benefit Insurance	3,798.00		
	04	2009 A101-7246-04.0.0-000	Benefit Insurance	2,367.67		
	04	2009 A101-7246-06.0.0-000	Benefit Insurance	8,195.68		
	04	2009 A101-7311-03.0.0-000	General Supplies	679.38		
	04	2009 A101-7311-06.0.0-000	General Supplies	1,241.93		
	04	2009 A101-7312-05.0.0-000	Office Supplies/Expense	1,043.07		
	04	2009 A101-7312-06.0.0-000	Office Supplies/Expense	491.20		
	04	2009 A101-7314-06.0.0-000	Postage	15.96		
	04	2009 A101-7324-01.0.0-000	Dues and Subscriptions	100.00		
	04	2009 A101-7331-05.0.0-000	Rentals/Leases	948.93		
	04	2009 A101-7332-02.0.0-000	Telecommunications	318.21		
	04	2009 A101-7332-03.0.0-000	Telephone	187.11		
	04	2009 A101-7332-06.0.0-000	Telephone	449.11		
	04	2009 A101-7332-07.0.0-000	Telephone	178.63		
	04	2009 A101-7335-03.0.0-000	Gas & Electricity	3,096.55		
	04	2009 A101-7335-07.0.0-000	Gas & Electricity	4,612.73		
	04	2009 A101-7335-09.0.0-000	Gas & Electricity	242.09		
	04	2009 A101-7341-03.0.0-000	Buildings/Grounds Maintenance	46.40		
	04	2009 A101-7341-07.0.0-000	Buildings/Grounds Maintenance	88.94		
	04	2009 A101-7342-03.0.0-000	Machinery/Equipment Maintenan	1,604.69		
	04	2009 A101-7342-06.0.0-000	Machinery/Equipment Maintenan	118.00		
	04	2009 A101-7343-03.0.0-000	Vehicle Maintenance	203.59		
	04	2009 A101-7343-06.0.0-000	Vehicle Maintenance	289.33		
	04	2009 A101-7344-03.0.0-000	Vehicles: Gas, Oil & Supplies	2,122.27		
	04	2009 A101-7344-06.0.0-000	Vehicles: Gas, Oil & Supplies	2,946.95		
	04	2009 A101-7345-05.0.0-000	Office Equip-Maint/Repairs		595.28	
	04	2009 A101-7373-06.0.0-000	Education & Training	56.12		
	04	2009 A101-7411-08.0.0-000	Professional Services Retainer	2,314.00		
	04	2009 A101-7415-02.0.0-000	Computer Services	487.50		
	04	2009 A101-7419-01.0.0-000	Other Professional Services	405.00		
	04	2009 A101-7419-02.0.0-000	Other Professional Services	49.95		
	04	2009 A101-7419-06.0.0-000	Other Professional Services	451.50		
	04	2009 A101-7419-08.0.0-000	Other Professional Services	118.50		
	04	2009 A101-7425-06.0.0-000	Crime Lab	725.67		
	04	2009 A101-7430-08.0.0-000	Well Monitoring Fee	3,093.00		
	04	2009 A201-2101-00.0.0-000	Accounts Payable		4,079.27	
	04	2009 A201-7335-00.0.0-000	Gas & Electricity	3,347.27		
	04	2009 A201-7412-00.0.0-000	Engineering/Inspection Service	732.00		
	04	2009 A210-2101-00.0.0-000	Accounts Payable		9,329.93	
	04	2009 A210-7311-00.0.0-000	General Supplies	3,570.87		
	04	2009 A210-7316-00.0.0-000	Landscape Replacement	1,912.81		
	04	2009 A210-7335-00.0.0-000	Gas & Electricity	2,416.72		
	04	2009 A210-7344-00.0.0-000	Vehicle Gas, Oil, and Supplies	349.77		
	04	2009 A210-7419-00.0.0-000	Other Professional Services	1,079.76		
	04	2009 A211-2101-00.0.0-000	Accounts Payable		103.86	
	04	2009 A211-7335-00.0.0-000	Gas & Electricity	103.86		

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City of Clayton
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Jnl	Period	Account	Description	Debit	Credit	Balance
PJ		Purchase Journal	** continued **			
	04	2009 A214-2101-00.0.0-000	Accounts Payable		8,059.30	
	04	2009 A214-7335-00.0.0-000	Gas & Electricity	8,059.30		
	04	2009 A230-2101-00.0.0-000	Accounts Payable		2,014.36	
	04	2009 A230-7220-00.0.0-813	PERS Retirement-COPS	905.07		
	04	2009 A230-7246-00.0.0-000	Benefit Insurance	1,109.29		
	04	2009 A302-2101-00.0.0-000	Accounts Payable		70.21	
	04	2009 A302-7413-00.0.0-000	Legal Services	49.00		
	04	2009 A302-7520-00.0.0-008	280 Stranahan LMI-Bamberger	12.22		
	04	2009 A302-7520-00.0.0-009	278 Stranahan Cir LMI House	8.99		
	04	2009 A303-2101-00.0.0-000	Accounts Payable		26,299.84	
	04	2009 A303-7520-00.0.0-104	Downtown Economic Dev Project	1,121.75		
	04	2009 A303-7520-00.0.0-106	Clayton Rd Trail Connection	278.13		
	04	2009 A303-7520-00.0.0-108	MarshCreekRd Retaining Wall	24,411.96		
	04	2009 A303-7520-00.0.0-112	Pavement Rehab Project 2008	488.00		
	04	2009 A502-2101-00.0.0-000	Accounts Payable		336.09	
	04	2009 A502-7485-00.0.0-000	Capital Equipment	336.09		
	04	2009 A601-2101-00.0.0-000	Accounts Payable		1,529.25	
	04	2009 A601-2741-00.0.0-153	Seeno Grading Insp (10351)	41.50		
	04	2009 A601-2741-00.0.0-472	OAKSt MixedUse 01-08Consultant	62.50		
	04	2009 A601-2744-00.0.0-077	AD Seeno Oak Crk Cyn SW26-06	41.50		
	04	2009 A601-2744-00.0.0-189	Riessen SW Permit 17-05	41.50		
	04	2009 A601-2744-00.0.0-288	Flora Square SWP 47-07	657.50		
	04	2009 A601-2744-00.0.0-329	Lemke Diablo Pt SW permit28-06	41.50		
	04	2009 A601-2744-00.0.0-381	Gonzalez SW Permit 18-07	41.50		
	04	2009 A601-2744-00.0.0-434	C. DelMonte SW Permit 29-07	41.50		
	04	2009 A601-2744-00.0.0-444	Childs SW Permit 33-07	41.50		
	04	2009 A601-2744-00.0.0-449	Switzer SW Permit 36-07	41.50		
	04	2009 A601-2744-00.0.0-461	G Beckham SW Permit 45-07	41.50		
	04	2009 A601-2744-00.0.0-467	P Hollingsworth SW Permit02-08	41.50		
	04	2009 A601-2744-00.0.0-487	Lance Brick SWP 12-08	41.50		
	04	2009 A601-2744-00.0.0-492	S.RennerSWP 16-08	41.50		
	04	2009 A601-2744-00.0.0-495	D. Lombardo SWP 25-08	20.75		
	04	2009 A601-2744-00.0.0-502	Hawkins Pool SWP 19-08	41.50		
	04	2009 A601-2744-00.0.0-504	Mikde Roberts SWP 26-08	41.50		
	04	2009 A601-2744-00.0.0-508	Swan Pools SWP 22-08	41.50		
	04	2009 A601-2744-00.0.0-510	Carol O'Neil SWP 23-08	41.50		
	04	2009 A601-2744-00.0.0-513	West Valley Bldr SWP 24-08	41.50		
	04	2009 A601-2746-00.0.0-129	Diablo Pt Grading Inspections	83.00		
	04	2009 A701-2101-00.0.0-000	Accounts Payable		5,384.65	
	04	2009 A701-7310-00.0.0-000	Supplies & Equipment	657.61		
	04	2009 A701-7335-00.0.0-000	Gas & Electricity	4,727.04		
	04	2009 A702-2101-00.0.0-000	Accounts Payable		692.19	
	04	2009 A702-2730-00.0.0-002	Endeavor Hall Cash Deposits	500.00		
	04	2009 A702-7335-00.0.0-000	Gas & Electricity	192.19		
		Total for Financial Reporting System		128,276.35	128,276.35	.00

