



AGENDA

REGULAR MEETINGS

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CLAYTON CITY COUNCIL and CLAYTON REDEVELOPMENT AGENCY and CLAYTON FINANCING AUTHORITY

TUESDAY, January 6, 2009

7:00 p.m.

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

Mayor: Julie K. Pierce
Vice Mayor: Hank Stratford

Council Members
Howard Geller
Joseph A. Medrano
David T. Shuey

- 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 ***

January 6, 2009

7:00 P.M.

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

2. **CLOSED SESSION** - None.

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

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 December 2, 2008. ([View Here](#))

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

(c) Adopt a Resolution accepting the Marsh Creek Retaining Wall Project (CIP No. 10404) as complete and ordering the filing of a Notice of Completion. ([View Here](#))

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Certificate of Recognition to Barbara Halperin for voluntary beautification and litter pickup efforts along Cardinet Trail. ([View Here](#))

6. **REPORTS**

(a) Planning Commission – Commissioner Keith Haydon.

(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 submitting 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 approach 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

- (a) Introduction and First Reading of an Ordinance to amend various sections of the *Clayton Municipal Code* to allow personal property outdoor sales in residential districts up to six (6) days per calendar year per residential unit.
(Ordinance No. 420; ZOA 03-08) ([View Here](#))
(Community Development Director)

Staff recommendations: **1).** Receive the staff report; **2).** Open the Public Hearing and receive public comments; **3).** Close the Public Hearing; **4).** Approve a motion to have the City Clerk read Ordinance No. 420 by title and number only and waive further reading; **5).** Following the City Clerk's reading, approve Ordinance No. 420 for Introduction and First Reading.

9. ACTION ITEMS

- (a) Critique of the 2008 Concerts in The Grove Series with the results of the downtown business and citizen surveys, and policy discussion regarding scope and frequency of a concerts series in 2009. ([View Here](#))
(City Clerk)

Staff recommendation: Provide direction on the Concerts in The Grove series for 2009.

- (b) Set Tuesday, February 3, 2009 at 4:30 p.m. in the City Hall 3rd Floor Conference Room as the date and time for a Special Meeting for the annual Council-Manager Goals & Objectives Session. ([View Here](#))
(Mayor Pierce)

Staff recommendation: Adopt a motion setting Tuesday, February 3, 2009 at 4:30 p.m. in the 3rd Floor Conference Room at Clayton City Hall, 6000 Heritage Trail, as the date, time and location for the Special Meeting.

- (c) Consideration of a suggested modification to the *Clayton Municipal Code* to expand the recently-adopted dimensional threshold for administrative approval of minor additions on single-story residences to include 2-story homes when the minor addition is limited to ground-floor space. ([View Here](#))
(Council Member Geller)

Staff recommendation: If generally embraced by the Council, refer the suggestion to staff for its drafting of an ordinance for Planning Commission review for recommendation to the City Council for ultimate action.

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

11. **ADJOURNMENT** – the next regularly scheduled meeting of Tuesday, January 20, 2009.

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*** CLAYTON REDEVELOPMENT AGENCY ***

January 6, 2009

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

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 December 2, 2008. ([View Here](#))
- (b) Approve the Agreement of Purchase and Sale and Joint Escrow Instructions with Kristina Anzelone and Steven Vico for the Agency's sale of 280 Stranahan Circle, Clayton, CA (APN 119-620-041-2) in the amount of \$330,000.00 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 next meeting.

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

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*** CLAYTON FINANCING AUTHORITY ***

January 6, 2009

1. **CALL TO ORDER AND ROLL CALL** – President Pierce.

2. **CLOSED SESSION** – None.

3. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

Citizens may address the Financing Authority on items within the Authority's jurisdiction, (which are not on the agenda) by completing a speaker card 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 President's discretion. When one's name is called by the President, 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 Financing Authority 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.

4. **CONSENT CALENDAR**

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

(a) Approve the minutes of the regular meeting of January 2, 2008. ([View Here](#))

(b) Accept the Clayton Financing Authority's Annual Report for Fiscal Year 2008. ([View Here](#))

5. **ACTION ITEMS** - None.

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

7. **ADJOURNMENT** – the Clayton Financing Authority's next meeting will be scheduled when necessary.

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**MINUTES
OF THE
REGULAR MEETING
CLAYTON CITY COUNCIL**

Agenda Date: 11/6/09

Agenda Item: 4a

TUESDAY, December 16, 2008

1. **CALL TO ORDER & ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Pierce in the Library Community Meeting Room, 6125 Clayton Road, Clayton, CA. Councilmembers present: Mayor Pierce, Vice Mayor Stratford, Councilmembers Geller, Medrano, and Shuey (arrived at 7:02 p.m.). Staff present: City Manager Gary Napper, City Attorney Dan Adams and City Clerk Laci Jackson.

2. **CLOSED SESSION** - None.

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

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

(a) Approved the minutes of the regular meeting of December 2, 2008.

(b) Approved Financial Demands and Obligations of the City.

5. **RECOGNITIONS AND PRESENTATIONS**

(a) Ron Tervelt, a member of the County Civil Grand Jury, gave a presentation about the County Grand Jury. He stated the Grand Jury is charged with examining the work of the County, cities and special districts' business throughout the County. He stated there are many committees and the jury works to react to citizen complaints and newspaper articles. The committee is comprised of a variety of people and professions from different cities throughout the County. He encouraged citizens interested in such topics and services to apply for judicial appointment.

(b) The Mayor presented a Certificate of Recognition for Kristin Burger, Planning Intern, and thanked her for her dedication and hard work. Ms. Burger stated she enjoyed working with City staff.

6. **REPORTS**

(a) Planning Commission – Commissioner Bob Armstrong reported on the Planning Commission meeting of December 9th. He stated the Commission had finished its work on the personal property sales ordinance after three meetings of discussion, and the recommended ordinance should be placed shortly for Council consideration.

(b) Trails and Landscaping Committee – Committee Member Bass reported on the December 15th meeting of the Trails and Landscaping Committee. The committee reorganized and the new Chairperson is Virginia Siegel and Vice Chairperson Jerry Kosel. Committee member Bass will continue to write the Committee's monthly articles for the *Clayton Pioneer*.

(c) City Manager stated he is still waiting on the trickle down effect from Sacramento but overall Clayton was doing relatively well as the County tax assessor stated the assessed valuations rose by 2% in the city. He stated the Council would be receiving a Mid-Year Budget Report at a February meeting.

The City Manager then introduced Jennifer Beck, new Program Director for the YMCA. Ms. Beck stated she is new to the YMCA after years of working as a teacher. She reminded the Council and citizens that the youth and adult basketball leagues would be starting in January and that registration had started for those activities. She stated there would be a Holiday Camp for 1st-8th graders on Monday and Tuesday of the holiday break. She stated if anyone had questions they could call 889-1600 or visit the Mt. Diablo Region YMCA website a www.mdrymca.org for more information. Lastly, she stated the New Year' Eve event was coming up and the first 300 children who come to the event would receive a free t-shirt.

(d) City Council

Councilmember Stratford attended the Mayors' Conference in Brentwood, the CBCA tree lighting, Gregg Manning's and Bill Walcutt's retirement party, the Moose feed luncheon by the carpenters union, and the Trails and Landscaping Committee meeting. He thanked Candace Bass for her work this past year as Chair of the Trails and Landscaping Committee.

Councilmember Geller attended the Mayors' Conference and the retirement party.

Councilmember Shuey attended the retirement party and the CBCA tree lighting.

Mayor Pierce attended the Mayors' Conference and the CBCA tree lighting where she worked with Santa. She stated the music was fabulous and could be heard all the way down Main Street. She attended the ABAG Regional Planning Committee meeting and a Transportation Authority meeting. She also met with the New Year's Eve Committee and reminded everyone the New Year's Eve celebration was quickly approaching and was still in need of volunteers.

Councilmember Shuey also noted the CBCA event with Santa and Mrs. Claus was a great success with more than 400 people in first hour. He thanked the volunteers for making the event successful.

(e) Other – None.

7. **PUBLIC COMMENT ON NON-AGENDA ITEMS**- None.

8. **PUBLIC HEARINGS**- None.

9. **ACTION ITEMS**

(a) Determination of City Council sub-committee, inter-governmental and regional board assignments for 2009.

Mayor Pierce announced and outlined her proposed Council committee assignments for 2009.

By general consensus the Council approved their sub-committee assignments for 2009 as submitted by Mayor Pierce.

10. COUNCIL ITEMS

Councilmember Geller asked to agenda a discussion on a "Shop Clayton First" Program. He also asked to revisit the recent changes made for single story minor additions.

Councilmember Medrano asked to discuss possible economic development use of the Daffodil Hill project site.

11. ADJOURNMENT– On call by Mayor Pierce the meeting adjourned at 8:17 p.m.

Respectfully submitted,

Laci J. Jackson, City Clerk

APPROVED BY CLAYTON CITY COUNCIL

Julie K. Pierce, Mayor



Agenda Date: 01/06/09

Agenda Item: 4b

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MERRY PELLETIER, FINANCE MANAGER
DATE: JANUARY 6, 2009
SUBJECT: OBLIGATION SUMMARY

RECOMMENDATION Approve the following obligations.

<u>RUN DATE</u>	<u>OBLIGATION NUMBERS</u>	<u>TOTALS</u>
12/31/08	15421 - 15465	\$1,033,503.58

- Invoices - Summary Report
 - o the current invoices by obligation number
 - o the vendor numbers and names
 - o brief descriptions of the invoices
 - o the amounts expensed or paid for the current invoices
 - o vendor invoice numbers (if any)
 - o grand totals on the last page, may be a combination of expensed & paid
 - o the stage date is the date of input to the system
- Invoice Distribution Report
 - o the account numbers affected by the current invoices listed numerically; these numbers correspond to the "line item" numbers listed in the City's budget
 - o the account descriptions
 - o the obligation numbers
 - o the vendor numbers and names
 - o the amount of the invoices
 - o a grand total of all invoices on the last page

Attachments:

Invoices - Summary Report 12/31/08 (5 page)

Invoice Distribution Report 12/31/08 (15 pages)

Run date: 12/31/2008 @ 12:31
Bus date: 12/31/2008

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 1

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7218-02.0.0-000 - Life and LTD Insurance 15465 LTD, Life & ADD 1/09 Invoice number.: 1/09	65 Municipal Pooling Authority 1 Adm LTD 1/09	Inv	378.94
A101-7218-02.0.0-000 - Life and LTD Insurance	*** Account total ***		378.94
A101-7218-03.0.0-000 - Life and LTD Insurance 15465 LTD, Life & ADD 1/09 Invoice number.: 1/09	65 Municipal Pooling Authority 2 PW LTD 1/09	Inv	221.96
A101-7218-03.0.0-000 - Life and LTD Insurance	*** Account total ***		221.96
A101-7218-04.0.0-000 - Life and LTD Insurance 15465 LTD, Life & ADD 1/09 Invoice number.: 1/09	65 Municipal Pooling Authority 3 Planning LTD 1/09	Inv	130.43
A101-7218-04.0.0-000 - Life and LTD Insurance	*** Account total ***		130.43
A101-7218-06.0.0-000 - Life and LTD Insurance 15465 LTD, Life & ADD 1/09 Invoice number.: 1/09	65 Municipal Pooling Authority 4 PD LTD 1/09	Inv	624.87
A101-7218-06.0.0-000 - Life and LTD Insurance	*** Account total ***		624.87
A101-7220-01.0.0-000 - PERS Retirement 15462 Retirement PPE 12/14/08 Invoice number.: PPE 12/14/08	201 CalPERS 1 Legeslative 12/14/08	Paid	421.06
A101-7220-01.0.0-000 - PERS Retirement	*** Account total ***		421.06
A101-7220-02.0.0-000 - PERS Retirement 15462 Retirement PPE 12/14/08 Invoice number.: PPE 12/14/08	201 CalPERS 2 Admin 12/14/08	Paid	4,137.77
A101-7220-02.0.0-000 - PERS Retirement	*** Account total ***		4,137.77
A101-7220-03.0.0-000 - PERS Retirement 15462 Retirement PPE 12/14/08 Invoice number.: PPE 12/14/08	201 CalPERS 3 PW 12/14/08	Paid	2,411.90
A101-7220-03.0.0-000 - PERS Retirement	*** Account total ***		2,411.90

Run date: 12/31/2008 @ 12:31
Bus date: 12/31/2008

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 2

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7220-04.0.0-000 - PERS Retirement			
15462 Retirement PPE 12/14/08	201 CalPERS		
Invoice number.: PPE 12/14/08	4 Planning 12/14/08	Paid	1,412.87
A101-7220-04.0.0-000 - PERS Retirement	*** Account total ***		1,412.87
A101-7220-06.0.0-000 - PERS Retirement			
15462 Retirement PPE 12/14/08	201 CalPERS		
Invoice number.: PPE 12/14/08	5 Police 12/14/08	Paid	12,981.86
A101-7220-06.0.0-000 - PERS Retirement	*** Account total ***		12,981.86
A101-7246-02.0.0-000 - Benefit Insurance			
15464 Health Insurance 1/09	1316 CalPERS Health		
Invoice number.: 1/09	1 Admin 1/09	Inv	6,173.84
Invoice number.: 1/09	6 Adm Fees Health 1/09	Inv	140.16
15465 LTD, Life & ADD 1/09	65 Municipal Pooling Authority		
Invoice number.: 1/09	6 Adm Life, ADD 1/09	Inv	61.50
A101-7246-02.0.0-000 - Benefit Insurance	*** Account total ***		6,375.50
A101-7246-03.0.0-000 - Benefit Insurance			
15464 Health Insurance 1/09	1316 CalPERS Health		
Invoice number.: 1/09	2 PW 1/09	Inv	3,595.22
15465 LTD, Life & ADD 1/09	65 Municipal Pooling Authority		
Invoice number.: 1/09	7 PW Life, ADD 1/09	Inv	51.25
A101-7246-03.0.0-000 - Benefit Insurance	*** Account total ***		3,646.47
A101-7246-04.0.0-000 - Benefit Insurance			
15464 Health Insurance 1/09	1316 CalPERS Health		
Invoice number.: 1/09	3 Planning 1/09	Inv	2,338.18
15465 LTD, Life & ADD 1/09	65 Municipal Pooling Authority		
Invoice number.: 1/09	8 Planning Life, ADD 1/09	Inv	20.50
A101-7246-04.0.0-000 - Benefit Insurance	*** Account total ***		2,358.68

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7246-06.0.0-000 - Benefit Insurance			
15464 Health Insurance 1/09	1316 CalPERS Health		
Invoice number.: 1/09	4 Police Dept 1/09	Inv	8,528.23
Invoice number.: 1/09	5 ER Share -retired PD 1/09	Inv	166.65
15465 LTD, Life & ADD 1/09	65 Municipal Pooling Authority		
Invoice number.: 1/09	9 PD Life, ADD 1/09	Inv	123.00
A101-7246-06.0.0-000 - Benefit Insurance	*** Account total ***		8,817.88
A101-7312-05.0.0-000 - Office Supplies/Expense			
15425 Adm Printing Services 12/08	42 City of Concord		
Invoice number.: 13727	2 Adm Printing 12/08	Inv	188.00
A101-7312-05.0.0-000 - Office Supplies/Expense	*** Account total ***		188.00
A101-7324-01.0.0-000 - Dues and Subscriptions			
15431 League Dues & Mtgs 2009	95 East Bay-League of Calif. Citi		
Invoice number.: 2009	2 League Dues 2009	Inv	250.00
A101-7324-01.0.0-000 - Dues and Subscriptions	*** Account total ***		250.00
A101-7324-02.0.0-000 - Dues and Subscriptions			
15448 Membership Dues 2009	96 League of CA cities		
Invoice number.: 83197	1 Membership Dues 2009	Inv	5,507.00
A101-7324-02.0.0-000 - Dues and Subscriptions	*** Account total ***		5,507.00
A101-7324-06.0.0-000 - Dues and Subscriptions			
15450 PD CAPE Member Dues 2009	1508 CAPE Acct		
Invoice number.: 2009	1 PD CAPE Member Dues 2009	Inv	45.00
A101-7324-06.0.0-000 - Dues and Subscriptions	*** Account total ***		45.00
A101-7335-03.0.0-000 - Gas & Electricity			
15435 Service 11/08 (Small Master)	113 PG&E		
Invoice number.: 11/08	1 City Hall Svc 11/08	Inv	1,480.36
15436 Service 12/08 (Master)	113 PG&E		
Invoice number.: 12/08	1 City Hall 12/08	Inv	687.06

Run date: 12/31/2008 @ 12:31
 Bus date: 12/31/2008

City of Clayton
 Invoice Distribution Report

OTDIST.L02 Page 4

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7335-03.0.0-000 - Gas & Electricity	*** Continued ***		
Invoice number.: 12/08	3 Lydia Pump Station 12/08	Inv	42.71
Invoice number.: 12/08	12 Westwood Pk Well 12/08	Inv	50.45
15437 Service 12/08 (Individual Inv)	113 PG&E		
Invoice number.: 12/08	1 PW Bldg Svc 12/08	Inv	93.00
Invoice number.: 12/08	7 1005 Oak St 12/08	Inv	29.05
Invoice number.: 12/08	8 1007 Oak St 12/08	Inv	6.21
A101-7335-03.0.0-000 - Gas & Electricity	*** Account total ***		2,388.84
A101-7335-07.0.0-000 - Gas & Electricity			
15436 Service 12/08 (Master)	113 PG&E		
Invoice number.: 12/08	4 Library 12/08	Inv	3,801.87
A101-7335-07.0.0-000 - Gas & Electricity	*** Account total ***		3,801.87
A101-7335-09.0.0-000 - Gas & Electricity			
15436 Service 12/08 (Master)	113 PG&E		
Invoice number.: 12/08	2 Community Restroom 12/08	Inv	256.41
A101-7335-09.0.0-000 - Gas & Electricity	*** Account total ***		256.41
A101-7338-03.0.0-000 - Water Services			
15460 City Water Usage 10-11/08	67 Contra Costa Water Dist.		
Invoice number.: F Srs 10-11/08	1 1005 Oak St 11/08	Inv	24.75
Invoice number.: F Srs 10-11/08	10 No Valley Park 10-11/08	Inv	663.96
A101-7338-03.0.0-000 - Water Services	*** Account total ***		688.71
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance			
15432 Monthly Svc 11/08	170 Western Exterminator		
Invoice number.: 405323	1 City Hall Ext Svc 11/08	Inv	90.50
15454 CH Elevator Insp 12/08	2359 CA Dept of Industrial Relation		
Invoice number.: G 017003 SA	1 CH Elevator Insp 12/08	Inv	105.00
A101-7341-03.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		195.50