Batch 3934 posted on 10/31/08 by 1004 for business date 10/31/08



Agenda Date: 11-4-08

Agenda Item: 4c

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 04 NOVEMBER 2008

SUBJECT: RESOLUTION ACCEPTING THE COMMUNITY PARK RENOVATION PROJECT (CIP NO. 10407) AS COMPLETE AND ORDERING THE FILING OF A NOTICE OF COMPLETION

RECOMMENDATION

It is recommended the City Council adopt the attached Resolution.

BACKGROUND

With rapid failure occurring in the fairly-new resilient play surface at the tot lot in the Clayton Community Park, the City Council authorized staff to prepare a replacement project for the deteriorated surfacing. Recognizing removal of the existing play apparatus would be necessary at the same time and since that apparatus was old and not in compliance with ADA regulations, the City Council gave further approval for the redesign of the tot lot and adjacent picnic areas in this public park. Sheltered picnic facilities, one large and several small-group ones, were added to the scope of work along with a new small tot lot, drinking fountains, replacement BBQs and trash receptacles.

Using an Engineer's Estimate of \$400,000, the public works project was designed and then bid for the City by The Zahn Group. At its public meeting on 04 March 2008, the City Council awarded contract to the lowest responsible bidder, PARC Services, Inc. (Livermore, CA) in the amount of \$373,000.00

The contractor has now completed the renovation and expansion work required in the Clayton Community Park Renovation Project (CIP No. 10407) and has requested acceptance of the work. The City's contract construction management firm, The Zahn Group, completed inspections of the performed work and indicates this project is ready for acceptance.

CHANGES DURING CONSTRUCTION

During the course of construction, the contractor encountered several situations that necessitated modifications of the original work order. The first Change Order, dated 10 June 2008 in the additional amount of \$9,932.00 was for a small modification and reassembly of the existing retaining wall (\$1,932) and the City's request to re-sod the re-graded turf area around the new sheltered picnic facilities (rather than re-seed) in order to expedite the opening of the Park for public access and play (\$8,000). The second Change Order, approved on 18 September 2008, accounted for additional contractor work in removing oversaturated soil due to broken/leaking irrigation lines around the picnic shelters and replacing it with new aggregate base (\$26,765.15). The third and final Change Order was a deduction from the contractor's billed work for expenses and labor supplied by City forces to complete the finished project. This final Change Order (-\$7,500) was approved on 16 October 2008.

FISCAL IMPACT

The approved project budget amount was \$420,000 for this renovation and expansion of Clayton Community Park. The base contract was awarded at \$373,000. The net cost of Change Orders was \$29,197.15, thereby bringing the total contractor cost to \$402,197.15. After approving and filing of the Notice of Completion, a final retention payment of \$29,800.00 is ultimately due the contractor (amount included in the final contractor cost above). The approved sources of funds for this project are the Oakhurst Assessment District (1997) Bond Refinancing and the Clayton Financing Authority's proceeds from the land sale for the Longs Drug Store in Clayton.

One final component to the renovation project remains outstanding and is beyond the scope of this contractor's responsibility. It is the addition of overhead/back shades for several of the park benches located in the project area to shield the sun from watchful parents/adults in and around the play equipment and play apparatus. These custom solid structures were to be supplied and installed by a separate vendor or contractor. The Zahn Group obtained a bid from one contractor in July 2008 for an excessive quote of \$33,490 for 3 bench shades! The same contractor lowered the quote to \$28,120 this week. We are seeking alternative quotes and alternative design options.

SUMMATION

The Clayton Community Park Renovation Project is complete and the contracted work has satisfied the project's specifications, according to The Zahn Group. Therefore, staff recommends approval of the Resolution accepting the work as complete, ordering the filing of a Notice of Completion, and the payment of all retained funds (\$29,800.00) 35 days after recordation of the Notice.

- Attachments:
1. City Resolution [2 pp.]
 2. Notice of Completion [1 pg.]
 3. Final Project Report [1 pg.]
 4. Bench Sunshade quotes [2 pp.]

RESOLUTION NO. – 2008

**A RESOLUTION ACCEPTING THE CLAYTON COMMUNITY PARK
RENOVATION PROJECT AS COMPLETE AND ORDERING THE FILING
OF A NOTICE OF COMPLETION
(CIP NO. 10407)**

**THE CITY COUNCIL
City of Clayton, California**

WHEREAS, the City Council of Clayton, California did award contract to the lowest responsible bidder, PARC Services, Inc., at its public meeting on 04 March 2008 for the renovation and expansion of existing picnic facilities and play equipment at Clayton Community Park; and

WHEREAS, PARC Services, Inc. has now stated their contracted work is complete and they are requesting acceptance by the City; and

WHEREAS, the City Council must accept the work as complete and order the filing of a Notice of Completion prior to release of the retained funds in the amount of \$29,800.00; and

WHEREAS, The Zahn Group, Inc., serving as construction managers of the stated project, has inspected the work, declares the contract and related project specifications have been fulfilled, and now requests the City Council to accept the contractor's work and authorize the filing of a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, does hereby accept as complete, as of the date of adoption of this Resolution, the renovation and expansion of picnic facilities and play equipment at Clayton Community Park (CIP No. 10407) provided, constructed and installed by PARC Services, Inc., and hereby authorizes the City Clerk to file a Notice of Completion with the Contra Costa County Recorder.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 4th day of November 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

GREGORY J. MANNING, Mayor

ATTEST:

Laci J. Jackson, City Clerk

Recorded at the request of:

City of Clayton, CA
6000 Heritage Trail
Clayton, CA 94517

**NOTICE OF ACCEPTANCE
AND COMPLETION OF PUBLIC WORKS**

NOTICE IS HEREBY GIVEN that the City of Clayton did, on or about 04 March 2008, award lowest responsible bid to and contract with PARC Services, Inc., 253 Rickenbacker Circle, Suite B, Livermore, CA 94551 for the Clayton Community Park Renovation Project (CIP No. 10407) in accordance with the plans and specifications prepared by ZG Planning and Design, 70 Zoe Street, San Francisco, CA 94105. Said contractor's bond surety was and is Great American Insurance Company, c/o 7800 Marble NE, Suite 10, Albuquerque, New Mexico 87110.