Run date: 12/31/2008 @ 12:31
 Bus date: 12/31/2008

City of Clayton
 Invoice Distribution Report

OTDIST.L02 Page 5

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance 15432 Monthly Svc 11/08 Invoice number.: 405323	170 Western Exterminator 2 Library Ext Svc 11/08	Inv	93.50
A101-7341-07.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		93.50
A101-7343-06.0.0-000 - Vehicle Maintenance 15422 PD Vehicle Maintenance 10/08 Invoice number.: 13747	42 City of Concord 1 PD Vehicle Mtn 10/08	Inv	1,111.06
A101-7343-06.0.0-000 - Vehicle Maintenance	*** Account total ***		1,111.06
A101-7346-03.0.0-000 - HVAC Mtn & Repairs 15461 Library, City Hall EMS 12/08 Invoice number.: 496299-300	1265 ACCO Engineered Systems 2 City Hall EMS 12/08	Inv	205.00
A101-7346-03.0.0-000 - HVAC Mtn & Repairs	*** Account total ***		205.00
A101-7346-07.0.0-000 - HVAC Mtn & Repairs 15461 Library, City Hall EMS 12/08 Invoice number.: 496299-300	1265 ACCO Engineered Systems 1 Library EMS 12/08	Inv	205.00
A101-7346-07.0.0-000 - HVAC Mtn & Repairs	*** Account total ***		205.00
A101-7372-01.0.0-000 - Conferences 15431 League Dues & Mtgs 2009 Invoice number.: 2009	95 East Bay-League of Calif. Citi 1 League Mtgs 2009	Inv	200.00
15442 Mayors Conf 1/09 Invoice number.: 1/09	51 City of Pittsburg 1 Mayors Conf 1/09	Inv	150.00
A101-7372-01.0.0-000 - Conferences	*** Account total ***		350.00
A101-7373-06.0.0-000 - Education & Training 15424 PD Training Cnt-Rng Use 11/08 Invoice number.: 09-1249	1966 CCC Office of the Sheriff-Fisc 1 PD Range Use Fee 11/08	Inv	100.00
A101-7373-06.0.0-000 - Education & Training	*** Account total ***		100.00
A101-7384-04.0.0-000 - Legal Notices 15445 PC & CC Legal Notices 11-12/08 Invoice number.: 298-3013824	1648 Bay Area News Group East Bay 1 PC & CC Legal Notices 11-12/08	Inv	243.60
A101-7384-04.0.0-000 - Legal Notices	*** Account total ***		243.60

Run date: 12/31/2008 @ 12:31
Bus date: 12/31/2008

City of Clayton
Invoice Distribution Report

OTDIST.L02 Page 6

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7411-08.0.0-000 - Professional Services Retainer 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 1 Eng Svc 12/6/08 - 12/19/08	Inv	2,422.50
A101-7411-08.0.0-000 - Professional Services Retainer	*** Account total ***		2,422.50
A101-7413-02.0.0-000 - Legal Services 15446 Legal Services 11/08 Invoice number.: 96448	1210 Liebert Cassidy Whitmore 1 Legal Services 11/08	Inv	132.00
A101-7413-02.0.0-000 - Legal Services	*** Account total ***		132.00
A101-7417-03.0.0-000 - Janitorial Service 15440 Janitorial Services for 12/08 Invoice number.: 08DEC	468 J & R Floor Services 3 City Hall 12/08	Inv	449.89
A101-7417-03.0.0-000 - Janitorial Service	*** Account total ***		449.89
A101-7417-06.0.0-000 - Janitorial Service 15440 Janitorial Services for 12/08 Invoice number.: 08DEC	468 J & R Floor Services 5 PD 12/08	Inv	225.00
A101-7417-06.0.0-000 - Janitorial Service	*** Account total ***		225.00
A101-7417-07.0.0-000 - Janitorial Service 15428 Janitorial Supplies 12/08 Invoice number.: 51593	84 Hammons Supply Company 1 Library Janitorial Supp 12/08	Inv	396.24
15440 Janitorial Services for 12/08 Invoice number.: 08DEC	468 J & R Floor Services 2 Library 12/08	Inv	2,175.00
A101-7417-07.0.0-000 - Janitorial Service	*** Account total ***		2,571.24
A101-7417-09.0.0-000 - Janitorial Service 15440 Janitorial Services for 12/08 Invoice number.: 08DEC	468 J & R Floor Services 1 Comm Pk Svc 12/08	Inv	1,000.00
A101-7417-09.0.0-000 - Janitorial Service	*** Account total ***		1,000.00
A101-7419-01.0.0-000 - Other Professional Services 15430 Video City Council Mtg 12/16/0 Invoice number.: 914	1467 LarryLogic Productions 1 Video CC Mtg 12/16/08	Inv	225.00
A101-7419-01.0.0-000 - Other Professional Services	*** Account total ***		225.00

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7419-05.0.0-000 - Other Professional Services			
15456 CD Investments (4) 12/08	2161 Financial Northeastern Corp		
Invoice number.: WT 12/18/08	1 CD Inv Wire Trans 12/08	Paid	20.00
15457 CD Investments (2) 12/08	2161 Financial Northeastern Corp		
Invoice number.: 12/18/08	2 CD Inv Wire Trnx 12/18/08	Paid	20.00
15458 CD Investments (2) 12/08	2094 Morgan Stanley		
Invoice number.: 12/18/08	2 CD Inv Wire Trx 12/18/08	Paid	20.00
15459 CD Investments (2) 12/08	2495 RBC Capital Markets		
Invoice number.: 12/29/08	2 CD Inv Wire Trx 12/29/08	Paid	20.00
A101-7419-05.0.0-000 - Other Professional Services	*** Account total ***		80.00
A101-7419-06.0.0-000 - Other Professional Services			
15429 PD-Crossing Guard WE 12/6/08	1538 All City Management Services,		
Invoice number.: 15131	1 PD-Crossing Guard WE 12/6/08	Inv	225.75
15452 PD PreEmpl Poly Sorrell 9/08	2484 Isaias Menchaca Jr.		
Invoice number.: MIA-02	1 PD PreEmpl Poly Sorrell 9/08	Inv	175.00
A101-7419-06.0.0-000 - Other Professional Services	*** Account total ***		400.75
A101-7419-09.0.0-000 - Other Professional Services			
15432 Monthly Svc 11/08	170 Western Exterminator		
Invoice number.: 405323	3 Park-Ext Svc 11/08	Inv	40.50
A101-7419-09.0.0-000 - Other Professional Services	*** Account total ***		40.50
A101-7426-06.0.0-000 - Jail Booking Fee			
15423 Booking Fees 10/08	416 CCC Auditor-Controller		
Invoice number.: 10/08	1 Booking Fees 10/08	Inv	76.00
A101-7426-06.0.0-000 - Jail Booking Fee	*** Account total ***		76.00
A101-7429-06.0.0-000 - Animal Control			
15463 Animal Control Svc 1/09-3/09	1303 CCC Office of Revenue Collecti		
Invoice number.: ASD M4780	1 Animal Control Svc 1/09-3/09	Inv	12,829.00
A101-7429-06.0.0-000 - Animal Control	*** Account total ***		12,829.00

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A101-7430-08.0.0-000 - Well Monitoring Fee			
15443 Well Monitoring Prog 12/08	1090 CERCO Analytical, Inc. 1 Well Monitoring Prog 12/08	Inv	390.00
Invoice number.: 0812105			
A101-7430-08.0.0-000 - Well Monitoring Fee	*** Account total ***		390.00
A201-7335-00.0.0-000 - Gas & Electricity			
15434 Svc: Irrig & Signal 12/08 (Mst	113 PG&E 2 Clayton Traffic Sgn 12/08	Inv	31.77
Invoice number.: 12/08			
15435 Service 11/08 (Small Master)	113 PG&E 5 Traffic Sgn & St Lt 11/08	Inv	178.70
Invoice number.: 11/08			
15436 Service 12/08 (Master)	113 PG&E 9 Traffic Signals 12/08	Inv	384.51
Invoice number.: 12/08			
10 Street Lights - Arterial 12/08	Inv		2,736.85
Invoice number.: 12/08			
A201-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		3,331.83
A201-7411-00.0.0-000 - Professional Services Retainer			
15433 Eng Svc 12/6/08 - 12/19/08	116 PERMCO, Inc. 3 ADA Trans Pln #8697	Inv	173.25
Invoice number.: 8690-8700			
A201-7411-00.0.0-000 - Professional Services Retainer	*** Account total ***		173.25
A201-7412-00.0.0-000 - Engineering/Inspection Service			
15433 Eng Svc 12/6/08 - 12/19/08	116 PERMCO, Inc. 4 Gas Tax Insp #8691	Inv	457.50
Invoice number.: 8690-8700			
A201-7412-00.0.0-000 - Engineering/Inspection Service	*** Account total ***		457.50
A210-7335-00.0.0-000 - Gas & Electricity			
15434 Svc: Irrig & Signal 12/08 (Mst	113 PG&E 1 OH Irrigation 12/08	Inv	385.30
Invoice number.: 12/08			
15435 Service 11/08 (Small Master)	113 PG&E 2 Clock Service 11/08	Inv	28.47
Invoice number.: 11/08			
3 Outdoor Lt Service 11/08	Inv		100.55
Invoice number.: 11/08			

Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A210-7335-00.0.0-000 - Gas & Electricity	*** Continued ***		
Invoice number.: 11/08	4 Irrigation Service 11/08	Inv	160.10
15436 Service 12/08 (Master)	113 PG&E		
Invoice number.: 12/08	5 Monument Lights 12/08	Inv	219.91
Invoice number.: 12/08	6 Oakhurst Pump (Fountain) 12/08	Inv	700.48
Invoice number.: 12/08	7 Outdoor Lights 12/08	Inv	13.54
Invoice number.: 12/08	8 Sprinkler Cont/Lndscp 12/08	Inv	65.47
15437 Service 12/08 (Individual Inv)	113 PG&E		
Invoice number.: 12/08	4 Irrigation Svc 12/08	Inv	218.67
A210-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		1,892.49
A210-7338-00.0.0-000 - Water Services			
15460 City Water Usage 10-11/08	67 Contra Costa Water Dist.		
Invoice number.: F Srs 10-11/08	9 No Vally Park 10-11/08	Inv	165.99
Invoice number.: F Srs 10-11/08	11 City Irrigation 10-11/08	Inv	11,703.66
A210-7338-00.0.0-000 - Water Services	*** Account total ***		11,869.65
A211-7335-00.0.0-000 - Gas & Electricity			
15437 Service 12/08 (Individual Inv)	113 PG&E		
Invoice number.: 12/08	3 Grove Park Svc 12/08	Inv	134.17
A211-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		134.17
A211-7419-00.0.0-000 - Other Professional Services			
15440 Janitorial Services for 12/08	468 J & R Floor Services		
Invoice number.: 08DEC	6 Grove Park Janitorial 12/08	Inv	1,000.00
A211-7419-00.0.0-000 - Other Professional Services	*** Account total ***		1,000.00
A214-7335-00.0.0-000 - Gas & Electricity			
15436 Service 12/08 (Master)	113 PG&E		
Invoice number.: 12/08	11 Street Lights-Res 12/08	Inv	8,210.54
A214-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		8,210.54

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A216-7419-00.0.0-000 - Other Professional Services			
15427 PW Wash Rack Mtn 11/08	2133 American Cleanway Inc		
Invoice number.: 35854	1 PW Wash Rack Mtn 11/08	Inv	225.00
A216-7419-00.0.0-000 - Other Professional Services	*** Account total ***		225.00
A301-7361-00.0.0-000 - Advertising			
15438 EH Yellow Page Ad 12/08	2014 AT&T Yellow Pages		
Invoice number.: 12/08 R	1 EH Yellow Page Ad 12/08	Inv	231.00
15439 Yellow Pages. Com 12/08	2115 AT&T YellowPages.com		
Invoice number.: 12/08 R	1 Yellow Pages.Com 12/08	Inv	29.00
A301-7361-00.0.0-000 - Advertising	*** Account total ***		260.00
A302-7413-00.0.0-000 - Legal Services			
15444 LMI Legal Svc 11/08	79 Goldfarb & Lipman		
Invoice number.: 92007	1 LMI Legal Svc 11/08	Inv	343.00
A302-7413-00.0.0-000 - Legal Services	*** Account total ***		343.00
A302-7520-00.0.0-008 - 280 Stranahan LMI-Bamberger			
15426 Yard Mtn-Stranahan Cir 12/08	2188 Joe Pargett		
Invoice number.: 2693	1 Yard Mtn-Stranahan Cir 12/08	Inv	100.00
15437 Service 12/08 (Individual Inv)	113 PG&E		
Invoice number.: 12/08	6 LMI 280 Stranahan 12/08	Inv	24.07
A302-7520-00.0.0-008 - 280 Stranahan LMI-Bamberger	*** Account total ***		124.07
A302-7520-00.0.0-009 - 278 Stranahan Cir LMI House			
15426 Yard Mtn-Stranahan Cir 12/08	2188 Joe Pargett		
Invoice number.: 2693	2 Yard Mtn-Stranahan Cir 12/08	Inv	100.00
15433 Eng Svc 12/6/08 - 12/19/08	116 PERMCO, Inc.		
Invoice number.: 8690-8700	2 LMI Bldg Pmt #8700	Inv	3,022.26
15437 Service 12/08 (Individual Inv)	113 PG&E		
Invoice number.: 12/08	5 LMI 278 Stranahan 12/08	Inv	9.21
A302-7520-00.0.0-009 - 278 Stranahan Cir LMI House	*** Account total ***		3,131.47

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A303-7520-00.0.0-104 - Downtown Economic Dev Project 15447 Downtown Econ Proj 11/08 Invoice number.: 11/08	2386 Economic Development Systems 1 Downtown Econ Proj 11/08	Inv	11,928.27
A303-7520-00.0.0-104 - Downtown Economic Dev Project	*** Account total ***		11,928.27
A303-7520-00.0.0-106 - Clayton Rd Trail Connection 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 5 Eng Svc #8699	Inv	305.00
A303-7520-00.0.0-106 - Clayton Rd Trail Connection	*** Account total ***		305.00
A303-7520-00.0.0-108 - MarshCreekRd Retaining Wall 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 6 Eng Svc #8696	Inv	488.00
15441 MCR Wall Project 11/08 Invoice number.: 36032541	2389 Odyssey Landscape Co Inc 1 MCR Wall Project 11/08	Inv	10,418.24
15451 MCR Retaining Wall 10/08 Invoice number.: 5450	2492 Dynamic Precast Co Inc 1 MCR Retaining Wall 10/08	Inv	5,400.00
A303-7520-00.0.0-108 - MarshCreekRd Retaining Wall	*** Account total ***		16,306.24
A601-2730-00.0.0-001 - Clayton Mayor's Conference Dep 15449 Retirement Plaques 12/08 Invoice number.: 09280	71 Devils' Mountain Trophy 1 Retirement Plaques 12/08	Inv	81.19
A601-2730-00.0.0-001 - Clayton Mayor's Conference Dep	*** Account total ***		81.19
A601-2731-00.0.0-011 - Jason Bruni EP 2801 Cash Bond 15455 Refund EP 2801 Dep 12/08 Invoice number.: EP 2801	2493 Jason Bruni 1 Refund EP 2801 Dep 12/08	Inv	500.00
A601-2731-00.0.0-011 - Jason Bruni EP 2801 Cash Bond	*** Account total ***		500.00
A601-2741-00.0.0-153 - Seeno Grading Insp (10351) 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 7 Eng Svc #8692	Inv	62.25
A601-2741-00.0.0-153 - Seeno Grading Insp (10351)	*** Account total ***		62.25

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-077 - AD Seeno Oak Crk Cyn SW26-06 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 8 Eng Svc #8694	Inv	62.25
A601-2744-00.0.0-077 - AD Seeno Oak Crk Cyn SW26-06	*** Account total ***		62.25
A601-2744-00.0.0-189 - Riessen SW Permit 17-05 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 11 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-189 - Riessen SW Permit 17-05	*** Account total ***		62.25
A601-2744-00.0.0-288 - Flora Square SWP 47-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 9 Eng Svc #8698	Inv	671.25
A601-2744-00.0.0-288 - Flora Square SWP 47-07	*** Account total ***		671.25
A601-2744-00.0.0-329 - Lemke Diablo Pt SW permit28-06 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 10 Eng Svc #8695	Inv	62.25
A601-2744-00.0.0-329 - Lemke Diablo Pt SW permit28-06	*** Account total ***		62.25
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 12 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-381 - Gonzalez SW Permit 18-07	*** Account total ***		62.25
A601-2744-00.0.0-399 - T. Dudley SW Permit 39-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 13 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-399 - T. Dudley SW Permit 39-07	*** Account total ***		62.25
A601-2744-00.0.0-434 - C. DelMonte SW Permit 29-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 14 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-434 - C. DelMonte SW Permit 29-07	*** Account total ***		62.25

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-438 - Metro PCS SWP 13-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 15 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-438 - Metro PCS SWP 13-08	*** Account total ***		62.25
A601-2744-00.0.0-444 - Childs SW Permit 33-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 16 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-444 - Childs SW Permit 33-07	*** Account total ***		62.25
A601-2744-00.0.0-449 - Switzer SW Permit 36-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 17 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-449 - Switzer SW Permit 36-07	*** Account total ***		62.25
A601-2744-00.0.0-461 - G Beckham SW Pemit 45-07 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 18 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-461 - G Beckham SW Pemit 45-07	*** Account total ***		62.25
A601-2744-00.0.0-467 - P Hollingsworth SW Permit02-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 19 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-467 - P Hollingsworth SW Permit02-08	*** Account total ***		62.25
A601-2744-00.0.0-487 - Lance Brick SWP 12-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 20 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-487 - Lance Brick SWP 12-08	*** Account total ***		62.25
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 21 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-495 - D. Lombardo SWP 25-08	*** Account total ***		62.25

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A601-2744-00.0.0-504 - Mikde Roberts SWP 26-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 22 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-504 - Mikde Roberts SWP 26-08	*** Account total ***		62.25
A601-2744-00.0.0-510 - Carol O'Neil SWP 23-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 23 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-510 - Carol O'Neil SWP 23-08	*** Account total ***		62.25
A601-2744-00.0.0-513 - West Valley Bldr SWP 24-08 15433 Eng Svc 12/6/08 - 12/19/08 Invoice number.: 8690-8700	116 PERMCO, Inc. 24 Eng Svc #8693	Inv	62.25
A601-2744-00.0.0-513 - West Valley Bldr SWP 24-08	*** Account total ***		62.25
A601-2750-00.0.0-001 - Clayton First Night Fund 15421 New Years Sound Syst 12/08 Invoice number.: 8402	2376 Don Stone 1 New Years Sound Syst 12/08	Paid	250.00
A601-2750-00.0.0-001 - Clayton First Night Fund	*** Account total ***		250.00
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits 15453 EH Deposit Refund 12/13/08 Invoice number.: EH 12/13/08	2494 Cenobia Munoz-Garcia 1 EH Deposit Refund 12/13/08	Inv	500.00
A702-2730-00.0.0-002 - Endeavor Hall Cash Deposits	*** Account total ***		500.00
A702-7335-00.0.0-000 - Gas & Electricity 15437 Service 12/08 (Individual Inv) Invoice number.: 12/08	113 PG&E 2 EH Svc 12/08	Inv	211.85
A702-7335-00.0.0-000 - Gas & Electricity	*** Account total ***		211.85
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance 15432 Monthly Svc 11/08 Invoice number.: 405323	170 Western Exterminator 4 End Hall Ext Svc 11/08	Inv	87.00
A702-7341-00.0.0-000 - Buildings/Grounds Maintenance	*** Account total ***		87.00

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Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A702-7417-00.0.0-000 - Janitorial Service			
15440 Janitorial Services for 12/08	468 J & R Floor Services		
Invoice number.: 08DEC	4 End Hall 12/08	Inv	60.00
A702-7417-00.0.0-000 - Janitorial Service	*** Account total ***		60.00
A999-1205-00.0.0-000 - Long Term Invest MorganStanley			
15458 CD Investments (2) 12/08	2094 Morgan Stanley		
Invoice number.: 12/18/08	1 CD Investments (2) 12/08	Paid	195,000.00
A999-1205-00.0.0-000 - Long Term Invest MorganStanley	*** Account total ***		195,000.00
A999-1208-00.0.0-000 - Long Term Invest RBC Dain Raus			
15459 CD Investments (2) 12/08	2495 RBC Capital Markets		
Invoice number.: 12/29/08	1 CD Investments (2) 12/08	Paid	197,000.00
A999-1208-00.0.0-000 - Long Term Invest RBC Dain Raus	*** Account total ***		197,000.00
A999-1210-00.0.0-000 - Long Term Invest FinNorEastern			
15456 CD Investments (4) 12/08	2161 Financial Northeastern Corp		
Invoice number.: WT 12/18/08	2 CD Investments (4) 12/08	Paid	300,000.00
15457 CD Investments (2) 12/08	2161 Financial Northeastern Corp		
Invoice number.: 12/18/08	1 CD Investments (2) 12/08	Paid	198,000.00
A999-1210-00.0.0-000 - Long Term Invest FinNorEastern	*** Account total ***		498,000.00
* Report total *	*** Total ***		1,033,503.58

Vendor Name / Obligat'n Description	Pre-Encumbered	Encumbered	Expensed	Paid Stage	Stage Date
2376 Don Stone					
15421 New Years Sound Syst 12/08	.00	.00	.00	250.00 Paid	12/17/2008
Obligation.....: 15421	Invoice number.: 8402				
42 City of Concord					
15422 PD Vehicle Maintenance 10/08	.00	.00	1,111.06	.00 Inv	12/30/2008
Obligation.....: 15422	Invoice number.: 13747				
416 CCC Auditor-Controller					
15423 Booking Fees 10/08	.00	.00	76.00	.00 Inv	12/30/2008
Obligation.....: 15423	Invoice number.: 10/08				
1966 CCC Office of the Sheriff-Fis					
15424 PD Training Cnt-Rng Use 11/08	.00	.00	100.00	.00 Inv	12/30/2008
Obligation.....: 15424	Invoice number.: 09-1249				
42 City of Concord					
15425 Adm Printing Services 12/08	.00	.00	188.00	.00 Inv	12/30/2008
Obligation.....: 15425	Invoice number.: 13727				
2188 Joe Pargett					
15426 Yard Mtn-Stranahan Cir 12/08	.00	.00	200.00	.00 Inv	12/30/2008
Obligation.....: 15426	Invoice number.: 2693				
2133 American Cleanway Inc					
15427 PW Wash Rack Mtn 11/08	.00	.00	225.00	.00 Inv	12/30/2008
Obligation.....: 15427	Invoice number.: 35854				
84 Hammons Supply Company					
15428 Janitorial Supplies 12/08	.00	.00	396.24	.00 Inv	12/30/2008
Obligation.....: 15428	Invoice number.: 51593				
1538 All City Management Services,					
15429 PD-Crossing Guard WE 12/6/08	.00	.00	225.75	.00 Inv	12/30/2008
Obligation.....: 15429	Invoice number.: 15131				
1467 LarryLogic Productions					
15430 Video City Council Mtg 12/16/	.00	.00	225.00	.00 Inv	12/30/2008
Obligation.....: 15430	Invoice number.: 914				

Vendor Name / Obligat'n Description	Pre-Encumbered	Encumbered	Expensed	Paid Stage	Stage Date
95 East Bay-League of Calif. Cit					
15431 League Dues & Mtgs 2009	.00	.00	450.00	.00 Inv	12/30/2008
Obligation.....: 15431	Invoice number.: 2009				
170 Western Exterminator					
15432 Monthly Svc 11/08	.00	.00	311.50	.00 Inv	12/30/2008
Obligation.....: 15432	Invoice number.: 405323				
116 PERMCO, Inc.					
15433 Eng Svc 12/6/08 - 12/19/08	.00	.00	8,598.01	.00 Inv	12/30/2008
Obligation.....: 15433	Invoice number.: 8690-8700				
113 PG&E					
15434 Svc: Irrig & Signal 12/08 (Ms	.00	.00	417.07	.00 Inv	12/30/2008
Obligation.....: 15434	Invoice number.: 12/08				
113 PG&E					
15435 Service 11/08 (Small Master)	.00	.00	1,948.18	.00 Inv	12/30/2008
Obligation.....: 15435	Invoice number.: 11/08				
113 PG&E					
15436 Service 12/08 (Master)	.00	.00	17,169.80	.00 Inv	12/30/2008
Obligation.....: 15436	Invoice number.: 12/08				
113 PG&E					
15437 Service 12/08 (Individual Inv	.00	.00	726.23	.00 Inv	12/30/2008
Obligation.....: 15437	Invoice number.: 12/08				
2014 AT&T Yellow Pages					
15438 EH Yellow Page Ad 12/08	.00	.00	231.00	.00 Inv	12/30/2008
Obligation.....: 15438	Invoice number.: 12/08 R				
2115 AT&T YellowPages.com					
15439 Yellow Pages. Com 12/08	.00	.00	29.00	.00 Inv	12/30/2008
Obligation.....: 15439	Invoice number.: 12/08 R				
468 J & R Floor Services					
15440 Janitorial Services for 12/08	.00	.00	4,909.89	.00 Inv	12/30/2008
Obligation.....: 15440	Invoice number.: 08DEC				

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Vendor Name / Obligat'n Description	Pre-Encumbered	Encumbered	Expensed	Paid	Stage	Stage Date
2389 Odyssey Landscape Co Inc 15441 MCR Wall Project 11/08 Obligation.....: 15441	.00 Invoice number.: 36032541	.00	10,418.24	.00	Inv	12/30/2008
51 City of Pittsburg 15442 Mayors Conf 1/09 Obligation.....: 15442	.00 Invoice number.: 1/09	.00	150.00	.00	Inv	12/30/2008
1090 CERCO Analytical, Inc. 15443 Well Monitoring Prog 12/08 Obligation.....: 15443	.00 Invoice number.: 0812105	.00	390.00	.00	Inv	12/30/2008
79 Goldfarb & Lipman 15444 LMI Legal Svc 11/08 Obligation.....: 15444	.00 Invoice number.: 92007	.00	343.00	.00	Inv	12/30/2008
1648 Bay Area News Group East Bay 15445 PC & CC Legal Notices 11-12/0 Obligation.....: 15445	.00 Invoice number.: 298-3013824	.00	243.60	.00	Inv	12/30/2008
1210 Liebert Cassidy Whitmore 15446 Legal Services 11/08 Obligation.....: 15446	.00 Invoice number.: 96448	.00	132.00	.00	Inv	12/30/2008
2386 Economic Development Systems 15447 Downtown Econ Proj 11/08 Obligation.....: 15447	.00 Invoice number.: 11/08	.00	11,928.27	.00	Inv	12/30/2008
96 League of CA cities 15448 Membership Dues 2009 Obligation.....: 15448	.00 Invoice number.: 83197	.00	5,507.00	.00	Inv	12/30/2008
71 Devils' Mountain Trophy 15449 Retirement Plaques 12/08 Obligation.....: 15449	.00 Invoice number.: 09280	.00	81.19	.00	Inv	12/30/2008
1508 CAPE Acct 15450 PD CAPE Member Dues 2009 Obligation.....: 15450	.00 Invoice number.: 2009	.00	45.00	.00	Inv	12/30/2008

Vendor Name / Obligat'n Description	Pre-Encumbered	Encumbered	Expensed	Paid	Stage	Stage Date
2492 Dynamic Precast Co Inc 15451 MCR Retaining Wall 10/08 Obligation.....: 15451	.00 Invoice number.: 5450	.00	5,400.00	.00	Inv	12/30/2008
2484 Isaias Menchaca Jr. 15452 PD PreEmpl Poly Sorrell 9/08 Obligation.....: 15452	.00 Invoice number.: MIA-02	.00	175.00	.00	Inv	12/30/2008
2494 Cenobia Munoz-Garcia 15453 EH Deposit Refund 12/13/08 Obligation.....: 15453	.00 Invoice number.: EH 12/13/08	.00	500.00	.00	Inv	12/30/2008
2359 CA Dept of Industrial Relatio 15454 CH Elevator Insp 12/08 Obligation.....: 15454	.00 Invoice number.: G 017003 SA	.00	105.00	.00	Inv	12/30/2008
2493 Jason Bruni 15455 Refund EP 2801 Dep 12/08 Obligation.....: 15455	.00 Invoice number.: EP 2801	.00	500.00	.00	Inv	12/30/2008
2161 Financial Northeastern Corp 15456 CD Investments (4) 12/08 Obligation.....: 15456	.00 Invoice number.: WT 12/18/08	.00	.00	300,020.00	Paid	12/30/2008
2161 Financial Northeastern Corp 15457 CD Investments (2) 12/08 Obligation.....: 15457	.00 Invoice number.: 12/18/08	.00	.00	198,020.00	Paid	12/30/2008
2094 Morgan Stanley 15458 CD Investments (2) 12/08 Obligation.....: 15458	.00 Invoice number.: 12/18/08	.00	.00	195,020.00	Paid	12/30/2008
2495 RBC Capital Markets 15459 CD Investments (2) 12/08 Obligation.....: 15459	.00 Invoice number.: 12/29/08	.00	.00	197,020.00	Paid	12/30/2008
67 Contra Costa Water Dist. 15460 City Water Usage 10-11/08 Obligation.....: 15460	.00 Invoice number.: F Srs 10-11/08	.00	12,558.36	.00	Inv	12/30/2008

Run date: 12/31/2008 @ 12:29
Bus date: 12/31/2008

City of Clayton
Invoices - Summary Report

OTSUM.L02 Page 5

Vendor Name / Obligat'n Description	Pre-Encumbered	Encumbered	Expensed	Paid Stage	Stage Date
1265 ACCO Engineered Systems 15461 Library, City Hall EMS 12/08 Obligation.....: 15461	.00	.00	410.00	.00 Inv	12/30/2008
Invoice number.: 496299-300					
201 CalPERS 15462 Retirement PPE 12/14/08 Obligation.....: 15462	.00	.00	.00	21,365.46 Paid	12/30/2008
Invoice number.: PPE 12/14/08					
1303 CCC Office of Revenue Collect 15463 Animal Control Svc 1/09-3/09 Obligation.....: 15463	.00	.00	12,829.00	.00 Inv	01/02/2009
Invoice number.: ASD M4780					
1316 CalPERS Health 15464 Health Insurance 1/09 Obligation.....: 15464	.00	.00	20,942.28	.00 Inv	01/02/2009
Invoice number.: 1/09					
65 Municipal Pooling Authority 15465 LTD, Life & ADD 1/09 Obligation.....: 15465	.00	.00	1,612.45	.00 Inv	01/02/2009
Invoice number.: 1/09					

** Report total **

.00 121,808.12 911,695.46

TOTAL \$ 1,033,503.58



Agenda Date: 1/6/09
Agenda Item: 4c

Approved:

Gary A. Napper
City Manager/Executive Director

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: RICK ANGRISANI, CITY ENGINEER

DATE: JANUARY 6, 2009

SUBJECT: RESOLUTION ACCEPTING THE MARSH CREEK ROAD RETAINING WALL PROJECT AS COMPLETE AND ORDERING THE FILING OF A NOTICE OF COMPLETION

RECOMMENDATION

Adopt Resolution.

BACKGROUND

The contractor, Odyssey Landscaping Co., Inc., has completed construction of the Marsh Creek Road Retaining Wall Project and has requested acceptance of the work. The Engineering and Maintenance Departments have completed inspections of the site improvements and the project is now ready for acceptance.

FISCAL IMPACT

The final approved project budget amount was \$320,000 for the wall demolition and construction. Based upon the bids received, we were able to improve the project area by constructing a rock trail segment from the Oak Street trail to Marsh Creek Road near Greystone Lane and adding landscaping and trees along the trail.

CONCLUSION

The project is complete and the work has satisfied the project's specifications. Therefore, Staff recommends approval of this Resolution accepting the work as complete, ordering the filing of a Notice of Completion, and the payment of all retained funds 35 days after filing of the notice.

Attachments: Resolution
Notice of Completion
Final Project Report

RESOLUTION NO.

**A RESOLUTION ACCEPTING THE CONSTRUCTION OF THE MARSH CREEK ROAD
RETAINING WALL PROJECT AS COMPLETE AND ORDERING THE FILING OF A
NOTICE OF COMPLETION.
(CIP #10404)**

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

WHEREAS, on December 18, 2007 the City Council of Clayton did award a contract to Odyssey Landscaping Co., Inc. for the construction of its Marsh Creek Road Retaining Wall Project (CIP No. 10404); and

WHEREAS, Odyssey Landscaping Co., Inc. has stated their 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; and

WHEREAS, the City Engineer has inspected the work, declares the contract and related project specifications have been fulfilled and the City Engineer now requests the City Council to accept the 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 construction of the Marsh Creek Road Retaining Wall Project (CIP No. 10404), authorizes the City Engineer to file a Notice of Completion with the County Recorder and further authorizes the release of the contract retention after the required 35 day waiting period.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held on the 6th day of January 2009 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

JULIE K. PIERCE, Mayor

ATTEST:

Laci J. Jackson, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Clayton at a regular meeting held on January 6, 2009.

Laci J. Jackson, City Clerk

Recorded at the request of:

City of Clayton
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 July 1, 2008, contract with Odyssey Landscaping Co., Inc., 800 W. Eight Mile Road, Stockton, California, 95209, for the construction of the Marsh Creek Road Retaining Wall Project in accordance with the plans and specifications prepared by the City of Clayton and said contractor's surety was and is Great American Insurance Company, 580 Walnut Street, Cincinnati, Ohio, 45202.

NOTICE IS FURTHER GIVEN that the Clayton City Engineer has inspected said work of the Contractor and reported that the work complies with the approved plans and specifications and recommended its acceptance as complete; also that the City Council of the City of Clayton, California, by adopting Resolution No. XX-2009 on January 6, 2009, accepted said public work as complete.

I hereby certify that the foregoing is true and correct and that the aforesaid action of the City Council of the City of Clayton, in accepting said public work as completed, was duly entered on the minutes of said Council's meeting of January 6, 2009. I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 7, 2009, at Clayton, California.

Laci J. Jackson, City Clerk

CITY OF CLAYTON
ENGINEERING DEPARTMENT
925/363-7433
fax 925/825-5294

FINAL PROJECT REPORT

MARSH CREEK ROAD RETAINING WALL PROJECT
CIP 10404

Project Description

Demolition and removal of existing wooden retaining wall and the construction of a precast concrete retaining wall with rock fascia.

Scope Changes During Construction

During the initial investigation by the Contractor, it was found that the existing Pac Bell conduits were too close to the proposed pier locations and it was necessary to redesign the retaining wall. The redesign required moving the retaining wall away from the sidewalk and into the hillside creating the need to remove and dispose of a significant amount of materials. In addition, the scope of work was expanded to include the construction of a trail segment and related landscaping/irrigation from the Oak Street trail along Marsh Creek Road to the sidewalk near private driveway north of Greystone Lane.