NOTICE IS FURTHER GIVEN that The Zahn Group, Inc. has inspected said work of the Contractor and reported to the City of Clayton that the work complies with the approved plans and specifications and recommended its acceptance as complete; also, that the City Council of Clayton, California, by adopting Resolution No. – 2008 on 04 November 2008, accepted said public work as complete.

I hereby certify the foregoing is true and correct and that the aforesaid action of the City Council of Clayton, California, in accepting said public work as complete, was duly entered on the minutes of said Council's meeting of November 04, 2008. I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 05, 2008, at Clayton, California

Laci J. Jackson, City Clerk

CITY OF CLAYTON, CALIFORNIA
925.673-7300
FAX 925.672-4917

PROJECT REPORT
RENOVATION PROJECT
CLAYTON COMMUNITY PARK
CIP NO. 10407

Project Description

Replacement of antiquated non-ADA play equipment, deteriorated play surfacing, addition of new picnic BBQs and picnic table, addition of a large and several small group covered picnic shelters, drinking fountains, benches, trash receptacles, and a new small tot lot at the existing Clayton Community Park, 7411 Marsh Creek Road, Clayton, CA 94517.

Scope Changes During Construction

Replacement and re-assembly of a portion of the existing retaining wall.

Capital Improvement Project (CIP) Budget and Funding Sources

Total Budget:	Original Amount	\$420,000.00
	Engineer's Estimate: \$400,000.00	

Sources:	CIP Project No. 10407	\$420,000.00
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Final Costs

Original Contract amount, PARC Services, Inc.	\$373,000.00
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Change Order No. 1	Retaining Wall Modif. & Resod	\$ 9,932.00
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Change Order No. 2	Oversaturated soil removal/replacement	\$ 26,765.15
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Change Order No. 3	Finish work by City force account	<u>\$ (7,500.00)</u>
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Total Contractor Project Costs	\$ 402,797.15
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Budget Variance: over (under)	\$(17,202.85)
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Variance Explanation

N/A

PCI**Pioneer Contractors, Inc.**

CA Lic #777064

ROOFING SPECIALISTS

FAX BID

TO: Garland

ATTENTION: Jay

FAX NO: _____ PHONE NO. _____

Date 29-Jul-08 Time 2:00 PM

SENT BY: Art Alicante - Cell 415.706.2627

Project: CLAYTON PARK _ BENCHES

Location: Clayton, CA

SCOPE:***BID AMOUNT******BASE BID:***

1. *Furnish and install :* **\$33,490.00**

*Bench sunshade per sketches provided with straight
4" x 4" TS and Standing seam panel.*

2. *Prime and paint Tube steel framing.*

Please call if any transmitted document is not clearly received.
The enclosed document [will / will not] be mailed.

1485 Armstrong Avenue, San Francisco, CA 94124-3601 Tel. (415) 671-1070 Fax (415) 671-0448

PCI**Pioneer Contractors, Inc.**

CA Lic. #777064

ROOFING SPECIALISTS

FAX BIDTO: **Garland**
ATTENTION: **Jay Mulligan**

FAX NO: _____ PHONE NO. _____

Date **29-Oct-08** Time _____SENT BY: **Art Alicante - Cell 415.706.2627**Project: **CLAYTON PARK BENCHES**Location: **Clayton, CA****SCOPE:****BID AMOUNT****I. BASE BID:...** 3 EACH - Bench Sunshade**1. Furnish and install:.....** **\$28,120.00***Bench sunshade per sketches provided**4" x 4" TS and Rmerwave panel.***2. Prime paint tube steel framing.**

Please call if any transmitted document is not clearly received.
The enclosed document [will / will not] be mailed.

1485 Armstrong Avenue, San Francisco, CA 94124-3601 Tel. (415) 671-1070 Fax (415) 671-0448

Declaring

November 5, 2008

Agenda Date: 11-4-08

as

Agenda Item: 5a

“Shelter-In-Place Education Day”

WHEREAS, schools and childcare facilities throughout Contra Costa County are invited to participate in the annual All School Drill on November 5, 2008 to promote emergency preparedness in our schools and childcare centers; and

WHEREAS, the Contra Costa Community Awareness and Emergency Response Group (CAER) is sponsoring the All School Drill and assisting schools with their emergency preparedness plans and drills; and

WHEREAS, Emergency Response Agencies including police, fire, sheriff and emergency services agree that “Shelter-In-Place” is the recommended action in the event of a hazardous release; and

WHEREAS, the All School Drill increases public awareness about Shelter-in-Place and teaches students throughout the county about this important protective procedure; and

WHEREAS, the County Office of Education has endorsed the Shelter-in-Place Drill and encourages all sites to participate.

NOW, THEREFORE, BE IT RESOLVED that, I, Gregory J. Manning, Mayor, on behalf of the Clayton City Council do hereby declare November 5, 2008 as “Shelter-In-Place Education Day”, and urge all schools and childcare facilities in the City of Clayton to participate in the “All School Drill.”

MINUTES
OF THE
REGULAR MEETING

CLAYTON REDEVELOPMENT AGENCY

October 21, 2008

Agenda Date: 11-4-08

Agenda Item: 3a RDA

1. **CALL TO ORDER & ROLL CALL** - the meeting was called to order at 8:26 p.m. by Chairman Stratford in the Library Community Room, 6125 Clayton Road, Clayton, CA. Boardmembers present: Chairman Stratford, Vice Chairman Shuey, Board Members Manning, Pierce and Walcutt. Staff present: Executive Director, Secretary, and General Counsel.

2. **PUBLIC COMMENTS**- None.

3. **CONSENT CALENDAR** – It was moved by Boardmember Manning, seconded by Boardmember Walcutt to approve the Consent Calendar as submitted (5-0 vote).

(a) Approved the minutes of the regular meeting of August 19, 2008.

4. **PUBLIC HEARINGS**- None.

5. **ACTION ITEMS**

(a) Consideration of request by the Clayton Bocce Federation for Agency public funds to competitively bid, award construction contract and provide construction management for the installation of a Bocce Ball Centre on vacant public land adjacent to the Clayton City Hall parking lot.

The Executive Director stated the item before the Board was brought forward at the request of the Clayton Bocce Federation. He stated the Bocce project facility of 1-1.25 acre parcel of public vacant land across from City had already been approved to include 8 courts, storage facilities, and restrooms. He then introduced Ed Hartley, President of the Clayton Bocce Federation.

Ed Hartley stated he and his wife started the Clayton Bocce Federation to allow people an avenue to play on Sundays at Newhall Park. He stated there are 280 people who play in the league at this time. He stated in the 7 years of the league's existence no one had been hurt playing, no arrests had been made, and there were no DUI's. He stated their idea was to get people interested in Bocce instead of the "build it and they will come" mentality. In 2005 there was a series of Planning Commission and City Council meetings to decide if the concept was viable for the location behind City Hall. He stated originally the plans called for 8 courts, seating, restrooms, drinking fountains, and storage facilities. He referenced a letter from the agenda packet that included three bids, one under \$600,000 which did not include everything on the plans, and one for more than \$1.6 million. He stated the reason the Federation was in front of them tonight was because the Council's initial idea of requiring the Bocce Federation to privately finance 100% of the project was unrealistic at this time. He stated the Federation was asking for a dialogue and want to know if the Redevelopment Agency would be willing to look at

phasing the project in smaller parts. Mr. Hartley then stated that Bocce was a source of recreation for people and therefore is a viable use of Redevelopment Agency funds. He stated the City had already approved Sunday through Thursday play, accommodating 560 players. He stated that it could make Clayton a destination and all the Bocce Federation was asking to sit down with staff and talk the project out.