CIP Budget and Funding Sources

Total Budget:	Original Amount (07-08)	\$320,000
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Sources:		
	Redevelopment Agency	\$320,000

Final Costs (w/o trail repaving)

Permco (design, admin & inspect. – est. to compl.)	\$40,359.50
Odyssey Landscaping (paid to date)	245,225.35
Odyssey Landscaping (retention)	27,247.26
Dynamic Precast	5,400.00
Hortscience	590.38
Legal Advertising	756.00
Maintenance	<u>401.68</u>
Total Project Costs	\$319,980.17

Budget Variance: over (under)	(\$19.83)
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Sources:		
	RDA	\$319,980.17

BARBARA HALPERIN
CIVIC RESPONSIBILITY AWARD
FOR
VOLUNTARY LITTER REMOVAL
AND COMMUNITY BEAUTIFICATION
IN DECEMBER 2008

Agenda Date: 1/6/09

Agenda Item: 5a

Gary Napper

From: Barbara Halperin [bventura@earthlink.net]
Sent: Sunday, December 28, 2008 7:40 AM
To: Gary Napper
Subject: Trash pickup accomplished

Well, since there was no response or movement on the part of the golf course manager, I dropped by the maintenance building where there was only one man working over the holidays. He very graciously agreed to meet me early the next morning, and together we cleaned up all the trash that was strewn in the bushes between the maintenance building and the Cardinet Trail. He has one of those long armed pincher type tools that pick things up so one doesn't have to reach far or bend down. I didn't ask his name because I don't want to get him in trouble with his boss. After we cleaned things up, he told me about the vandalism on the golf course, e.g., stolen items, late night party in a sand trap with evidence of hard liquor and marijuana. Our youth...our future! :)

Hope your Christmas was delightful and best wishes for a Happy New Year.

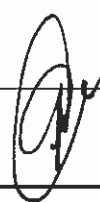
:>)

Barbara



Agenda Date: 1/6/09

Agenda Item: 8a

Approved: 

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR 

DATE: JANUARY 6, 2009

SUBJECT: ORDINANCE TO AMEND VARIOUS SECTIONS OF THE CLAYTON
MUNICIPAL CODE TO ALLOW PERSONAL PROPERTY OUTDOOR SALES
IN RESIDENTIAL DISTRICTS UP TO SIX (6) DAYS PER CALENDAR YEAR
PER RESIDENTIAL UNIT

RECOMMENDATION

It is recommended the City Council approve Introduction and First Reading of Ordinance No. 420 to amend various sections of the *Clayton Municipal Code* to allow personal property outdoor sales in residential districts up to six (6) days per calendar year per residential unit

BACKGROUND

The Planning Commission considered this matter of outdoor sales in residential districts at its meetings on August 26, November 12, and September 9, 2009. For the November 12th meeting, the Commission had requested that staff evaluate how other communities have addressed this issue. Staff surveyed other communities, primarily in Contra Costa County, and reported that most of these communities, like the City of Clayton, have provisions similar to those in Clayton's Municipal Code Chapter 17.71 (see **Attached**), that allow for limited commercial activities within the home, but do not allow external evidence of business activity. Staff's survey findings from other communities are summarized in the attached December 9, 2009 Planning Commission staff report. The Commission did note that certain communities specifically allowed for garage or yard sales for a limited number of days per year and that the City of Pleasant Hill allows for "personal property sales." The Commission acknowledged that the City of Clayton does not have specific regulations regarding garage and yard sales. The Planning Commission determined that balancing the desire to protect the residential character of residential districts while allowing for limited outside sales in residential districts would be desirable. The Commission also favored the term from Pleasant Hill that refers to personal property sales with the intent of including garage and yard sales and items grown or produced at the home. The Commission further desired to establish performance criteria for allowing personal property sales and, assuming compliance with those criteria, there would be no specific permitting requirements.

Ordinance No. 420 addresses these parameters supported by the Planning Commission, with the following key components:

- The term "personal property sales" is used and defined to describe the type of sales allowed;
- Personal property sales would be allowed up to six (6) days in a calendar year;
- These sales would be limited from 8:00 a.m. to 5:00 p.m.; and,
- These sales could not result in negative parking or traffic circulation impacts

Staff would recommend one modification to Ordinance No. 420 being recommended by the Planning Commission. In this Ordinance, staff inadvertently replaced "residential open house" along with "garage and yard sales" with "personal property sales" in the City's Sign Provisions. It was not the intent to eliminate the allowance for signage for residential open house; consequently, staff recommends retaining the separate term residential open house where previously stated in the City's Sign Provisions.

Attachments:

1. Ordinance No. 420
2. Planning Commission Minutes, dated December 9, 2008
3. Planning Commission Staff Report, dated December 9, 2008
4. Chapter 17.71, Home Occupation Permits, of the Clayton Municipal Code
5. Memorandum form City of Clayton City Attorney J. Daniel Adams, dated September 2, 2008

ORDINANCE NO. 420

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLAYTON
AMENDING THE FOLLOWING SECTIONS OF THE CLAYTON MUNICIPAL CODE
PERTAINING TO ALLOWING PERSONAL PROPERTY SALES:
SECTION 5.04.010.D (BUSINESS LICENSE & TAXES DEFINITIONS),
SECTION 15.08.020.O (SIGN PROVISION DEFINITIONS),
SECTION 15.08.040.Q (EXEMPT SIGNS),
SECTION 15.08.070.F (REGULATIONS FOR SPECIAL SIGNS),
CHAPTER 17.04 (DEFINITIONS),
SECTION 17.16.020 (SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED
USES), AND
SECTION 17.28.060 (PLANNED DEVELOPMENT PERMITTED USES) (ZOA 03-08)**

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

THE CITY COUNCIL OF THE CITY OF CLAYTON FINDS AS FOLLOWS:

WHEREAS, the term “personal property sale” would more appropriately define the sale of personal property from a residence rather than the term “garage sale” as defined in Section 5.04.010.D of the Municipal Code; and

WHEREAS, the term “personal property sale sign” would more appropriately describe a sign for the sale of personal property rather than the term “garage or yard sale sign” as defined in Section 15.08.020 O. of the Municipal Code; and

WHEREAS, the term “personal property sale sign” would more accurately identify a personal property sale sign than the term “garage or yard sales signs” as found in Section 15.08.040.Q of the Municipal Code; and

WHEREAS, the Zoning Ordinance Definitions in Chapter 17.04 of the Municipal Code do not currently provide a definition for a “personal property sale”; and

WHEREAS, the Permitted Uses for Single Family Residential Districts in Section 17.16.020 of the Municipal Code do not currently allow for “personal property sales”; and

WHEREAS, the Permitted Uses for Planned Development Districts in Section 17.28.060 of the Municipal Code do not currently allow for a “personal property sale”; and

WHEREAS, Chapter 17.56 of the Municipal Code authorizes the City Council to amend Title 17 (Zoning) of the Municipal Code; and

WHEREAS, the Clayton Planning Commission held duly-noticed public meetings on August 26, and November 12, 2008 to consider and receive testimony regarding the broad subject of outside sales, which includes personal property sales, in residential areas; and

WHEREAS, at its November 12, 2008 public meeting, the Planning Commission indicated a desire to only consider allowing personal property sales outside in residential neighborhoods subject to conformance with prescribed parameters that limit frequency and duration of these sales, while avoiding adverse impacts to preserving the residential character of the neighborhoods involved; and

WHEREAS, the Clayton Planning Commission held a duly-noticed public hearing on December 9, 2008 on amending the Municipal Code to allow for personal property sales; determined that the amendment would be in conformance with the General Plan; determined that the public necessity, convenience, and general welfare would support adoption of the amendment; and recommended City Council approval of the amendment; and

WHEREAS, on _____ and _____, the City Council held duly-noticed public hearings and gave due consideration to all testimony, comments, and documents received regarding this matter; and

WHEREAS, the public necessity, conveniences, and general welfare require the adoption of the following amendment; and

WHEREAS, the following amendments are in general conformance with the General Plan; and

WHEREAS, the following amendment of the Municipal Code are minor alterations of land use limitations which will not result in any changes in land use or density and, therefore, qualify for categorical exemptions from the California Environmental Quality Act in accordance with Section 15305 of the State CEQA Guidelines; and

WHEREAS, there is no evidence that the amendments will have the potential for any individual or cumulative adverse effects on fish and wildlife resources or their habitat, as defined in Section 711.2 of the Fish and Game Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 5.04.010.D of the Municipal Code is amended to read as follows:

- “D. “Personal property sale” includes garage and yard sales and shall mean a sale conducted at the residence of the owners of used goods, wares, merchandise, or products produced or made on the premises being offered for sale. Any such sale shall comply with the provisions of Sections 17.16.020 E or 17.28.060 as applicable.”

SECTION 2. Section 15.08.020.O of the Municipal Code is amended to read as follows:

- “O. Personal Property Sale Sign: A temporary sign advertising a personal property sale.”

SECTION 3. Section 15.08.050.Q of the Municipal Code is amended to read as follows:

“Q. Personal property sale signs, in accordance with the standards of Section 15.08.070 of this Chapter.”

SECTION 4. Section 15.08.070.F of the Municipal Code is amended to read as follows:

“F. Personal Property Sale Signs. Personal property sale signs are allowed for residential uses subject to the following standards:

1. A total of one (1) on-site sign and up to six (6) off-site signs.
2. Only one (1) off-site sign may be displayed at any one intersection for each personal property sale.
3. The signs shall not exceed three (3) feet in height nor two (2) feet in width.
4. The signs shall only be displayed up to one (1) hour before, during, and up to one (1) hour following the personal property sale.
5. The signs shall not be displayed in a public right-of-way nor shall they obstruct a pedestrian walkway, except signs shall be allowed behind the sidewalk or behind the curb if there is no sidewalk.
6. No signs shall be displayed on private property without the consent of the property owner.
7. Balloons, flags, pennants, animated devices, and similar objects are prohibited.”

SECTION 5. A new Section 17.04.165 of the Municipal Code is added to read as follows:

“17.04.165 “Personal property sale” includes garage and yard sales and shall mean a sale conducted at the residence of the owners of used goods, wares, merchandise, or products produced or made on the premises being offered for sale. Any such sale shall comply with the provisions of Sections 17.16.020 E or 17.28.060 as applicable.”

SECTION 6. A new Section 17.16.020.E of the Municipal Code is added to read as follows:

“E. Personal property sales in accordance with the following regulations:

- a. Personal property sales shall be allowed up to a maximum of six (6) days per calendar year;
- b. Personal property sales shall be limited to the hours between 8:00 a.m. and 5:00 p.m.; and
- c. Personal property sales shall not result in adverse impacts related to noise, traffic, safety, congestion, and parking.”

SECTION 7. Section 17.28.060 of the Municipal Code is amended to read as follows:

“17.27.060 Permitted Uses. The Planned Development District is designed to effectively control the development of a single use or mixture of uses as defined in the overlying category (or categories) designated in the General Plan. Personal property sales are allowed in residential neighborhoods within Planned Development Districts subject to the following standards:

- A. Personal property sales shall be allowed up to a maximum of six (6) days per calendar year;

- B. Personal property sales shall be limited to the hours between 8:00 a.m. and 5:00 p.m.;
- C. Personal property sales shall not result in adverse impacts related to noise, traffic, safety, congestion, and parking; and
- D. Personal property sales are only allowed in higher-density residential developments if the sales area does not adversely impact common areas or public areas."

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

SECTION 9. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

SECTION 10. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution by the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause Section 1 of this Ordinance to be entered into the City of Clayton Municipal Code.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Clayton held on _____.

Passed, adopted, _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON

Julie K. Pierce, Mayor

ATTEST

Laci J. Jackson, City Clerk

APPROVED AS TO FORM

APPROVED BY ADMINISTRATION

Dan Adams, City Attorney

Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Clayton held on ____, and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on ____.

Laci J. Jackson, City Clerk

ZOA\2008\03-08.ord2

**Minutes
City of Clayton Planning Commission Meeting
Tuesday, December 9, 2008**

Call to Order

Chair Catalano called the meeting to order at 7:00 p.m. at the Library Meeting Room, Clayton Community Library, 6125 Clayton Road, Clayton.

Present: Chair Tuija Catalano, Vice Chair Ed Hartley, Commissioner Bob Armstrong, Commissioner Keith Haydon, Commissioner Sandra Johnson

Absent: None

Staff: Community Development Director David Woltering
Assistant Planner Milan Sikela, Jr.

Administrative

1A. Review of agenda items.

1B. Commissioner Armstrong to report at the December 16, 2008 City Council meeting.

Approval of Minutes

2. Approval of minutes from the meeting of November 25, 2008.

Commissioner Haydon moved and Commissioner Armstrong seconded a motion to approve the minutes from the meeting of November 25, 2008, as amended. The motion passed 5-0.

Public Hearings

3. **ZOA 03-08, Municipal Code Amendment, City of Clayton.** Consideration of an amendment to the Clayton Municipal Code to allow personal property sales in specified residential districts.

The public hearing was opened. Director Woltering presented the staff report.

Commission questions and comments included:

- Did the Pleasant Hill Municipal Code provide a definition for "personal property sales"? *Assistant Planner Sikela indicated that the Pleasant Hill Municipal Code did not provide a specific definition but rather integrated an example, like garage sales, to describe personal property sales with the actual regulation for the number of times per year that personal property sales could occur.*
- What about amendments to the sign regulations to allow for personal property sales? *Director Woltering indicated that the sign regulations had not been amended other than to reference the term "personal property sales" rather than just garage or yard sales. The number of signs allowed (one on-site and six off-site) had not been modified.*
- The definition should be amended (Vice Chair Hartley provided amended wording to include products produced or made on the premises).
- The number of times personal property sales are allowed per year should be increased to six.

- The Resolution should be amended to reflect that public testimony and staff reports were received and considered during the study sessions at the August 26, 2008 and November 12, 2008 Planning Commission meetings.
- The term “duly-noticed” should be added before all references to the August 26, 2008 and November 12, 2008 study sessions in the Resolution.
- The Ordinance should be amended to reflect the duly-noticed Planning Commission study sessions on August 26, 2008 and November 12, 2008 and the fact that staff reports and testimony were received and considered at those meetings.

Commissioner Armstrong moved and Vice Chair Hartley seconded a motion to adopt Resolution No. 05-08, recommending City Council approval of the proposed ordinance to allow “personal property sales” within Clayton’s residential districts, subject to conformance with the specified parameters. The motion passed 5-0.

Old Business

4. None.

New Business

5. None.

Communications

6A. Staff.

Director Woltering described the projects planned for the December 18, 2008 special meeting of the Planning Commission.

6B. Commission.

Commissioner Armstrong indicated he would not be able to attend the next TRANSPAC meeting.

Adjournment

7. The meeting was adjourned at 7:33 p.m.



Submitted by
David Woltering, AICP
Community Development Director



Approved by
Tuija Catalano
Chair

Plng Comm\2008\Minutes\1209

PLANNING COMMISSION STAFF REPORT

Meeting Date: December 9, 2008

From: David Woltering, Community Development Director
Milan Sikela, Assistant Planner

Subject: Municipal Code Amendments to Allow Personal Property Sales
in Residential Neighborhoods (ZOA 03-08)

BACKGROUND

On August 26, and again on November 12, 2008, the Clayton Planning Commission held study sessions to review the matter of whether the City should consider amending the Clayton Municipal Code to allow outside sales in residential neighborhoods (Zoning Districts) (see **Exhibits E and C** for the August 26, and November 12, 2008 Planning Commission minute excerpts, respectively). Staff had previously determined that outside sales in the City's residential districts would be precluded by the Home Occupation Permit provisions, Chapter 17.71, of the Clayton Municipal Code (see **Exhibit B** for a copy of Chapter 17.71). It is stated in this Chapter that limited commercial activities are allowed within a home within a home in a residential district and that there is to be no external display of business activity. At the August 26th Planning Commission meeting, the Commission requested that staff research and report back on how other communities are addressing the matter of outside sales in residential districts.

At the November 12th meeting, staff presented its research findings from other communities regarding the matter of outside sales, focusing primarily in Contra Costa County. Staff has contacted the cities of Concord, Lafayette, Martinez, Moraga, Orinda, Palo Alto, and Pleasant Hill. Staff had asked representatives of these communities whether and under what circumstances might their communities allow outside sales in residential districts. In general, like Clayton, staff learned that these communities have home occupation regulations that allow only limited commercial activities within a home and, generally, no external evidence of business activity (e.g., signage, exterior storage of goods and materials, etc.). However, as with Clayton, the home occupation regulations in certain cases allow client visits to occur within the residence, thereby, not impacting the residential character of the neighborhood. The City of Pleasant Hill does allow outside sales in association with a home occupation in residential districts, subject to the Zoning Administrator making a written finding that the activity will not have an adverse effect on the neighborhood; and, the Zoning administrator may attach conditions to his/her finding(s) and action. Additionally, two of the communities surveyed, Concord and Orinda, specifically allow garage sales, three times in a six month period and twice per calendar year, respectively. The City of Pleasant Hill allows two "sales of personal property" per year. The following table summarizes staff's findings.

CITY	REGULATIONS
Concord	<u>Home Occupations (CMC § 122-304)</u> Prohibits exterior indications of home based businesses, including advertising signs or window displays.
	<u>Garage Sales (CMC § 90-104)</u> Allowed in all residential districts three times per any six-month period.
	<u>Holiday Boutiques, Lemonade/Produce Stands</u> The CMC stays silent on these activities.
Lafayette	<u>Home Occupations (LMC § 6-327)</u> Requires that the home occupation “involves no evidence outside the structure or visible from outside the structure that the activity is being conducted on the premises.”
	<u>Residential Business (LMC § 6-347)</u> Indicates that the residential business shall not involve an activity that is incompatible with the surrounding land uses because of “noise, vibration, glare, odor, or appearance...”
	<u>Garage Sales, Holiday Boutiques, Lemonade/Produce Stands</u> The LMC stays silent on these activities.
Martinez	<u>Home Occupations (MMC § 22.040.020)</u> Stipulates that the home occupation shall be conducted “within a dwelling” and that there shall be “no external alteration of the dwelling” as a result of the home occupation.
	<u>Garage Sales, Holiday Boutiques, Lemonade/Produce Stands</u> The MMC stays silent on these activities.
Moraga	<u>Home Occupations (CMC § 122-304)</u> Prohibits the home occupation being visible from off-site and prohibits any exterior evidence of the home occupation.
	<u>Garage Sales, Holiday Boutiques, Lemonade/Produce Stands</u> The MMC stays silent on these activities.
Orinda	<u>Home Occupation (OMC § 17.3.7)</u> Requires that there shall be “no outside display, advertising sign, window display, or storage of goods or materials that could be used to identify the business.”
	<u>Garage Sales (OMC § 17.3.3)</u> Allowed in all residential districts twice per calendar year.

CITY	REGULATIONS
	<u>Holiday Boutiques, Lemonade/Produce Stands</u> The OMC stays silent on these activities.
Palo Alto	<u>Home Occupation (PAMC § 18.42.060)</u> Outdoor storage of any material, equipment, or goods is prohibited “in connected with the home occupation.”
	<u>Garage Sales, Holiday Boutiques, Lemonade/Produce Stands</u> The PAMC stays silent on these activities.
Pleasant Hill	<u>Home Occupations (PHMC § 18.20.070)</u> Allows outside sales if “the zoning administrator makes a written finding that the home occupation will not have an adverse affect on the neighborhood. In doing so the zoning administrator may impose reasonable conditions necessary to ensure that the home occupation will comply with the provisions of this section.”
	<u>Garage Sales (OMC § 17.3.3)</u> Classified as “Personal Property Sales” in the PHMC. Two “sales of personal property” are allowed per year.
	<u>Holiday Boutiques, Lemonade/Produce Stands</u> The PHMC stays silent on these activities.

Based on the research conducted by staff, Clayton’s Home Occupation Permit regulations in Municipal Code Chapter 17.71 appear very consistent with how other communities are addressing commercial activities in residential districts. Generally, the objective is to assure that the limited commercial activities allowed to occur within the home in residential districts are consistent with the expectations of the community members living in those districts as to the specific types activities and potential impacts caused by those activities (e.g., noise, traffic, odors, aesthetics, etc.).

DISCUSSION

As acknowledged by the Planning Commission at the November 12, 2008 Planning Commission meeting, other communities, like Clayton, attempt to balance allowing some commercial activity in residential neighborhoods by, typically, not allowing for external evidence (e.g., signs, displays, etc.) of commercial activity. Based on this information and further consideration of this matter, the Commission indicated a preference essentially to “stay the course” and not amend the previously cited Chapter 17.71, the Home Occupation Permit provisions of the City’s code. Amending this portion of the code to allow outside sales in residential districts could result in an undesirable change in character (i.e., commercial influence) in these districts which the Commission wanted to avoid. However, the Commission did want to allow for “personal property sales” within specified

parameters. The sales would include garage and yard sales, with the understanding that what is being sold are items owned by the residents of the home(s) involved in the sale. The Commission also wanted to establish parameters for these sales to protect the residential character of the residential districts involved. The parameters that the Commission suggested specified the following:

- Personal property sales to be allowed up to a maximum of four (4) days per calendar year;
- Personal property sales to be limited to the hours between 8:00 a.m. and 5:00 p.m.; and
- Personal property sales should not result in adverse impacts related to noise, traffic, safety, congestion, and parking.

Staff prepared the attached draft ordinance (see **Exhibit A**) based on the input received from the Planning Commission. This draft ordinance defines personal property sales and provides limitations for these sales, including that these sales would be limited to four days in a calendar year and be held between 8:00 a.m. and 5:00 p.m., as specified by the Planning Commission. This draft ordinance has been reviewed and edited by City Attorney Dan Adams. Staff suggests that this ordinance clarifies under what circumstances the City of Clayton would allow for sales within residential neighborhoods and, in conjunction with the existing Chapter 17.71 of the Clayton Municipal Code, attempts to balance commercial interests in the City's residential districts, while maintaining the overall residential character of these areas.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 05-08, thereby recommending City Council approval of the proposed ordinance to allow "personal property sales" within Clayton's residential districts, subject to conformance with the specified parameters.

EXHIBITS

- A Planning Commission Resolution No. 05-08 and related Draft Ordinance
- B Chapter 17.71 Home Occupation Permit of the Clayton Municipal Code
- C November 12, 2008 Planning commission Minutes
- D Attorney Dan Adams' September 2, 2008 Memorandum to the City Council
- E August 26, 2008 Planning Commission Minutes

ZOA\2008\03-08.sr2

Chapter 17.71HOME OCCUPATION PERMITSSections

17.71.010	Purpose
17.71.020	Administrative Review
17.71.030	Planning Commission Review

17.71.010 Purpose. The purpose of the home occupation permit is to allow residents in residential districts to conduct limited commercial activities within the dwelling unit. The limited commercial activities must be subordinate and incidental to the residential use of the property.

17.71.020 Administrative Review.

A. Review Procedure. The Community Development Director may approve, approve with conditions, or deny a home occupation permit upon receipt of a completed application form and payment of a fee established by resolution of the City Council, provided that any approval of a proposed home occupation shall meet the standards set forth in subsection B. Decisions of the Community Development Director shall be documented in a notice of decision. The notice of decision shall be mailed on the day of the decision to the applicant and all owners of real property, as shown on the latest equalized assessment roll, within 300 feet of the subject site.

The Community Development Director shall refer any application to the Planning Commission for a decision if, in the judgment of the Community Development Director, the application may potentially have an adverse effect on the neighborhood residents.

B. Standards of Approval. Home occupation permits approved by the Community Development Director shall meet the following standards at all times.

1. The home occupation shall be subordinate and incidental to the primary use of the dwelling unit for residential-purposes.
2. The home occupation shall be compatible with and not change the character of adjacent residential areas.
3. The dwelling unit shall be located in an Agricultural, Residential, or Planned Development (Residential) District.
4. The home occupation shall not use more than one (1) room, or twenty-five percent (25%) of the habitable floor area of the principle structure, whichever is greater. Garage areas and living areas within accessory structures and secondary dwelling units shall not be considered as part of the habitable floor area of the principal structure.
5. No persons shall be employed, except the applicant and members of the resident family, in the conduct of the home occupation.
6. There shall be no merchandise or services for sale, except that produced or made on the premises, and which can be shipped directly, electronically, or sold at another location.
7. There shall be no signage or exterior indication of the home occupation.
8. There shall be no outside display or storage of goods or materials.

9. The home occupation shall not create any noise, odor, dust, fumes, vibrations, electrical interference, or other interference with the residential use of adjacent areas.

10. There shall be no use of utilities or community facilities beyond that normal to the residential use of the property.

11. The home occupation shall not decrease the number or size of parking spaces below that needed to meet the minimum off-street parking requirements for the residence.

12. Delivery vehicles shall be limited to those types of vehicles, which typically make deliveries to residential neighborhoods, such as postal service, parcel deliveries, pickup trucks, and light vans. A maximum of four deliveries per day is allowed.

13. The home occupation shall not generate client/student traffic to the residence.

14. Any chemicals or hazardous materials used or stored on the property shall not exceed that associated with normal household activities or hobby uses.

15. Any use of materials or mechanical equipment shall not exceed that associated with normal household activities or hobby uses.

C. Appeal Procedure. Any decision of the Community Development Director regarding a home occupation permit may be appealed to the Planning Commission within ten days of the notice of decision.

17.71.030 Planning Commission Review

A. Review Procedure. In accordance with the provisions of section 17.64.110, the Planning Commission may approve, approve with conditions, or deny a home occupation permit upon receipt of a completed application form and payment of a fee established by resolution of the City Council, provided that any approval of a proposed home occupation shall meet the standards set forth in subsection B. Decisions of the Planning Commission shall be filed in accordance with the provisions of section 17.68.010.

B. Standards of Approval. Home occupation permits approved by the Planning Commission shall meet the following standards at all times.

1. Standards listed in subsection 17.71.020.B.1 through 17.71.020.B.12.

2. The home occupation shall not generate client/student traffic to the residence in excess of six (6) clients/students per day, unless the number is reduced by the Planning Commission. On Saturdays, client/student traffic may only occur between 9:00 a.m. and 5:00 p.m.) Client/student traffic is prohibited on Sundays.

3. Any chemicals or hazardous materials used or stored on the property, beyond that associated with normal household activities or hobby uses, shall not create a hazard for the applicant or neighborhood residents.

4. Any use of materials or mechanical equipment beyond that associated with normal household activities or hobby uses, shall not create a nuisance for neighborhood residents.

C. Appeal Procedure. Any decision of the Planning Commission regarding a home occupation permit may be appealed to the City Council in accordance with the provisions of section 17.68.020. (Ordinance 357, 2001)

MEMORANDUM

Received

SEP 02 2008

City of Clayton

To: Clayton City Council

From: J. Daniel Adams, City Attorney

Date: September 2, 2008

Subject: Possible Amendment of the Clayton Municipal Code
To Allow Outside Sales in Residential Areas

The above referenced matter was the subject matter of a Study Session of the City of Clayton Planning Commission on Tuesday, August 26, 2008. Because of misunderstandings arising from the Study Session and statements made by or attributed to the Commission, I have been asked to address this subject.

After Community Development Director, David Woltering, presented his Staff Report, the Commission discussed the matter and received public testimony. Following public testimony, it provided guidance to staff. Although there was understandable confusion as to the Commission's guidance to staff, neither the scope of the Agenda Item, nor the authority of the Planning Commission support any action other than guidance or general direction and a careful review of the proceedings reveals that the Commission's ultimate guidance was in accordance with these established parameters. The Commission's guidance was three-fold. First it requested staff to prepare a draft Ordinance for future consideration which would consider allowing occasional outside sales in residential neighborhoods; second it requested staff to explore whether there was a process to allow such sales on an interim basis pending any amendment of the Ordinance; and third, it suggested that staff explore the withdrawal of the Notice of Violation.

Pursuant to the Commission's guidance, staff is undertaking the process of preparing possible Amendments to the Municipal Code which we anticipate will be presented at the Commission within the next 30 to 60 days. With regard to the Commission's concern as to the intervening period before any action is taken on possible Amendments, following careful review, staff does not find legal means upon which to allow occasional uses such as the vegetable stand, under the current provisions of the Clayton Municipal Code. Clayton follows the well established legal principal in zoning law that any non-enumerated use is presumptively prohibited. Accordingly, unless a use is expressly permitted within a particular zone, it is prohibited. The recent case of *City of Corona v. Naulls* (2008) 08 Cal. Daily Op. Serv. 11,542 confirms this principle. In *Naulls*, the City of Corona's Municipal Code was examined and found to be drafted in a permissive fashion, i.e., any use not enumerated in the code is presumptively prohibited.

The City of Corona Code provisions are similar to the City of Clayton's. Specifically our Code provides in Chapter 17.16 entitled Single Family Residential that "all land within any of the single family residential districts . . . *may* be used for any of the uses described in, and under the regulations of, this Chapter". Thus, by its express language and subject to the more specific home occupation permit provisions (Chapter 17.71), only uses described in Chapter 17.16 are permitted.

Although the Planning Commission Meeting Agenda addressed the more general topic of possible amendment of the Municipal Code to allow outside sales in residential areas, much of the public's testimony was focused on one particular residential location and the activity of sales by minors at a vegetable stand for which the City had received a complaint. As discussed above, the direction/guidance of the Commission to staff was limited to working on a proposed Amendment(s) of the Code and exploring whether some form of interim relief could be available to allow uses such as those occurring at 1098 Mitchell Canyon Road. Because our Code is drafted in permissive fashion, this activity is prohibited unless expressly allowed under the City's provisions for the residential district. A careful reading of our Code reveals there is an absence of legal authority for the City allowing such a use absent its amendment.

Staff has now conducted a review of the Code and does not find any legitimate basis for allowing interim activities. As the City's legislative body, the City Council is empowered to enact and implement various Codes including the Zoning Code. While it may delegate certain powers to staff or other bodies, it has not chosen to do so in the instant matter. Accordingly, there is no legitimate basis for the Community Development Director or the Planning Commission to withdraw the Notice of Violation or otherwise waive the enforcement of Code provisions.

In summary, there is not a basis in the current City of Clayton Code to allow outside sales activities in the City's residential areas. The City may, through its Code amendment process, consider and perhaps adopt an amendment(s) to allow such activities in the future. In the meantime, as mentioned in the staff report and by comments of staff presented at the August 26, 2008 Planning Commission meeting, in the circumstance of the property owner at 1098 Mitchell Canyon Road, other means to sell and distribute excess produce grown at that property could be pursued that could comply with the current Code. These options include the following: sale of produce at the local Farmer's Market; Subscription Framing; and/or requesting Planning Commission approval through Chapter 17.71 of the City of Clayton Code to be allowed up to six customers to come to the residence per day to pick up excess process, while not having external evidence of business activity such as exterior signage or display.

JDA:lac

Clayton Muni Code: Possible Amendment
Sale in Residential 080828



Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARDMEMBERS

FROM: Laci Jackson, City Clerk
Laura Hoffmeister, Assistant to the City Manager

DATE: January 6, 2009

SUBJECT: Review of 2008 "Concerts in the Grove" Series, and authorization and funding for a 2009 "Concerts in the Grove" Series Joint Downtown Promotional Project with Clayton Business and Community Association (CBCA).

RECOMMENDATION

It is recommended that after reviewing the following information the Board of Directors allocate up to \$10,600 in matching Redevelopment Agency monies for a joint 2009 "Concerts in the Grove" Series with the Clayton Business and Community Association (CBCA).

BACKGROUND

The first ever concert series was held most Saturday evenings 6:00 pm to 8:30 pm, from May 31- Sept 20, 2008. There were 14 concerts in total and each of the concerts featured a different band and genre of music. Each concert had approximately two 45-minute sets with a 30-minute intermission.

Following the conclusion of the concert series, the City conducted an on-line survey for residents and direct mailed to all 39 downtown businesses. The survey was conducted for a 60 day period. After which time the Concert Committee members met to review the survey results in detail and debrief from the inaugural concert series. As a first time event it was anticipated that if the series was successful, there may need to be some adjustments or refinements based upon initial experiences, should a 2009 concert be undertaken.

DISCUSSION

On the positive side, the overall initial concert was deemed to be very successful. The event was able to be put on within the budget. The attendance to the downtown concerts was great. This provided direct exposure of the downtown and businesses to a large potential audience or future customer base. The public feedback from those attending was extremely positive. There were not any police issues, or crowd control issues. There were not any

complaints that the city received from nearby neighborhoods regarding parking. Overall it was a positive family oriented event.

On the concerns side, the restaurants did not see any large increase in sales, some indicated that it was no impact to a negative impact, or customer loss (some of their regular customers attended and picnicked at the concerts and did not come in during the concert series). Some concerns were from concert attendees complaining about the lack of parking downtown and having to walk to the event, especially for more mature adults. There was one complaint from an Easley Drive resident regarding the music from the concert being audible at their residence/backyard. The other concerns were from the volunteer crew noting that other volunteers were needed to help with set up, take down and clean up; the limited number of volunteers had to cover almost every concert. The additional unanticipated logistics such as special event refuse and recycling service, keeping the restrooms stocked and general pick up (especially during concert breaks), and running and coordinating the park sound system with the concert equipment for pre-concert background music, and overriding the automatic lighting timers. Near the end of the concert season, post concert music and lighting in the park kept the people in the park longer, discouraging departure and possible attendance to nearby restaurants, and hindering take-down/clean-up. This was adjusted by staff temporarily manually overriding the lighting system.

FISCAL IMPACT

The Clayton Redevelopment Agency paid \$10,000 for the series out of Economic Development and the Clayton Business and Community Association donated \$10,000 toward the event. The total cost of the event was \$20,000. The final expense report is attached. In addition the CBCA directly funded about \$1000 for their purchase of colored portable stage lighting which were used for the concert dates near the end of season when it was dusk/early darkness.

In order to fund the event next year the Board must consider that each of bands provided a considerable discount for the first concert series because they understood the series had a limited amount of resources available. However, it is recommended that the proposed budget increased slightly to \$21,600 as a matching partnership with CBCA. The Redevelopment Agency would provide equal matching funds of up to \$10,800 and it is anticipated that the CBCA would again provide a \$10,800 donation.

There are some proposed adjustments for next year to address feedback from the community, anticipated increased costs for bands and sound tech, police, and volunteer availability. These refinements would include having 10 concert dates, (four fewer than last year) generally on alternate Saturday evenings; concerts ending at 8pm rather than 8:30pm (additional rational for these recommendations are provided in the survey result sections).

As noted above, sound tech costs will be more (about \$280 increase per concert) in 2009. This results from the sound technician underestimating the amount of his time (labor) that would be needed for the concerts during 2008. Generally he had anticipated there would be

4-5 hours of time per concert. In reality there was 8-10 plus hours of time per concert and at least one or two additional equipment technicians to assist him. The hours involved included pre-event date contacts with the band to identify and coordinate sound needs; on each event date obtaining and loading equipment from off-site storage; transporting and offloading at park; equipment set-up; sound check; equipment take-down, loading and transport to off-site storage; off-loading and placing into off-site storage. Next years proposed budget estimates includes slight total increase of \$709 in the sound tech cost to account for the now more fully understood time. *(The overall cost increase is minimized as the number of concerts is proposed to be reduced by 4 from last year to ten concert dates).*

Additionally the CBCA does not have enough of its own sound equipment for the many community events that it supports or puts on. The sound tech (Don Stone) has been able to "temporarily" borrow equipment needed, including some of that needed for the concert series. However this arrangement is a temporary situation and long term options are in the beginning evaluation stages with CBCA board members.