Councilmember Walcutt asked how many of the players were Clayton residents. Mr. Hartley responded more than half. Councilmember Walcutt then asked why none of the players were willing to contribute or donate money. Mr. Hartley stated that times are tough and they have been trying to raise money for 5 years. Councilmember Walcutt asked how much money they had raised or how much people have pledged. Mr. Hartley stated no one had committed or pledged a specific amount of money but that people do want to be part of the process. Councilmember Walcutt asked if there was committee of members to solicit money. Mr. Hartley responded that frankly the amount of money that needs to be raised was not appealing to the people. Councilmember Walcutt asked if people were interested in donating. Mr. Hartley stated that no one he had talked to said it was not a good idea but it comes down to dollars.

Chairman Stratford reminded the Board the discussion tonight should be on whether or not to spend Agency money, not the bocce project in general.

Councilmember Walcutt asked the Executive Director if the project met the legal requirements under Redevelopment law. The Executive Director responded the discussion should be centered on whether the Agency should fund the project rather than can the Agency fund the project. He also stated that there were different areas where Redevelopment Agency could use the money, such as curing blight, economic development, jobs, and affordable housing opportunities. He reminded the Board that developing something on vacant land does not meet the definition of curing blight. He questioned if this project really was part of the Downtown area. He stated it was more important that the board discuss the issue at this time rather than legalities

Chairman Stratford stated he had received 4 phone calls from concerned citizens and that the consensus from the phone calls was they did not want the Agency to spend money on the Bocce project.

Chairman Stratford opened the discussion for Public Comments.

Chris Fergosi, Julie Hart, Jeff Glassauer, Jerry North, and Stacy Hunter spoke in opposition to using Agency funds to build the Bocce project.

Don Fitzgerald, Debbie Mullins, Jim Laurence, and Howard Geller spoke in favor of playing bocce and consider using Agency monies.

Chris Fergosi asked how many people were aware of the meeting tonight? Boardmember Manning stated that question was not the issue because the meeting was noticed but he stated more people should be involved in the process.

Mr. Hartley stated the issue should be heard but this meeting was just to get the process moving.

Chairman Stratford asked if the Clayton Bocce Federation had 501(c) 3 non-profit status because he stated that could help people make tax deductible donations. Mr. Hartley responded they did have the status.

Vice Chairman Shuey asked what the Federation was looking for. He stated the Federation was asking for due diligence in listening to their proposals.

Boardmembers Pierce and Manning discussed the limited funds of the Redevelopment Agency and both stated that a venue such as Campo di Bocce in Livermore might be more appealing to the economic development in the Downtown area. Boardmember Pierce stated that the Agency had already approved the Site Plan and helped with the cost of drawing up plans all with the understanding that the project would be privately funded. She stated the Bocce Federation should look for a different partner other than the Agency.

Boardmember Walcutt stated he agreed with Boardmembers Pierce and Manning in that funding private enterprise with the limited funds of the Agency was not a good idea. He also stated that with the State takeaways the funding for the Agency was somewhat uncertain.

At 9:38 p.m. the Board recessed for 5 minutes.

At 9:43 p.m. the Board reconvened.

Vice Chairman Shuey stated he believed the Bocce Federation could not do what they wanted to do and are asking the Board to discuss the project. He stated the Board had already discussed parking issues and stated the Redevelopment Agency spends money on specific projects. For example, the Board spent \$10,000 for the inaugural Concerts in The Grove series to help revitalize the downtown, to benefit business and create tax revenue. He stated the restaurants were not happy with the Concerts interference on their use. He repeated that the Board had an obligation to do due diligence because they do not know the benefits or the costs of the project.

Boardmember Walcutt stated he did not believe it was an appropriate use of Redevelopment funds. He stated the Board needed to save money for the development of the Downtown and after funding a project like this the Agency would have much less money available. He stated he did not support the use of Redevelopment money for Bocce in this location.

The Executive Director stated in June 2008 the Board adopted a 5 year Redevelopment Plan. Including the money this fiscal year there is \$5.2 million (this was before the state took the money from the agency). He stated the plan could be amended for non-housing opportunities.

Chairman Stratford stated he met with Mr. Hartley which was helpful because he got a history of the project. He was surprised with the difficulty of raising funds. He stated that if each of the 280 members gave \$2,000 that would be more than half a million dollars. He stated he still believes this could be raised privately and the project makes more sense if it is funded that way. He stated that because of Vice Chairman Shuey an ad-hoc committee could be formed to have discussions with the Federation. He stated until the Board goes through that process we will not know the options available. He also agreed with Boardmembers Manning and Pierce that Campo di Bocce was a very interesting facility and he was hesitant to use Redevelopment funds at this point.

Boardmember Pierce stated she understands due diligence but that this was an issue based on principle. Is it correct to use Redevelopment funds for this purpose? She stated she did not believe so and she stated that there were other ways the Bocce League could accomplish their goals.

Chairman Stratford suggested Boardmember Shuey and he serve on an adhoc subcommittee and meet with the Bocce Federation.

Boardmember Walcutt noted that should a subcommittee be formed to examine this proposal the composition of the subcommittee should be balanced. There was general Board agreement to defer further consideration of this request to the new Agency Board at its meeting on January 20, 2009.

6. **BOARD ITEMS**- None.

7. **ADJOURN** – on call by Chairman Stratford the meeting adjourned at 10:05 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Clayton Redevelopment Agency Board

Ross "Hank" Stratford, Chairman

Agenda Date: 11-4-08

Agenda Item: 3b RDA



Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR *DW*

DATE: NOVEMBER 4, 2008

SUBJECT: SALE OF 278 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

It is recommended that the Board of Directors grant authorization for the Executive Director to sign the attached Agreement of Purchase and Sale and Joint Escrow Instructions (Affordable Housing Program) and any other necessary documents for sale of the residence at 278 Stranahan Circle on behalf of the Clayton Redevelopment Agency to Barnaby and Rachel Gloger for \$280,000.00, with the appropriate covenants and restrictions required by California Redevelopment Law.

BACKGROUND

On May 30, 2008, the Redevelopment Agency purchased the residence at 278 Stranahan Circle for the appraised market price of \$503,500 using Redevelopment Agency Low-Moderate Affordable Housing restricted funds. In addition, the Board of Directors directed staff to then re-sell the unit as a moderate-income unit since this housing category needs units in terms of Clayton's Regional Housing Needs Allocation (RHNA) and our HCD-certified Housing Element.