To help reduce city staff-volunteer labor for set-up, take-down and clean up, Diablo Valley Ranch has agreed to provide volunteers. This would then reduce the need of volunteers to at least one on-site supervisor from the committee. The proposed 2009 budget includes funds for providing sodas/water and shirts for the crew and volunteers.

The budget also includes funds for providing replacement items such as canopies, and safety chains/stakes/tape, etc. Although there may be some remaining life in the canopies, two have broken and need replacing. Funds are enough that should all canopies need replacing they can be. It appears that most of these costs are and will be annual operation/equipment costs.

The budget last year did not include funds for police staffing. After this first years experience and knowing the size of the crowd, the Police Chief has noted that a dedicated officer should be present for the event. The use of a Police Aide, or reserve officer or Police Chief, last year was a temporary measure due to officer staffing shortages, and in many cases were not available on the schedule concert dates/times. An officer when possible had to be pulled in from regular patrol and between calls to make short visual appearances at the concert. Doing so reduced available street and traffic patrol. In addition the city has only one police aide as the other person has left to college. The remaining police aide, Police Chief, and the Reserve officer, as with last year's concerts, may not be available for many of the concert dates. The Police Chief is therefore recommending that funds be added to cover one dedicated officer for each of the concerts (about 3 hours max. per concert). This would require an additional \$1,600 in costs to the budget over last years \$20,000. This cost splitting equally with CBCA would be an additional \$800 for the City. *[Note: This information was not available at the time the Concert Committee had its debriefing meeting].*

CITIZEN SURVEY RESULTS

A citizen survey was posted on the City's website and citizens were encouraged to take the survey by advertisements in the *Clayton Pioneer* and reminders during City Council meetings. The survey asked questions regarding to concert attendance, time preferences,

musical selection, concert frequency, downtown restaurant patronage, music volume, and final thoughts. The survey was posted on the website for more than a month and 110 citizens responded to the survey. Note: not every respondent answered all questions.

Time Preferences

- 90% liked the day of the week the concerts were held (Saturdays)
10% favored holding the concerts on Fridays or Sundays
- 84% of the respondents liked the time of the concerts (6:00-8:30 p.m.).
16% did not have any consensus on alternate times

Musical Selection

- 96% were overwhelmingly pleased with the variety of music at the concerts.

Concert Frequency

- 60% favored every weekend
31% favored every other weekend
- 38% favored starting to concerts in late May
18% favored starting the concerts in early May
- 39% wanted the concerts to end in late September
27% wanted the concerts to end early September
23% wanted the concerts to end in mid September

Restaurant Patronage

- 53% of the respondents stated they purchased food or beverages from downtown restaurants
Skipolini's Pizza and Ed's Mudville Grill were the most frequent restaurants identified

Reasons given by those who stated did not frequent the restaurants:

- 49% enjoyed/planned bringing a picnic to the park or did not know about restaurant specials
- 29% time constraints
25% monetary costs

Music Volume

- 90% of the believed the music volume was "just about right".

Additional comments

- 65% of the respondents would be willing to voluntarily donate cash at each of the concerts.
- 33% stated they would be willing to volunteer set up or clean up
However, the City Clerk did not receive a single email on the contact line from a survey respondent to substantiate one's interest in actually volunteering. Therefore

although some in the community express not willingness to volunteer to help with the manual labor at the event, there is no way for the City to follow-up on that indication.

BUSINESS OWNER SURVEY RESULTS

The Business Owner Survey was mailed to all 39 of the downtown business owners. The survey asked questions regarding to the concert night preferences, concert time preference, business impact, concert frequency, promotions, and final thoughts. There were 17 respondents to the survey and a variety of businesses were represented.

Concert Day and Time Preferences

- 88% of the business respondents liked the night of the concerts
81% did not want the concerts held on another day
- 81% liked the timed of the concerts
- 82% of the respondents want to see the concerts held every weekend
11% were interested in every other weekend
- 50% wanted the concerts to start in early May; 50% selected late May.
- 58% of the respondents wanted the concert season to end in late September.

Business Sales During the Concert Season

- 66% of respondents stated their sales were "the same as usual" during the concerts
25% stated their sales were better than usual

RECOMMENDATIONS from the Concert Committee members for 2009

1. That the concert budget for 2009 be set at \$21,600 with equal partnership funding by the City (RDA) and the CBCA.
2. Have 10 Concerts starting on May 16th and ending on September 12th on alternating Saturdays, generally targeting the dates 5/16, 5/30, 6/13, 6/27, 7/11, 7/25, 8/8, 8/22, 8/29, 9/12 (note these dates may need to adjust depending on band availability)
(This was decided to allow the restaurants to have almost every other Saturday to do business as usual to see if the Concerts hurt their Business)
3. Sound technician costs to be \$500.00 per concert.
4. At each concert provide three (3) collection jars– one at each end of the stage and one at the sound booth for voluntary monetary donations from the public.
5. The Mayor along with the local paper Editor will do personal meet and greet outreach to each restaurant operator to discuss the 2009 Concert plan and strongly encourage ways that they could "market themselves" with "early Bird Specials" before the concerts and with "Happy Hours" after the concerts.
6. The City would provide free ad space on the back of the concert schedule flyer for restaurants to promote their menus and specials.
7. The Concerts would start at 6:00 P.M. and end at 8:00 P.M (Ending time is 30 minutes earlier than 2008 to allow opportunity for concert attendees to have more time to patronize local restaurants prior to their closing time and babysitter schedules).

-
8. Continue with pre-concert background music.
 9. Do not provide post concert music in the park, and manually override the automatic light system to reduce the level of lighting after the attendees have begun departing to the security lights after the park is cleared return light levels up as needed to finish take-down and clean up; thereafter return to automatic setting – security level.
 10. Bands the committee will attempt to have return based upon high feedback marks from the survey are : East Bay Mudd, Sun King, Diamond Dave, Mamaluke, Mixed Nutts, In Disguise.
 11. A better caliber or higher quality county western group would be sought as one of the potential bands.

Attachments: 1. 2008 Expense Report
 2. 2009 Estimate budget proposal
 3. Letter from downtown restaurant employee.

ATTACHMENT 1

City of Clayton						
Concerts in the Grove						
As of 9-30-08						
				Expense Type		
Description	City	CBCA	Total	Other	Sound	Bands
REVENUES						
Contributions - check# 2445		10,000	10,000			
Transfer from CIP to RDA	10,000		10,000			
Sub Total Revenue	10,000	10,000	20,000			
EXPENDITURES						
ASCAP - annual license agreement			(294.00)	294.00		
Ace Canopy (performance canopy)			(610.70)	610.70		
Sportmart (2canopy-sound equip)			(604.72)	604.72		
Sign A Rama banners			(622.44)	622.44		
Jim Diaz (sodas for volunteers/band)			(29.35)	29.35		
Dan De Sousa (canopy ties/tape)			(30.84)	30.84		
Lowes (stakes)			(224.50)	224.50		
Orchard Supply (mat)			(633.25)	633.25		
Orchard Supply (chain)			(319.27)	319.27		
Yardbirds (tape/zipties)			(245.63)	245.63		
Home Depot(electical supplies)			(54.12)	54.12		
3 Diminsions (Walter Hill) 5/31			(750)			750
Mamaluke (Chris Rossi) 6/7			(750)			750
Sun Kings (Drew Harrison) 6/14			(1,200)			1,200
Don Stone 5/31-6/14			(2,091.18)		2,091.18	
Fred McCarty 6/21			(750)			750
Don Stone 6/21			(220)		220.00	
Juke Box Heros (William Remington) 6/28			(750)			750
Don Stone 6/28/08			(220)		220.00	
Silver Spurs 7/12			(650)			650
Don Stone 7/12			(220)		220.00	
Mixed Nuts 7/19			(650)			650
Don Stone 7/19			(220)		220.00	
Frankie G and Convictions 7/26			(600)			600
Don Stone 7/26			(220)		220.00	
PHd's 8/9			(700)			700
Don Stone 8/9			(220)		220.00	
Vintage 8/16			(500)			500
Don Stone 8/16			(220)		220.00	
Diamond Dave 9/6			(1,000)			1,000
Don Stone 9/6			(220)		220.00	
Jambalya 9/13			(1,000)			1,000
Don Stone 9/13			(220)		220.00	
East Bay Mudd 9/20			(1,800)			1,800
Don Stone 9/20			(220)		220.00	
janitorial supplies (restrooms paper/soap)			(900)	900		
on line survey			(40)	40		
Total Expenditures			(20,000.00)	4,609	4,291.18	11,100
Colored stage Lighting equip (CBCA purchase)		1,000		1,000		

ATTACHMENT 2

City of Clayton
Concerts in the Grove
estimated 2009 budget

Description	City	CBCA	Total	2008 actuals
<u>REVENUES</u>				
Contributions -		10,600	10,600	
	10,600		10,600	
Sub Total Revenue	10,600	10,600	21,200	20,000
<u>EXPENDITURES</u>				
ASCAP - annual license agreement			315.00	
Ace Canopy (performance canopy) if needed			611.00	
replacement canopy-sound equip two or one large			350.00	
banners time change			160.00	
sodas/water for DVR volunteers/band			200.00	
canopy ties/tape			225.00	
replacement stakes			125.00	
chain center isle			250.00	
shirts for volunteer crew			300.00	
janitorial supplies (restrooms paper/soap)			900.00	
on line survey			50.00	
subtotal misc/other			3,486.00	4,609
Police Officer			1,600.00	0
Sound Tech			5,000	4,291
Bands (10 performances)			11,514	11,100
with the following to possibly return: Mamaluke				
Sun Kings				
Mixed Nuts				
Diamond Dave				
Jambalya				
East Bay Mudd				
Total est. Expenditures 2009 Concerts in the Grove			21,600	20,000

Received

CC: City Council
City Manager
12/3

DEC 03 2008

218 Round House Pl.
Clayton, Ca, 94517

City of Clayton

November 21, 2008

To Whom It May Concern:

I am writing concerning the concerts that were held in the new park in downtown Clayton this past summer. I am aware that much upset and unrest between business owners, public officials, and the general public has been brought up as a result. I am an employee at La Veranda Café and felt it necessary to make my voice heard as someone who was directly affected by the activity.

As I'm sure you have been informed, business was dreadfully slow on Saturday nights while the concerts were underway. This was contrary to the initial hope, and therefore we as a small, privately owned business tried our best to accommodate the public with a happy hour from 4:30 until 6pm, price reduced appetizers, and a convenient "to-go" menu. Despite our best efforts we were unable to draw much of any crowd to La Veranda because the concert itself was what people were there for and interested in.

I am a full time college student trying to pay my way through school. The summer was a time for me to pick up more shifts and hopefully save money for class registration and room and board. Because of the concerts were on Saturday evening, one of our restaurants most profitable nights of the week, this took away from my opportunity to earn money, our businesses opportunity to serve it's community, and the public's opportunity to support local, privately owned businesses.

I was pleased to see such a large turnout and am fully supportive of encouraging family activities as a community, but the time at which the event was scheduled had a great financial effect on my co-workers, my employers, and me.

I appreciate your time and consideration for the things I have mentioned.

Sincerely Yours



Leah Carter

ATTACHMENT 3



Agenda Date: 1/6/09

Agenda Item: 9b

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

DATE: 06 JANUARY 2009

SUBJECT: SET DATE FOR SPECIAL COUNCIL MEETING
COUNCIL - MANAGER GOALS AND OBJECTIVES FOR 2009

RECOMMENDATION

It is recommended the City Council set by minute motion Tuesday, 03 February 2009 at 4:30 p.m. in the 3rd Floor Conference Room at City Hall, 6000 Heritage Trail as the date, time and location for a special City Council meeting for the purpose of discussing and setting goals and objectives for Calendar Year 2009.

BACKGROUND

The Clayton City Council meets at least once a year with its City Manager for the purpose of discussing progress on the Council – Manager goals and objectives set in motion the previous year(s), and to establish new and/or modify goals for the ensuing calendar year.

The proposed meeting date is before a regular City Council meeting that same evening. This separate meeting allows sole attention and focus specifically on the achievement, progress, and establishment of goals and objectives for the current calendar year.

FISCAL IMPACT

No direct fiscal impact. The lack of clearly defined goals and objectives may actually cost the City and its community money over the short and long-term operations of the public entity.

Respectfully submitted,

Gary A. Napper
City Manager

Attachment: Special Meeting Agenda [2 pp.]



AGENDA

SPECIAL MEETING CLAYTON CITY COUNCIL

Tuesday, February 3, 2009

4:30 p.m.

**3rd Floor Conference Room, Clayton City Hall
6000 Heritage Trail, Clayton, CA**

Mayor: Julie K. Pierce
Vice Mayor: Hank Stratford

Council Members
Howard Geller
Joseph A. Medrano
David T. Shuey

- 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.

*** CLAYTON CITY COUNCIL ***

February 3, 2009

1. CALL TO ORDER – Mayor Pierce.

2. PUBLIC COMMENTS

Citizens may address the City Council on items within the Council's jurisdiction, (which are not on the agenda) by completing a speaker card 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 as each item is considered.

3. ACTION ITEM

- (a) Discussion and establishment of Council-Manager Goals and Objectives for Calendar Year 2009.

Staff recommendation: Set realistic and attainable Goals and Objectives for Calendar Year 2009.

4. ADJOURNMENT – the next regularly scheduled meeting is Tuesday, February 3, 2009 at 7:00 p.m.



Agenda Date: 1/6/09

Agenda Item: 9c

Approved: 

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR 

DATE: JANUARY 6, 2009

SUBJECT: CONSIDERATION OF SUGGESTED MODIFICATION TO RECENTLY-ADOPTED CLAYTON MUNICIPAL CODE PROVISION FOR ADMINISTRATIVE APPROVAL OF MINOR ADDITIONS TO SINGLE-STORY RESIDENCES

RECOMMENDATION

It is recommended the City Council provide direction to staff on suggested modification to a recently-adopted Clayton Municipal Code provision, Ordinance No. 419, that gives greater administrative review and approval responsibility to staff of minor additions to single-story residences

BACKGROUND

As Ordinance No. 419 was being developed and recommended for City Council approval by the Planning Commission, the focus was to appropriately streamline the process for review and approval of minor additions to single-family residences. The Planning Commission and the City Council both sought with this ordinance amendment to delegate more review and approval responsibility to staff by increasing the thresholds for minor additions needing to be considered by the Planning Commission. Fundamentally, the thresholds for Planning Commission review and approval of structural additions increased from 500 square feet to 750 square feet and from 12 feet in height to 16 feet in height along rear and interior side yard elevations (see **Attached Ordinance No. 419**). The discussions centered on additions to single-story, single-family residences. The question has been raised whether the recently adopted code amendment should be further amended (i.e., expanded) to clarify that single-story additions to two-story residences otherwise satisfying the requirements of Ordinance No. 419 be reviewed and approved administratively by staff. If the City Council supports adding this clarification to the code, staff would prepare an ordinance amendment with this clarification for initial review by the Planning Commission and then subsequent consideration and action by the City Council. Sample wording of clarification has been provided to the attached ordinance.

Attachment: Ordinance No. 419

ORDINANCE NO. 419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLAYTON AMENDING SECTION 17.44.020 (SITE PLAN REVIEW PERMIT REQUIRED) OF THE CLAYTON MUNICIPAL CODE ALLOWING GREATER ADMINISTRATIVE REVIEW AND APPROVAL OF SPECIFIED ADDITIONS TO RESIDENCES (ZOA 02-08)

THE CITY COUNCIL City of Clayton, California

THE CITY COUNCIL OF THE CITY OF CLAYTON FINDS AS FOLLOWS:

WHEREAS, Ordinance No. 311 was adopted by the Clayton City Council on February 15, 1994, which provides dimensional threshold requirements of 500 square feet in area and 12 feet in height for Planning Commission review and approval of site plan review permits; and

WHEREAS, there exists a need for streamlining the Site Plan Review Permit process to allow administrative review and approval for more routine residential construction applications, while still assuring that an adequate level of review occurs given that Standards of Review are stipulated in the Municipal Code; and

WHEREAS, an amended version of 17.44.020 has been prepared to modify the dimensional threshold requirements to allow administrative review of site plan review permits up to 750 square feet in area and 16 feet in height, generally; and

WHEREAS, Chapter 17.56 of the Municipal Code authorizes the City Council to amend Title 17 (Zoning) of the Municipal Code; and

WHEREAS, the Clayton Planning Commission held a duly-noted public hearing on October 28, 2008 on amending Section 17.44.020 of the Municipal Code; determined that the amendment would be in conformance with the General Plan; determined that the public necessity, convenience, and general welfare would require adoption of the amendment; and recommended City Council approval of the amendment; and

WHEREAS, on November 18, 2008 and December 2, 2008, the City Council held duly-noticed public hearings and gave due consideration to all testimony, comments, and documents received; and

WHEREAS, the public necessity, conveniences, and general welfare require the adoption of the following amendment; and

WHEREAS, the following amendments are in general conformance with the General Plan; and

WHEREAS, the following amendment of the Municipal Code are minor alterations of

land use limitations which would not result in any changes in land use or density and therefore qualify for categorical exemptions from the California Environmental Quality Act in accordance with Section 15305 of the State CEQA Guidelines; and

WHEREAS, there is no evidence that the amendments will have the potential for any individual or cumulative adverse effects on fish and wildlife resources or their habitat, as defined in Section 711.2 of the Fish and Game Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.44.020 of the Municipal Code is amended to read as follows:

"17.44.020 Site Plan Review Permit Required. A Site Plan Review Permit shall be required in any zoning District for the design of all new development within the City (new construction, remodeling, additions, etc.) that meets any of the following criteria:

- * , whether to a single-story or multi-story residence,*
- A. Construction (enclosed or unenclosed) over 16 feet in height except for an extension of an existing single-story roofline;
 - B. Construction (enclosed or unenclosed) encompassing an area greater than 750 square feet;
 - C. Construction (enclosed or unenclosed) proposed on a front and/or exterior side elevation measuring over 12 feet in height or encompassing an area of 500 square feet or greater;
 - D. Construction over four (4) feet in height (other than fences) encompassing an area of ten (10) square feet or greater located within the upper two-thirds of a slope which exceeds either:
 - 1. A grade equal to or greater than 1 foot vertical to 4 feet horizontal, or
 - 2. A grade change greater than ten (10) feet; (Ord. 375, 2004)
 - E. Any balcony, deck, or other similar structure, whose floor elevation is over 4 feet in height from the underlying grade encompassing an area of 10 square feet or greater;
 - F. Retaining walls needing a building permit and observable from public streets and/or sidewalks;
 - G. Construction that, in the judgement of the Community Development Director, does not comply with the purpose of this Chapter as stated above or with the standards of review as stated herein. (Ord. 311, 1994, Ord. 375, 2004, Ord. 325, 1996)"

SECTION 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance, or the application thereof to any person or circumstances, is held to be unconstitutional or to be otherwise invalid by any court competent jurisdiction, such invalidity shall not affect other provisions or clauses of this Ordinance or application thereof which can be implemented without the invalid provisions, clause, or application, and to this end such provisions and clauses of the Ordinance are declared to be severable.

SECTION 3. Conflicting Ordinances Repealed. Any ordinance or part thereof, or regulations in conflict with the provisions of this Ordinance, are hereby repealed. The provisions of this Ordinance shall control with regard to any provision of the Clayton Municipal Code that may be inconsistent with the provisions of this Ordinance.

SECTION 4. Effective Date and Publication. This Ordinance shall become effective thirty (30) days from and after its passage. Within fifteen (15) days after the passage of the Ordinance, the City Clerk shall cause it to be posted in three (3) public places heretofore designated by resolution by the City Council for the posting of ordinances and public notices. Further, the City Clerk is directed to cause Section 1 of this Ordinance to be entered into the City of Clayton Municipal Code.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Clayton held on November 18, 2008.

Passed, adopted, and ordered posted by the City Council of the City of Clayton at a regular meeting thereof held on December 2, 2008, by the following vote:

AYES: Mayor Pierce, Vice Mayor Stratford, Councilmembers Geller, Medrano and Shuey.

NOES: None.

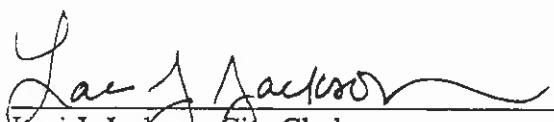
ABSENT: None.

ABSTAIN: None.

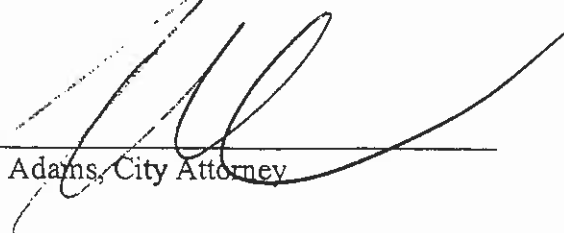
THE CITY COUNCIL OF CLAYTON


Julie K. Pierce, Mayor

ATTEST


Laci J. Jackson, City Clerk

APPROVED AS TO FORM

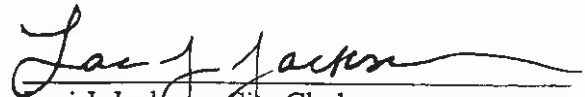

Dan Adams, City Attorney

APPROVED BY ADMINISTRATION


Gary A. Napper, City Manager

I hereby certify that the foregoing Ordinance was duly introduced at a regular meeting of

the City Council of the City of Clayton held on November 18, 2008, and was duly adopted, passed, and ordered posted at a regular meeting of the City Council held on December 2, 2008.


Laci J. Jackson, City Clerk

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MINUTES
OF THE
REGULAR MEETING

CLAYTON REDEVELOPMENT AGENCY

December 2, 2008

Agenda Date: 1/6/09

Agenda Item: 3a RDA

1. **CALL TO ORDER & ROLL CALL** - the meeting was called to order at 7:43 p.m. by Chairperson Stratford in the Library Community Room, 6125 Clayton Road, Clayton, CA. Boardmembers present: Chairman Stratford, Vice Chair Shey, Geller, Medrano and Pierce. Staff present: Executive Director Napper, Secretary Jackson, and General Counsel Adams

2. **PUBLIC COMMENTS** – None.

3. **CONSENT CALENDAR**- It was moved by Vice Chairman Shuey, seconded by Boardmember Pierce to approve the Consent Calendar as submitted (5-0 vote).

- (a) Approved the minutes of the regular meeting of November 18, 2008
- (b) Approved the Redevelopment Agency's Audited Financial Statement for Fiscal Year 2007-2008 prepared by Moss, Levy & Hartzheim LLP (Certified Public Accountants).

4. **ANNUAL REORGANIZATION OF THE BOARD OF DIRECTORS**

- (a) Nominations and election of Chair

Chairman Stratford opened the nominations.

It was moved by Boardmember Pierce to nominate David Shuey for the position of Chair. No other nominations were received. Chairman Stratford called for the vote to elect David Shuey as Chairman. Vote passed (5-0).

- (a) Nominations and election of Vice Chair

Chairman Shuey opened the nominations.

It was moved by Chairman Shuey to nominate Joseph Medrano for the position of Vice Chair. No other nominations were received. Chairman Shuey called for the vote to elect Joseph Medrano as Vice Chair. Vote passed (5-0).

5. **PUBLIC HEARING** – None.

6. **ACTION ITEMS** – None.

7. **BOARD ITEMS** – None.

8. **ADJOURN** – on call by Chairman Shuey the meeting adjourned at 7:45 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Clayton Redevelopment Agency Board

David T. Shuey, Chairman



Agenda Date: 1/6/09

Agenda Item: 3b LDA

Approved:

Gary A. Napper
City Manager/Executive Director

AGENDA REPORT

TO: HONORABLE CHAIR AND BOARD MEMBERS

FROM: DAVID WOLTERING, COMMUNITY DEVELOPMENT DIRECTOR *DW*

DATE: JANUARY 6, 2009

SUBJECT: SALE OF 280 STRANAHAN CIRCLE - AFFORDABLE HOUSING UNIT

RECOMMENDATION

It is recommended 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 280 Stranahan Circle (APN 119-620-041-2) on behalf of the Clayton Redevelopment Agency to Kristina Anzelone and Steven Vico for \$330,000.00, with the appropriate covenants and restrictions required by California Redevelopment Law.

BACKGROUND

On April 15, 2008, the Redevelopment Agency purchased the residence at 280 Stranahan Circle for the price of \$532,000.00 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 attention in terms of Clayton's Regional Housing Needs Allocation (RHNA) and our HCD-certified Housing Element.

AGENCY RESALE OF UNIT

In July of 2008, staff prepared a flyer advertising the anticipated availability of moderate income housing units through the Clayton Redevelopment Agency affordable housing program. The flyer was distributed to local employers, prior affordable housing applicants, and individuals who had contacted the staff in the past 12 months regarding affordable housing. Staff evaluated the applications received using a rating system which prioritized applicants with household sizes which fully utilize the number of bedrooms in the unit, as well as applicants who live and/or work in Clayton. Based upon the evaluation, Ms. Anzelone and Mr. Vico with three children and as current residents of Clayton with pre-approval status on a home loan were selected by staff for further consideration.

Ms. Anzelone and Mr. Vico have signed have received and signed the Redevelopment Agency's Borrower Disclosure Statement and Agreement of Purchase and Sale and Joint

Escrow Instructions to purchase the residence at 280 Stranahan Circle for \$330,000.00 (see **Attachments**).

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, Ms. Anzelone and Mr. Vico must sign a Resale Restriction Agreement as well as a deed of trust and promissory note. The Resale Restriction Agreement stipulates that the homeowner and Agency are 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.

FISCAL IMPACT

Funds from this sale of the housing unit 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.

Noting that the Agency's purchase price of this housing unit was \$532,000.00, the Agency's investment in the property following the sale will be \$202,000.00 or 38% of the Agency's purchase price. Ms. Anzelone's and Mr. Vico's investment will be \$330,000.00 or 62% of the Agency's purchase price. Consequently, the sharing of future equity would be 38% and 62%, respectively.

Attachments:

1. Location Map that depicts 280 Stranahan Circle
2. Agreement of Purchase and Sale and Joint Escrow Instructions between the Redevelopment Agency and Ms. Anzelone and Mr. Vico
3. Borrower Disclosure Statement

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 January 2009 by and between the Redevelopment Agency of the City Of Clayton ("Seller"), and Kristina Anzelone and Steven Vico ("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 280 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 Three Hundred Thirty Thousand Dollars (\$330,000), 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 Three Hundred Thirty Thousand Dollars (\$330,000), 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 280 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: Kristina Anzelone and Steven Vico
280 Stranahan Circle
Clayton, CA 94517
Pre-Purchase Address: Kristina Anzelone and Steven Vico
240 Stranahan Circle
Clayton, CA 94517

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 draftsperson.

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.

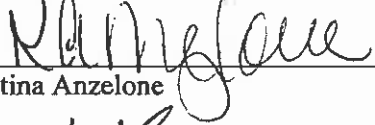
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

"SELLER"

Redevelopment Agency of the City Of Clayton

By: Gary A. Napper, Executive Director

"BUYER"



Kristina Anzelone



Steven Vico

2ndMortgage\Anzelone.Vico\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:

Parcel One:

Lot 41, as shown on Subdivision 7887, filed December 20, 1994, in Book 377 of Maps, at Pages 1 through 9, Contra Costa County Records.

Parcel Two:

A non-exclusive easement for sideyard for the purpose of ingress and egress, maintenance, repair and landscaping, to be appurtenant to Parcel One above, over, under and across that portion of Lot 42 of said subdivision 7887, which is shown on said map as "5' L.U.E."

APN: 119-620-041

BORROWER DISCLOSURE STATEMENT

REDEVELOPMENT AGENCY OF THE CITY OF CLAYTON (AFFORDABLE HOUSING PROGRAM)

The Redevelopment Agency of the City of Clayton (the "Agency") manages a limited Affordable Housing Program designed to assist Low and Moderate Income households purchase certain homes in the City of Clayton. The home you are purchasing has been made affordable by the Agency's affordable housing program requirements.

As a condition of purchasing the home, the Agency will require you to sign an Agency Promissory Note, a Deed of Trust, and a Buyer's Occupancy and Resale Restriction with Option to Purchase Agreement (the "Resale Restriction Agreement"). **The Deed of Trust and the Resale Restriction Agreement will be recorded against your property.**

This Disclosure Statement explains the major provisions of the Agency Note, the Deed of Trust, and the Resale Restriction Agreement to help you understand their requirements. **You should, of course, read all of the Agency loan documents and become completely familiar with them¹**

A. **REQUIREMENTS IN EFFECT FOR FORTY FIVE-YEAR TERM**

The requirements contained in the Resale Restriction Agreement apply for forty five (45) years.

B. **PRIMARY RESIDENCE AND LEASING YOUR HOME**

Under the terms of the Agency documents, your home must be your main place of residence. This means you must live in your home no less than ten (10) months out of each calendar year. Each year, you must sign a statement for the Agency that certifies that you are living in your home as the main place in which you live. In addition, you cannot lease or rent out your home. If you violate these requirements, the Agency may sue to enforce them, and you will owe the Agency any rental proceeds you have collected. The Agency may also declare the amounts owed under the Promissory Note and the Deed of Trust immediately due and payable or exercise the other default provisions further explained in Section K of this Disclosure Statement.

C. **MAINTAINING YOUR HOME/ PROPERTY INSURANCE**

By signing the Resale Restriction Agreement, you agree to keep your home and landscaping in good repair and in neat, clean, and orderly condition and to prevent deterioration

¹ Numerical examples are included in this Disclosure Statement to help you better understand the concepts, terms and provisions of the Resale Restriction and related documents. Please be aware that these are simply to show how things work and they are not intended to represent your specific situation. If you follow along with a calculator, you may not get exactly the same answers. Any small differences may be due to how your calculator "rounds-off" numbers.

of the home. You also agree to keep a standard homeowner's insurance policy, with the Agency named as an additional insured. The insurance policy shall be in an amount equal to the replacement value of the home. Every five (5) years, the replacement value will be reviewed and adjusted as needed, if requested by the Agency.

D. NOTICES TO AGENCY

1. Notice of Intent to Vacate, Sell, Assign or Transfer.

If you decide to move from your home, or to sell, assign or transfer your home or any partial interest in your home, or if you record a mortgage or deed of trust against your home (for example, you refinance your first mortgage), you must promptly let the Agency know in writing.

2. Delivery of Required Notices.

Any notice you must give to the Agency under the terms of the Agency documents must be sent by U.S. certified mail, return receipt requested, or express delivery service with a delivery receipt. Notices are considered effective as of the date received or the date delivery was refused.

E. AGENCY HAS OPTION TO PURCHASE

When you agreed to purchase your home, you agreed that if you transfer, sell, or move from your home at any time, the Agency holds an option to purchase your home at a restricted sales price to keep the house affordable. In other words, the Agency has the first opportunity to buy your home before anyone else. Instead of buying the home itself, the Agency can also give its right to buy your home to an eligible moderate income household like yourself or to another agency or nonprofit corporation. The Agency does not have the option to purchase your home, however, in the case when a transfer is to an existing husband, wife, or domestic partner, to a husband, wife, or domestic partner who then becomes a co-owner of the home, to a husband or wife as part of a marriage or a divorce, to a husband, wife, or domestic partner upon death of the borrower, or to an inter vivos trust in which you are the beneficiary or upon refinancing of the mortgage on the home if the refinancing is in accordance with the terms of the Resale Restriction. In addition, the Agency does not have the option to purchase your home, if whoever inherits your home, qualifies as a moderate income household under the Agency Affordable Housing Program requirements and complies with Section 6 of the Resale Restriction Agreement.

1. Time Limits.

If the Agency decides to use (or assign) its option to buy your house, it shall notify you within sixty (60) days after it receives your notice to sell, transfer or move from the home. The purchase of your house under the Agency option shall take place within ninety (90) days of the date it notifies you that it (or its designee) will exercise the option to buy your home.

2. Preparing Home Upon City Exercise of Option.

If the Agency exercises (or assigns) its option on your home, you are responsible for putting the home in good condition for sale. You must take the steps set forth in Section 7 of the Resale Restriction Agreement to prepare the home for sale.

F. **SALES PRICE OF HOME IS RESTRICTED: DETERMINATION OF MAXIMUM SALES PRICE**

The Agency's Affordable Housing Program made it possible for you to purchase your home. The Agency also wants to make sure that others like you get the same chance. Therefore, in connection with the purchase of your home, you have entered in to the Resale Restriction Agreement. The Resale Restriction Agreement limits the sales price of your house if you sell during the term of the Resale Restriction Agreement. The maximum sales price that you can receive is the **lower** of the Restricted Future Sales Price, as described in section (1) below, and the Fair Market Value, as described in section (2).

1. Restricted Future Sales Price. The Restricted Future Sales Price is calculated as follows:

(a) The purchase price that you paid for your home at the time you entered into the Resale Restriction Agreement, which is referred to in the Resale Restriction Agreement as the "Original Purchase Price".

(b) Increased by the percentage increase in the median income for Contra Costa County (from the date of you entered into the Resale Restriction Agreement to the date the Agency received the notice to sell). Median income figures are published yearly by the California Department of Housing and Community Development ("HCD"). Agency calculations involving area median income will be based on the HCD figures.

Plus

(c) If you made substantial structural improvements or permanent fixed improvements to the home that were approved by the Agency in advance, constructed in accordance with all applicable building codes, and whose initial cost exceeds one percent (1%) of the Original Purchase Price may be increased by the amount that the improvements increase the appraised value of the home at the time of the notice to sell.

The Actual Sales Price You Receive May Be Considerably Less Than Restricted Future Sales Price. The sales price you actually get for the home may be significantly less than the Restricted Future Sales Price because of conditions in the housing market. The Restricted Future Sales Price is the maximum price that you could receive for the home. It is not a guaranteed amount and you should not count on receiving that amount.

If the Fair Market Value of your home is less than the Restricted Future Sales Price, then you will receive the Fair Market Value as the sales price of your home.

The Example below shows how the Restricted Future Sales Price formula works.

EXAMPLE 1 You sell your house after having lived in it for eight (8) full years. The Original Purchase Price of your home at the time you entered into the Resale Restriction Agreement was Four Hundred Thousand Dollars (\$400,000). The median income for a family of four when you purchased your home was Seventy-Five Thousand Dollars (\$75,000), as published by HCD. Median income at the time of sale has increased to \$82,500. While you lived in your home, you have kept your home in good condition and repair but you have not done any structural or permanent improvements.

[i]	Owners Base Price of Home	\$ 400,000
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MULTIPLIED BY

[ii]	Median Income Increases 10% over the eight years	..10%
	$\$82,500 - \$75,000 / \$75,000 = 10\%$	

EQUALS	\$ 40,000
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RESTRICTED FUTURE SALES PRICE (Original Purchase Price plus 10%)	\$440,000
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2. Fair Market Value. The Resale Restriction Agreement allows the Fair Market Value to be determined in one of two ways. First, it can be established by an appraisal done by a real estate appraiser chosen by you, the owner. If the appraisal is used in connection with a sale, you are responsible for the cost of the appraisal (except when the appraisal is obtained from the new purchaser who has already paid or is going to pay for the appraisal). If the appraisal is used in connection with a refinancing you will bear the cost of the appraisal.

The Resale Restriction Agreement also includes a second way to determine the Fair Market Value of your home. You and the Agency can mutually set the amount of the Fair Market Value. Both you and the Agency would have to agree on this particular method (instead of hiring an appraiser) and to the Fair Market Value amount. If you and the Agency fail to agree on the Fair Market Value, either one can require use of the appraisal method.