AGENCY RESALE OF UNIT

In July of this year, staff prepared a flyer advertising the anticipated availability of affordable housing units. The flyer was distributed to local employers, prior low- and moderate-income housing applicants, individuals who had contacted the staff in the past 12 plus months regarding affordable housing, and was placed in both the Clayton Pioneer and the Contra Costa Times. After the application deadline, staff evaluated the filed applications to assure that the applicants' incomes were within the acceptable moderate-income range, that a home loan had been pre-approved, and that the household size was at least three individuals to utilize the number of bedrooms (three) in the unit. Mr. and Mrs. Gloger

qualified for further consideration, based on this evaluation. After touring the home, Mr. and Mrs. Gloger, subsequently confirmed with staff their interest in participating in the City's Affordable Housing Program and will be asked to sign the attached Agreement of Purchase and Sale and Joint Escrow Instructions for sale of the unit at a price of \$280,000. This is a moderate-income sale price based upon the affordable housing requirements of California Redevelopment Law.

In order to assure the housing unit remains affordable for 45 years in accordance with California Redevelopment Law, Mr. and Mrs. Gloger will sign a Resale Agreement and Option to Purchase, as well as a deed of trust and promissory note. The Resale Agreement has been recently revised to allow the homeowner and Agency to share any equity appreciation in the future value of the residence. The sharing of equity would be in proportion to the respective parties' investment in the unit's market value at the time the Agency purchased the unit from the prior owners. For example, if the original fair market value of the housing unit was \$500,000 and the Agency sold the unit to the homeowner for \$275,000, the homeowner's share in any equity appreciation would be 55% ($\$275,000 / \$500,000 = 55\%$) and the Agency's share would be 45% ($\$225,000 / \$500,000 = 45\%$). The proportional sharing of equity will allow homeowners to realize a gain from homeownership and facilitate homeowners who want to move to market rate housing to have funds toward a down payment, in addition to earned equity by pay-down of their mortgage loan.

FISCAL IMPACT

Funds from sale of the housing unit, less the Agency's share of the closing costs will be returned to the Agency's Low-Moderate Affordable Housing funds account. Funds in this account are restricted by law for the provision of affordable housing.

Since the Agency's purchase price of this housing unit was \$503,500.00 the Agency's investment in the property following the sale will be \$223,500.00 or 44% of the Agency's purchase price. Mr. and Mrs. Gloger's investment will be \$280,000 or 56% of the Agency's purchase price.

Attachment: Agreement of Purchase and Sale and Joint Escrow Instructions between the
Redevelopment Agency and Mr. and Mrs. Gloger

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS** (this "Agreement") is made as of the _____ day of November 2008 by and between the Redevelopment Agency of the City Of Clayton ("Seller"), and Barnaby and Rachel Gloger ("Buyer").

RECITALS

A. WHEREAS, Seller is the owner of certain land and improvements located in the City of Clayton, County of Contra Costa, State of California, commonly known as 278 Stranahan Circle, Clayton, California and legally described on Exhibit "A," attached hereto (the "Land"), together with all improvements thereon and appurtenances thereto ("Improvements"). (The Land and Improvements are hereinafter collectively referred to as the "Property.")

B. WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions hereinafter set forth in this Agreement.

2. PURCHASE PRICE.

The total purchase price ("Purchase Price") for the Property shall be Two Hundred Eighty Thousand Dollars (\$280,000), payable by Buyer to Seller with Promissory note(s) secured by deed(s) of trust deposited in Escrow by Buyer prior to Close of Escrow.

3. CONDITION OF TITLE TO PROPERTY.

3.1 Title to the Property shall be conveyed to Buyer upon the Close of Escrow.

3.2 Title to the Property shall be conveyed to Buyer by Grant Deed (on the Title Company's standard form Grant Deed), free and clear of all liens except for (i) liens securing real property taxes and assessments (which constitute liens not yet due and payable); (ii) the Resale Restriction Agreement and Option to Purchase recorded in conjunction with this purchase; (iii) any deed of trust securing a promissory note which is executed in conjunction with this purchase; and (iv) such other exceptions shown on a Preliminary Title Report ("Preliminary Report") issued by Placer County Title ("Title Company") which are approved by Buyer. (All exceptions to title permitted pursuant to this Paragraph 3.2 are referred to in this Agreement as "Permitted Exceptions.") Seller agrees to furnish Buyer with copies of the Preliminary Report within five (5) business days after the opening of escrow. Buyer shall have five (5) days after receipt of the Preliminary Report within which to notify Seller in writing of Buyer's disapproval of any exceptions set forth in the Preliminary Report. In the event of Buyer's disapproval of the Preliminary Report, Seller, at its sole election (to be exercised by written notice to Buyer in five (5) days after receipt of Buyer's said notice of disapproval), shall have five (5) days after Buyer's said disapproval within which to remove or otherwise remedy the disapproved exceptions. If Seller cannot eliminate or otherwise remedy the disapproved exceptions within said five

(5) day time period, this Agreement shall thereupon terminate and all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same. Failure of Buyer to provide written disapproval of the Preliminary Report within the above time period shall be deemed approval.

3.3 Title to the Property shall be evidenced by the commitment of the title company to issue a standard Placer County Title policy of title insurance with liability in the amount of the Purchase Price showing title to the Property vested in Buyer and, if applicable, insuring Seller's purchase-money lien as evidenced by the purchase-money Deed of Trust subject only to the Permitted Exceptions.

4. CONTINGENCIES.

4.1 Buyer's obligation to purchase the Property is subject to the following contingencies described in subparagraphs (a) through (d), below in this Paragraph 4.1 ("Contingencies"). Each and all of the following Contingencies are for the sole benefit of Buyer and may be waived or deemed satisfied by Buyer in Buyer's sole and absolute discretion.

(a) Buyer's obtaining one or more loans within thirty (30) days of the approval of this Agreement (secured by Deed(s) of Trust encumbering the Property) totaling not more than Two Hundred Eighty Thousand Dollars (\$280,000), for a term of not less than thirty (30) years, at interest rates not to exceed seven percent (7.0%) per annum, with customary loan fees and costs.

(b) Buyer's review and approval of the Preliminary Report as described in Paragraph 3.2 above.

(c) Buyer's inspection and examination of the physical condition of the Property. Buyer shall have access to the Property at reasonable times and shall have a right to conduct, at Buyer's expense, soil tests, environmental investigations, and such other studies with respect to the physical condition of the Property as Buyer may desire. Buyer shall have fourteen (14) days after approval of this Agreement to conduct such tests and studies, and to give written notice to Seller of any conditions unacceptable to Buyer. Buyer shall hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or in any way related to damage of property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property. If Buyer elects to terminate this Agreement by reason of failure of the Contingency set forth in this subparagraph (c), Buyer shall promptly upon such election deliver to Seller all written reports, studies and information prepared by third parties for Buyer which pertain to the physical condition of the Property.

(d) Buyer's determination that zoning, the Resale Restriction Agreement and Option to Purchase, and other governmental regulations affecting the use of Property are satisfactory for Buyer's intended use. Buyer shall have fourteen (14) days after approval of this Agreement to make such determination and to give written notice to Seller of any zoning, Resale Restrictions, or governmental regulations which are unacceptable to Buyer.

If Buyer disapproves of the satisfaction of any Contingency within the applicable time period provided above, Buyer's sole remedy shall be to terminate this Agreement and Seller shall have no obligation to remedy any Contingency which Buyer disapproves. If this Agreement terminates as a result of the failure of the satisfaction of any of the Contingencies, all sums and documents deposited in Escrow shall be returned to the parties who respectively deposited the same.

4.2 If Buyer fails to give written notice to Seller of its disapproval of any Contingency within the respective applicable time limit(s) set forth above in Paragraph 4.1, it shall conclusively be deemed that Buyer has waived such Contingency shall conclusively be deemed satisfied.

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

5.1 Seller makes the representations and warranties in this Paragraph 5, each and all of which shall survive any and all inquiries and investigations made by Buyer and shall survive the Close of Escrow and recordation of the Grant Deed.

5.1.1 Seller is a public body, corporate and politic, and is duly organized, validly existing and in a good standing under the laws of the State of California, and has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller and the specific individual parties signing this Agreement on behalf of Seller represent and warrant that the parties signing this Agreement on behalf of Seller have the full legal power, authority and right to execute and deliver this Agreement.

5.1.2 Neither the entering into this Agreement nor the performance of any Seller's obligations under this Agreement will violate the terms of any contract, agreement or instrument to which Seller is a party.

5.1.3 To the best of Seller's knowledge, the Property is zoned Planned Development (PD) District.

5.1.4 Seller has not actually received any formal written notice of nor does Seller contemplate any pending widening, modification or realignment of any street or highway contiguous to the Property or any existing or proposed eminent domain proceeding which would result in taking of all or any part of the Property.

5.1.5 Seller has not actually received any formal written notice that any of the easements, covenants, conditions, restrictions or agreements to which the Property is subject interferes with or is breached by the use or operation of the Property as presently used and operated as a residence.

5.1.6 Seller has not been served (by means of formal, legal service of process as required by law) with any litigation, and no arbitration proceedings have been commenced, which do or will affect any aspect of the Property or Seller's ability to perform its obligations under this Agreement.

5.1.7 Seller has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the Property.

5.1.8 There are not any written commitments to, or written agreements with, any governmental, quasi-governmental authority or agency materially affecting the Property which have not been heretofore disclosed by Seller to Buyer in writing, or are listed in this Agreement.

5.1.9 Seller has not been served (by means of formal, legal service of process as required by law) or formally notified in writing by any governmental, quasi-governmental authority (i) that the Property or any adjoining property, contains or may contain any "Hazardous Materials" in violation of any "Environmental Regulations" (as those terms are defined in Paragraph 5.1.10, below); or (ii) that the Seller has stored, used or maintained Hazardous Materials or suffered, permitted, allowed or acquiesced in any storage, use or maintenance of Hazardous Materials on, in or under the Property in

violation of any Environmental Regulations. In addition, to the best of Seller's knowledge, but without any specific investigation therefore, there are no Hazardous Materials in any way relating to all or any portion of the Property or the area surrounding the Property.

5.1.10 As used in this Agreement, the terms "Environmental Regulations" and "Hazardous Materials" shall have the following meanings:

(a) "Environmental Regulations" shall mean all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial and administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation: (i) all requirement, including but not limited to those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, whether solid, liquid or gaseous in nature; and (ii) all requirements pertaining to the protection of the health and safety of employees or the public.

(b) "Hazardous Materials" shall mean (i) any flammables, explosive or radioactive materials, hazardous wastes, toxic substances or related materials including, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 C.F.R. Part 302 and amendments thereto); (iii) those substances defined as "hazardous wastes", "hazardous substances", or "toxic substances" in any similar federal, state or local laws or in the regulations adopted and publications promulgated pursuant to any of the foregoing laws or which otherwise are regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States of America, the State of California or any political subdivision thereof, (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended; (v) petroleum or any by-products thereof; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. Sections 2011 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to said law; (vii) asbestos in any form or condition, and (viii) polychlorinated biphenyls.

5.1.11 Seller has neither engaged nor dealt with any real estate broker or finder in connection with the sale contemplated by this Agreement.

5.1.12 Seller will not alter the physical condition of the Property from and after the date of this Agreement, reasonable wear and tear excepted. If, through no fault of Seller, the physical condition of the Property is different on the date scheduled for the Close of Escrow as of the date of this Agreement, the terms and conditions of Paragraph 5.2, below shall apply.

5.1.13 To the extent required by law, Seller shall provide Buyer with copies of the natural hazard zone disclosure report, real estate transfer disclosure statement, federal lead-based paint disclosure, sex offender disclosure, and any other disclosure statements required by law arising from the Seller's purchase of the Property on 278 Stranahan Circle.

5.1.14 To the extent required by law, Seller shall install smoke detectors and water heater bracing.

5.2 If, prior to the Close of Escrow, new events have occurred which were beyond the control of Seller and which render any previously true representation or warranty untrue, Seller shall, within three (3) days upon learning thereafter, disclose those matters by written notice to Buyer. Buyer shall have ten (10) days after the earlier of (i) such disclosure; or (ii) Buyer's independent discovery that such representation or warranty has become untrue, to elect, in its sole and absolute discretion, and as its sole remedy, by written notice to Seller within said ten (10) day period, whether (i) to purchase the Property or (ii) terminate this Agreement. If Buyer elects to terminate this Agreement pursuant to this Paragraph 5.2, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate this Agreement and all sums and documents deposited in Escrow shall be returned to the parties who deposited the same. If Buyer fails to notify Seller and Escrow Holder of its election to terminate this Agreement within said ten (10) day time period provided above, Buyer shall be deemed to have accepted the modified representations and warranties and elected to purchase the Property.

5.3 Other than those express representations and warranties contained in this Agreement, Seller makes no warranty or representation, express or implied, including but not limited to, implied warranties or merchantability and fitness for a particular purpose.

5.4 Except to the extent Seller has made a specific representation and warranty with respect thereto, no document or information provided by Seller to Buyer shall constitute a representation as to the completeness or accuracy of such documents or information.

6. REPRESENTATION AND WARRANTIES BY BUYER.

6.1 Buyer makes the following representation and warranties in this Paragraph 6, each and all of which shall survive any and all inquiries and investigations made by Seller and shall survive the Close of Escrow and recordation of the Grant Deed.

6.1.1 Each and all of the information and any financial statement delivered by Buyer to Seller is true and correct.

6.1.2 Buyer has neither engaged nor dealt with any broker or finder in connection with the sale contemplated by this Agreement.

6.1.3 Buyer has or will make its own investigation concerning the physical condition of the Property, condition of title or any other matter pertaining to the Property; and, other than specific representations and warranties made by Seller pursuant to this Agreement. Buyer is not relying on any representations, warranties or inducements of Seller with respect to the physical condition of the Property, condition of title to the Property, or any other matter pertaining to the Property, as the property is being offered "as is." Accordingly, except for those specific representations and warranties of Seller set forth in this Agreement. Buyer is purchasing the Property and each and every aspect thereof in an "as is" condition, and Seller makes no express or implied representation concerning (i) the status of title to the Property; (ii) the current or future real estate tax liability, assessment or valuation of the Property; (iii) the compliance of the Property in its current or future state with applicable laws or any violations thereof, including without limitation, those relating to access for the handicapped, environmental or zoning matters, or the ability to obtain a change in the zoning of the Property; (iv) the nature and extent of any

right-of-way, lease, lien, encumbrance, license or reservation; (v) excepting any financing provided by Seller, the availability of any financing for the purchase, alteration or operation of the Property from any source, including, without limitation, any governmental authority or lender.