G. SELLING YOUR HOME

Under the terms of the Resale Restriction Agreement, when you go to sell your home within the forty-five (45)-year term, there are three (3) different ways that the sale can take place:

- You sell the home at a restricted sales price to someone who meets specific income requirements like you had to meet. This buyer is called an "Eligible Purchaser" in the Resale Restriction Agreement.
- The Agency chooses to use its option to purchase your house at the restricted sales price or assigns the option to a third party who purchases the house at the restricted sales price.
- You sell your home at an unrestricted (market) sales price to a "Market Purchaser". A Market Purchaser is a buyer with an income too high to qualify as an "Eligible Purchaser". You must pay the Agency any "Excess Sales Proceeds" that may result from this type of sale.

These three cases are described below.

1. **SALE TO AN "ELIGIBLE PURCHASER" AT THE RESTRICTED SALES PRICE**

When you decide to sell your home, you must let the Agency know in writing before you contact a real estate broker or lender and before you list the home in the Multiple Listing Service. This notice is called the "Owner's Notice of Intent to Transfer." The Owner's Notice of Intent to Transfer must be sent in a particular way and must include specific information as detailed in Section 7 (Notice of Intended Transfer; Preparation of Home for Sale) of the Resale Restriction Agreement. If you fail to send the Agency this notice, you will be in default under the Resale Restriction Agreement and the sale of your home may be delayed.

The Agency will then let you know in a notice called the "First Agency Response Notice" whether or not it will use its option to purchase. See Section 8 (Agency Response to Owner's Notice of Intended Transfer) and Section 9 (Owner Acknowledgment of Agency Response Notice) of the Resale Restriction Agreement for details on what you must do once you receive the First Agency Response Notice.

If the Agency does not choose to buy your home, you have a sixty (60)-day "Marketing Period" in which to find an Eligible Purchaser to buy the home at the restricted sales price which the Agency will provide in the First Agency Response Notice. An Eligible Purchaser is a first time homebuyer individual or household who owns no other real estate or otherwise meets the Agency's Program for a first time homebuyer, who will live in the home, and whose income is equal to or less than one hundred twenty percent (120%) of the area median income adjusted for household size. The Agency will provide you with the current income limits when you sell your home. See Section 8.B (Owner Sale at Restricted Sale Price to Eligible Purchaser) and Section 12 (Sale of Home By Owner If Agency Does Not Exercise Agency Option to Purchase) of the Resale Restriction Agreement.

You are responsible for putting the home in good condition for its sale. Once you have sent the Owner's Notice of Intent to Transfer, you must take the steps to prepare the home for sale as described in Section 7 (Notice of Intended Transfer; Preparation of Home for Sale) of the Resale Restriction Agreement.

Once you find a potential Eligible Purchaser, you will refer the proposed buyer to the Agency so that the Agency or its designee can determine if in fact he or she meets the requirements of an Eligible Purchaser. You and the proposed buyer must give specific information and documents to the Agency as described in Section 12 (Sale of Home By Owner If Agency Does Not Exercise Agency Option to Purchase) of the Resale Restriction Agreement.

When the sale of your home to the Eligible Purchaser is completed, you must submit to the Agency the information and documents listed in Section 12.D of the Resale Restriction Agreement.

2. **AGENCY EXERCISES ITS OPTION TO PURCHASE YOUR HOME**

The second way that the sale of your house can take place is that the Agency decides to use its option to purchase (or assigns this right) and the Agency or an Agency designee buys the home at the restricted sales price. The Agency will let you know that it wants to buy your home and provide the restricted sales price amount in the First Agency Response Notice. The purchase by the Agency shall take place within ninety (90) days of the date the First Agency Response Notice is sent to you. As in G.1 above, you are responsible for putting the home in good condition for its sale.

3. **SALE TO A "MARKET PURCHASER;" PAYMENT OF "EXCESS SALES PROCEEDS" TO AGENCY**

It may be the case that you are unable to locate an Eligible Purchaser within the sixty (60)-day Marketing Period following the Agency's receipt of your Notice of Intended Transfer. You may ask the Agency to extend the Marketing Period so that you can find an Eligible Purchaser, or you can send a written notice to the Agency called the "Owner's Notice of Failure to Locate Eligible Purchaser". See Section 12.A (Marketing Period), Section 12.E (Failure to Locate Eligible Purchaser; Unrestricted Sale) in the Resale Restriction Agreement.

When you send the Agency the Owner's Notice of Failure to Locate Eligible Purchaser, the Agency is again given the opportunity to use its option to purchase your home. The Agency will let you know in the "Second Agency Response Notice" if it will buy your home or assign its right to purchase the home to another party or if it will allow you to sell the house at an unrestricted sales price to a Market Purchaser.

If the Second Agency Response Notice permits the sale to a Market Purchaser at an unrestricted price, you will be required to give the Agency specific documents and information as described in Section 12.E (Failure to Locate Eligible Purchaser; Unrestricted Sale) of the Resale Restriction Agreement.

The unrestricted sales price at which you sell the house to the Market Purchaser must be supported by an appraisal as described in Section 11.B (Fair Market Value) of the Resale Restriction Agreement. You will also need to repay the Agency loan as described in Section H below.

When the sale of your home to the Market Purchaser is completed, you must submit to the Agency the information and documents listed in Section 12.E(5) (Failure to Locate Eligible Purchaser; Unrestricted Sale) of the Resale Restriction Agreement.

H. REPAYMENT OF AGENCY ASSISTANCE.

The Agency has assisted you in the purchase of your home by reducing the purchase price of your home from what would have been the fair market price. The Agency views the difference between the purchase price you paid for the home and the fair market value of the home at the time of purchase as a loan. The loan is a deferred loan. You do not need to pay it back until the earliest of (i) forty-five (45) years from the date of the recordation of the Resale Agreement, (ii) the date you sell or transfer your home, or (iii) the date that you violate any of your obligations under the Resale Agreement, Promissory Note, or Deed of Trust.

The Agency charges no interest for the loan. However, if you transfer the home to a Market Purchaser at an unrestricted sales price or in violation of the Resale Restriction you must pay back the original principal amount. Additionally, when you sell the home to the Agency or an Eligible Purchaser you must pay the Agency a share of the appreciation of your home, if there is any. "Shared Appreciation" is described in the next section.

1. SHARED APPRECIATION.

Shared Appreciation replaces normal interest on the Agency loan. It is contingent upon an increase in the value of your home. The Agency wants to help low and moderate income persons and families who would not be able to buy homes in the City without Agency funds. Agency resources, however, are limited, and Shared Appreciation ensures that the Agency is repaid in proportion to the benefit that you have received. That is why the Agency has included "Shared Appreciation" in your loan repayment.

Shared Appreciation is the amount you owe the Agency based on the percentage figured by dividing the difference between the Original Purchase Price of the Home and the fair market value of the home at the time of purchase by the fair market value of the home at the time of purchase. For example, if Original Purchase Price for the Home was 80% of the fair market value of the home at the time of purchase then, when you transfer the home the Agency would receive 20% of the difference between the Original Purchase Price and the Maximum Sales Price as Shared Appreciation. The appreciation amount, in most situations, is the difference between the Original Purchase Price you paid for your home and the price at which you sell it. Example 2 sets this out with numbers.

EXAMPLE 2 You sell your house at the end of eight (8) years. You purchased your home for \$400,000. At the time of purchase the Fair Market value of the home was \$500,000.

Shared Appreciation Percentage: $\$500,000 - \$400,000 \div \$500,000 = 20\%$

This means that the Agency will receive 20% of the appreciation on your home, which is the difference between the Fair Market Value of your home when you purchased it and the actual price you paid for it, with certain adjustments. If we use the Maximum Restricted Resale Price of \$532,000, the following would result:

Resale Price	\$532,000
Original Purchase Price	-400,000
Closing Costs	-2,000
Total Appreciation Amount	130,000
Agency Share of Appreciation (20% of \$130,000)	\$ -26,000
Share of Appreciation That You Keep	\$104,000
TOTAL AMOUNT YOU OWE AGENCY	\$26,000

In cases where transfer of your home to another person is by means other than sale (with the exception of a creditor taking title), the appreciation is the difference between the original purchase price and the Fair Market Value of the home at the time of transfer, minus the value of capital improvements, plus the cost of Deferred Maintenance. If you transfer your home to another person in violation of the Resale Agreement, you will owe the Agency Excess Sales Proceeds and Shared Appreciation.

2. REDUCTION IN SALES PRICE OF HOME.

Example 2 above shows what would happen if you sell your home and the price you receive is greater than the original purchase price you paid for the home. In other words, Example 2 shows what would occur when your home appreciates in value. If the opposite were to happen, however, and the price that you receive for your house is less than the original purchase price, instead of an "appreciation amount," there would be a "depreciation amount." For example, if the purchase price was \$400,000 but you were only able to sell your house at a price of \$350,000, the depreciation amount would be less than zero (a negative number) and equal to \$50,000.

If your house is sold at a price below the original purchase price resulting in a depreciation amount, the Agency will not receive any Shared Appreciation upon sale of the Home.

I. REFINANCING FIRST MORTGAGE LOAN; NEW JUNIOR LOANS

The Resale Restriction Agreement allows you to refinance your first mortgage loan but places restrictions on the amount received by you from the refinancing. Following refinancing of your first mortgage, the principal amount of the refinanced Mortgage plus closing and escrow costs related to the refinance cannot exceed eighty percent (80%) of the Maximum Restricted Resale Price. Additionally, any subordination that the Agency may agree to execute in connection with a refinance must include notice and cure rights deemed adequate by the Agency.

J. INHERITANCE. If your heir qualifies as a moderate income household and otherwise complies with Section 6 of the Resale Restriction Agreement, he or she may occupy the home, provided that he or she signs a new resale restriction agreement, note and deed of trust to the Agency which shall apply only for the amount of time remaining under the term of the documents you executed. If your heir does not qualify as an Eligible Purchaser, he or she must transfer the home to the Agency or an Eligible Purchaser for the Maximum Sales Price in compliance with Section 6 of the Resale Restriction Agreement.

K. DEFAULT PROVISIONS

When you purchase the home at the reduced price, you agree to meet all of the conditions of the Agency documents. If you violate any provisions of the documents, you are considered to be in default under the Resale Restriction, Note and Deed of Trust. Also, if you default under any other loan on the home, such as the first mortgage, you would also be considered to be in default under the Resale Restriction, Note and Deed of Trust. If you do not correct the violation, the Agency could exercise its option and buy your home for the restricted price. The Agency could also go to court and get a court order to enforce the provisions of the Agency documents, which may result in a foreclosure on your home. In addition, if you sell your home for greater than the restricted price, you shall be liable to the Agency for "Excess Sales Proceeds" as defined in Section 13 of the Resale Restriction Agreement, the amount by which the gross sales proceeds received by you from the new purchaser exceed the restricted price for the home).

L. DATABASE OF AFFORDABLE HOUSING

Because the Agency is reporting your property as an affordable housing unit, State law requires that your property be listed on a database that must be made available to the public on the internet. The listing will include the following information about your property: street address; assessor's parcel number; number of bedrooms; the year in which it was built or substantially rehabilitated; the date on which these restrictions expire; and information about the Notice of Affordability Restrictions on Transfer of Property that will be recorded.

* * * * *

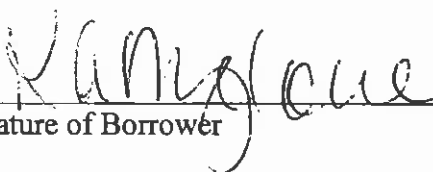
Please sign the enclosed copy of this Borrower Disclosure Statement in the space provided below and return it to the Agency, Attention: Executive Director, at 6000 Heritage Trail, Clayton, CA 94517.

I have read and understand the above Borrower Disclosure Statement.

By: 
Signature of Borrower

Dated: 12.27.08

Steve Vico
Print Name of Borrower

By: 
Signature of Borrower

Dated: 12/27/08

Kristina Anzelone
Print Name of Borrower

**MINUTES
CLAYTON FINANCING AUTHORITY
REGULAR MEETING
JANUARY 2, 2008**

Agenda Date: 1/6/09
Agenda Item: 4a FIN

1. **CALL TO ORDER AND ROLL CALL** - the meeting was called to order by President Manning at 7:52 p.m. in the Clayton Community Library, 6125 Clayton Road. Board of Directors present: President Manning, Vice President Pierce, Board Members Shuey, and Stratford. Absent: Board Member Walcutt. Staff members present: Executive Director, Secretary, and City Attorney.

2. **CLOSED SESSION** – None.

3. **PUBLIC COMMENTS** – None.

4. **CONSENT CALENDAR** – It was moved by Board Member Shuey, seconded by Vice President Pierce to approve the Consent Calendar as submitted (4-0 vote).

(a) Approved the minutes of the regular meeting of May 1, 2007.

(b) Accepted the Clayton Financing Authority Annual Report for Fiscal Year 2007.

5. **ACTION ITEMS** - None.

6. **BOARD ITEMS** – None.

7. **ADJOURN** – the meeting adjourned at 7:53 p.m.

Respectfully submitted,

Laci J. Jackson, Secretary

Approved by
Clayton Finance Authority Board of Directors

Julie K. Pierce, President

ANNUAL REPORT

TO: HONORABLE PRESIDENT AND BOARD OF DIRECTORS

FROM: EXECUTIVE DIRECTOR

MEETING DATE: 06 JANUARY 2009

SUBJECT: ANNUAL REPORT FOR 2008

RECOMMENDATION

It is recommended the Board of Directors receive and approve for file this Clayton Financing Authority Annual Report for 2008.

BACKGROUND

On 04 December 1990, the City Council of Clayton, California adopted Resolution No. 120-90, which created the Clayton Financing Authority through a joint exercise of powers agreement. This Financing Authority was initially established to allow redevelopment tax allocation bonds to be sold at a more favorable negotiation basis versus a public basis. This Financing Authority is registered with the State of California Controller's Office and is subject to the laws pertaining to special districts. As a legal, separate public entity, the Authority is required to file an Annual Report with the State of California [ref. Section 26909, *CA Government Code*].

The By-Laws of the Clayton Financing Authority require an annual meeting at the same place immediately following the completion of the first Clayton City Council meeting held in January of each year. Article VIII of the Joint Powers Agreement requires the Board to adopt an annual budget for the Financing Authority and to report on activities of the Authority during the proceeding calendar year.

2008 ACTIVITY REPORT

In Calendar Year 2008, the Clayton Financing Authority met twice and conducted corresponding activity as summarized below:

1. 02 January 2008

The Board approved minutes from its meeting on 01 May 2007 and adopted its Annual Report for 2007.

FINANCIAL REPORT

A. All Authority debt, demands and other fiscal obligations were paid in full and on time. The Authority did not enact an annual budget in Year 2008 as no routine expenses, administrative overhead or inter-agency expenses were charged against the Authority by the Clayton Redevelopment Agency or the City of Clayton.

B. As a result of the Authority's sale of its real property on 31 October 2006 to Endashian, LLC for its development of the Longs Drugs Store at the southwest corner of Center Street and Clayton Road intersection, the Authority holds cash proceeds from the sale of this land. As of 30 June 2008 the current value asset was \$831,337 cash (included posted interest earnings from the original \$800,815.29 escrow). In FY 2007-08 the Board transferred \$170,000 from this account to assist the City in completing necessary and desired picnic and play apparatus improvements at Clayton Community Park (CIP No. 10407).

Consequently, the cash value of the Authority's fund now totals \$692,921 (includes posted interest earnings of \$31,585). The Board of Directors has full discretion as to the ultimate disposition of these funds.

C. In November 1997, the Clayton Financing Authority issued \$7,160,000 in Special Tax Revenue Refunding Bonds. These bonds were used primarily to purchase a series of special tax bonds issued by the City of Clayton to refinance the City's \$6,435,000 original aggregate principal amount of Community Facilities District No. 1990-1 [original] Special Tax Bonds issued in December 1990, and which had an outstanding balance of \$6,295,000 at the time of refunding issuance. The original Special Tax Bonds were issued to finance a portion of the construction of a public middle school (i.e. Diablo View Middle School) and site preparation of adjacent playing fields (i.e. Clayton Community Park). These obligations are secured by annual special taxes levied on the taxable land within the specified Community Facilities District (CFD) of the Oakhurst Development (1,358 parcels).

As noted above, these bonds were refinanced by Board authority in May 2007 with ultimate sale occurring on 07 June 2007 in the face amount of \$5,060,000. The initial year financial report on this refinance has been received by the Authority so the information herein is dated as of 30 June 2008:

The outstanding principal of the 1997 Special Tax Revenue Refunding Bonds is \$4,536,606.91. A comparison of the trend line in delinquent taxpayers within the specified District for the Tax Year is outlined below:

<u>Tax Year</u>	<u>Delinquency Rate</u>	<u>Delinquency Amount</u>
2007-2008	1.15%	\$12,043.60
2006-2007	2.98%	\$16,099.14
2005-2006	0.98%	\$ 5,309.24

As of 31 October 2008 there were no delinquent taxpayers responsible for five percent (5%) or more of the total special taxes levied, the issuance threshold requiring strict Board intervention and foreclosure action. City staff and NBS monitor the delinquency status regularly with Reminder Letters as well as Demand Letters sent as appropriate to delinquent property owners to remind them of their financial obligation.

The required Reserve Fund has a balance of \$257,227.72 (as of 30 June 2008) which is sufficiently funded to address actual and all nominal delinquencies. Therefore, no projected draw on Reserves is necessary at this time. The total assessed value of all parcels within the District subject to this Special Tax is \$668.7 million (as of 01 January 2008).

D. It is recommended the Board not create an annual budget for 2008 due to *de minimus* activity required of the Authority in this calendar year.

Respectfully submitted,



Gary A. Napper
Executive Director