7. INDEMNIFICATION.

7.1 Subject to any other provisions of this Agreement to the contrary, each party ("Indemnitor") agrees to indemnify and hold the other party ("Indemnitee") harmless from and against any claim, loss, damage or expense, including any reasonable attorney fees (including attorney fees on appeal), asserted against or suffered by the Indemnitee resulting from:

(a) Any breach by the Indemnitor of this Agreement;

(b) The inaccuracy or breach of any of the representations, warranties or covenants made by the Indemnitor.

7.2 Indemnitee shall submit any claim for indemnification under this Agreement to Indemnitor in writing within a reasonable time after Indemnitee determines that an event has occurred which has given rise to a right of indemnification under this Paragraph 7 and shall give Indemnitor a reasonable opportunity to investigate and cure any default of Indemnitor under this Agreement and eliminate or remove any claim by a third party. Notwithstanding the foregoing, if the nature of Indemnitor's default or the third party claim is such that it would be impractical or unreasonable to give Indemnitor an opportunity to investigate and cure such default and remove such a claim, Indemnitee need not give Indemnitor such opportunity.

7.3 If such claim for indemnification relates to a claim or demand presented in writing by a third party against Indemnitee, Indemnitor shall have the right to employ counsel reasonable acceptable to Indemnitee to defend any such claim or demand and Indemnitee shall make available to Indemnitor, or its representatives, all records and other materials in its possession or under its control reasonably required by Indemnitor for its use in contesting such liability. If Indemnitor does not elect to defend any such claim or demand, Indemnitee may do so at its option, but shall not have any obligation to do so.

8. ASSUMPTION OF LIABILITIES.

8.1 Effective as of the Close of Escrow, Buyer shall be deemed to have assumed all obligations and liabilities of Seller pertaining to the Property, except all obligations and liabilities with respect thereto which arise prior to the Close of Escrow or which arise as a result of events which occur prior to the Close of Escrow. Except for the foregoing assumption of obligations and liabilities by Buyer, Buyer does not assume and shall not be liable for any of the obligations or liabilities of Seller of any kind or nature affecting or otherwise relating to Seller, the Property, the Leases, the Other Contracts, or otherwise.

8.2 Seller shall, prior to the Close of Escrow, timely perform and discharge all obligations and liabilities of every kind whatsoever to be discharged prior to the Close of Escrow and arising from or relating to (i) the Property, including, but not limited to the use and ownership of the Property; and (ii) the operation of the Property.

9. LIQUIDATED DAMAGES.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE

DEPOSITS ACTUALLY MADE PURSUANT TO THIS AGREEMENT SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSITS WHICH AMOUNTS SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 *ET SEQ.* BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH 10, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

BUYER: _____

SELLER: _____

10. MEDIATION OF DISPUTES.

IF ANY CLAIM OR DISPUTE ARISES UNDER THIS AGREEMENT, THEN THE PARTIES SHALL, BEFORE THE FILING OF ANY LAW SUIT, FIRST ATTEMPT IN GOOD FAITH TO RESOLVE THE DISPUTE THROUGH MEDIATION BY A MEDIATOR AGREEABLE TO THE PARTIES. IF THE PARTIES CANNOT AGREE UPON A MEDIATOR, THEN THEY SHALL APPLY TO THE JUDICIAL ARBITRATION AND MEDIATION SERVICE OR SOME SIMILAR ENTITY FOR THE APPOINTMENT OF A MEDIATOR TO CONDUCT THE MEDIATION.

BUYER: _____

SELLER: _____

11. ESCROW AND CLOSING.

11.1 As soon as possible after the full execution of this Agreement, Buyer and Seller shall open an escrow for the purpose of consummating the purchase and sale contemplated by this Agreement ("Escrow") by depositing an executed copy of this Agreement with Placer Title, 1981 North Broadway, Walnut Creek, 94596 California ("Escrow Holder"). This Agreement shall constitute escrow instructions to Escrow Holder. Seller and Buyer shall, promptly upon request by Escrow Holder, execute such additional escrow instructions as may be reasonably required by Escrow Holder, including Escrow Holder's standard printed conditions and stipulations with respect to escrows concerning the purchase and sale of real property; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. Upon delivery to Escrow of a fully executed copy of this Agreement by both parties, Escrow shall be deemed opened on the terms and conditions set forth in this Agreement.

11.2 Escrow shall close, and the Grant Deed shall be recorded in the Office of the County Recorder of Contra Costa County, California, within sixty (60) days of the approval of this Agreement ("Close of Escrow").

11.3 Within the time set forth below, or if none is specified, prior to the Close of Escrow, Seller shall deliver to Escrow Holder, or if so indicated, to Buyer, the following documents and items:

(a) At least one (1) day prior to the Close of Escrow, the duly executed and acknowledged Grant Deed.

(b) To Buyer, at the location of the Property, at Close of Escrow, all keys to the Property, adequately and properly labeled.

(c) To Buyer, within five (5) business days after the approval of this agreement, the prior May 13, 2008 termite and pest control reports prepared by a California licensed pest exterminator showing accessible areas of the Improvements to be free of visible infestation caused by wood destroying insects, fungi and dry rot. The reports identify those areas where infestation or infection were evident (i.e., Section 1) and those areas where conditions are likely to lead to infestation or infection (i.e., Section 2). The Buyer is responsible for work recommended to correct the Section 2 conditions listed in the reports, if such work is requested by the Buyer. The Buyer is responsible for any additional work identified in any subsequent termite and pest control reports prepared by a California licensed pest exterminator as part of this escrow.

(d) To Buyer, a twelve (12) month home warranty policy which is fully paid and provides coverage of major built-in appliances.

11.4 Buyer shall deliver to Escrow Holder prior to the Close of Escrow a sum sufficient to cover Buyer's closing costs as set forth in Paragraph 11.7.2, below.

11.5 On the Close of Escrow, the Escrow Holder shall record the Grant Deed and shall deliver the monies and instruments to which each party is entitled pursuant to this Agreement, only when the Title Company is in a position to issue its CLTA (or, if applicable, ALTA) policy of title insurance subject only (i) to the Permitted Exceptions; and (ii) Title Company's standard pre-printed exceptions, with liability in the amount of the purchase price, showing title to the Property vested in Buyer ("Title Policy").

11.6 Upon Close of Escrow, possession of the Property shall be delivered to Buyer subject to the Permitted Exceptions and the following items, documents and monies shall be delivered to the parties by Escrow Holder as set forth below:

(a) To Seller: the cash portion of the Purchase Price as set forth in Paragraph 2 as adjusted pursuant to this Agreement and reduced by the amount of Seller's closing costs as set forth in paragraph 11.7.1, below; the executed Resale Restriction Agreement and Option to Purchase; and the executed deed of trust and promissory note in favor of the Seller.

(b) To Buyer: the Title Policy, and copies of the Resale Restriction Agreement and Option to Purchase, deed of trusts, and promissory notes.

11.7 Upon Close of Escrow, Escrow and title charges shall be paid in the manner provided below.

11.7.1 Seller shall:

- (a) Pay all County documentary transfer taxes.
- (b) One-half of the expense of all usual and customary Escrow Fees.
- (c) Provide a twelve (12) month home warranty policy from the date of the Close of Escrow.

11.7.2 Buyer shall pay:

- (a) The cost of the Title Policy.
- (b) All recording fees.
- (c) One-half of the expense of all usual and customary Escrow Fees.

11.8 If Escrow fails to close as a result of the default of this Agreement by a party, the defaulting party shall pay all title and escrow charges; provided, however, that nothing in this Paragraph 11 shall be deemed to limit, and the provisions of this Paragraph 11 shall be in addition to, all other rights and remedies of the non-defaulting party.

11.9 Escrow Holder is authorized and instructed to debit Seller for Seller's closing costs as set forth in Paragraph 11.7.1, above.

12. PRORATIONS.

12.1 Prorations shall be made as of the Close of Escrow. All prorations shall be made on the basis of a thirty (30) day month and shall be paid in cash to Seller if it is entitled thereto, or shall be credited against the cash portion of the Purchase Price if Buyer is entitled thereto. Such prorations shall be made by Escrow Holder on the basis of a statement(s) approved by Buyer and Seller and deposited into the Escrow prior to the Close of Escrow. The date used for prorations is hereinafter referred to as the "Proration Date".

(a) All real estate taxes and all personal property taxes due and owing as of the Proration Date, and all penalties and interest thereon, shall be paid by Seller. Current real estate taxes, special assessments and personal property taxes which are not yet due and owing shall be prorated based upon the most recent tax bill, so that the portion of current taxes allocable to the period from the beginning of such tax year through the Proration Date shall be charged to and paid by Seller and the portion of the current taxes allocable to the portion of such tax year from the Proration Date to the end of such tax year shall be charged to and paid by Buyer. Proration of taxes and assessments shall be final as of the Proration Date, regardless of the amount of taxes or assessments that actually are, or subsequently become, due.

(b) Expenses of operating the Property (other than insurance premiums, taxes and utility charges) which were prepaid by Seller for a period beyond the Proration Date.

12.2 Buyer shall be responsible for obtaining and paying for utility services from and after Close of Escrow.

13. DAMAGE OR DESTRUCTION PRIOR TO CLOSE OF ESCROW.

If the Property, or any portion thereof, is damaged or destroyed prior to the Close of Escrow from any cause whatsoever, whether an insured risk or not, including but not limited to, fire, flood, accident or other casualty which, according to the Buyer's and Seller's best estimate, would cost more than Five Thousand Dollars (\$5,000.00) to repair, Buyer shall have the option, upon written notice to Seller, to either (i) terminate this Agreement, or (ii) purchase the Property. If Buyer elects to terminate this Agreement, Escrow shall immediately terminate upon Seller's receipt of Buyer's notice of election to terminate and Escrow Holder shall thereupon promptly return all documents, items and monies in its possession to the party who shall have deposited same with Escrow Holder. If Buyer elects to purchase the Property, Buyer shall be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction and, in addition, Seller shall pay Buyer the amount of any deductible (which can be paid by Seller by means of a credit against the Purchase Price). In the event that Buyer's and Seller's best estimate of the cost of repair is Five Thousand Dollars (\$5,000.00) or less, Buyer shall purchase the Property and be entitled to, and Seller shall assign to Buyer, all insurance proceeds covering such damage or destruction. In addition, the difference between the amount of insurance proceeds available and the cost of repair shall be deducted from the cash portion of the Purchase Price. Should any damage or destruction occur prior to the Close of Escrow, the date scheduled for the Close of Escrow shall be extended for a period of time not to exceed thirty (30) days, for the purpose of allowing Buyer and Seller sufficient time to estimate the cost of repair. If Buyer fails to notify Seller of its election under this Paragraph 13, Buyer shall be deemed to have elected to purchase the Property.

14. SURVIVAL OF CLOSE OF ESCROW.

All representations, warranties, covenants, conditions, agreements and obligations contained in or relating to this Agreement shall survive the Close of Escrow and the recordation of the Grant Deed and shall not merge therein unless specifically stated otherwise in this Agreement.

15. NOTICES.

All notices to be given pursuant to this Agreement shall be either (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) overnight courier (such as Federal Express, DHL, etc.); or (iv) by fax transmittal. If sent via certified or registered mail, receipt shall be deemed effective forty-eight (48) hours after being deposited in the United States mail. If sent via fax transmission, a confirming copy shall be sent to the sender, and receipt of the fax transmittal shall be deemed made twenty-four (24) hours after the sending thereof. If sent via overnight courier, receipt shall be deemed effective twenty-four (24) hours after the sending thereof. All notice to be given pursuant to this Agreement shall be given to the parties at the following respective address.

To Seller: Gary A. Napper, Executive Director
Clayton Redevelopment Agency
6000 Heritage Trail
Clayton, CA 94517
Fax 925/672-4917

To Buyer: Barnaby and Rachel Gloger
278 Stranahan Circle
Clayton, CA 94517
Pre-Purchase Address: Barnaby and Rachel Gloger
5034 Bonwell Drive
Concord, CA 94521

To Escrow Holder: Kathy Warner
Branch Manager/Escrow Officer
Placer Title
1981 North Broadway, #100
Walnut Creek, CA 94596
Fax 925/939-9206

16. ENTIRE AGREEMENT.

This Agreement, and the Exhibits attached hereto, represent the entire Agreement between the parties in connection with the transactions contemplated hereby and the subject matter hereof and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with regard to the subject matter hereof. There are no oral or written agreements, representations or inducements or any kind existing between the parties relating to this transaction which are not expressly set forth herein. This Agreement may not be modified except by a written agreement signed by both Buyer and Seller. Without limiting the foregoing, Buyer and Seller expressly acknowledge and agree that they have not relied on any written or oral statements made by the other party's representative(s) in entering into this Agreement.

17. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, administrators, successors in interest and assigns. Buyer may not assign this agreement and any rights thereunder without the express written consent of Seller.

18. WAIVER.

No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

19. CAPTIONS AND HEADINGS.

The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

20. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

21. GOVERNING LAW.

This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Contra Costa, or if a Federal action, in the United States District Court for the Northern District of California.

22. ATTORNEYS FEES.

If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the party not prevailing as fixed by the Court (or if applicable, the arbitrator).

23. TIME OF ESSENCE.

Time is of the essence with respect to all matters contained in this Agreement.

24. DATE OF AGREEMENT.

All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the date set forth in the first paragraph of this Agreement.

25. INVALIDITY OF ANY PROVISION.

If any provision (or any portion of any provision) of this Agreement is held by a court of competent jurisdiction or, if applicable to the Agreement, "by an arbitrator" to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions (of the balance of each provision) shall not be affected thereby.

26. NO RECORDATION.

Buyer shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document that would cause a cloud on the title of the Property.

27. DRAFTING OF AGREEMENT.

Buyer and Seller acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.

28. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of Buyer and Seller. No other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

29. INCORPORATION OF EXHIBITS.

Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement.

30. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.

The relationship between Buyer and Seller is that solely of a seller and buyer and no joint venture, partnership or other relationship is created or implied by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"SELLER"

Redevelopment Agency of the City Of Clayton

By: Gary A. Napper, Executive Director

"BUYER"

Barnaby Gloger

Rachel Gloger

2ndMortgage\Gloger\Purchase Agreement

Exhibit "A"
Legal Description of Land

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF CONTRA COSTA, CITY OF CLAYTON, AND IS DESCRIBED AS
FOLLOWS:

Lot 40, as shown on Subdivision 7887, filed December 20, 1994, in Book 377 of Maps, at Pages
1 through 9, Contra Costa County Records.

APN: 119-620-040